



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Agenda

**Hardee County Economic Development Council
Hardee County Industrial Development Authority**

Regular Meeting

May 11, 2023 at 11:00 AM

**Commission Chambers
412 W. Orange Street, Room 102, Wauchula, FL 33873**

Board Members

Lee Mikell, Chairman
Barney Cherry, Vice-Chairman
Gene Davis
Calli Ward
Courtney Green



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

1. CALL TO ORDER

2. APPROVAL OF AGENDA

PLEASE TURN OFF CELL PHONES

3. APPROVAL OF MINUTES

1. Lee Mikell -April 2023 EDC/IDA Minutes

ACTION RECOMMENDED: Motion to approve the April 2023 EDC/IDA minutes as presented.

4. EXECUTIVE REPORT- DEFER TO 5.3

5. ACTION ITEMS

1. Wade Sansbury -Financial Audit for FYE 2022

ACTION RECOMMENDED: Motion to accept the financial audit for FYE 2022.

2. Jessica Newman -First Amendment for the Parking Lot Facilities Agreement with City of Wauchula CRA

ACTION RECOMMENDED: Motion to approve the first amendment for the parking lot facilities agreement with the City of Wauchula CRA and authorize the Chair or Vice Chair to sign.

3. Justin Smith -Lease with Option to Purchase 126 W. Main

ACTION RECOMMENDED: Motion to approve the lease with the option to purchase for 126 W. Main Street and authorize the Chair or Vice Chair to sign.

4. Denise Grimsley -PYA Proposal and General Business Terms

ACTION RECOMMENDED: Motion to accept the proposal from PYA and authorize the Chair or Vice Chair to sign the general business terms with PYA.

5. Justin Smith -Commercial Purchase Contract for 113 N. 7th Ave, Wauchula

ACTION RECOMMENDED: Motion to approve the contract to purchase 113 N. 7th Avenue, Wauchula on the terms and conditions set forth in the Commercial Sale/Purchase Contract as presented, and to authorize the Chair or Vice Chair to sign the contract, deliver the contract to

seller, transfer the funds as set forth in accordance with the contract, and to sign documents necessary to effectuate the transaction.

ACTION RECOMMENDED: Motion to approve Resolution 2023-02 A resolution of the Hardee County Industrial Development Authority approving and authorizing the execution of a commercial sale/purchase contract for the purchase of real property located at 113 N. 7th Avenue, Wauchula, Hardee County, Florida and approving and authorizing closing on the purchase of the real property, and authorize the Chair or Vice Chair to sign.

6. **Justin Smith -Debut Development Lease**

ACTION RECOMMENDED: Motion to approve the lease for Debut Development and authorize the Chair or Vice Chair to sign.

6. FINANCIAL REPORT

1. **Kristi Schierling -April 2023 EDC/IDA Financials**

ACTION RECOMMENDED: Motion to approve the April 2023 EDC/IDA financials as presented.

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

April 2023 EDC/IDA Minutes
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
April 2023



Minutes

Hardee County Economic Development Council
Hardee County Industrial Development Authority

Regular Meeting

April 13, 2023 at 8:30 AM

Commission Chambers
412 W. Orange Street, Room 102, Wauchula, FL 33873

Board Members

Lee Mikell, Chairman
Barney Cherry, Vice-Chairman
Gene Davis
Calli Ward
Courtney Green



1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Lee Mikell	Chairman	Present	
Barney Cherry	Vice-Chairman	Present	
Gene Davis	Board Member	Present	
Calli Ward	Board Member	Present	
Courtney Green	Board Member	Present	

Visiting: Randy Crews, Stacy Crews, Commissioner Renee Wyatt, Bruce Stayer, Lacey Webb, Commissioner Russ Melendy, Sharon Moye, Michael Kelly, Rhonda Cole, Jessica Newman, and County Manager Terry Atchley.

Staff: Denise Grimsley, Justin Smith, Sarah Evers, Krystin Chapman, and Kristi Schierling.

EDC/IDA Attorney: Bert Harris

2. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented

A motion was made and seconded to approve the agenda as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gene Davis, Board Member
SECONDER:	Calli Ward, Board Member
AYES:	Mikell, Cherry, Davis, Ward, Green

3. APPROVAL OF MINUTES

1. **Lee Mikell** -March 2023 EDC/IDA Minutes

A motion was made and seconded to approve the March 2023 EDC/IDA minutes as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Courtney Green, Board Member
SECONDER:	Barney Cherry, Vice-Chairman
AYES:	Mikell, Cherry, Davis, Ward, Green

4. UPDATES

1. **Justin Smith** -Executive Report

Justin Smith started out with an update on broadband. The LTPT met and there are a few applicants that are going for this round of funding. Justin attend a broadband summit on Monday.

Denise Grimsley gave an update on our presence in the state. Denise attended the Enterprise Florida board meeting and met with the executive leadership of Enterprise Florida. They are noticing our presence on LinkedIn and sending things our way. We have been invited to Orlando to meet with their leadership team. Justin Smith attended the Lay of the Land conference which is an annual conference and is a comprehensive look of the economic indicators of Florida. Hardee County will be highlighted in the May issue of Florida Trend. It will be a two page spread. We will also be highlighted in the May issue of Site Selector magazine. We are attending our first manufacturing conference in October. The week of April 25 we will be attending Rural Days in Tallahassee. We have also submitted 3 proposals this past 30 days. Denise, Jessica Newman, Chief Eason and Kyle Long visited with a hotel developer in Ocala. He will be visiting our area in May and tour our

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downtown. Denise will attend the transportation summit next week that is put on by the Florida Chamber. Met with DOT yesterday and discussed the different corridors.

Justin Smith spoke about office procedures as it relates to our business recruitment and retention program. In the past we have stuck to industrial and manufacturing properties and used the job creation metric with our lease purchase agreements. Going through our planning process, we are also looking at other areas of economic development. For non manufacturing businesses, we will own the real property. We will not own a business or take part in the day to day operations.

5. AGENDA ITEMS**1. Justin Smith -Contract for Purchase of Real Property 943 S. 6th Ave, Wauchula**

Justin Smith reviewed the contract. This is for the bowling alley property. We are only purchasing the property and the building. The price is \$725,000. We will conduct an appraisal during the 90 day due diligence period and anything else we see necessary to complete. We are speaking with Randy and Stacy Crews to be the operators of the business. They would purchase the business of the bowling alley and any personal property that comes with it. We were approached by many individuals but the Crews' were the ones that took the recommendations we had. We wanted to see a full business plan and proforma. They went through the process with the SBDC. We are still working on lease purchase options with them. That will come back before the board in a couple of months. This purchase will be used with the funds from the Economic Development fund in the Ona Mine account.

A motion was made and seconded to approve the contract to purchase 943 S. 6th Avenue, Wauchula on the terms and conditions set forth in the commercial sale/purchase contract as presented, and to authorize the Chair or Vice Chair to sign the contract, deliver the contract to seller, transfer the funds as set forth in the contract, and to sign documents necessary to effectuate the transaction.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barney Cherry, Vice-Chairman
SECONDER:	Gene Davis, Board Member
AYES:	Mikell, Cherry, Davis, Ward, Green

2. Justin Smith -Resolution 2023-01: A Resolution of the Hardee County Industrial Development Authority approving and authorizing the execution of a commercial contract for the purchase of real property and approving and authorizing closing of the real property at 943 S. 6th Ave, Wauchula, Hardee County, Florida.

Lee Mikell read Resolution 2023-01 into the record.

RESOLUTION NO. 2023-01

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF A COMMERCIAL CONTRACT FOR THE PURCHASE OF REAL PROPERTY AND APPROVING AND AUTHORIZING CLOSING OF THE REAL PROPERTY AT 943 S 6TH AVE., WAUCHULA, HARDEE COUNTY, FLORIDA.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) desires to purchase certain real property commonly known as 943 S 6th Avenue, Wauchula, Hardee County, Florida, as more specifically depicted or described in the Commercial Sale/Purchase Contract attached hereto as Exhibit “1” (the “Property”);

WHEREAS, the Property is located on U.S. Hwy 17, a main throughway in Hardee County;

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and

WHEREAS, the acquisition of the Property by the IDA will foster economic development in Hardee County through job creation and economic growth in the community due to the presence of a recreation facility.

NOW, THEREFORE, BE IT RESOLVED BY the Hardee County Industrial Development Authority that:

1. The Board of the Hardee County Industrial Development Authority finds that acquisition of the Property will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.
2. The Board of the Hardee County Industrial Development Authority hereby approves the terms set forth in the Commercial Sale/Purchase Contract attached hereto as Exhibit "A".
3. The Board of the Hardee County Industrial Development Authority does hereby authorize the execution and delivery of the Commercial Sale/Purchase Contract attached hereto as Exhibit "A" for the purchase of the Property by the Chair and/or Vice Chair.
4. The Chair and/or Vice Chair is hereby authorized to make transfers of funds and to sign documents necessary to effectuate the IDA's responsibilities pursuant to and under the Commercial Sale/Purchase Contract, including authorization to sign all documents and to transfer all funds necessary to effectuate the Closing of the purchase of the Property pursuant to the terms of the Commercial Sale/Purchase Contract.
5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 13th day of April, 2023 by the Hardee County Industrial Development Authority.

A motion was made and seconded to approve resolution 2023-01 as read into the record.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Barney Cherry, Vice-Chairman
AYES:	Mikell, Cherry, Davis, Ward, Green

3. **Denise Grimsley** -Interlocal Agreement By and Between The Wauchula Community Redevelopment Agency and The Hardee County Industrial Development Authority for US 17 Planning Initiative

Denise Grimsley reminded everyone that we have been engaged with the local municipalities, Chamber of Commerce, Main Street Wauchula, Wauhcula CRA and various stakeholders. The City of Wauchula CRA has been an integral part of these discussions and they are ready to move this planning to the next level. We have discussed bringing in an urban planner. We need to clean up the view corridor of our downtown, 62, and 64. Before the board today is an inter local agreement proposing an urban planning initiative regarding coordinated land use, transportation and economic development strategies for the US 17 corridor including the CRA boundary. This will build on the work we started 6 months ago with our focus groups. This study will look at the Hwy 17 corridor and assist us in determining what businesses need to go where as we are planning and would also include beautification of the corridor. The consultants will join in on the focus groups. The City

Attachment: April 2023 (April 2023 EDC/IDA Minutes)

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approved this agreement in their meeting on Monday night and our staff is recommending approval of the inter local agreement. This will be paid for with the funds from the Ona Mine Economic Development line item.

A motion was made and seconded to approve the inter local agreement with the City of Wauchula CRA for the planning based initiative regarding coordinated land use, transportation, and economic development strategies for HWY 17 corridor, including the expenditure up to \$150,000 for the cost of the initiative, and authorize the Chair or Vice Chair to sign.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Courtney Green, Board Member
SECONDER:	Calli Ward, Board Member
AYES:	Mikell, Cherry, Davis, Ward, Green

4. Bert Harris -Settlement Agreement with Exhibits

Attorney Bert Harris explained the terms of the settlement with the board. Mr. Kuhlman has agreed to not photograph or video staff while he is inside the office. He will leave his cell phone and any other device capable of taking photos or video in his vehicle while inside the IDA office. The no trespass order will be vacated. We do reserve the right to seek a future order if deemed necessary. The IDA will reimburse Mr. Kuhlman attorneys' fees and costs in the amount of \$235,000. Gene Davis stated his reasons for not supporting the settlement agreement. Other members stated they would like to accept the agreement and move on. Mr. Harris recommends agreeing to the settlement.

A motion was made and seconded with Gene Davis opposing to approve the settlement documents as presented and authorize the Chair or Vice Chair to sign.

RESULT:	APPROVED [4 TO 1]
MOVER:	Courtney Green, Board Member
SECONDER:	Barney Cherry, Vice-Chairman
AYES:	Mikell, Cherry, Ward, Green
NAYS:	Davis

6. FINANCIAL REPORT

1. Kristi Schierling -March 2023 EDC/IDA Financials

A motion was made and seconded to approve the March 2023 EDC/IDA financials as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Gene Davis, Board Member
AYES:	Mikell, Cherry, Davis, Ward, Green

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

Financial Audit for FYE 2022
Appointment
From the ClearLine
Kristi Schierling, Office Manager

First Amendment for the Parking Lot Facilities Agreement with City of Wauchula CRA
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
First Amendment to Parking Facilities Agreement - CRA and IDA 5-8-23 CLEAN

**FIRST AMENDMENT TO THE
CITY OF WAUCHULA, FLORIDA / HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY PARKING FACILITIES AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2023, by and between the **Hardee County Industrial Development Authority**, a dependent special district created under the laws of the State of Florida (hereafter "IDA"), and the **City of Wauchula, Florida**, a municipal corporation created under the laws of the State of Florida (hereafter "Wauchula" or "City").

1. The parties entered into a Parking Facilities Agreement as of July 19, 2021 regarding improvement and expansion of surface parking facilities downtown Wauchula (the "Agreement"), which Agreement the parties now desire to amend as set forth herein.

2. Capitalized terms used herein shall have the same meaning as given to them in the Agreement unless specifically indicated otherwise.

