

**COMMERCIAL LEASE WITH OPTION TO PURCHASE BY AND BETWEEN
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND RANDALL CREWS AND STACY CREWS**

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 **RANDALL CREWS and STACY CREWS**, with an address at 3150 Schontag Rd, Wauchula 33873 (herein called "TENANT").

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 943 South 6th Avenue, 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.

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 ten (10) years commencing on Aug. 21, 2023 ("Effective Date") and ending on Aug. 20, 2033, unless sooner terminated as herein provided.

3. **PROPERTY.** The property subject to this Agreement, commonly known as 943 South 6th Avenue, Wauchula, Hardee County, Florida, and containing a commercial building, is more specifically depicted or described as set forth on Exhibit "A" attached hereto and incorporated herein (the "Premises").

4. **USE AND SUITABILITY.** The Premises are to be used by TENANT for the purpose of a public bowling alley and restaurant. 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. TENANT agrees that it will join and maintain membership with the Hardee County Chamber of Commerce 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.

5. RENT.

A. Except as otherwise specifically provided herein, TENANT shall pay monthly rent to OWNER equal to \$ 5,850.00. The first rent payment shall be due beginning the third month following the Effective Date. *(For purpose of example only: if the Effective Date is February 14, the first payment of rent will be due on May 1st.)*

B. Beginning with rent due and payable on the first annual anniversary of the Effective Date, and continuing on an annual basis thereafter, monthly rent shall be adjusted upward to reflect the increase from the prior year in the amount of real estate taxes and assessments against the Premises and the cost of insurance paid by OWNER for the Premises. *(For purpose of example only: if the taxes and insurance increased \$504.00 from the prior year, then rent would increase by \$504/12, resulting in an additional \$42.00 per month in rent.)*

C. 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.

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. Intentionally Blank.

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. 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.

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 Section 26 herein.

16. **MAINTENANCE AND REPAIRS.** TENANT shall be responsible for the routine

maintenance, repair, and upkeep of the Premises and for any maintenance, repair, or upkeep necessitated by the action or inaction of TENANT, its employees, guests, and agents. TENANT shall keep the Premises, including parking lot, 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 upkeeping 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:
RANDALL CREWS or STACY CREWS
3150 Schontag Rd
Wauchula 33873

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

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.

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 hereby grants to TENANT the exclusive option to purchase the Premises on the terms and conditions set forth herein. TENANT may elect to purchase the Premises, including all improvements then-contained on the Premises, at any point during the term of the Lease Agreement, provided TENANT is not in default under the Lease, by giving OWNER written notice thereof.

B. The purchase price for the Premises (including all improvements contained on the Premises), if the option is exercised, shall be equal to the greater of: (i) the sum of OWNER's gross investment into the Premises as determined by the OWNER and communicated to TENANT, or (ii) the appraised value of the Premises as of the effective date of a sale and purchase agreement entered into by TENANT and OWNER for the TENANT's purchase of the Premises pursuant to the purchase option, (the "Purchase Option Price").

C. *Purchase Credit.* OWNER agrees TENANT shall receive purchase credit against the Purchase Option Price as set forth herein based upon economic influence and job creation. Under no circumstance shall the total credits exceed more than one hundred percent (100%) of the Purchase Option Price.

Credits related to job creation are based on the number of full-time employees ("FTE") in Hardee County, Florida employed by TENANT as reported for each quarter of a calendar year from the date of this Lease with Option to Purchase to the date of TENANT's notice of election of this purchase option. An "FTE" does not include Randal Crews or Stacy Crews individually. An FTE is one who works a minimum of 32 hours per week. Any FTE who was newly hired on or after the Effective Date of the lease shall be counted for purposes of the job creation credit. Any credit for rent shall be less the aggregate real property taxes and insurance premiums paid by OWNER on the Premises from the Effective Date to the date of closing the purchase that were not paid by TENANT.

Purchase credit is on a sliding scale calculated per quarter of each calendar year as set forth below:

i. First Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 13,500 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County throughout the entirety of the quarterly period.
- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

ii. Second Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 11,000 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County

throughout the entirety of the quarterly period.

- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

iii. Third Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 8,000 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County throughout the entirety of the quarterly period.
- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

iv. Fourth Quarter:

- Tier One (Economic Credit): A credit of fifty percent (50%) of timely payments of rent made for each quarterly period per calendar year where TENANT maintains regular business hours and has a minimum 11,000 bowling games.
- Tier Two (Job Creation Credit): A credit of twenty-five percent (25%) of timely payments of rent made for each quarterly period where TENANT has achieved Tier One credit and employs five (5) full-time employees in Hardee County throughout the entirety of the quarterly period.
- Tier Three (Additional Job Creation Credit): Upon successful achievement of Tier One and Tier Two requirements, a credit of an additional 5% of timely payments of rent made in that period for each additional FTE employed (i.e., a sixth, seventh, or eighth FTE) in a quarterly period.

For avoidance of any doubt, advancing from Tier One to Tier Two to Tier Three within a specific quarter is available only upon successful completion of the prior tier(s) for that quarter.

D. Purchase credit is contingent upon OWNER's receipt from TENANT of

appropriate documentation evidencing maintenance of regular business hours, accurate reporting of the number of bowling games, and job creation and retention. As to reporting on the maintenance of business hours and number of bowling games, TENANT shall provide such appropriate documentation and affidavits or certifications as may be reasonably required by OWNER ("Business Certification"). As to job creation and retention, TENANT shall provide OWNER with an affidavit stating the number of full-time employees in Hardee County, Florida for each quarter for which TENANT seeks credit, and shall append, in redacted format, applicable Florida Department of Revenue Employer's Quarterly Report (RT-6) returns and any other supporting documentation to such affidavit as OWNER may require ("FTE Certification").

E. The OWNER shall review TENANT's FTE Certification and Business Certification and shall calculate: (i) the sum of timely made payments of rent per quarter for which TENANT seeks job creation credit, (ii) the applicable credit per quarter based on the sliding scale set forth above, (iii) the total sum of job creation credits, (iv) total amounts paid by OWNER from the Effective Date to the date of TENANT's notice of election of the purchase option, and (v) the total resulting financial incentive to apply as credit against the Purchase Option Price. Payments of rent made during quarters that TENANT fails to meet the minimum credit thresholds shall not be eligible for credit and will be treated as direct payments of rent. Partial payments of rent shall not be eligible for credit.

F. At such time as TENANT elects to purchase the Premises and leasehold improvements, TENANT shall give OWNER written notice thereof pursuant to the Notice provisions set forth in the Commercial Lease. OWNER shall, within forty-five (45) days after receipt of such notice and receipt of the FTE Certification from TENANT, provide a contract for sale at the Purchase Option Price with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. In addition, such contract for sale shall contain all reasonable standard provisions for contracts for similar sales. The consideration for this option is One Dollar (\$1.00) at the execution of this Commercial Lease.

G. Under no circumstance shall TENANT be entitled to compensation, return, refund, credit, or setoff for any credits in excess of the amount of the Purchase Option Price.

H. TENANT's failure to remain in good standing (including making timely 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.

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

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**, dependent
special district and body politic and corporate
of the State of Florida

By: 

Name: W. Lee Mikell

Its: Chair

Date: July 13, 2023

ATTEST:

By: 

Print Name: Knsti Schierling

Exhibit "A"

DEPICTIONS / DESCRIPTION OF REAL PROPERTY

943 S 6th Avenue, Wauchula, Florida 33873

Parcel ID 10-34-25-0000-02530-0000

Approx 1.65 acres

