

# Lease Agreement

This Lease Agreement ("Lease") is made and effective January 1, 2012 by and between **Pelican Point Amenities, Inc.** ("Landlord") and **The Greens at Pelican Point Homeowners Association, Inc.** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **5470 Courtyard Drive** and described as follows: The Greens Community Center (the "Building") and all land and improvements (the "Premises") as noted on attached Site Plan (Exhibit A).

Landlord desires to lease the above property to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

Therefore, in consideration of the mutual promises herein contained and other good and valuable considerations, it is agreed:

## 1. Term.

Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Landlord, for One Year beginning January 1, 2012 and ending December 31, 2012. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. The lease will automatically renew unless the Tenant or Landlord gives notice of cancellation one month prior to the end of the term. The Landlord reserves the right to make changes to the lease at the end of each and every term.

## 2. Rental.

A. Tenant shall pay to Landlord during the initial Term rental of Ten Dollars (\$10.00) (Annual Rent) per year plus Forty Percent (40%) of any Rental Fees as per Section Five, without set off or deduction. Annual rent is payable in advance to Landlord at Pelican Point Properties Office, 6473 Highway 44, Suite 201, Gonzales, La.

B. Tenant has paid to Landlord a "Security Deposit" in the amount of Two Thousand Dollars (\$2,000.00).

## 3. Use.

A. The Greens Community Center is a private clubhouse for the exclusive use and enjoyment of The Greens Residents and Greens Resident Occupants only. Tenants and their guests will comply with the attached "The Greens Facilities Governance Policy (Exhibit C) that is a part of this lease. Any changes to the Policy must be enacted by The Greens at Pelican Point Homeowners Association Board of Directors and approved in writing by the Landlord.

B. Landlord and Landlord's Sales Representatives may show the Premises to prospective clients at any time. Landlord, Landlord's Designated Representatives and Landlord's Sales Representatives and their guests, in reasonable numbers as judged by the landlord, may also attend any and every Greens' function at the same cost, if any, charged to residents.

C. Tenant will make available, at no cost, to the Landlord or the Landlord's Designated Representative, the Building and the Premises to use for private functions for the purpose of promoting The Greens at Pelican Point, or, on occasion Pelican Point Golf Community. These functions will be limited in size to conform to Fire Marshall Restrictions. Landlord's use must be in accordance with the attached "The Greens Facilities Governance Policy".

D. Guests will be allowed to use the community center only at specified times: 1.) at official Greens functions where guests are specifically invited, and 2.) Private events should the Ball Room and Grand Hall be rented out. A guest is defined as anyone not living in the Greens as a Resident or Resident Occupant.

#### **4. Sublease and Assignment.**

Tenant shall not sublease all or any part of the leased Premises, or assign this Lease in whole or in part without Landlord's consent.

#### **5. Short Term Rental for Exclusive Private Use**

A. Landlord shall allow the Tenant to rent out for a fee the Grand Ballroom and Grand Hall of the Premises to Greens Residents and Resident Occupants for exclusive private use for the duration of not more than Five (5) hours for any one event. Five hours shall include set up time and clean up time afterwards, as well as the event.

B. Forty percent (40%) of the total fees derived from these rentals will be due to the Landlord. Checks shall be made to Pelican Point Resort Living, LLC.

C. A minimum of 7 days prior to the event, Tenant is to submit to Landlord for approval: copies of rental agreement, special events insurance, hold harmless agreement, and weekly calendar, along with the Forty percent (40%) payment due to Landlord.

D. Guidelines and rates for rentals have been established (Exhibit D). Any damages greater than \$100 will be the responsibility of Greens HOA if the renter does not cover it.

E. This Short Term Rental may be discontinued if for any reason it becomes a nuisance to the neighborhood.

#### **6. Repairs**

A. During the Lease terms, Tenant shall make, at Tenant's expense, all necessary repairs and maintenance to the Leased Premises. Landlord is not responsible for any costs or expenses whatsoever. If repairs are not made by Tenant within Fifteen days (15) of written notice, then Landlord may have the work done at Tenant's expense.

B. At their cost, the Tenant may have an independent certified inspector inspect the Premise prior to occupancy. Landlord will review the inspector's report, and correct any deficiencies that the Landlord deems necessary. This Lease will not be signed, and Tenant will not occupy Premises until Tenant signs off that those necessary deficiencies have been corrected, and Tenant accepts building as is. Both the inspection report (Exhibit E) and the Affidavit of Completion (Exhibit F) are made part of this agreement.