3. Section 5 of the Agreement is amended to add the following provision:

Each time the City submits a reimbursement request to the State pursuant to the State Grant, City shall submit a corresponding payment request to the IDA in an amount not to exceed the reimbursement request being contemporaneously sought by City through the State Grant.

4. Except as specifically modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district **CITY OF WAUCHULA, FLORIDA, a municipal corporation**

By: _____
Lee Mikell, Chair

By: _____
Richard Keith Nadaskay, Jr., Mayor

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

Attachment: First Amendment to Parking Facilities Agreement - CRA and IDA 5-8-23 CLEAN (First Amendment for the Parking Lot Facilities

Lease with Option to Purchase 126 W. Main
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
Lease wPurchase Utilitech

COMMERCIAL LEASE WITH OPTION TO PURCHASE BY AND BETWEEN HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND UTILITECH, INC.

THIS COMMERCIAL LEASE AGREEMENT WITH OPTION TO PURCHASE is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida operating pursuant to Chapter 159, Florida Statutes (herein called "OWNER") and **UTILITECH, INC.** a Florida corporation with an address at 130 W Main Street, Wauchula, Florida 33873 (herein called "TENANT").

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 126 W Main Street, Wauchula, Hardee County, Florida;

WHEREAS, OWNER has agreed to lease the property to TENANT with option to purchase;

WHEREAS, TENANT wishes to lease said property from OWNER; and

WHEREAS, OWNER and TENANT wish to enter into this Commercial Lease with Option to Purchase, which terms shall supersede that of the Prior Lease.

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. The above stated recitals are true and correct and are incorporated herein by reference. The parties agree that this Commercial Lease Agreement with Option to Purchase shall supersede any and all prior leases or options as to the Premises (as hereinafter defined) between the parties.

2. **TERM**. The initial term of this Lease Agreement shall be for three (3) years commencing on _____ ("Effective Date") and ending on _____ ("Term End Date"), unless sooner terminated as herein provided.

3. **PROPERTY**. The property subject to this Agreement, commonly known as 126 W Main Street, Wauchula, Hardee County, Florida, and containing a commercial building, is more specifically described as:

Attachment: Lease wPurchase Utilitech (Lease with Option to Purchase 126 W. Main)

The East 27 feet of the West 62 feet of Lot 18, less the North 23 feet thereof, and the East 27 feet of the West 62 of Lots 19 and 20, all in Block 20, Plat of Town of Wauchula, according to the map or thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.

(herein called the "Premises").

4. USE AND SUITABILITY. The Premises are to be used by TENANT for the purpose of retail bakery and soda shop. TENANT will make no unlawful, improper, or offensive use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the OWNER as to the suitability of the Premises for the TENANT's purposes.

5. RENT. TENANT shall pay monthly rent to OWNER equal to **\$2,317.50** except as otherwise provided herein. No rent shall be due for each months one, two, and three following the Effective Date. Fifty percent (50%) of the monthly rent shall be due for each months four, five, and six following the Effective Date. Beginning on month seven following the Effective Date, monthly rent shall be due and payable in full. Rent shall be paid by TENANT to OWNER, together with any sales or use taxes thereon, in advance, on or before the first day of each month. The amount of rent shall never decrease. No security deposit is required for this Lease.

6. LATE PAYMENTS. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

7. WORTHLESS PAYMENTS. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

8. EMERGENCY CONTACT. TENANT shall provide OWNER with the name and telephone number of a contact person who shall be on call at all times to respond in case of emergency. In addition, TENANT shall ensure that OWNER has 24-hour access to the Premises for purposes of emergency, including key-card access, if applicable.

9. COMMUNITY INVOLVEMENT. TENANT agrees that it will join and maintain membership with the Main Street Wauchula at its own cost and expense

throughout the term of this Lease in recognition of TENANT's desire to develop strong bonds with local businesses and the community in furtherance of fostering economic growth of Hardee County. Further, TENANT agrees to be open during special functions and parades occurring along Main Street, Wauchula.

10. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if instructed to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

11. TAXES. TENANT shall pay all Florida sales or use taxes on this Lease or the lease payments. Failure to pay such charges when due shall be paid by TENANT to OWNER on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

12. UTILITIES AND SERVICES. OWNER will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT except as specifically set forth herein. TENANT shall be solely responsible for such charges and, if OWNER shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder. OWNER shall pay one-half of the initial electricity deposit required for the Premises; provided, however, that if during the 12 months immediately following the Effective Date the lease is terminated for any reason or TENANT vacates the Premises for any reason, then TENANT shall pay to OWNER the one-half initial electric deposit paid by OWNER without demand and within 15 days of such termination or vacation. If

TENANT fails to pay OWNER the one-half deposit, then those amounts shall be considered additional rent.

13. SIGNAGE. All signage on the property must be approved by OWNER as to style, location, content, and construction before installation, which approval will not be unreasonably withheld.

14. ASSIGNMENT / SUBLEASE. TENANT shall not assign this Lease without the written consent of OWNER, which consent will not be unreasonably withheld. TENANT may sublet the Premises, provided such subletting shall be subject to the terms and conditions of this Lease and sublessor shall acknowledge and agree to the same in writing, and further provided that TENANT shall notify OWNER in writing of such subletting promptly. Such subletting shall not release TENANT from any of its obligations under this Lease.

15. ALTERATIONS. The TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises. All furnishings, inventory, machinery, and equipment constructed or installed on the Premises by TENANT shall be the property of TENANT and the TENANT shall have legal title thereto during the term of this Lease; however, upon the expiration or termination of this Lease, title to all such fixtures shall automatically revert to and vest in the LANDLORD, except as provided in Paragraph 26 herein.

16. MAINTENANCE AND REPAIRS. TENANT shall be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including parking lot/spaces, lawn maintenance, landscaping, and irrigation system, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs to the reasonable satisfaction of OWNER within a reasonable period of time after receipt of written notice of need for such repair from OWNER, OWNER may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay OWNER'S costs for making such repairs, including OWNER'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the

tenth day after billing therefor until paid and shall constitute additional rent. OWNER reserves the right to enter on the Premises at all reasonable times to make such repairs.

17. LANDSCAPING. TENANT shall be responsible for all mowing and landscaping at the Premises, including upkeep and replacing plants, shrubs, grass, and trees, as necessary. Any substantial modification by TENANT of the landscaping in place as of the Effective Date shall be subject to prior approval of OWNER. All mechanical units and refuse receptacles shall be shielded from public view. TENANT shall maintain all sidewalks and paved surfaces free of debris and in good condition.

18. NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of OWNER and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon OWNER's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

19. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. OWNER shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

20. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement of OWNER relative to the operation or maintenance of the Premises, the execution of which has been or may be required as a condition precedent to the receipt of or expenditure of funds for development.

21. PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Hardee County Industrial Development Authority, and further subordinate to existing or future agreements between the OWNER and any branch or agency of the Government

of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Premises. The parties specifically understand and agree that some of the improvements to the Premises may be funded in whole or in part by grants from State and Federal Government. TENANT agrees to comply with all state and federal laws and the rules upon which the grants are conditioned.

22. HOLD HARMLESS. TENANT agrees to hold OWNER harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the OWNER's sole negligence. TENANT agrees to pay on behalf of OWNER, and to pay the cost of OWNER's legal defense, as may be selected by OWNER, for all claims described in this paragraph. Such payment on behalf of OWNER shall be in addition to any and all other legal remedies available to OWNER and shall not be considered to be OWNER's exclusive remedy.

23. INSURANCE AND INDEMNITY. TENANT will at its own expense and at all times during the term of this Lease Agreement, provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall: **(i)** Specifically recognize and insure the contractual liability assumed by TENANT under this Commercial Lease Agreement; **(ii)** Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to OWNER and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; **(iii)** Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to OWNER except for non-payment of premium; **(iv)** Specifically waive insurers' rights of subrogation against OWNER; and **(v)** Specifically recognize that should TENANT's policies provide a limit of liability in excess of the amounts required below, OWNER shall have the right of the benefit to the full extent of the coverage available.

A. PROPERTY/CONTENT COVERAGE. TENANT shall procure and

maintain for the term of this lease, at its expense, All Risk / Special Form insurance coverage for its personal property, including all contents, trade fixtures, machinery, equipment, furniture, furnishings, and TENANT's leasehold improvements.

B. LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$3,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

C. BUSINESS AUTO INSURANCE. TENANT shall, at its own expense, maintain Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

D. WORKERS' COMPENSATION. TENANT shall have and maintain workers' compensation insurance as required by law.

E. CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to OWNER annually at the address in the "Notices" clause of this Agreement.

F. TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

G. INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES. TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will **a)** invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or **b)** increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse OWNER and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

H. TENANT'S NEGLIGENCE. If the 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 invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

I. INDEMNIFICATION. TENANT shall indemnify OWNER and hold OWNER harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of OWNER.

24. COMPLIANCE WITH ALL LAWS AND RESTRICTIONS. TENANT hereby agrees to abide by all applicable local, state, and federal laws, statutes, regulations, and rules, including any and all ordinances, building codes, or covenants and restrictions governing the Premises.

25. NOTICES. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery, or facsimile addressed to:

If to TENANT:
 Matthew K. Thompson
 130 W Main Street
 Wauchula, Florida 33873

If to OWNER:
 The Development Group
 107 East Main Street
 PO Box 458
 Wauchula, Florida 33873

With copy to:
 Swaine, Harris & Wohl, P.A.
 Attn: Shannon L. Nash, Esq.
 425 S. Commerce Avenue
 Sebring, Florida 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address. Management of the Premises on behalf of the OWNER shall be by and through Hardee County Economic Development Council, Inc., d/b/a The Development Group.

26. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon expiration or termination of this Agreement, provided all monies due OWNER have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures, including irrigation system, shall not be considered personal property. TENANT shall repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the expiration or termination date of this Lease, OWNER reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

27. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, OWNER may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which OWNER would otherwise have to hold

TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, OWNER shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

28. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** A failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days; **(f)** TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or **(g)** TENANT defaults under any other lease or agreement with OWNER.

29. OWNER'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, OWNER may immediately or at any time thereafter do one or more of the following: **(a)** Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; **(b)** Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to OWNER; **(c)** Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to OWNER as the same is due, becomes

due, or accumulates; **(d)** Accelerate the rent to be paid over the entire term of this Lease and bring then or thereafter an action for said rent and all other amounts due and owing by TENANT to OWNER; **(e)** Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; **(f)** Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or **(g)** Exercise any combination of the above or any other remedy provided by law.

30. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: **(i)** No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; **(ii)** In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and **(iii)** In the event of a breach of any of the above nondiscrimination covenants, OWNER shall have the right to terminate the lease.

31. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs,

cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

32. RADON GAS. 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. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notification is pursuant to §404.056(5), Florida Statutes.

33. STORM WATER POLLUTION PREVENTION PLAN. TENANT agrees to abide by all rules and regulations established by OWNER or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

34. OFAC LIST. TENANT hereby represents, warrants and covenants to OWNER that neither TENANT nor any person or entity that directly or indirectly (i) controls TENANT or (ii) has an ownership interest in Tenant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

35. OPTION TO PURCHASE.

A. OWNER grants to TENANT the exclusive option to purchase the Premises defined in this Lease on the terms and conditions set forth in this Section 35.

B. Provided TENANT is not in default under the Lease or any other agreement with or obligation to OWNER, TENANT may elect to purchase the Premises, including all improvements then-contained on the Premises, by giving OWNER written notice thereof beginning the 18th month after the Effective Date and continuing through

the earlier of the Term End Date or termination of the Lease. (*For purposes of example only, if the effective date of a three-year lease was June 1, 2023, then a tenant in good standing may elect to purchase the premises beginning December 1, 2024 and ending on the three-year term end date of May 31, 2026.*)

C. TENANT shall give OWNER written notice of its election pursuant to the Notice provisions set forth in the Lease. OWNER shall, within forty-five (45) days after receipt of such notice, provide TENANT with a contract for sale/purchase at the Purchase Option Price (defined hereinafter) with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. The sale/purchase contract shall provide for a closing date no less than 90 days after full execution of the contract. Further, the contract shall be contingent upon TENANT and OWNER entering into a right of first refusal whereby, for a period of five years after the closing date, OWNER has first right to re-purchase the Premises from TENANT at a purchase price that is 20% less than the then-current appraised value. In addition, such contract shall contain all reasonable standard provisions for contracts for similar sales.

D. The "Purchase Option Price" shall be the appraised value of the Premises as of the effective date of the sale/purchase contract entered into by TENANT and OWNER less 20% of said appraised value. (*For purpose of example only, if the appraised value is \$100,000.00 then the option purchase price is \$80,000.00.*)

E. Any appraiser required herein shall be selected by the OWNER, and OWNER shall bear all appraisal costs.

F. The consideration for this option is the mutual covenants of the parties, one to the other, as well as One Dollar (\$1.00) from TENANT to OWNER upon execution of the Lease.

G. TENANT's failure to remain in good standing (including any failure to timely make rent payments) under this Lease shall terminate this option; provided, however, that if TENANT cures any such default, the option shall remain. This option shall not survive the expiration or termination of this Lease. This purchase option may not be assigned by TENANT.

36. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including

OWNER's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.

37. WAIVER OF BREACH. Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

38. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

39. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

40. JURISDICTION AND VENUE. The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida; venue is appropriate in the Circuit Court in and for Hardee County, Florida. All issues will be governed by Florida Law.

41. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

42. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.

43. TIME. Time is of the essence of this agreement.

44. MULTIPLES; RECORDING. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording of this Lease is strictly prohibited and shall be an event of default; a memorandum of lease executed by both parties shall be recorded at TENANT's expense upon request by OWNER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

<p>UTILITECH, INC. a Florida corporation</p> <p>By: _____</p> <p>Name: Matthew K. Thompson</p> <p>Its: President</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>Name: Sheena Deemer</p> <p>Its: Secretary</p> <p><i>(corporate seal)</i></p>	<p>HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, dependent special district and body politic and corporate of the State of Florida</p> <p>By: _____</p> <p>Name: Lee Mikell</p> <p>Its: Chair</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>Print Name: _____</p>
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Attachment: Lease wPurchase Utilitech (Lease with Option to Purchase 126 W. Main)

PYA Proposal and General Business Terms
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
PROP_Hardee Co ALF 5.5.23 FNL

STRATEGIC PLANNING SERVICES

Proposal to Serve
**Hardee County Industrial
Development Authority**

Assisted Living Facility Market Demand Assessment

May 5, 2023

Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)





PYA, P.C.
One Cherokee Mills
2220 Sutherland Avenue
Knoxville, TN 37919
(865) 673-0844 | pyapc.com

May 5, 2023

Ms. Denise Grimsley
The Development Group
107 East Main Street
Wauchula, FL 33873

Dear Ms. Grimsley:

PYA, P.C. (PYA) is pleased to submit this proposal Hardee County Industrial Development Authority (HCIDA) outlining our approach to conducting a market demand assessment for assisted living facility (ALF) services. This letter describes our understanding of your needs, proposed approach, engagement team, timing, general business terms, and estimated professional fees.

Each firm brings a unique set of qualifications to meet HCIDA’s needs for this engagement. Consistently ranked as one of the nation’s top 20 healthcare consulting firms by *Modern Healthcare* magazine, PYA brings extensive experience in market demand planning, facility planning support, provider affiliations, and financial feasibility analysis.

We sincerely appreciate the opportunity to submit this proposal to assist with this important initiative and look forward to further discussions with you. If you agree with the terms set forth in this letter and accompanying general business terms, please indicate your acknowledgement by signing and returning an executed copy of this letter. Should you have any questions regarding this proposal or the proposed scope of the engagement, please contact Brian Fuller at (865) 684-2920 or bfuller@pyapc.com.

Respectfully,

PYA, P.C.

PYA, P.C.

Acknowledged and Accepted on Behalf of Hardee County Industrial Development Authority:

By: _____
(Signature)

Title: _____

Name: _____
(Please Print)

Date: _____

Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)



OUR UNDERSTANDING OF YOUR NEEDS

In 2019, HCIDA contemplated selling newly acquired property to a developer/operator for ALF services. Consequently, HCIDA engaged PYA to perform a market demand assessment for ALF services to quantify ALF need in the county. However, in the time since the previous engagement in 2019, the building has since been repurposed for other uses.

Currently, PYA understands that HCIDA again plans to attract a developer/operator for ALF and potentially some dementia care services. Further, the only assisted living facility in Hardee County has recently closed. Therefore, PYA understands that HCIDA wishes for PYA to update the 2019 ALF demographic and market demand assessment for Hardee County (Hardee). Additionally, HCIDA wants to understand how many skilled nursing facility (SNF) beds are available in the County and details into how such beds are acquired and operated.

OUR QUALIFICATIONS

As a professional corporation with 43 Principals, our team of resources is more than 200 strong and continually growing. Our people have backgrounds and degrees in nursing, healthcare administration, public health, medicine, economics, finance, management, accounting, tax, and law. Several have extensive prior experience with other healthcare-related organizations, and have specialized training in clinical medicine, clinical coding, and regulatory matters.

Because of our focus on client service and the highly motivating environment in which we operate, we have been very successful in recruiting dedicated and experienced people from national consulting firms and healthcare organizations.



PROPOSED APPROACH AND SCOPE OF SERVICES

Our approach will be an ALF Market Demand Assessment. Specific workplan steps and deliverables are summarized below.

- **Engagement Initiation:** identify engagement participants and roles; calendar meetings, interviews, and check-ins.
- **Information Gathering:** interview key stakeholders with knowledge of the market to determine the primary service area (PSA) for analysis and gain input on recent demand and competitor trends.
- **Analyze:** Update the demand analysis, performed in 2019, for assisted living in the PSA. The demand analysis will include:
 - Market demographics and projections (including population size, growth, age, income, and health status).
 - High level competitive assessment of current assisted living providers in the surrounding counties.
 - Identification of local and state-wide market impacts in Florida from interviews, recent housing studies, and knowledge PYA has gathered from other client projects in the state.
 - Calculations of ALF net demand for the PSA.
 - Determination of available SNF beds available in the County and details into how such beds are acquired and operated. *If a SNF Market Demand Assessment is desired, PYA will provide a separate scope of work in an addendum to this agreement.*
- **Finalize:** Develop an estimate of net demand for ALF services along with qualitative conclusions on level of competition. PYA will develop finalize conclusions and produce an **updated** report.

Deliverables

PYA will prepare an updated summary report to include the following:

- Executive Summary of Findings – PSA market analysis including demographics, demand for ALFs, and high-level competitive analysis



ASSISTED LIVING FACILITY ASSESSMENT

PROJECT TEAM

We appreciate the importance of this initiative. Accordingly, to ensure your objectives are met, we are committed to devoting the appropriate level of resources to effectively lead and complete these services. Listed below are PYA professionals who have a breadth of experience in healthcare strategic and facility planning. They will be focused on leading this engagement to meet your needs.



David W. McMillan
Client Service Executive
Principal



Brian P. Fuller
Engagement Principal
Principal



Dwight O. Tarwater
Project Manager
Manager

Consulting Staff, As Needed

As the Client Service Executive, David McMillan will have ultimate responsibility for this engagement and HCIDA's satisfaction with the engagement. As the Engagement Principal, Brian Fuller will provide overall, day-to-day engagement management and will lead the market demand assessment, assisted by Dwight Tarwater. Other PYA staff may provide engagement support to ensure successful completion of the engagement. Summary profiles for the Engagement Team responsible for this engagement are presented for your review in *Appendix C*.

PROPOSED TIMELINE

PYA is prepared to begin this engagement immediately upon authorization by HCIDA. We anticipate completing the analysis within six to eight weeks from receipt of any requested data and assuming timeline completion of interviews.



ESTIMATED FEES AND PAYMENT TERMS

Professional fees associated with this engagement will be billed based on actual hours incurred at our standard rates. Our standard professional hourly rates range from \$170 to \$565. Based on our current understanding of HCIDA's needs and the proposed work plan, we estimate our professional fees for this engagement to be as follows.

Engagement Component	Professional Fees
Market Demand Assessment	\$30,000 - \$35,000

Professional fees incurred will be invoiced on a monthly basis and are payable upon presentation. In addition to our professional fees, all incidental expenses, including travel, related to this engagement will be billed to you based on actual costs. We are confident that PYA's value to you will be apparent in the service and the product you receive.

CONCLUSION

We sincerely appreciate the opportunity to submit this proposal to assist HCIDA with this important initiative. We look forward to further discussions with you. If you have any questions regarding this proposal and/or the scope of services detailed herein, please do not hesitate to contact Brian Fuller at (865) 684-2920.



**APPENDIX A:
FIRM INFORMATION**

Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)



FIRM INFORMATION

PYA BACKGROUND



YEAR FOUNDED
1983

SIZE OF FIRM
230+
WE ARE A TOP ACCOUNTING & CONSULTING FIRM

OFFICE LOCATIONS
Atlanta
Charlotte
Helena
Kansas City
Knoxville
Nashville
Tampa



WE SERVE A MULTITUDE OF INDUSTRIES

Community Banks | Not for Profit Organizations | Industrial Development Boards | Entrepreneurial Start-Ups | High Wealth Individuals | Privately Owned Small Businesses | Academic Medical Centers | Diagnostic Centers | Dialysis Centers Health Plans | Health Systems | Home Health Agencies Hospices Hospitals | Independent Practice Associations (IPAs) Maternity Centers | Medical Groups | Mental Health Centers Nursing Homes | Physical Therapy Centers | Physicians Psychiatric Hospitals | Rural Health Centers | Surgery Centers Title Insurance | Urgent Care Centers

CLIENT LOCATIONS



IN AN INDUSTRY DRIVEN BY CREDENTIALS, OUR TALENTED TEAM HAS THE ALPHABET COVERED...

AAPC ICD-10-CM INSTRUCTOR, ABV, AM, AMLP, ASA, ASC-EM, BSN, CBA, CCE, CCIM, CCM, CCS, CCSFP, CCVTC, CCVTS ICD-10-CM TRAINER, CEMC, CFA, CFE, CFP, CFF, CHC, CHCA-F, CHR, CHQR, CIA, CISA, CMA, CMPE, COSC, CPA, CPC, CPC-I, CPHQ, CPM, CPMA, CRCM, CRE, CRMA, CVA, FACHE, FHFMA, IACCP, JD, LLM, MAcc, MBA, MC, MHA, MPA, MPH, MS, MSHA, MSHI, MST, PCMH, PHR, PMP, RHIA, RN, SHRM-CR, SHRM-SCP



Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)



WHY PYA?

PYA understands its 40 years of success is a direct result of highly motivated and experienced people.

As a professional corporation with 43 Principals, our team of resources is more than 200 strong and continually growing. Our people have backgrounds and degrees in nursing, healthcare administration, public health, medicine, economics, finance, management, accounting, tax, and law. Several have extensive prior experience with other healthcare-related organizations, and have specialized training in clinical medicine, clinical coding, and regulatory matters.

Because of our focus on client service and the highly motivating environment in which we operate, we have been very successful in recruiting dedicated and experienced people from national consulting firms and healthcare organizations.

Leveraging the diverse experience and expertise of our people allows us to gain a unique perspective on the industry and marketplace. We call it Vision Beyond the Numbers[®]. We use this perspective to develop tools and methodologies that help our clients identify opportunities and creative solutions where other consultants have only found problems. We value most the integrity and objectivity of our people. These values enable us to continuously deliver and maintain the quality of service that clients require. Additionally, we offer the following compelling reasons for selecting our firm:

- PYA has built one of the largest dedicated healthcare consulting practices in the nation.
- PYA utilizes experienced professionals to achieve superior results in a cost effective and timely manner.
- PYA determines success not by completion of individual projects, but by the ultimate success of its clients. We feel that this, combined with our unmatched knowledge of the strategies and operational goals being implemented today by healthcare providers and businesses, makes us the firm of choice.



WHY PYA?

PYA is THE firm to watch.

PYA is growing. During the last five years, PYA has added 1,691 new clients. We attribute our continued growth to the fact that healthcare organizations trust our vision to guide them through difficult and ever-changing economic times.

1,691
NEW CLIENTS
added in the last
5 YEARS

Thought Leadership

PYA prides itself in continuing to provide information and vision to its clients at the right moment. We provide our clients access to:

- A monthly Healthcare eNewsletter
- Regular email alerts to highlight new and pending accounting, tax, and compliance changes
- An interactive website where all PYA publications, resources, and other information is pooled and updated

PYA values long-term client relationships, where success is based on client trust.

Although PYA has benefited from steady growth since its founding in 1983, our success is perhaps best explained by the trust our existing clients show us by engaging us on continuing and new projects. The retention of clients and continued client trust make PYA a solid choice. Many of our clients who engaged us in 1983 still look to us for our vision and expertise.

300+ for 10+
We are privileged to have
served more than 300 current
clients for more than 10 years each



WHY PYA?

