

COMMERCIAL LEASE

This lease is made and executed in duplicate in the City of Wauchula, County of Hardee, State of Florida, by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida**, whose address is 107 East Main Street, Wauchula, Florida 33873 (hereinafter referred to as "Lessor"), and **A + Environmental Restoration, LLC**, whose street address is 4346 SW Hull, Ave Arcadia, FL 34269, (hereinafter referred to as "Lessee").

Section I Description of Premises; Term; Use

Lessor leases to Lessee, for a term of **ten (10) years**, the premises located at 1436 and 1444 Old Bradenton Road, Wauchula, County of Hardee, State of Florida, and described as follows:

Commence at the Southeast corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 33 South, Range 25 East, Hardee County, Florida, and run North 89°50'03" West and along the South line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 12.00 feet to the Point of Beginning; thence continue South 89°50'03" West along the same line a distance of 241.22 feet; thence North 0°09'57" East a distance of 190.00 feet; thence South 89°50'03" East a distance of 241.81 feet; thence South 0°09'57" West a distance of 190.00 feet to the Point of Beginning.

Subject to road right of way on South side and easement as recorded in O.R. Book 538, page 546.

AND

Commence at the Southeast corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 33 South, Range 25 East, Hardee County, Florida, and run North 89°50'03" West and along the South line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 253.22 feet to the Point of Beginning; thence continue South 89°50'03" West along the same line a distance of 122.40 feet; thence North 0°09'57" East a distance of 145.00 feet; thence South 89°50'03" East a distance of 122.40 feet; thence South 0°09'57" West a distance of 145.00 feet to the Point of Beginning.

Subject to road right of way.

Less existing pump located on the property, including fittings and associated hardware. Pump to remain property of and in use by the IDA in perpetuity.

Parcel I.D. Nos. 29-33-25-0000-05640-0000 and 29-33-25-0000-02120-0000

for use by Lessee for storage and staging of mowing and herbicide equipment and materials.

Lessee shall comply with all the sanitary laws, ordinances, rules, orders of appropriate governmental authorities, and commerce park restrictions and covenants, affecting the occupancy and operation of the premises, and the curtilage thereto, during the term of this lease.

Section II Rent

Lessee shall pay to Lessor as rent for the premises the sum of Six Hundred Twelve Dollars and 50/100 (\$612.50), plus sales tax per month, in advance, on the 1st day of every month during the term of this lease. Rent payments shall commence on **January 1, 2020**, but Lessee shall take possession upon full execution of this lease.

Section III Condition of Premises

Lessee accepts the premises "as is". Lessee further agrees to be responsible for any required retrofit to render the premises suitable for its purpose.

Lessee agrees to make all necessary repairs to the interior and exterior of the leased premises and to maintain the same in good condition, at its sole cost and expense. Lessee agrees that Lessor and Lessor's agents or other representatives shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours for the purpose of examining them or making such repairs or alterations as may be necessary to make them safe and to preserve them.

Section IV
Compliance by Lessee with Laws, Rules, and
Regulations; Fire Prevention

Lessee agrees to comply with all local, state and federal laws, rules, regulations, and requirements applicable to the premises, and in particular with those for the correction, prevention, and abatement of nuisances or other grievances in, on, or connected with the premises during the term of this lease. Lessee further agrees that it will not permit the leased premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire.

If Lessee chooses to install fuel tanks on the premises, such fuel tanks shall comply with all local, state and federal regulations, and shall be double walled.

Section V
Assignment and Sublease

Lessee agrees not to assign this lease without first obtaining Lessor's written consent to the assignment; provided, however, Lessee may assign this lease, without obtaining Lessor's written consent, to an affiliate as defined in Section XVIV. Lessor agrees not to withhold consent unreasonably. Lessee shall have the right to sublet or underlet the leased premises for any purpose permitted by Section I, provided such sublettings or underlettings shall be subject to the terms and conditions of this lease, and further provided that Lessee shall notify Lessor in writing of such sublettings promptly. Such sublettings or underlettings shall not release Lessee from any of its obligations under this lease.

