

### First Florida Management, LLP

Dear Greg,

As per our conversation today, the parties agree to modify the Lease for Beachnutz Auto Sales, LLC, located at 19246 US Hwy 19 Clearwater, FL 33764, dated 08/20/2009, as follows:

- a) The first four months of the Lease will be for \$1860.00 a month plus sales tax. CAM and other charges will be voided.
- b) The late fees through 12/31/2009 will be voided.
- c) There will be no rent or any other charges for the month of January 2010.
- d) Should the property be sold the Lessee shall receive \$5000.00 for its Lease cancellation and the security deposit will be applied to February rent. *GS*
- e) The Lessee agrees to void its right of first referral to purchase the property and to cancel the Lease if requested by Buyer.
- f) A For Sale advertising sign may be placed on the property, *during JAN. '10 only.* *GO*

*g) The Security Deposit is being applied to Feb '10 RWT Sale or no sale of property.*

Lessor:

*[Signature]*  
Nation Land Trust

Date

*12/23/09*

Lessee:

*[Signature]*  
Beachnutz Auto Sales, LLC


Date


*12/23/09*


**FIRST AMENDMENT TO LEASE BY AND BETWEEN NATION LAND TRUST AND BEACHNUTZ AUTO SALES, LLC.**

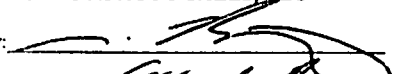
- 1) Lease is contingent on Dept. of Transportation approval of the space for use of automotive sales. Lessee will use best efforts to obtain aforementioned approval.
- 2) Lessee will pay Lessor a non-refundable security deposit in the amount of \$2,200.00.
- 3) Lessee will have first right of refusal to match any accepted offer to purchase the property at 19246 US Hwy 19, Clearwater, FL, *within 5 days of receipt of the offer.*
- 4) Upon approval of the space by the Dept. of Transportation, Lessee will be given free rent in the month of October.

*5) Lessee will have a discounted rent of \$1,860 plus tax for the first four months of this lease.*  
IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof of this First Amendment as of the 20<sup>th</sup> day of August, 2009.

Witness  
  
\_\_\_\_\_  
*Don Snyder*  
\_\_\_\_\_

Witness  
  
\_\_\_\_\_  
*Don Snyder*  
\_\_\_\_\_

NATION LAND TRUST  
By:   
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: *Exec. Dir. Mgmt.*

BEACHNUTZ AUTO SALES, LLC  
By:   
\_\_\_\_\_  
Print Name: *Betty A. Brown*  
Title: *Pres.*

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GN

GN

STANDARD COMMERCIAL LEASE

ADDRESS: 19246 US Hwy 11, Clearwater FL 33764 DATE: 8/20/09
LEASED AREA: 2,000 sq. ft. net LESSEE: Beachside Auto Sales, LLC
TERM OF LEASE: 9/1/10 - 9/1/11 LESSOR: Nation Land Trust
CHECK NO: 1002

The Lessee agrees to pay a base rental of \$ 1,860.00 plus applicable tax, in advance without demand, deduction, reduction, offset recoupment or offset, on the first day of each month, a security deposit equal to 110% of the base rental, the last month's rent and a key deposit of \$25. The rights of each party under this lease are cumulative and the failure to promptly exercise any right given hereunder shall not forfeit any right and the terms of this lease shall not be construed more strictly against one party or the other.

Prompt payment and faithful observance of this Lease, and further rules as may hereafter be reasonably made by Lessor, are the conditions upon which the lease is made and accepted. Any charges against Lessee shall be considered as rent due and shall be included in any lien for rent as due and unpaid. Lessee agrees to provide and maintain uniform signage on or about the premises and will promptly reimburse Lessor for any costs related to Lessee's signage.

Lessee shall not record or assign this lease, nor permit any part of the premises to be sublet or used for any other purpose than as stipulated herein nor make any alterations, including exterior painting, signs, awnings, or modifications without the prior written and absolutely discretionary (i.e., for any or no reason whatsoever) consent of Lessor. Upon lease assignment, Lessee shall pay Lessor an assignment fee of \$500. Lessee shall notify any contractor that the interest of Lessor shall not be subject to liens for improvements.

Lessee agrees to provide comprehensive liability insurance coverage of at least \$1 million, with a thirty day notice of cancellation to Lessor, insuring Lessor against any liability occasioned by accident on or about the premises with rent interruption insurance with Lessor as payee and pay any increase in Lessor's insurance cost over basic commercial coverage caused by its tenancy and shall secure from its insurer a waiver of subrogation rights. Lessee covenants and agrees to indemnify personal injury, business loss or loss of life in or about the premises even if occasioned by Lessor's negligence.

The premises are leased exclusively as a: automobile dealership. Lessee hereby accepts the premises in the condition it is in at the beginning of this lease and agrees to maintain said premises in like new condition and to make good to Lessor for any damage to any fixture, appliance or appurtenance of said premises and of the building and reimburse Lessor the cost of cleaning, replacement of ceiling lights, damaged or worn carpeting, ceiling repair and painting the premises.

Within ninety days of the lease expiration or upon Lessee's intent to vacate, Lessor may place for rent or for sale signs on the premises. Lessee shall notify Lessor by certified mail ninety days prior to the expiration of any lease term of Lessee's intention to vacate the premises, otherwise, this lease shall be extended for an additional one year period or a period equal to the initial lease term, whichever is greater, at the terms described herein. Lessor may nullify this extension by providing a notice to Lessee 30 days prior to the expiration of the lease. If Lessee remains in possession of the premises or has not delivered to Lessor all the keys to the premises after the end of the lease period, Lessee shall be deemed to be occupying the premises as a Lessee in sufferance and shall pay twice the monthly rental rate and in no event shall there be any renewal of this lease.

Rent and any additional costs are due and payable on the first of each month. For any month that the Lessee does not pay any portion of any amount due within five days of the due date, there shall be a late charge of ten percent of the balance due and thereafter a daily charge of \$10 up to the maximum amount allowed by law until full payment is received. Any payments made shall be credited towards the oldest liability and Lessee agrees to pay Lessor \$25 for any checks returned for insufficient funds. The monthly rental, security deposit and last month's rent described herein will increase annually at the rate of five percent over the final month of any lease year.

RADON GAS - Notice to Prospective Tenant Pursuant to Section 404.056(8), Florida Statutes: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. More information regarding radon and radon testing may be obtained from your county public health unit.

Witness: [Signature] Print Name: Don Szydel

Lessee: [Signature] Print Name: [Signature]

Witness: [Signature] Print Name: [Signature]

Print Name: [Signature]

Home Address: 487 West Ford Circle, Palm Harbor, FL 34683

Witness: [Signature] Print Name: [Signature]

Lessee: [Signature]

Witness: [Signature] Print Name: [Signature]

Print Name: [Signature]