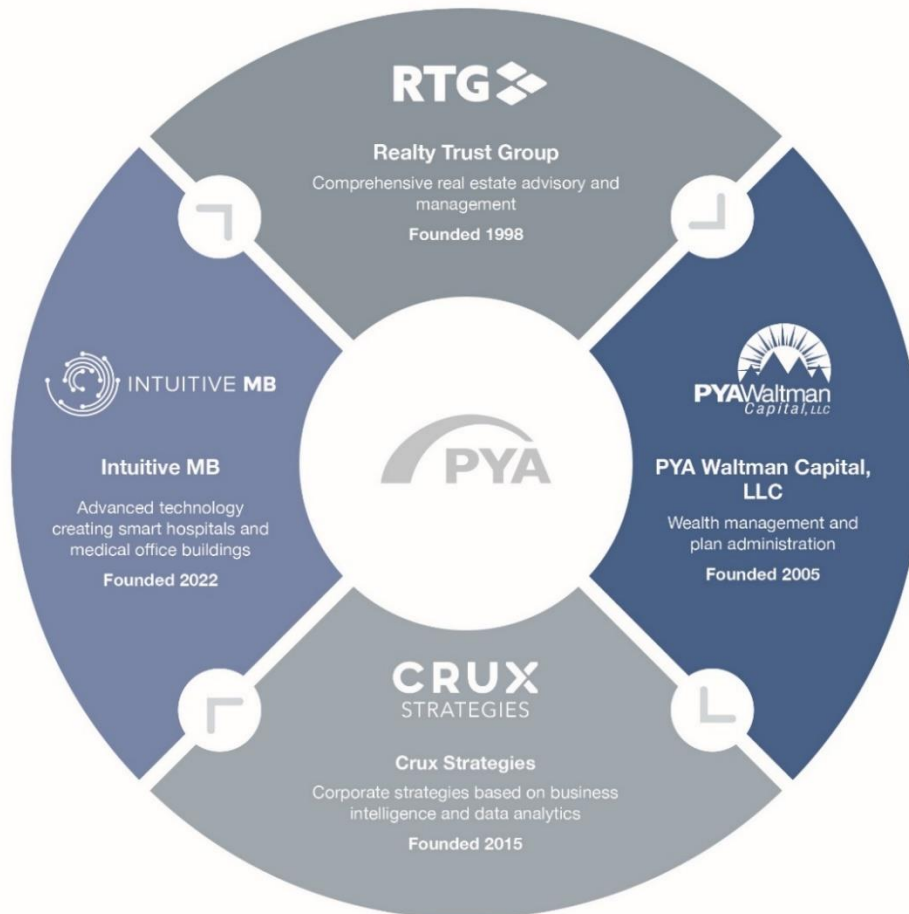
PYA people work well with one another.

Although 80% of PYA revenues can be attributed to our healthcare consulting practice, the integration of audit, accounting, and assurance expertise is helpful in developing a big picture for our clients. We recognize that the business environment is never black and white. Sustainable business success relies on more than just financial numbers; it must include more qualitative factors. Our Vision Beyond the Numbers[®] approach provides clients an integrated vision for the ever-changing business climate.

WHY PYA?

PYA harnesses the power of affiliates.

The founders of PYA see the visionary value of affiliations with companies that provide PYA and its clients a competitive advantage.



Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)



**APPENDIX B:
GENERAL BUSINESS TERMS**

Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)



ASSISTED LIVING FACILITY ASSESSMENT

In accord with the April 6, 2023 Proposal (“Proposal”), PYA and HCIDA (the “Parties”) agree to the following general business terms (the Proposal and general business terms shall collectively be referred to herein as “Agreement” and shall be incorporated into and part of the Proposal):

Services. HCIDA retains PYA to perform the services identified in Proposal, hereinafter referred to as “Services.” PYA agrees to use its best efforts to perform Services faithfully and efficiently.

HCIDA acknowledges and agrees that PYA will not be making management decisions or performing in a management role. HCIDA covenants and agrees that it shall be solely responsible for its management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the Services PYA provides; and for evaluating the adequacy of those Services.

PYA and HCIDA acknowledges and agrees that any and all analyses, procedures, Services, and work performed, and deliverables and work product created by PYA in connection with this Agreement shall assume that the HCIDA’s proposed transaction meets all regulations applicable thereto, specifically including but not limited to those regulations which relate to fair market value and commercial reasonableness. PYA hereby advises HCIDA to consult with its legal counsel to ensure each proposed transaction meets all regulatory requirements.

Fees and Timeline: The estimated timeline and fees for this Agreement will expire at the end of 30 days from the date of Agreement if PYA does not receive a signature of acceptance. PYA will be happy to revisit this Agreement and associated PYA Services with HCIDA if a delay in acceptance is anticipated, but the terms of this Agreement are outlined with specific start dates, PYA staffing, and fees that would need to be reconsidered after 30 days.

Following commencement of work on this engagement, fees and expenses will be billed to HCIDA on a periodic basis and are due upon receipt. PYA may stop work at any time in the event of any unpaid balance. If, for any reason, this Agreement is terminated prior to its completion, then PYA’s fees shall not be less than the amount of time incurred as of that time at PYA’s normal billing rates, plus any out of pocket expenses incurred as of that date.

Compliance with Laws. In the provision of Services, PYA agrees to abide by all applicable state and federal laws. PYA acknowledges Florida’s law, Public Records Chapter 119 and agrees to comply with applicable requirements.

As required by Section 119.0701(2)(a), Florida Statutes:

IF PYA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030, kristi.schierling@thedevelopmentgroup.net, OR 107 E. MAIN STREET, WAUCHULA, FL 33873.



ASSISTED LIVING FACILITY ASSESSMENT

PYA agrees to:

- a. keep and maintain public records required by HCIDA to perform Services;
- b. (b) upon request from HCIDA’s custodian of public records for public records as defined in Chapter 119 of Florida Statutes (hereinafter “Public Records”), PYA will provide HCIDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if PYA does not transfer the records to HCIDA;
- d. (d) transfer at no cost, upon completion of the contract, all Public Records in possession of PYA or keep and maintain Public Records required by HCIDA to perform Services. If PYA transfers all public records to HCIDA upon completion of the contract, PYA shall destroy, to the extent feasible, any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. In accordance with PYA’s network backup systems and data retention policies, PYA reserves the right to keep and maintain Public Records upon completion of the contract. PYA shall meet all applicable requirements for retaining Public Records. All records stored electronically must be provided to HCIDA upon request from HCIDA custodian of public records, in an agreed upon format.

Independent Contractor. PYA is, and shall be, in the performance of all work, Services, and activities under this Agreement an independent contractor, and not an employee, agent, or servant of HCIDA. PYA shall not have a claim against HCIDA under this Agreement for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. PYA shall be responsible for all taxes arising from compensation and other amounts paid to PYA under this Agreement, and shall indemnify HCIDA against, all such taxes or contributions, including penalties and interest. Neither party has the power or authority to bind the other party in any promise, agreement, or representation other than specifically provided for in this Agreement.

Liability; Indemnification: Except to the extent finally determined to have resulted from PYA’s fraudulent behavior or willful misconduct: (1) PYA’s maximum aggregate liability and obligation to HCIDA for any reason relating to this Agreement and the Services provided under this Agreement shall be limited to the fees paid to PYA for the Services or work product giving rise to liability or obligation, and (2) to the maximum extent permitted by applicable law, HCIDA shall indemnify, defend, and hold harmless PYA and its principals, officers, shareholders, directors, managers, employees, contractors, representatives, and agents (collectively, Personnel) from and against any and all claims, demands, liabilities, actions, costs, and expenses (including reasonable attorneys’ fees) which result from claims, actions, suits, and demands of, caused, or initiated by



ASSISTED LIVING FACILITY ASSESSMENT

any third-party for, relating to, or arising out of any Services and the breach of Agreement. Except as specifically provided herein, HCIDA does not waive any defense of sovereign immunity. Under no situation shall HCIDA's liability exceed the limitations set forth in Section 768.28, Florida Statutes.

Marketing. PYA reserves the right to use its name in association with HCIDA in any marketing and/or promotional content distributed by PYA both privately and publicly. Such promotions may include tombstones, testimonials, case studies and other materials that positively associate and reflect the relationship between HCIDA and PYA. PYA hereby agrees not to use its name in association with HCIDA in any way that might reflect either organization negatively.

No Assignment. PYA shall not assign, convey, or transfer its interest in Agreement and shall not subcontract or delegate performance of any of the Services without the written consent of the HCIDA.

Governing Law. This Agreement and any and all claims, controversies, disputes, or other matters in question between the parties arising out of or relating to the Services covered by this Agreement (or hereafter provided by PYA to HCIDA) shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of laws provision. PYA and HCIDA agree that any action arising out of this Agreement shall be submitted first to voluntary mediation.

Entire Agreement. The parties agree that this Agreement sets forth and reflects the entire agreement between the parties relating to the Services and subject matters of the Agreement, and that there are no promises or understandings other than those stated herein. It replaces and supersedes any previous proposals, correspondence, communications, representations, negotiations, and understandings, whether written or oral. This Agreement may not be amended or modified except in writing executed by the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. The terms contained in this Agreement shall survive the completion or termination of the Services.

HIPAA. In conjunction with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PYA requires a business associate agreement (BAA) to be on file prior to the receipt of any protected health information (PHI). For this purpose, PHI has the meaning set forth in HIPAA, the American Recovery and Reinvestment Act of 2009, and their implementing regulations set forth at 45 C.F.R. Parts 160 and 164. In the event that PYA and HCIDA intend to exchange PHI, PYA and HCIDA shall execute PYA's BAA that will govern transactions involving PHI.

Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, by signing this agreement PYA certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. This contract may be immediately terminated by HCIDA if PYA is found to have submitted a false certification, has been or is placed on the Scrutinized Companies that Boycott Israel List, or engages in a boycott of Israel.



ASSISTED LIVING FACILITY ASSESSMENT

E-VERIFY. Pursuant to Section 448.095, Florida Statutes, each party shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all contractors and sub-contractors to do the same. Either party who has a good faith belief that the other has knowingly violated Section 448.09(1), Florida Statutes, shall terminate this agreement, which termination shall not be considered a breach of contract.



**APPENDIX C:
PROFESSIONAL PROFILES**

Attachment: PROP_Hardee Co ALF 5.5.23 FNL (PYA Proposal and General Business Terms)



David W. McMillan

CFO and Managing Principal of Consulting

dmcmillan@pyapc.com

(800) 270-9629 | www.pyapc.com

David leads PYA's national consulting practice. For nearly three decades, he has served clients across the country, leading engagements that include strategic planning exercises, merger-and-acquisition projects, feasibility studies, physician-hospital alignment projects, compensation design, and fair market valuation services. David is often called upon to provide advisory services for healthcare executives and boards of directors and is a frequent meeting and retreat facilitator. He is a requested speaker for clients and professional associations and is the author or editor of dozens of thought leadership articles, white papers, and other published works.

PROFESSIONAL PROFILE

- Performed feasibility studies for various healthcare entities such as medical schools, hospitals, ambulatory surgery centers, diagnostic centers, long-term care facilities, and physician practices
- Coordinated numerous physician integration activities across multiple specialties and affiliation models
- Assisted with the planning and implementation of joint ventures between various providers and investors for ambulatory surgery centers, cardiac catheterization laboratories, management services organizations, and hospital transactions
- Performed business valuations for various healthcare entities, including ambulatory surgery centers, physician practices, hospitals, other ancillary providers, payers, and healthcare-related entities
- Led the development process for numerous strategic planning engagements for hospitals, health systems, provider-sponsored payers, and other providers
- Developed and designed physician compensation plans for private practices, large physician enterprises, and academic practices
- Assisted in the creation of contemporary, value-based, provider partnership, and contracting models
- Provided expert testimony and reporting for various regulatory matters on behalf of clients
- Prepared, reviewed, or contested certificates of need in Tennessee, North Carolina, Mississippi, and Florida
- Served as advisor for equity transactions, including preferred equity private placement and equity syndications
- Served as arbitrator related to a working capital dispute among transacting health system parties
- Serves as the firm's Chief Financial Officer

EDUCATION & CREDENTIALS

Bachelor of Science in Business Administration, with Honors

University of Tennessee

Certified Public Accountant (CPA)

Licensed in the states of Tennessee and Hawaii

PROFESSIONAL & COMMUNITY ORGANIZATIONS

Tennessee Society of Certified Public Accountants

American Institute of Certified Public Accountants

American Health Law Association

The Restoration House

Board Member, Past Board Chair, and Past Treasurer

Leukemia & Lymphoma Society

Light the Night Walk Chair, Knoxville: 2017, 2018

Central Baptist Church of Fountain City

Past President of Executive Committee of Deacons

Norton Institute of Congregational Health

Former Board Member

Carson-Newman University

Former Business Advisory Committee Member

Kids on the Block of Knoxville

Former Board Member

Team Knoxville Baseball

Founding Board Member

Bobcat Youth Athletes

Founding Board Member and Former Treasurer



Brian P. Fuller

Principal – Healthcare Consulting

bfuller@pyapc.com

(800) 270-9629 | www.pyapc.com

Bringing over two decades of strategic advisory experience to PYA and its clients, Brian Fuller has led health systems and provider organizations through multi-faceted projects, including enterprise growth, strategic options evaluation, mergers-and- acquisitions, clinical service line strategy, and consumer and ambulatory network development. Additionally, Fuller brings to PYA deep industry knowledge in pre- and post-merger integration, strategic and financial due diligence, and physician enterprise optimization.

As an industry thought leader, Brian has presented on a variety of topics including, implications of industry transformation; strategic planning; structural evolution of the U.S. health system; and best practices for identifying, evaluating, and executing strategic partnerships for national organizations such as the American Hospital Association, The Governance Institute, and the Healthcare Financial Management Association (HFMA). He has authored articles in various healthcare industry publications, including BoardRoom Press, hfm, Trustee, and Spectrum.

Prior to joining PYA, Brian was a National Partner within Optum Advisory Services (nee The Advisory Board Company). In his career, he has also held leadership roles in the strategy practices at Kaufman Hall, Navigant, and Sg2.