Section VI
Effect of Damage to or Destruction
of Leased Premises

If the leased premises are damaged or destroyed in whole or in part by fire or other casualty during the term of this lease, Lessor agrees, with due diligence, to repair, restore, rebuild, or replace the premises or portion destroyed or damaged, so that the property shall be substantially the same as it was before the damage. If the destruction or damage amounts to more than twenty-five (25%) percent of the insurable value of the premises, Lessor may, at its option, cancel and terminate the lease by giving written notice to Lessee within thirty (30) days after the date the damage or destruction occurred. In such event, this lease shall terminate on the date specified in such notice, and Lessor shall not be obligated to repair or rebuild. In the event of such damage

or destruction, rent under this lease will be abated for the term during which, and to the extent to which, the premises may not be used by Lessee. Lessee shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the premises were unuseable by reason of destruction or damage.

Section VII Insurance

Lessee, during the term of this lease, shall carry public liability insurance at its own cost, insuring Lessor and Lessee against all claims for injuries to persons or property occurring in, upon or about the premises, said policy of insurance at all times to be in an amount not less than \$1,000,000 for injuries to each person in one accident and not less than \$2,000,000 for bodily injury and property damage for each occurrence. Lessee shall be responsible for insuring all tangible personal property on the premises. Additionally, Lessee shall carry environmental and pollution liability insurance in the amount of \$2,000,000.00 and name Lessor as an additional insured (and provide proof of the same).

Section VII Maintenance and Repairs

Lessee will, at its sole expense, keep and maintain the premises and appurtenances in good, neat and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, LESSEE shall keep the fixtures in the building or on or about the premises in good order and repair; keep the heaters clean; keep air conditioning filters changed on a regular basis; and shall make all required repairs to the plumbing, heating and air conditioning apparatus, and electric fixtures. LESSOR shall be responsible for major repair of the premises, limited to structural and roof.

Lessor understand Lessee may make improvements to the subject property during the term of the lease. Repairs or improvements made to the property in which Lessee self performs, shall adhere to local and state law. All repairs made to the property shall be completed by a licensed, insured contractor. Any repairs or improvements made to the property with cost greater than \$50,000.00, shall be bonded with payment and performance bonds.

Section VIII
Lessee's Right to Place Signs; Removal of
Signs when Repairing Building

Lessee shall have the privilege of placing on the leased premises such signs as it deems necessary and proper in the conduct of its business. In case Lessor or Lessor's representatives shall deem it necessary to remove any such signs in order to paint the premises or the building where they are situated or make any other repairs, alterations, or improvements on the premises or building, Lessor shall have the right to do so, providing that the signs are replaced whenever the repairs, alterations, or improvements are completed, and that such removal and replacement of signs are at Lessor's expense.

Section IX
Utilities; Indemnity

Utilities. Lessee shall pay for all utilities (electric, phone, etc.) used in the leased premises during the term of this lease and of any renewal or extension of this lease, and for any other substances used for heat or light. Lessee shall pay to the water company supplying water to the premises all charges for water furnished the premises and all sewer charges which may, during the term of this lease, be assessed or imposed for water used or consumed on the premises, whether determined by meter or otherwise, as soon as they are assessed or imposed. If such charges or rentals are not paid by Lessee during the month in which they are due, they may be paid by Lessor and shall be added to the next month's rent after that to become due. Lessee agrees to maintain heating and hot water systems at its own expense.

Indemnity. Lessee shall, during the term of this lease, indemnify, defend and save harmless Lessor against any and all damage or injury to property or person on or about the premises caused by or resulting from or by reason of the use and occupancy of the said premises by Lessee. Lessor shall, during the term of this lease, indemnify, defend and save harmless Lessee against any and all damage or injury to property or person on or about the premises caused by or resulting from or by reason of any activity related to Lessor's obligations under this lease.

