

## SHARED PARKING AGREEMENT

This Shared Parking Agreement ("Agreement") is entered into as of August 1<sup>st</sup>, 2025 by and between **Legacy Consortium LLC**, a limited liability company organized and existing under the laws of Florida, with its principal office located at 510 Orange Avenue, Fort Pierce, FL 34950 ("Lessee"), and **4616 Investment, LLC, dba 500 ORANGE EVENT CENTER**, a limited liability company organized and existing under the laws of Florida, with its principal office located at 2005 Coconut Drive, Fort Pierce, FL 34949 ("Lessor").

### RECITALS

WHEREAS, Lessor owns and operates the property located at 500 Orange Avenue, Fort Pierce, FL 34950, including the parking lot (the "Parking Lot");

WHEREAS, Lessee desires to utilize the Parking Lot at 500 Orange Avenue for the arrival and dismissal of students, as well as for repaving and maintaining the Parking Lot for such use;

WHEREAS, Lessor agrees to allow Lessee the shared use of the Parking Lot, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

#### **1. Shared Use of Parking Lot**

Lessor agrees to allow Lessee to share the use of the Parking Lot located at 500 Orange Avenue for the purpose of student arrival and dismissal during the hours specified in the Lessee's school schedule. Lessee shall coordinate and cooperate with Lessor to ensure that the Parking Lot is used safely and efficiently for the arrival and dismissal of students.

#### **2. Repaving and Maintenance of Parking Lot**

Lessee shall be responsible for repaving the Parking Lot between the properties of 500 Orange Avenue and 510 Orange Avenue to facilitate the smooth flow of traffic for the arrival and dismissal loop of students. All repaving work shall be coordinated with Lessor and comply with applicable local ordinances and regulations. Lessee will bear the cost of repaving and any associated improvements.

After the initial repaving, both parties agree to share the responsibility for the ongoing maintenance of the Parking Lot. This includes, but is not limited to, routine repairs, cleaning, and upkeep of the parking area to ensure it remains functional and in good repair throughout the term of this Agreement. Maintenance tasks will be coordinated between both parties to ensure the safety and usability of the shared Parking Lot.

#### **3. Use of Parking Lot for After-School Events**

Lessor agrees to allow Lessee to use the parking lot located at 500 Orange Avenue for student arrival and dismissal, as well as for school-related events that occur both during the school day and outside the normal operating hours of the 500 Orange Avenue Venue.

In return, Lessee agrees to permit Lessor to use the parking lot for events that take place outside of the school's normal operating hours. The specific hours and dates of shared use will be mutually agreed upon in advance by both parties to prevent scheduling conflicts.

#### **4. Insurance Coverage**

Lessee agrees to add **4616 Investment, LLC** as an additional insured on its liability insurance policy covering the Parking Lot during the term of this Agreement. The insurance policy shall provide coverage for any claims arising from Lessee's use of the Parking Lot and any related activities, including but not limited to property damage or personal injury caused during the arrival and dismissal process. Lessee shall provide proof of insurance to Lessor prior to the commencement of the Agreement.

#### **5. Indemnification**

Lessee agrees to indemnify, defend, and hold harmless Lessor and its officers, employees, agents, and invitees from any and all claims, losses, damages, or liabilities arising out of Lessee's use of the Parking Lot, including but not limited to accidents, injuries, or damage to property caused by Lessee or its students, agents, employees, or invitees during the term of this Agreement.

#### **6. Term and Termination**

This Agreement shall commence on **August 1, 2025** and shall remain in effect, unless terminated by either party with **ninety (90) days' written notice** to the other party. Upon termination, Lessee shall remove all vehicles, signage, and other property from the Parking Lot and restore the area to its original condition, reasonable wear and tear excepted.

#### **7. Use Restrictions**

Both parties agree that the Parking Lot will be used only for the purposes outlined in this Agreement. The parties shall not make any alterations, additions, or changes to the Parking Lot area without mutual written consent.

#### **8. Miscellaneous**

- **Notices:** Any notices or communications required under this Agreement shall be in writing and sent to the addresses listed below for each party.
- **Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes all prior agreements, whether written or oral, related to the subject matter of this Agreement.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have executed this Shared Parking Agreement as of the date set forth below.

**LESSOR:**

**4616 Investment, LLC dba 500 ORANGE EVENT CENTER**

By: Stan Synkoski  
Name: Stanley A. Synkoski  
Title: Owner

Mailing address: 2005 Coconut Drive Fort Pierce, FL 34949  
Date: 07/16/2025

**LESSEE:**

**Legacy Consortium LLC**

By: Bryan Vargas  
Name: Bryan Vargas  
Title: CEO  
Date: 07/16/2025