PROFESSIONAL PROFILE

- Assisted clients in strategic and financial plan development across hospital, health system, physician group/clinic, and integrated delivery network sectors
- Developed a strategic business plan for a national subspecialist physician network
- Coordinated the strategic due diligence of a potential health system acquisition by a private equity firm
- Facilitated the inaugural strategic planning process for the board and senior management of a new, three-hospital health system in the Southeast
- Assisted multiple hospitals and health systems (community, regional, and academic) in the development of independent reviews of current strategic trajectories and strategic options
- Served as a subject matter expert and lead facilitator in multiple pre- and post-merger integration efforts; areas of focus include clinically integrated networks, clinical service lines, graduate medical education, and others
- Led the organizational and governance model transformations of a multi-hospital health system
- Coordinated the strategic organization of a physician alignment strategy and platform for a large, Southeastern public health system
- Contributed thought leadership to national organizations on a variety of topics including:
 - Health system strategic and financial planning in a post-Covid-19 operating environment
 - Strategic partnership evaluation and execution
 - Best practices in clinical service line planning
 - U.S. healthcare's changing basis of competition
 - Post-Covid-19 pandemic provider realignment

EDUCATION & CREDENTIALS

Bachelor of Science in Business Administration

The Ohio State University

Master of Business Administration

Duke University, The Fuqua School of Business, Health Sector Management concentration

PROFESSIONAL ORGANIZATIONS & LEADERSHIP POSITIONS

American College of Healthcare Executives

Healthcare Financial Management Association

Society for Healthcare Strategy & Market Development

First Presbyterian Church of Granville Session

Ruling Elder

First Presbyterian Church of Granville Mission Committee

Chair

Achieving Excellence in Our Schools Granville Public Schools

Levy Committee

Member

Fisher College of Business Career Networking Program

Mentor



Dwight O. Tarwater

Manager – Healthcare Consulting

dtarwater@pyapc.com

(800) 270-9629 | www.pyapc.com

Dwight specializes in transaction advisory services, strategic planning services, and related consulting services for hospitals, hospital systems, ambulatory service providers, and physician practices. His work entails performing due diligence, developing comprehensive strategic financial plans, performing business valuations for healthcare entities, developing hospital and ambulatory care financial models, and performing market analyses.

PROFESSIONAL PROFILE

- Provided transaction advisory services, including due diligence and quality of earnings, for hospitals, health systems, urgent care centers, ambulatory surgery centers, physician practices, revenue cycle management companies, and other healthcare-related entities
- Prepared various financial models and feasibility analyses for healthcare organizations
- Assisted clients with service line planning initiatives and financial analyses
- Prepared market demand projections and identified growth opportunities for a diverse range of healthcare services
- Worked with hospitals and health systems on strategic planning initiatives
- Participated in analyses and preparation for Certificate of Need filings
- Performed business valuation for hospitals, ambulatory surgery centers, and physician practices
- Provided project management and developed financial feasibility analyses for a hospital divestiture
- Assisted with fair market value opinions on various physician/hospital relationships

EDUCATION & CREDENTIALS

Master of Public Health

University of California, Berkeley

Bachelor of Science in Applied Economics and Management

Cornell University

PROFESSIONAL ORGANIZATIONS

American College of Healthcare Executives

Healthcare Financial Management Association

Commercial Purchase Contract for 113 N. 7th Ave, Wauchula
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

Commercial IDA pf Alpha and Omega 5-2-23
Resolution authorizing contract and closing for Alpha and Omega property

COMMERCIAL SALE/PURCHASE CONTRACT

(113 N 7th Avenue, Wauchula, Hardee County, Florida)

THIS COMMERCIAL LAND CONTRACT (the "Agreement") by and between **ALPHA AND OMEGA FREEDOM MINISTRIES, INC.**, (the "Seller") and the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida (the "Purchaser") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "Effective Date").

RECITALS:

A. Seller is the owner of certain real property located in Hardee County, Florida as more specifically depicted and described on the attached Exhibit "A".

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Sale of Property.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, that certain real property including commercial building located in Hardee County, Florida, shown or described on Exhibit "A", which exhibit is attached hereto and made a part hereof, together with all appurtenances, easements, and privileges thereto belonging (the "Property").

2. **Definitions.** For purposes of this Agreement, the following terms are defined as hereinafter set forth: "**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property. "**Encumbrance**" shall mean and include any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership. "**Survey**" shall mean a survey of the Property certified by a Florida Registered Land Surveyor. "**Transaction Documents**" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. **Price / Deposits / Financing.** The total Purchase Price for the Property shall be **One Hundred Thirty-Five Thousand Dollars (\$135,000.00)** ("Purchase Price"). The Purchase Price shall be due and payable as follows:

A. Within ten Business Days of the full execution of this Agreement, Purchaser will deposit the amount of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money Deposit") with Wauchula Abstract & Title Co., Inc. as escrow agent (the "Escrow Agent") who will also serve as title agent and closing agent. The Earnest Money Deposit shall be credited to the Purchaser at the time of the Closing (as hereinafter defined).

B. The remaining balance of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) shall be paid to Seller at Closing in immediately available funds (e.g., wire transfer), subject to adjustments and prorations.

4. **Execution / Calculation of Time / Time of the Essence.**

A. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

B. **Calculation of Time.** All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday, and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

C. **Time of the Essence.** The Parties have been fully advised and agree that time is of the essence in this Agreement.

5. **Purchaser's Inspection Period.**

A. Upon the full execution of this Agreement, Purchaser shall have 90 days (herein referred to as "the **Inspection Period**") to inspect the Property. Seller shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. Purchaser shall have the right to make inquiries of governmental bodies, utility companies, and other third parties.

B. In the event that Purchaser determines, in its sole opinion and sole discretion, that the Property or this Agreement is unacceptable for any reason whatsoever, Purchaser (by and through its designee) shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect, at which time the Escrow Agent shall return the Earnest Money Deposit to the Purchaser. If Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing.

C. The Parties have been fully advised and agree that time is of the essence with respect to the obligations of the parties under the Inspection Period.

6. **Survey and Environmental Site Assessments.** During the Inspection Period, Purchaser may obtain, at Purchaser's expense and discretion, a survey of the Property (the "**Survey**") and environmental site assessments (the "**Environmental Assessments**").

A. In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may terminate this Agreement pursuant to section 5 above or utilize the provisions of section 7.A. below.

B. In the event the Environmental Assessments identify environmental contaminants, Purchaser may at its election terminate this Agreement pursuant to section 5 above.

7. **Evidence of Title.** Within twenty (20) days of the effective date of this Agreement, Seller shall obtain, at Seller's expense, a commitment for an owner's title insurance policy, (the "**Title Commitment**"),

agreeing to issue to Purchaser, upon recording of a Warranty Deed, a title insurance policy in the amount of the Purchase Price, insuring Purchaser's title to the Property. The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing)) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and Purchaser shall provide such Survey with required certifications.

A. Objections to Title. If the Title Commitment contains exceptions to coverage, other than the standard exceptions, which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Section 6 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objections to such exceptions within twenty (20) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to Purchaser.

B. Curing Title Objections. The Seller shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the Purchaser evidence that same have been cured. The Inspection Period and Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative Period, Seller may give notice of necessity to extend the Title Curative Period for an additional ninety (90) days. If the objection can be cured by the payment of money, those funds shall be deducted from the sale proceeds to resolve the objection(s). If the objection cannot be cured by the payment of money and the Seller fails to cure such defects within the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has determined, in Seller's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to Purchaser.

C. Updates of Title. Purchaser may have the Title Commitment updated by endorsement ("**Update Endorsement**") not less than five (5) days before the Closing Date. If such Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter, then Purchaser shall notify Seller in writing specifying the new title defect and providing legible copies of said defect not later than five (5) days before the Closing Date and Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure such new title defect and the Inspection Period and Closing Date shall be extended. If Seller fails to cure any such new title defect, Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser, together with all earned interest thereon.

D. Time. The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.

8. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. Unless extended by other provisions of this contract or terminated during the Inspection Period, the Closing Date contemplated by this Agreement shall be within 30 days after expiration of the Inspection Period. Closing shall occur remotely, or such place as the parties may agree. The parties have been fully advised and agree that time is of the essence with respect to the Closing Date.

B. Closing Procedure.

1. Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser:
 - (i) A fully executed Warranty Deed in favor of the Hardee County Industrial Development Authority;
 - (ii) An owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property to be conveyed known to Seller and improvements or repairs to the Property made within ninety (90) days immediately preceding date of Closing. However, if the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all potential lienors and an affidavit setting forth the names of all potential lienors and affirming that all charges for improvements or repairs have been paid or will be paid at the Closing;
 - (iii) Bills of Sale as to any personal property conveyed;
 - (iv) Tenant Estoppel Certificate and letters notifying of change in ownership to each tenant or lessee, if any, and security deposits for such; and
 - (v) Any other document reasonably required pursuant to the terms of this Agreement.

2. Purchaser. At Closing, Purchaser shall deliver to Seller the following:
 - (i) The balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes and hold-backs, in the manner required under this Agreement;
 - (ii) Instructions from Purchaser directing payment of the Earnest Money Deposit and the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
 - (iii) Any other document reasonably required pursuant to the terms of this Agreement.

3. Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:
 - (i) Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;
 - (ii) The Closing Statement;
 - (iii) Assignment or Assumption of applicable leases, if any; and
 - (iii) Any other affidavit(s), document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

9. Costs. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Taxes and governmental assessments for the Property shall be prorated through the day before Closing. Purchaser shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill. This covenant shall survive Closing.

A. Seller shall pay for the following items: (i) the documentary stamp tax due on the Warranty Deed; (ii) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto; (iii) Seller's legal fees and expenses; (iv) any broker's commission; and (v) any costs of curing title defects.

B. Purchaser shall pay for the following items: (i) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation; (ii) the recording fees for the Warranty Deed; (iii) Purchaser's legal fees and expenses, (iv) any third party professional and consulting fees incurred at Purchaser's request, unless otherwise set forth herein; and (v) the cost of any Survey undertaken by Purchaser.

10. Seller's Delivery of Property Data. Within ten (10) days of the execution of this agreement, at Seller's sole cost and expense, Seller shall provide Purchaser with copies of all of the following documents that it has in its care, custody or control:

A. All documentation pertaining to the physical condition, development and operation of the Property in Seller's possession and control, including plats and surveys, plans and specifications for improvements, any and all environmental, asbestos, ADA, engineering, mechanical, electrical, structural, soil or other similar reports covering all or any portion of the Property, and copies of any and all notices Seller has received from any governmental authority with respect to them; and

B. Copies of all leases, licenses, and occupancy agreements in effect for use or possession of any portion of the Property; and

C. Copies of all management, service, supply, maintenance, parking, equipment service, equipment rental, cleaning, garage or parking operation, license or franchise agreements, or other contracts pertaining to the Property.

Seller's delivery of the documents in its care, custody or control shall be a representation that the documents and information provided are true, correct and complete in all material respects. If Seller does not timely deliver any document required to be delivered in this section 10, the Inspection Period and Closing will be extended one day for each day of delay.

11. Duties and Rights of Escrow / Closing Agent.

A. Purchaser and Seller authorize Escrow Agent or Closing Agent (collectively, "Agent"), and Agent agrees by acceptance hereof, to hold all monies paid in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations will be read into this Agreement against Agent.

B. Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice or instructions with respect to this Agreement has been duly authorized to do so.

C. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Agent may deposit all monies then held pursuant to this Agreement, less the reasonable attorneys' fees and costs for the interpleader or similar action, with the Clerk of the Circuit Court of Hardee County, and upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate. Purchaser and Seller agree that Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or to Seller of money subject to this escrow, unless such misdelivery shall be due to a willful breach of Agent's duties under this Agreement or gross negligence by Agent, and the parties will fully indemnify Agent from any and all expense, cost, claim, or charges it may incur, including its reasonable attorneys' fees and costs, subject to the limitations of s. 768.28, Florida Statutes.

12. Default and Notice to Cure.

A. If Purchaser defaults in the payment of the Purchase Price, Seller shall have the right to receive disbursement of the Earnest Money Deposit if not previously delivered, and terminate this Agreement. Upon such delivery of the Earnest Money Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

B. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Earnest Money Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement). Upon such return and delivery of the Earnest Money Deposit in accordance with Clause (i) of the preceding sentence, if such remedy is elected by Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings, subject to the limitations of Section 768.28, Florida Statutes.

D. The provisions of this Section 12 shall survive the termination hereof.

13. Condemnation. If, prior to the Closing Date, any part of the Property is taken by an entity other than Purchaser (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take by eminent domain proceeding any part of the Property (a "**Taking**"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon Purchaser's deposit shall be returned and this Agreement shall be deemed cancelled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely

elect to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

14. Notices. Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) Business Day after deposit with a recognized overnight courier or (c) two (2) Business Days after deposit in the U.S. mail.

If to Seller:

John Gillespie
1917 SOUTH FLORIDA AVE.
WAUCHULA, FL 33873

If to Purchaser:

Hardee County Industrial Development Authority
107 East Main Street
Wauchula, Florida 33873
Telephone: 863-773-3030

with copy to:

Swaine, Harris & Wohl, P.A.
Attn: Shannon L. Nash
425 South Commerce Avenue
Sebring, Florida 33870
Telephone: 863-385-1549
Facsimile: 863-471-0008
shannon@heartlandlaw.com

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. Covenants: Preclosing Rights and Obligations of Seller.