**Section X
Notices, Generally**

Subject to the provisions of Section XI of this lease, any notice to be given by either party to the other, pursuant to the provisions of this lease or of any law, shall be given by registered or certified mail, addressed to the party for whom it is intended at the following addresses or such other address as the party may designate in writing:

LESSOR

LESSEE

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida	A+ENVIRONMENTALRESTORATION, LLC
107 East Main Street Wauchula, FL 33873	4346 SW Hull Ave. Arcadia, FL 34266

**Section XI
Manner of Giving Notice of Default or Omission**

It is agreed that there is to be no enforceable default against Lessee or the exercise of any option or right granted to Lessor under any provision of the lease in the event of Lessee's default or omission, unless notice shall have been given by Lessor to Lessee by registered or certified mail, specifying the default or omission complained of, and Lessee shall have had ten (10) days after the actual receipt of such notice to comply with or remedy the default or omission. If the default or omission complained of is of such nature that it cannot be completely cured within such ten (10) day period, such default nevertheless shall not be enforceable against Lessee if Lessee shall have begun curing it within the ten (10) day period, and shall, with reasonable diligence and in good faith, proceed to remedy it.

**Section XII
Subordination of Lease to Encumbrances**

This lease is subject and subordinate to any mortgages or trust deeds now on or, after the making of this lease, may be placed against the premises, and to all advances made or that may be made on account of the encumbrances, to the full extent of the principal sums secured by it and interest on such sums.

Section XIII
Fixtures Installed by Lessee

All fixtures installed by the Lessee in the leased premises shall be and remain the property of Lessee and may be removed by it at any time during the term of this lease or at the expiration of this lease, provided the same can be removed without damage to the real property. Any such fixtures remaining in the premises after the expiration of the term of this lease shall be deemed abandoned by the Lessee and shall become the property of Lessor. Any damage to the leased premises, caused by the removal of such fixtures, shall be repaired by Lessee, at Lessee's sole cost and expense.

Section XIV
**Lessee's Right to Make Payments on Encumbrances
or Taxes on Lessor's Default**

In the event Lessor fails to make any payment on account of principal or interest on any mortgage or trust deed note affecting the leased premises, or to pay any tax or assessment assessed or levied against the premises during the period within which such payment may be made without penalty or interest, Lessee, on written notice to Lessor, shall have the right to make the payment and to deduct the sum so paid from the next or any subsequent installment of rent upon adequate proof of such payment.

Section XV
**Eminent Domain; Effect of
Condemnation of Entire Premises**

In the event that all of the leased premises be taken or condemned for any public or quasi-public use, this lease shall terminate as of the date of such taking. The award for such taking of the premises shall belong to Lessor. Lessee shall, however, be permitted to make claim to the condemning authorities for the value of any improvements erected by it on the premises and for the value of any fixtures installed by it which are located on the premises.

Section XVI
Eminent Domain; Effect of
Condemnation of Part of Premises

In the event that a portion, but not the entire leased premises are acquired for public or quasi-public use, this lease shall terminate as to the part taken and shall continue as to the remainder of the leased premises for the balance of the term of this lease at a reduced rental based on the proportion that the ground floor area remaining after such taking bears to the ground floor area of the leased premises prior to such condemnation. Lessee shall have the option to terminate its lease by giving at least thirty (30) days notice of same. In any event Lessee shall be permitted to make claim to the condemning authorities for the value of any improvements erected by it on the premises and for the value of any fixtures installed by it which are located on the premises.

Section XVII
Time of the Essence

Time is of the essence of each and every provision, covenant, and condition contained in this lease, and on the part of the Lessee or Lessor to be done and performed.

Section XVIII
Lessor's Specific Covenants and Warranties

Lessor covenants and warrants that:

- a. Lessor is the owner of the leased premises and has the right to make this lease.
- b. Lessee, on paying the rent reserved in this lease and on performing all of the terms and conditions of this lease on its part to be performed, shall at all times during the lease term peacefully and quietly hold and enjoy the leased premises.
- c. The premises are now free from all encumbrances, except covenants and restrictions of record.

Lessor further covenants and warrants that at the time of the delivery of possession of the leased premises to Lessee:

- d. The premises shall be clear of all mechanics' liens.

e. A certificate of occupancy shall have been duly issued for the building, if required.