## **7. Alterations and Improvements.**

A. Tenant shall obtain Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to install personal property, equipment and other temporary installations in and upon the Leased Premises. All personal property, equipment, machinery and temporary installations whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Lease Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

B. All furniture and appliances provided by Landlord are to remain at the Leased Premises and while Tenant may have full use of such furniture and appliances, they are the property of the Landlord. (See inventory list attached, Exhibit B.) Any damage to this property is to be borne by the Tenant.

## **8. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term of the Leased Premises, and all personal property taxes with respect to the Leased Premises. Tenant is to reimburse Landlord for real estate taxes or special assessments within Fifteen (15) days of receiving proof of payment.

## **9. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invites, Tenant shall be responsible for the cost of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises for the current appraised value subject to approval of lessor. Tenant is to reimburse Landlord for cost of insurance within Fifteen (15) days of receiving proof of payment. Landlord will provide Tenant with copy of policy when received by Landlord.

C. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on Tenant's personal property, including removable property, located in the leased Premises. Tenant shall name Landlord as additional insured, and the insurance company shall be an

A rated insurance carrier approved by Landlord. Tenant shall provide Landlord with Certificate of Coverage evidencing compliance.

D. Tenant and Landlord shall both maintain a policy or policies of comprehensive general liability insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance Coverage evidencing compliance. Tenant shall pay costs of Landlord's general liability insurance. The following entities are to be listed as additional insured:

Pelican Point Amenities, Inc.  
Pelican Point Properties, LLC  
Pelican Point Resort Living, LLC

In the case of a claim on any of the Landlord's 'Greens Community Center' policies, Tenant will be responsible for any deductible amounts and/or out of pocket expenses incurred by Landlord.

E. Tenant shall obtain the agreement of Tenant's Insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. In the event Tenant shall fail to promptly furnish any insurance herein required, Landlord may affect the same and Tenant shall promptly reimburse Landlord upon demand as Additional Rent, the premium so paid by Landlord.

F. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or Building.

## **10. Utilities**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone, cable, internet and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. Tenant acknowledges that the Leased Premises are designed to provide standard electrical facilities and lighting. No loss of utilities shall be grounds for rental/fee offset.

## **11. Landscaping**

Tenant is responsible for maintaining all landscaping and hardscape on the premises. Any landscaping/hardscape needing to be replaced or repaired will be the responsibility of the Tenant.

Landlord will maintain the grass up to left side of the parking lot (nearest the activity center); Tenant will maintain all other grass. Tenant will also maintain the walkway, lighting and landscaping that is eight feet (8') on either side of the center of the walkway leading to the Gazebo on the lake.

## **12. Triple Net Lease**

This is a triple net lease requiring the tenant to pay, in addition to the stipulated rental, all of the expenses of operating and maintaining all of the Premises on the attached site plan (Exhibit A).

### **13. Signs**

Landlord will provide signage for "The Greens Community Center". No other signage, banners, etc will be allowed, including temporary signage. Landlord, at Landlord's option, may immediately remove and dispose of any of the unauthorized aforementioned items.

### **14. Entry**

Landlord and Landlord's Designated Representatives shall have the right to enter upon the Leased Premises to inspect the same, provided Landlord does not unreasonably interfere with Tenant's events on the property.

### **15. Governance Policy**

Tenants and their guests will comply with the Greens Facilities Governance Policy and all general regulations established for the Building as approved by the Tenant and the Landlord. The rules for the Premises are attached, Exhibit C, and become a part of this lease. Any changes to the rules must be approved in writing by The Greens Board of Directors and the Landlord.

### **16. Damage and Destruction**

Subject to Section 8A above, if the Leased Premises or any part thereof, or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenants purposes, then Tenant shall have the right within Ninety (90) days following the damage to elect by written notice to Landlord to terminate this Lease as of the date of such damage.

### **17. Default**

A. If default shall be made at any time by Tenant of any of the covenants or conditions of this agreement, and if said default shall continue for Thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Premises.

B. In the case of disputes both Landlord and Tenant agree that no legal action will be taken, however, Lease may be terminated with 30 days written notice by either party.

### **18. Condemnation**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover

compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

## **19. Subordination**

A. It is agreed that Landlord shall have the right to place a mortgage or deed of trust on the Premises and this Lease shall be subordinate to any such mortgage or deed of trust whether presently existing or hereafter placed on the Premises, and Tenant agrees to execute any and all documents assisting the effectuating of subordination. Furthermore, if any person or entity shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, Tenant shall automatically agree to such successor in interest, which agreement shall be self-operative and effective upon the signing of this lease, and Tenant shall execute such other agreement in coordination of such agreement as such successor in interest shall reasonably request.