- A. From the Effective Date of this Agreement until the Closing Date, Seller shall:
- i. not take any action which will adversely affect title to the Property;
 - ii. notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller. In the event that Purchaser learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Purchaser shall have the right to terminate this Agreement and all deposits shall be immediately returned in full to Purchaser;
 - iii. not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing;
 - iv. not enter into any service contracts which survive the Closing, unless Purchaser

has previously consented in writing.

B. The provisions of this Section 15 shall survive the Closing.

16. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing:

A. Authority. Seller has all requisite power and authority to execute and deliver this Agreement.

B. Marketable Title. As of the Closing Date, Seller shall have the ability to deliver good, marketable and insurable title to the Property.

C. Validity. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

D. Condemnation. Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

E. Pending Litigation/Violations. Seller has no knowledge of any legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending or threatened, against the Property or Seller, and Seller is not aware of any facts which might result in any action, suit or other proceeding against the Property or Seller that could result in a lien encumbering the Property or any part thereof.

F. Other Obligations and Assessments. Seller has no knowledge of any outstanding impact fees, obligations, assessments, fair share agreements or capital recovery obligations for sewer, water, drainage, roadway or other improvements which affect the Property by reason of any past or existing improvements on the Property.

G. Special Assessments. There are no outstanding special assessments with respect to the Property. Any special assessment lien that has not been certified, confirmed and ratified as of Closing shall be assumed by Purchaser.

H. Development Rights. Seller has not transferred any development rights with respect to the Property.

I. Historic District/Landmark. No portion of the Property has been designated a historic landmark.

J. Environmental Matters. Except as identified in the Notice of Remediation, Seller has no knowledge of any adverse environmental condition, which shall include the presence of Hazardous Materials in violation of any Environmental Laws, relating to the Property and has received no notice from any regulatory body or authority have jurisdiction regarding any such adverse environmental condition of the Property.

"**Hazardous Materials**" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are

defined in any Environmental law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety & Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

K. Contracts/Leases. Seller has not entered into any existing, in force contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal, right of first offer, or options to purchase any of the Property or any other rights or agreements that may delay or prevent this transaction. No person or entity other than Seller is entitled to possession of the Property except for lease or occupancy agreement(s) that have been provided to Purchaser. In the case of a lease or occupancy agreement, Seller shall also provide Purchaser a Tenant Estoppel Certificate and letters notifying the tenant of the change in ownership for each tenant. If a tenant refuses to execute an estoppel certificate, Seller shall, to the satisfaction of Purchaser, certify that information regarding the tenant's lease is correct. Other than as certified by estoppel certificate for a lease or occupancy agreement, Seller warrants that there is in effect no contract or agreement relating to occupancy, management, or operation of the Property that cannot be terminated on or prior to the Closing Date.

L. Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made or with respect to which a construction lien may be filed against the Property.

M. Other Agreements. There is no note, mortgage, security agreement, or other agreement affecting the Property, including leases, that requires the consent of any party (or Seller shall provide such consent, if necessary, at its expense) as a result of the sale contemplated by this Agreement, and that there are no defaults existing in any such agreements affecting the Property.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date.

Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this section, the Earnest Money Deposit shall be immediately returned to Purchaser.

Seller shall indemnify Purchaser, its successors and assigns, against, and shall defend and hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that Purchaser incurs because of the breach of any of the representations, disclosures, and warranties set forth in Section 16 A – 16 M above, whether such breach is discovered before or after Closing. Seller shall further indemnify and hold harmless Purchaser, its successors and assigns, from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from discharge (either intentional or accidental) of Hazardous Materials by Seller, its agents and representatives, to the soil, air, water, or wastewater treatment facility, whether known or unknown at the time at the time of Closing.

17. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

A. Purchaser is an industrial development authority created pursuant to Part III, Chapter 159, Florida Statutes, and a dependent special district authorized by resolution of the Hardee County Board of County Commissioners, and is duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite power and authority to execute and deliver this Agreement.

B. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by the Purchaser have been duly authorized and approved by all necessary action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

18. Purchaser's Conditions Precedent. The following are conditions precedent to Purchaser's obligations to close this transaction:

A. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property.

B. Document Delivery. Seller shall have executed and delivered all of the documents required

of Seller under this Agreement to Purchaser, including but not limited to an acceptable Warranty Deed, sufficient and acceptable to the Closing Agent to address the elimination of standard exceptions for "gap" coverage, construction liens and possession.

C. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.

D. Truth of Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects though first made as of the date of the Closing.

E. Removal of Personal Property. Seller shall remove all personal property, unless otherwise set forth herein, from the Property.

Purchaser may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Purchaser shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Purchaser terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination, the Earnest Money Deposit shall be returned to Purchaser.

19. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this Transaction:

A. Delivery of Documents. Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

B. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Purchaser shall have delivered to Seller the balance of the Purchase Price and the Escrow Agent shall have delivered to Seller the Earnest Money Deposit.

D. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this section, the Earnest Money Deposit shall be retained by Seller (or if not previously disbursed, the Earnest Money Deposit shall be immediately disbursed to Seller).

20. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns; and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. The parties may assign their rights under this agreement but neither party may assign or transfer its obligations under this Agreement without prior written consent of the other. Any assignment without such written consent shall be void and shall not act to release the assigning party from its obligations hereunder. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Broker's Commissions. Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement. Each party shall indemnify the other party against any claim of any broker claiming by, through, or under the indemnifying party. This indemnification clause is not intended nor shall it be construed to waive the Purchaser's rights and immunities or exceed the limitations provided by s. 768.28, Florida Statutes. This warranty and representation shall survive delivery of the Deed and Closing of this transaction.

C. Entire Agreement. This Agreement, including the Exhibit attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

D. 1031 Exchange. If Seller wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the Purchaser agrees to cooperate, including the execution of documents; provided (1) the Purchaser shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

E. Radon Gas. 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. Additional information regarding radon and radon testing may be obtained from your county health department.

F. Mold. Mold is naturally occurring and may cause health risks or damage to property. This Agreement is not contingent upon testing for the existence of toxic mold unless specifically provided.

G. Risk of Loss. Loss or damage to all improvements shall be at the risk of Seller until Closing. In the event of substantial damage to the Property prior to the Closing Date or any condemnation of the Property, the Purchaser may either close this transaction and accept the Seller's interest in the insurance or condemnation proceeds or terminate this Agreement and be entitled to the return of the deposit monies paid by the Purchaser together with all interest earned thereon. For purposes of this Agreement, substantial damage shall mean damage to at least 10% of the Property.

H. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

I. Severability. In case anyone or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

J. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be the Circuit Court in and for Hardee County, Florida. Except as specifically set forth herein, Purchaser does not waive sovereign immunity and Purchaser’s liability, if any, is subject to and limited by Section 768.28, Florida Statutes.

K. Time for Acceptance. Any offer or counter-offer made hereunder must be accepted via counter-signature within fifteen (15) days of the date signed by the first party, unless the offer or counter-offer is sooner rescinded. Any offer or counter-offer that is not timely accepted shall be deemed expired and revoked. Seller acknowledges that Purchaser is dependent special district operating under applicable laws of the State of Florida, including Chapter 159, Florida Statutes, and further acknowledges that official acts by Purchaser are authorized by a governing body. No contract or agreement, whether in writing or verbal, is binding upon Purchaser until reviewed and accepted by the Purchaser’s governing body and executed by all parties.

Seller:

**ALPHA AND OMEGA FREEDOM
MINISTRIES, INC.**

By: _____

Name: John Gillespie

Its: President

Date of execution: _____, 2023

Purchaser:

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____

Name: Lee Mikell

Its: Chair

Date of execution: _____, 2023

ATTEST:

Dianna Christine Price, Secretary

ATTEST:

Name: _____

Attachment: Commercial IDA of Alpha and Omega 5-2-23 (Commercial Purchase Contract for 113 N. 7th Ave, Wauchula)

Exhibit A

DEPICTIONS / DESCRIPTION OF REAL PROPERTY
(Legal descriptions subject to survey / title work)

113 N 7th Avenue, Wauchula, Florida 33873

Parcel ID: 03-34-25-0200-00021-0005



Begin at SE corner of Fractional Block 21, Original Survey of the City of Wauchula, and run in a Northerly direction along 7th Avenue a distance of 155 feet to point of beginning; thence run West 14° South to West boundary line of Fractional Block 21, thence Northerly along said boundary of Fractional Block 21 a distance of 15 feet; thence East 14° North to 7th Avenue; thence southerly along 7th Avenue a distance of 15 feet to point of beginning.

AND

Begin at SE corner of Fractional Block 21 and run Northerly along 7th Avenue a distance of 115 feet to point of beginning; thence West 14° South to West boundary of Fractional Block 21; thence Northerly along said boundary a distance of 40 feet; thence Easterly 14° North to 7th Avenue; thence South along 7th Avenue a distance of 40 feet to point of beginning, Hardee County, Florida.

[END]

Exhibit A - Page 1 of 1

Attachment: Commercial IDA pf Alpha and Omega 5-2-23 (Commercial Purchase Contract for 113 N. 7th Ave, Wauchula)

RESOLUTION NO. 2023-02

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF A COMMERCIAL SALE/PURCHASE CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 113 N 7TH AVENUE, WAUCHULA, HARDEE COUNTY, FLORIDA AND APPROVING AND AUTHORIZING CLOSING ON THE PURCHASE OF THE REAL PROPERTY.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) desires to purchase certain real property commonly known as 113 N 7th Avenue, Wauchula, Hardee County, Florida, as more specifically depicted or described in the Commercial Sale/Purchase Contract attached hereto as Exhibit “A” (the “Property”);

WHEREAS, the Property is a commercial building located in a growing and walkable business district of Hardee County, Florida;

WHEREAS, the Property is located approximately one block North of historic Main Street of the City of Wauchula; and

WHEREAS, the acquisition of the Property by the IDA will foster economic development in Hardee County through improvement and development of commercial space in a growing and walkable business district.

NOW, THEREFORE, BE IT RESOLVED BY the Hardee County Industrial Development Authority that:

1. The Board of the Hardee County Industrial Development Authority finds that acquisition of the Property will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.
2. The Board of the Hardee County Industrial Development Authority hereby approves the terms set forth in the Commercial Sale/Purchase Contract attached hereto as Exhibit “A”.
3. The Board of the Hardee County Industrial Development Authority does hereby authorize the execution and delivery of the Commercial Sale/Purchase Contract attached hereto as Exhibit “A” for the purchase of the Property by the Chair and/or Vice Chair.
4. The Chair and/or Vice Chair is hereby authorized to make transfers of funds and to sign documents necessary to effectuate the IDA’s responsibilities pursuant to and under the Commercial Sale/Purchase Contract, including authorization to sign all documents and to transfer all funds necessary to effectuate the Closing of the purchase of the Property pursuant to the terms of the Commercial Sale/Purchase Contract.

5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 11th day of May, 2023 by the Hardee County Industrial Development Authority.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Lee Mikell, Chairman

ATTEST:
By: _____
Name: _____

Attachment: Resolution authorizing contract and closing for Alpha and Omega property (Commercial Purchase Contract for 113 N. 7th Ave,

Debut Development Lease
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
LEASE - Debut Development month-to-month 5-3-23

**COMMERCIAL LEASE AGREEMENT
(INNOVATION PLACE)**

THIS COMMERCIAL LEASE AGREEMENT is entered into on this _____ day of _____, 2023 by and between **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida (the "Landlord") and **DEBUT DEVELOPMENT, LLC**, a Florida limited liability company (the "Tenant").

WHEREAS, Landlord is the owner of land and improvements, including a commercial building designated as "Innovation Place" located at 897 South 6th Avenue, Wauchula, Florida (the "Site");

WHEREAS, Landlord makes available for lease Suites 1, 2, 3, and 4 of the Site as more specifically described and sketched on Exhibit "A" attached hereto (the "Leased Premises");

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord, upon the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. **RECITALS; SUPERSEDING:** The parties agree that the above-stated recitals are true and correct. The parties agree that this Commercial Lease Agreement (Innovation Place) shall supersede and replace any and all prior leases or tenancy in effect between the parties at the Site as of the Term start date set forth in Section 2, below.
2. **TERM:** The term of this lease agreement shall be on a **month-to-month** basis beginning June 1, 2023. This lease agreement may be terminated by Landlord for any reason upon 30-day notice to Tenant. Tenant shall give Landlord 30 days prior notice if it desires to vacate all or a portion of the Lease Premises.
3. **RENT:** The rent for the Leased Premises shall be the total of **\$5,491.00** per month (\$2,857.67 per month for Suite 1; \$533.33 per month for Suite 2; \$350.00 per month for Suite 3; \$1,750.00 per month for Suite 4), plus sales/use tax, due and payable by Tenant to Landlord on the first of every month. Rent payments shall be made to:

Hardee County Industrial Development Authority
P. O. Box 458
Wauchula, Florida 33873
4. **SECURITY DEPOSIT:** The parties understand and agree that no security deposit has been provided by Tenant to Landlord, nor is a security deposit required.