Section XVIV
Lessor's Re-Entry on Default or Abandonment

If Lessee abandons or vacates the leased premises (except as authorized pursuant to this lease) or is dispossessed for cause by Lessor before the termination of this lease, or any renewal of this lease, Lessor may, on giving twenty (20) days written notice to Lessee, declare this lease forfeited and shall, in the event of forfeiture, make reasonable efforts to relet the premises for similar rental rates. Lessee shall be liable to Lessor for all damages suffered by reason of such forfeiture. Such damages shall include, but are not limited to, the following: (1) all rent not received by Lessor until the property is relet, including reasonable expenses incurred in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises have been relet, Lessee agrees to pay to Lessor, on the same day as rental payments are due under this lease, the lost rent due Lessor after the last payment was made.

After the premises have been relet, Lessee agrees to pay to Lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

Section XX
Option to Purchase Leased Premises

Lessor hereby grants unto Lessee an option to buy the Premises, including all improvements contained on the Premises at any point during an initial 10 year lease term, and any extensions or renewals thereof. Lessor agrees that the option purchase price for the Premises (including all improvements contained on the Premises) will be equal to the IDA's appraised value at the time of exercise of option, or purchase price set and agreed to by the IDA board. Lessor agrees that if Lessee elects to exercise the option contemplated in this section, Lessee shall be credited a percentage of all lease payments made (reduced by property taxes and insurance paid by IDA) as set forth immediately below.

1. Fifty percent (50%) of all rent payments paid by Lessee shall be applied as credit against option purchase price if Lessee creates, fills and maintains for each quarterly period twelve (12) full-time positions in Hardee County;

2. Seventy-five percent (75%) of all rent payment paid by Lessee shall be applied as credit against option purchase price if Lessee creates, fills and maintains for each quarterly period eighteen (18) full-time jobs in Hardee County;

3. One Hundred percent (100%) of all rent payment paid by Lessee shall be applied as credit against option purchase price if Lessee creates, fills and maintains for each quarterly period twenty-four (24) full-time jobs in Hardee County;

The method for determining the number of full time jobs of Lessee for purposes of determining the credit to which Lessee is entitled will be determined by using RT-6 returns, submitted on a quarterly basis to Lessor. Lessor shall verify total Full Time Equivalent (FTE's) for the months in which Lessee is submitting and shall apply credit based on the above job creation scale, as contained in this lease. For each month that Lessee meets or exceeds any of the job creation thresholds, Lessor shall apply the credit towards the option purchase price. Any months that Lessee fails to meet the minimum job creation threshold, those lease payments shall not be applied towards option purchase price and will be treated as direct lease payment for that month. At such time as Lessee shall desire to exercise this option, Lessee shall give Lessor written notice thereof. Lessor will, within fourteen (14) days after receipt of such notice, provide a contract for sale at option price with Lessee paying all closing costs. 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 agreement. Lessee's failure to remain in good standing (including making timely rent payments) under the lease shall terminate this option; provided, however, that if Lessee cures any such default, the option shall remain. Lessee may assign Lessee's rights under this Section to an Affiliate. For purposes of this entire Section, Lessee shall mean and include all Affiliates (as defined below) of Lessee. The term "Affiliates" means and includes any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Lessee. "Control," including the terms "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, as trustee or executors, as general partner or managing member, by contract or otherwise.

The Parties hereto shall negotiate in good faith to reach a mutually acceptable agreement for Lessee's option to purchase the premises prior to the expiration of this agreement.

**Section XXI
Attorneys' Fees and Costs**

In connection with any litigation, including appellate or bankruptcy proceedings, arising out of the lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

**Section XXII
Venue**

Venue for any legal proceeding to enforce or interpret rights hereunder shall be Hardee County, Florida.

**Section XXIII
Binding Effect on Successors and Assigns**


The covenants and agreements contained in this lease shall be binding on the parties to this lease and on their respective successors, heirs, executors, administrators, and assigns.

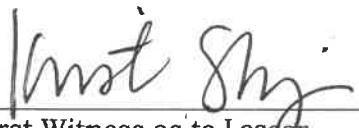
IN WITNESS WHEREOF, Thomas Watkins,
Chairman of **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**,
a public agency organized under the laws of the State of Florida, has
hereunto set his hand and seal on this agreement as LESSOR this 14 day of
October, 2019.