B. Landlord has the right to encumber the premises without consent of the Tenant. Lender should request written consent from Tenant, Tenant must authorize consent. Failure to do so will result in termination of this lease with 30 days written notice given to Tenant.

## **20. Liability**

Landlord shall not be liable to Tenant for any loss or injury to Tenant or to any other person or to the property of Tenant or of any other person unless such loss or damage shall be caused by or result from a negligent act or omission solely on the part of Landlord or any of its agents, servants, or employees. Tenant shall, and does hereby, indemnify and hold harmless Landlord and any other parties in interest from and against any and all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature (including attorney's fees) and of anyone whatsoever (i) relating to or arising from the use and occupancy of the Premises; (ii) due to or arising out of any mechanic's lien filed against the building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to Tenant, or (iii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed or performed.

## **21. Security Deposit**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise prohibited by mandatory non-waivable law or regulation, Landlord may commingle the Security deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this

Lease, the balance of the security Deposit remaining after such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**22. Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: Pelican Point Amenities, INC  
(Landlord)

6473 Highway 44, Suite 201, Gonzales, LA 70737  
(Landlord's Address)

If to Tenant to: The Greens @ Pelican Point Homeowners Assn.  
(Tenant)

Attn: Mary Kelly

6473 Highway 44, Suite 203, Gonzales, LA 70737  
(Tenant's Address)

**23. Waiver**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extend therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**24. Memorandum of Lease**

The parties hereto contemplate that this Lease should not (should) and shall not (shall) be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**25. Successors**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**26. Compliance with Law**

Tenant and their guests shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**27. First Right of Refusal**

The Greens at Pelican Point Homeowners Association, Inc. shall have the first right of refusal for sale of the Building and Premises by Landlord.


**28. Final Agreement**

This Agreement terminates and supersedes all understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

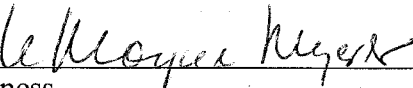
**29. Governing Law**

This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Louisiana.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the day and year first above written.

 2.21.12  
Landlord Date  
Pelican Point Amenities, Inc.

Mary Kelly HOR President 2/21/12  
Tenant Date  
The Greens at Pelican Point Homeowner's Association

 2.21.12  
Witness Date

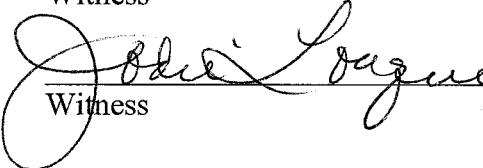
 2/21/12  
Witness Date



Exhibit A

Included in the lease is all the property within the bold outline of the site plan.

The additional outlying property, (marked 'adjacent property' and 'rear adjacent property'), The Greens HOA and residents will have the use of, as long as the Greens HOA agrees to maintain the grass and landscaping on the property marked 'rear adjacent property'.

None of the adjacent property is included in the lease, however, and should the developer need the adjacent property for any reason, he will have immediate access to it, and developer will then resume responsibility for maintaining it.

Landlord: *[Signature]* Date: 9/28/09  
 Tenant: *[Signature]* Date: 9-28-09  
 Witness: *[Signature]* Date:

Witness: *[Signature]* Date: 9/28/09  
 MKK: 5/21/12  
 DR: 2/21/12



Exhibit B

Landlord's Inventory List

- Ivory sofa with 3 extra large floral pillows
- 2 glass topped iron side tables
- 4 matching lamps, wood/iron
- 1 glass topped brass coffee table
- 2 green upholstered side chairs
- 4 yellow upholstered French chairs
- 1 wicker chair
- 1 yellow upholstered small ottoman
- 1 large floor floral display – flowers in large pot
- 2 silver-tone candlesticks
- 1 large floral/vase picture in gold frame
- 2 large tulip pictures in gold frames & 1 small tulip picture
- 5 wood side chairs with leather seats
- 1 basket of dried flowers
- 1 pineapple picture
- 1 'girl w/umbrella' picture
- 1 framed copy of antique map of La. Purchase
- 1 framed copy of antique map of US

*DD*

*2.21.12*

Landlord

Date

*Mary Kelly Green HHA President 2/21/12*

Tenant

Date

*LeWayne Neyske 2/21/12*

Witness

Date

*Jodie Longue 2/21/12*

Witness

Date