5. LATE PAYMENTS: Rent payments remaining due and unpaid for a period of five (5) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. WORTHLESS PAYMENTS: Any rent payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.
7. USES: The Leased Premises are to be used by Tenant for the sole purpose of manufacturing raw material for product development, packaging and shipping of finished product, product development through formulation, or for storage of Tenant materials or goods only. Tenant acknowledges having examined the Leased Premises thoroughly before entering into this lease and acknowledges the suitability of the Leased Premises for Tenant's proposed use. Tenant does not rely upon any representations by the Landlord or its agents as to the suitability of the Leased Premises for the Tenant's purposes. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device. Tenant shall make no unlawful, improper, or offensive use of the Leased Premises.
8. COMMON AREA MAINTENANCE: There is currently no common area maintenance charge imposed by Landlord. Should Landlord subsequently impose a uniform charge to maintain the common areas of Innovation Place, Tenant shall pay those charges attributable to the Leased Premises.
9. REPAIRS AND CLEANING: Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this lease. Landlord will be responsible for the maintenance of the Site and the grounds, at Landlord's expense. Tenant shall be responsible for cleaning of the Leased Premises, at Tenant's expense.
10. ALTERATIONS AND IMPROVEMENTS: Tenant shall make no material additions or alterations in or to the Leased Premises without the written consent of Landlord. Tenant shall be responsible for the cost of any additions or alterations made by Tenant, shall ensure such are made in a workmanlike manner with good quality materials, and shall protect and reimburse Landlord against possible mechanics', laborers' and materialmen's liens. Tenant may place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. Provided all monies due Landlord have been paid, Tenant shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Leased Premises, which removal shall be accomplished no later than the termination or

natural expiration of this lease. Electrical and plumbing facilities, HVAC systems, and other permanently installed fixtures shall not be considered Tenant's personal property. Tenant shall repair any damage occasioned by reason of such removal or damage caused by Tenant's occupancy. In the event Tenant fails to remove its personal property or to repair any damage done to the Leased Premises, Landlord reserves the right to remove and store all such personal property left, at the risk and expense of Tenant, and to make repairs necessary to restore the Leased Premises, with the cost of such repairs to be paid by Tenant.

11. TAXES: Tenant shall pay all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant is also responsible for and shall pay all Florida sales or use taxes on this Lease or the rent payments.

12. UTILITIES: Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the Term of this lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Those payments will be administered by and paid to the Landlord. Tenant shall pay all utility charges prior to the due date. Tenant acknowledges that the Leased Premises is designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable discretion, overload the wiring or interfere with electrical services to other tenants.

13. SIGNS: Upon Landlord's written consent, Tenant may place on the Leased Premises, at locations selected by Tenant as approved by Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions, if any. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage resulting from the installation or removal of such signs.

14. ENTRY: Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business.

15. PARKING: Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Site, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents.

16. INSURANCE AND INDEMNIFICATION:

A. Tenant shall, at its own expense and at all times during the Term of this lease, provide and maintain in effect for the Leased Premises those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit Tenant's defense and indemnity obligations. In addition, the policies shall: (i) Specifically recognize and insure the contractual liability assumed by Tenant under this lease agreement; (ii) Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; (iii) Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to Landlord except for non-payment of premium; (iv) Specifically waive insurers' rights of subrogation against Landlord; and (v) Specifically recognize that should Tenant's policies provide a limit of liability in excess of the amounts required below, Landlord shall have the right of the benefit to the full extent of the coverage available.

1) Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

2) Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 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 evidencing Tenant's compliance with this paragraph.

3) Tenant shall, at its expense, have and maintain workers' compensation insurance as required by law.

B. Upon execution of this lease agreement, Tenant shall furnish a Certificate of Insurance to Landlord evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Landlord annually at the address in the "Notices" clause of this agreement.

C. Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Leased Premises that will a) invalidate or be in conflict with any insurance policies covering the Leased Premises, the Site, or any part thereof; or b) increase the rate of insurance on the Leased Premises, the Site, or any property

located therein. If by reason of the failure of Tenant to comply with the provisions of this lease, the insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

D. TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

E. If the Leased Premises or any other part of the Site is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

F. Tenant shall indemnify Landlord and hold Landlord harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Leased Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of Landlord.

17. HOLD HARMLESS: Tenant agrees to hold Landlord harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this lease agreement unless such claims are a result of the Landlord's sole negligence. Tenant agrees to pay on behalf of Landlord, and to pay the cost of Landlord's legal defense, as may be selected by Landlord, for all claims described in this paragraph. Such payment on behalf of Landlord shall be in addition to any and all other legal remedies available to Landlord and shall not be considered to be Landlord's exclusive remedy.

18. DAMAGE AND DESTRUCTION: If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by written notice to Landlord to terminate this lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary and reasonable materials or

labor, or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Leased Premises is inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rents and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made by Tenant.

19. **DEFAULT:** Failure of Tenant to make any payment required by this lease when due, where the failure continues for three (3) days after written Notice of Default from Landlord to Tenant, constitutes a default under this Lease. An initial failure of Tenant to comply with any obligation imposed upon Tenant by this Lease, other than the obligation to pay money, within fifteen (15) days after written Notice of Default from Landlord to Tenant constitutes a default under this lease; provided, however, that a subsequent failure of Tenant to comply with the same obligation shall be a default without any grace period.

The occurrence of one or more of the following shall also be an event of default by Tenant: (i) proceedings under the Bankruptcy Act for bankruptcy filed by or against Tenant or any guarantor of Tenant's performance hereunder and not dismissed within thirty (30) days after the filing; (ii) an assignment of Tenant's property for the benefit of creditors; (iii) a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days; (iv) Tenant's interest in the Leased Premises or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; or (v) Tenant defaults under any other lease or agreement with Landlord.

In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may do one or more of the following: (i) Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; (ii) Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD; (iii) Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates; (iv) Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD; (v) Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; (vi) Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or (vii) Exercise any combination of the above or any other remedy provided by law.

20. **NO LIENS**: Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Leased Premises. No third person shall be entitled to any lien against the Leased Premises, the Site, or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Landlord and cannot confer upon a laborer upon the Leased Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Premises, a construction lien upon Landlord's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

21. **CONDEMNATION**: If any legally, constituted authority condemns the Site 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 rent 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.

22. **SUBORDINATION**: Tenant accepts this lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Leased Premises or upon the Site, and to any renewals, refinancing, and extensions thereof. This lease shall be subordinate to the provisions of any existing or future agreement of Landlord relative to the operation or maintenance of the Site.

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

If to Landlord:

Hardee County Industrial Development
Authority
P. O. Box 458
Wauchula, FL 33873

If to Tenant:

Debut Development, LLC
897 South 6th Avenue, Suite 1
Wauchula, Florida 33873

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

24. **RELOCATION**: Landlord shall have the right to relocate Tenant to a mutually agreeable location if the Leased Premises are needed by Landlord. Landlord shall give Tenant at least thirty (30) days notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Commercial Lease Agreement, executed by the parties.

25. 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 written consent, where such consent not to be unreasonably withheld or delayed.
26. NO BROKERS: Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this lease.
27. RADON GAS: 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. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is provided pursuant to § 404.056(8), Florida Statutes.
28. ENVIRONMENTAL MATTERS. Tenant covenants and agrees to discharge only domestic waste into Landlord's sewer system. Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or the Building from any source whatsoever, except for bio-medical (Red Bag), which will be properly handled and disposed of as required by law. Tenant further covenants to hold the Landlord harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from Tenant's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility.
29. WAIVER: The waiver by Landlord or Tenant of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.
30. MEMORANDUM OF LEASE: The parties hereto contemplate that this lease should not and shall not 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.
31. HEADINGS; INSERTIONS; SEVERABILITY: The headings used herein are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this lease. Each and every provision of law and clause required by

law to be inserted in this document as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction. It is the intention of both of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

32. **SUCCESSORS:** The provisions of this lease shall extend to and be binding upon and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

33. **COMPLIANCE WITH LAW:** Tenant shall comply with all rules, laws, orders, ordinances and other public requirements now or hereafter relating to Tenant's performance under this agreement or Tenant's use of the Leased Premises.

34. **ATTORNEYS' FEES & COSTS:** Subject to the limitations of s. 768.28, Florida Statutes, in any action brought by either party for the interpretation or enforcement of the obligations of the other party including Landlord's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

35. **GOVERNING LAW; VENUE:** This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Hardee County, Florida.

36. **FINAL AGREEMENT:** This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, and may be modified only by a further writing that is duly executed by both parties. This agreement may be executed in multiple copies, each copy of which shall be deemed an original.

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

TENANT:

Witness #1: _____

Debut Development, LLC

By: _____

Print Name: _____

Name: Kristin A Giuliani, Manager

Witness #2: _____

Date: _____

Attachment: LEASE - Debut Development month-to-month 5-3-23 (Debut Development Lease)

Print Name: _____

LANDLORD:

Hardee County Industrial Development Authority

By: _____
Lee Mikell, Chair

Date: _____

ATTEST: _____

Attachment: LEASE - Debut Development month-to-month 5-3-23 (Debut Development Lease)

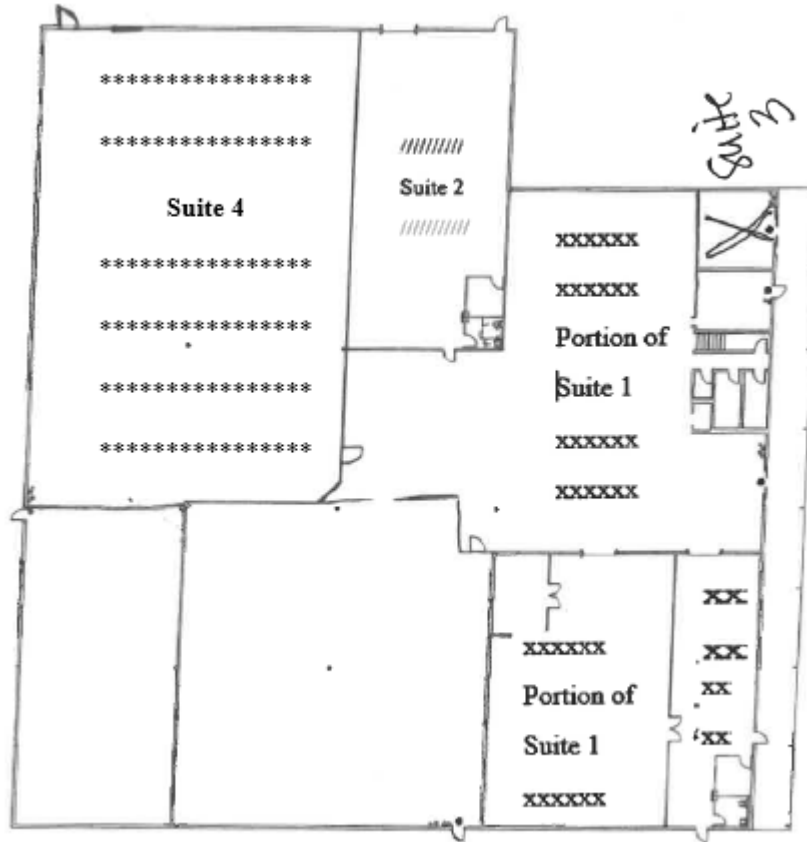
Exhibit "A" – Leased Premises

Suite 1 = ~3,644 sq. ft. of office and fill line space and ~4,531 sq. ft of warehouse space

Suite 2 = ~ 3,200 sq. ft warehouse space

Suite 3 = ~ 700 sq. ft.

Suite 4 = ~ 7,000 sq. ft.