IN WITNESS WHEREOF, Jordan Deieso,
Reseler of **A + Environmental Restoration, LLC**, has hereunto
set his/her hand and seal on this agreement as LESSEE this 14 day of
October, 2019.

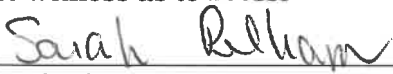
"LESSOR"

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, a
public agency organized under the
laws of the State of Florida**

By:  _____
Chairman



First Witness as to Lessor




Second Witness as to Lessor


"LESSEE"

A+ Environmental Restoration, LLC

By:  _____



First Witness as to Lessee



Second Witness as to Lessee

MEMORANDUM OF LEASE AGREEMENT

LANDLORD, Hardee County Industrial Development Authority, whose address is 107 East Main Street, Wauchula, FL 33873, and TENANT, A + Environmental Restoration, whose address is 4346 SW Hull Ave. Arcadia, FL 34266, with respect to the following-described real property:

Commence at the Southeast corner of the E½ of the SE¼ of the NW¼ of Section 29, Township 33 South, Range 25 East, Hardee County, Florida, and run North 89°50'03" West and along the South line of said SE¼ of the NW¼ a distance of 12.00 feet to the Point of Beginning; thence continue South 89°50'03" West along the same line a distance of 241.22 feet; thence North 0°09'57" East a distance of 190.00 feet; thence South 89°50'03" East a distance of 241.81 feet; thence South 0°09'57" West a distance of 190.00 feet to the Point of Beginning.

Subject to road right of way on South side and easement as recorded in O.R. Book 538, page 546.

AND

Commence at the Southeast corner of the E½ of the SE¼ of the NW¼ of Section 29, Township 33 South, Range 25 East, Hardee County, Florida, and run North 89°50'03" West and along the South line of said SE¼ of the NW¼ a distance of 253.22 feet to the Point of Beginning; thence continue South 89°50'03" West along the same line a distance of 122.40 feet; thence North 0°09'57" East a distance of 145.00 feet; thence South 89°50'03" East a distance of 122.40 feet; thence South 0°09'57" West a distance of 145.00 feet to the Point of Beginning.

Subject to road right of way.

Less existing pump located on the property, including fittings and associated hardware. Pump to remain property of and in use by the IDA in perpetuity.

Parcel I.D. Nos. 29-33-25-0000-05640-0000 and 29-33-25-0000-02120-0000

agree as follows:

1. LANDLORD leases to TENANT the above-described real property, the initial term of which shall begin on the 1 day of October 2019, and to end on the 30 day of September 2029.

2. TENANT's interest is subordinate to any liens or encumbrances now or hereafter placed on the real property.

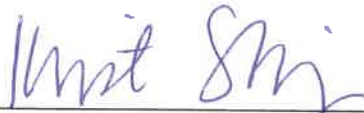
3. Pursuant to Section 713.10, Florida Statutes, LANDLORD's interest is not subject to liens for improvements made by TENANT.

"LESSOR"

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, a
public agency organized under the
laws of the State of Florida**

By: 

Chairman



First Witness as to Lessor

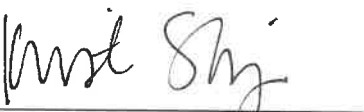


Second Witness as to Lessor

"LESSEE"

A+ Environmental Restoration, LLC

By: 



First Witness as to Lessee



Second Witness as to Lessee

**State of Florida
County of Hardee**

The foregoing instrument was acknowledged before me the 14 day of ~~November~~ ^{October} 2019 by Thomas Watkins, Chairman of the HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida. He is personally known to me.

Sarah Pelham

Notary Public

Sarah Pelham

Printed Name



My Commission Expires: 12/16/22

"LESSEE"

A+ Environmental Restoration, LLC

By: [Signature]

[Signature]
First Witness as to Lessee

[Signature]
Second Witness as to Lessee

**State of Florida
County of Hardee**

The foregoing instrument was acknowledged before me the 14 day of October 2019 by, Jordan Deriso of A+ Environmental Restoration, LLC, under the laws of the State of Florida. He is personally known to me.

Sarah Pelham

Notary Public

Sarah Pelham

Printed Name



My Commission Expires: 12/16/22