Attachment: LEASE - Debut Development month-to-month 5-3-23 (Debut Development Lease)

April 2023 EDC/IDA Financials
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

EDC Balance Sheet
EDC Profit and Loss
IDA Balance Sheet
IDA Profit and Loss
IDA Profit and Loss by Class
Ona Mine Balance Sheet
Ona Mine Profit and Loss
Ona Mine Profit and Loss by Class

11:33 AM
05/08/23
Cash Basis

Hardee County Economic Development
Balance Sheet
As of April 30, 2023

	Apr 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	421,999.78
Total Checking/Savings	421,999.78
Total Current Assets	421,999.78
Fixed Assets	
Accum. Depreciation	-11,409.75
Office Equipment	36,707.54
Total Fixed Assets	25,297.79
TOTAL ASSETS	447,297.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 - Accounts payable	6,013.73
Total Accounts Payable	6,013.73
Total Current Liabilities	6,013.73
Total Liabilities	6,013.73
Equity	
3010 - Unrestrict (retained earnings)	144,316.53
Net Income	296,967.31
Total Equity	441,283.84
TOTAL LIABILITIES & EQUITY	447,297.57

Attachment: EDC Balance Sheet (April 2023 EDC/IDA Financials)

11:34 AM
05/08/23
Cash Basis

Hardee County Economic Development
Profit & Loss
April 2023

	Apr 23
Ordinary Income/Expense	
Income	
Rent	1,000.00
Transfer In - IDA	287,500.00
Total Income	288,500.00
Expense	
023-0 · Life/Health Insurance	11,555.32
025-0 · Payroll Expenses	41,909.93
031-0 · Professional Services	1,798.38
043-0 · Utilities	660.80
044-0 · Rentals/Leases	2,297.32
048-0 · Promotional	137.73
051-0 · Office Supplies	1,560.83
052-0 · Operating Supplies	246.47
054-0 · Books, Dues, & Subscriptions	1,027.97
Total Expense	61,194.75
Net Ordinary Income	227,305.25
Net Income	227,305.25

Attachment: EDC Profit and Loss (April 2023 EDC/IDA Financials)

11:35 AM

Hardee County Industrial Development Authority

Balance Sheet

As of April 30, 2023

05/08/23

Accrual Basis

	Apr 30, 23
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	2,105,143.62
101013 · WSB Mosaic CD	6,132,064.71
101014 · WSB Mosaic Checking	6,703,731.89
Total Checking/Savings	14,940,940.22
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	39,827.17
Total Accounts Receivable	39,827.17
Other Current Assets	
133016 · R. Riverter LOC	137,524.38
Total Other Current Assets	137,524.38
Total Current Assets	15,118,291.77
Fixed Assets	
Land Available for Sale	
161908 · Original Purchase Hwy 62 Pro...	887,943.00
161909 · Original Purchase Park Impro...	16,911.87
161910 · Terrell Property	1,141,500.00
161911 · Original Purchase less props...	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 20...	-526,600.00
161914 · Fair Value writedown - FYE 20...	-225,000.00
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 · Due from GF	687,581.49
240000 · Due to SR	-687,581.49
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	113,778.50
133111 · Due from State of Florida	0.42
Total Due From Other Governments	113,778.92
Total Other Assets	113,778.92
TOTAL ASSETS	15,765,146.49
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	19,886.34
220012 · Riveter Security Deposit	1,250.00
Total Other Current Liabilities	21,136.34
Total Current Liabilities	21,136.34
Total Liabilities	21,136.34
Equity	
Fund Balance	
3000 · Nonspendable	615,385.83
3001 · Restricted for Economic Dev Proj	14,383,272.88
3003 · Unassigned	1,913,356.04

Attachment: IDA Balance Sheet (April 2023 EDC/IDA Financials)

11:35 AM

Hardee County Industrial Development Authority

05/08/23

Balance Sheet

Accrual Basis

As of April 30, 2023

	Apr 30, 23
Total Fund Balance	16,912,014.75
32000 - Unrestricted Net Assets	714,919.13
Net Income	-1,882,923.73
Total Equity	15,744,010.15
TOTAL LIABILITIES & EQUITY	15,765,146.49

Attachment: IDA Balance Sheet (April 2023 EDC/IDA Financials)

11:37 AM

Hardee County Industrial Development Authority

Profit & Loss

April 2023

05/08/23

Accrual Basis

	<u>Apr 23</u>
Ordinary Income/Expense	
Income	
361100 · Interest Income gen fd	2,366.97
361101 · Interest income Mosaic accts	7,691.08
362001 · Rental Income	132,326.94
369902 · Misc. Income Gen Fd	1,000.00
369905 · Mosaic Grant Revenue	<u>-5,528,928.88</u>
Total Income	-5,385,543.89
Expense	
5193100 · Professional Fees Legal	238,044.03
519321 · Meeting Security	126.00
5194301 · Utilities	2,517.16
519450 · Insurance Expense	5,075.01
519460 · Repairs and Maintenance GF	2,577.00
5194903 · Property Taxes	29,513.37
519840 · Grant expenses	4,759.58
6000 · Capital Outlay	<u>147,293.94</u>
Total Expense	429,906.09
Net Ordinary Income	-5,815,449.98
Net Income	<u>-5,815,449.98</u>

Attachment: IDA Profit and Loss (April 2023 EDC/IDA Financials)

11:37 AM

Hardee County Industrial Development Authority Profit & Loss by Class April 2023

05/08/23

Accrual Basis

	126 W. Main Overhead (General Fund)	Utilities Study- EDA Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)
Ordinary Income/Expense				
Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	0.00	0.00	0.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	238,044.03	0.00
519321 · Meeting Security	0.00	0.00	0.00	0.00
5194301 · Utilities	191.85	0.00	0.00	871.06
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00	0.00	0.00
5194903 · Property Taxes	243.48	0.00	0.00	0.00
519840 · Grant expenses	0.00	1,196.58	0.00	0.00
6000 · Capital Outlay	10.36	0.00	0.00	0.00
Total Expense	445.69	1,196.58	238,044.03	871.06
Net Ordinary Income	-445.69	-1,196.58	-238,044.03	-871.06
Net Income	-445.69	-1,196.58	-238,044.03	-871.06

Attachment: IDA Profit and Loss by Class (April 2023 EDC/IDA Financials)

11:37 AM

**Hardee County Industrial Development Authority
Profit & Loss by Class
April 2023**

05/08/23

Accrual Basis

	Incubator Overhead (General Fund)	Mancini Overhead (General Fund)	Property Management (General Fund)	Spec Bldg 1&3 Florikan Re... (General Fund)
Ordinary Income/Expense				
Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	4,791.00	13,037.50	2,268.24	10,872.46
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	4,791.00	13,037.50	2,268.24	10,872.46
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00	0.00
5194301 · Utilities	742.15	0.00	547.47	0.00
519450 · Insurance Expense	0.00	0.00	5,075.01	0.00
519460 · Repairs and Maintenance...	480.00	0.00	0.00	0.00
5194903 · Property Taxes	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	29,643.50	0.00
Total Expense	1,222.15	0.00	35,265.98	0.00
Net Ordinary Income	3,568.85	13,037.50	-32,997.74	10,872.46
Net Income	3,568.85	13,037.50	-32,997.74	10,872.46

Attachment: IDA Profit and Loss by Class (April 2023 EDC/IDA Financials)

11:37 AM

Hardee County Industrial Development Authority Profit & Loss by Class April 2023

05/08/23

Accrual Basis

	Spec Building 4 (Kinbro) (General Fund)	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)	Spec Bldg 10 (Pacer) (General Fund)
Ordinary Income/Expense				
Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	72,000.00	13,241.75	0.00	7,365.99
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	72,000.00	13,241.75	0.00	7,365.99
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	96.63	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance...	1,987.00	0.00	0.00	0.00
5194903 · Property Taxes	21,924.60	0.00	7,345.29	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	23,911.60	0.00	7,441.92	0.00
Net Ordinary Income	48,088.40	13,241.75	-7,441.92	7,365.99
Net Income	48,088.40	13,241.75	-7,441.92	7,365.99

Attachment: IDA Profit and Loss by Class (April 2023 EDC/IDA Financials)

11:37 AM

**Hardee County Industrial Development Authority
Profit & Loss by Class
April 2023**

05/08/23

Accrual Basis

	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)	Total General Fund	Spec Bldg 12- Lot 2 (Special Revenue)
Ordinary Income/Expense				
Income				
361100 · Interest Income gen fd	0.00	2,366.97	2,366.97	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	8,750.00	0.00	132,326.94	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	8,750.00	2,366.97	134,693.91	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	238,044.03	0.00
519321 · Meeting Security	0.00	126.00	126.00	0.00
5194301 · Utilities	0.00	0.00	2,449.16	0.00
519450 · Insurance Expense	0.00	0.00	5,075.01	0.00
519460 · Repairs and Maintenance...	110.00	0.00	2,577.00	0.00
5194903 · Property Taxes	0.00	0.00	29,513.37	0.00
519840 · Grant expenses	0.00	0.00	1,196.58	0.00
6000 · Capital Outlay	0.00	0.00	29,653.86	1,100.00
Total Expense	110.00	126.00	308,635.01	1,100.00
Net Ordinary Income	8,640.00	2,240.97	-173,941.10	-1,100.00
Net Income	8,640.00	2,240.97	-173,941.10	-1,100.00

Attachment: IDA Profit and Loss by Class (April 2023 EDC/IDA Financials)

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**Hardee County Industrial Development Authority
Profit & Loss by Class
April 2023**

05/08/23

Accrual Basis

	Spec Bldg 11- 62 Warehouse (Special Revenue)	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)
Ordinary Income/Expense				
Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	1,000.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	0.00	1,000.00	0.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	68.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00	0.00	0.00
5194903 · Property Taxes	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	3,563.00	0.00
6000 · Capital Outlay	6,450.00	0.00	0.00	110,090.08
Total Expense	6,450.00	68.00	3,563.00	110,090.08
Net Ordinary Income	-6,450.00	932.00	-3,563.00	-110,090.08
Net Income	-6,450.00	932.00	-3,563.00	-110,090.08

Attachment: IDA Profit and Loss by Class (April 2023 EDC/IDA Financials)

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**Hardee County Industrial Development Authority
Profit & Loss by Class
April 2023**

05/08/23

Accrual Basis

	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
Ordinary Income/Expense			
Income			
361100 · Interest Income gen fd	0.00	0.00	2,366.97
361101 · Interest income Mosaic a...	7,691.08	7,691.08	7,691.08
362001 · Rental Income	0.00	0.00	132,326.94
369902 · Misc. Income Gen Fd	0.00	1,000.00	1,000.00
369905 · Mosaic Grant Revenue	-5,528,928.88	-5,528,928.88	-5,528,928.88
Total Income	-5,521,237.80	-5,520,237.80	-5,385,543.89
Expense			
5193100 · Professional Fees Legal	0.00	0.00	238,044.03
519321 · Meeting Security	0.00	0.00	126.00
5194301 · Utilities	0.00	68.00	2,517.16
519450 · Insurance Expense	0.00	0.00	5,075.01
519460 · Repairs and Maintenance...	0.00	0.00	2,577.00
5194903 · Property Taxes	0.00	0.00	29,513.37
519840 · Grant expenses	0.00	3,563.00	4,759.58
6000 · Capital Outlay	0.00	117,640.08	147,293.94
Total Expense	0.00	121,271.08	429,906.09
Net Ordinary Income	-5,521,237.80	-5,641,508.88	-5,815,449.98
Net Income	-5,521,237.80	-5,641,508.88	-5,815,449.98

Attachment: IDA Profit and Loss by Class (April 2023 EDC/IDA Financials)

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Hardee County Industrial Development Authority

05/08/23

Balance Sheet

Accrual Basis

As of April 30, 2023

	<u>Apr 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	10,007,084.30
Total Checking/Savings	10,007,084.30
Other Current Assets	
Rent receivable	279,954.60
Total Other Current Assets	279,954.60
Total Current Assets	10,287,038.90
TOTAL ASSETS	<u>10,287,038.90</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	20,545.53
Deferred Inflow	205,990.71
Sales Tax Payable	2,957.30
Total Other Current Liabilities	229,493.54
Total Current Liabilities	229,493.54
Total Liabilities	229,493.54
Equity	
Retained Earnings	7,030,382.60
Net Income	3,027,162.76
Total Equity	10,057,545.36
TOTAL LIABILITIES & EQUITY	<u>10,287,038.90</u>

Attachment: Ona Mine Balance Sheet (April 2023 EDC/IDA Financials)

11:40 AM

Hardee County Industrial Development Authority

Profit & Loss

April 2023

05/08/23

Accrual Basis

	Apr 23
Ordinary Income/Expense	
Income	
Grant Income	
Mosaic - Ona Mine	5,528,928.88
Total Grant Income	5,528,928.88
Interest Income	9,297.37
Rental Income	22,056.23
Total Income	5,560,282.48
Expense	
Capital Outlay	10,000.00
Grant Expenditures	
Administrative Funds	
Transfer Out- EDC	75,000.00
Total Administrative Fu...	75,000.00
Total Grant Expenditures	75,000.00
Total Expense	85,000.00
Net Ordinary Income	5,475,282.48
Net Income	5,475,282.48

Attachment: Ona Mine Profit and Loss (April 2023 EDC/IDA Financials)

11:41 AM
 05/08/23
 Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss by Class
 April 2023

	Gen Economic Dev Fd	Infrastructure Dev Fund	TOTAL
Ordinary Income/Expense			
Income			
Grant Income			
Mosaic - Ona Mine	5,528,928.88	0.00	5,528,928.88
Total Grant Income	5,528,928.88	0.00	5,528,928.88
Interest Income	9,297.37	0.00	9,297.37
Rental Income	22,056.23	0.00	22,056.23
Total Income	5,560,282.48	0.00	5,560,282.48
Expense			
Capital Outlay	10,000.00	0.00	10,000.00
Grant Expenditures			
Administrative Funds			
Transfer Out- EDC	0.00	75,000.00	75,000.00
Total Administrative Fu...	0.00	75,000.00	75,000.00
Total Grant Expenditures	0.00	75,000.00	75,000.00
Total Expense	10,000.00	75,000.00	85,000.00
Net Ordinary Income	5,550,282.48	-75,000.00	5,475,282.48
Net Income	5,550,282.48	-75,000.00	5,475,282.48

Attachment: Ona Mine Profit and Loss by Class (April 2023 EDC/IDA Financials)