



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Miscellaneous

J.5.

3/23/2021

Subject:

Approval of Resolution and Real Estate Contract for sale of property in County owned Commerce Park in Titusville and approval of Economic Incentive Package from North Brevard Economic Development Zone for Dark Storm Industries, LLC.

Fiscal Impact:

Net proceeds from the sale would be deposited into a restricted account under the NBEDZ, for use on park-related expenditures only, as per Ordinance No. 2013-08

Dept/Office:

North Brevard Economic Development Zone

Requested Action:

The North Brevard Economic Development Zone (NBEDZ) formally requests that the Board of County Commissioners (BOCC) approve a Resolution and Real Estate Contract permitting the sale of approximately 9.8 acres of land in the county-owned Spaceport Commerce Park in Titusville for \$362,600.00 to the company referenced by the EDC of Florida's Space Coast as for Dark Storm Industries, LLC that it also grant concurrence to the provision of an economic incentive package offered to the company from the North Brevard Economic Development Zone totaling \$862,600, and that it authorize the BOCC chair to execute all documents in connection thereof.

Summary Explanation and Background:

Dark Storm Industries, LLC (a/k/a Project Freedom) is an armaments manufacturing company that produces high-grade small firearms and ordnance accessories for the middle-to-upper income market. The company is currently based in New York state, but has engaged in a site selection search of industrial sites across multiple states for the relocation of its manufacturing division. It is weighing a decision to purchase acreage in the Spaceport Commerce Park and construct a new 25,000 sq. ft. building, and inject more than \$3.2 million in capital investment (building and capital equipment cost).

The NBEDZ, acting as the county's authorized agent for developing and/or inducing the development of lots within that county-owned business park, received and reviewed the company's offer to purchase the land. The NBEDZ approved a purchase offer from the company for \$37,000 an acre at its March 12, 2021, board of directors' meeting, and approved an incentive package totaling \$862,600 in reimbursement grants to induce the project forward. The NBEDZ requests that the Board of County Commissioners approve the land sale and the economic incentive package as presented, to permit the project to proceed.

Contact Troy Post with the NBEDZ, at 321-960-1458, or troy.post@brevardfl.gov
<<mailto:troy.post@brevardfl.gov>>

J.5.

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3/23/2021

Clerk to the Board Instructions:

Provide signed copy of adopted resolution, real estate contract, and incentive agreement to CAO and NBEDZ.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 24, 2021

MEMORANDUM

TO: Troy Post, North Brevard Economic Development Zone Executive Director

RE: Item J.5., Approval of Resolution and Real Estate Contract for Sale of Property in Spaceport Commerce Park (SCP) in Titusville and Approval of Economic Incentive Package from North Brevard Economic Development Zone (NBEDZ) for Dark Storm Industries, LLC.


The Board of County Commissioners, in regular session on March 23, 2021, adopted Resolution No. 21-036, authorizing conveyance of real property interest in a parcel within the SPC to Dark Storm Industries, LLC; approved the Real Estate Option Contract permitting an option to purchase approximately 9.8 acres of land in the County-owned Spaceport Commerce Park in Titusville for \$362,600 to Dark Storm Industries, LLC; approved the North Brevard Economic Development District to offer Dark Storm Industries, LLC the Economic Incentive Agreement providing grants not to exceed \$862,600; and authorized the Chair to execute all documents in connection thereof, contingent upon the following amendments to the Economic Incentive Agreement:

- (1) Grantee consents to a grant provision that the CEO, President, or the equivalent position, may be counted as one of the jobs required to be created under the Agreement, but the wage of that position may not be counted towards the average project wage of the jobs.
- (2) The Grantee consents to one of the following two provisions being added to the Agreement:
 - (a) The County be given third priority as a lienholder over the subject property for an amount equal in value to the land acquisition grant which amounts to \$362,600; i) County lien priority would be subordinate to the bank loan as first and the Charter Development Corporation ("CDC") loan in second priority; ii) At the beginning of year six, if the company is and has been in compliance with their agreement(s) with the County and NBEDZ, County would then record a satisfaction of lien; or
 - (b) The \$362,600 land acquisition grant is not disbursed until the beginning of year six at which time it would be provided if the company is and has been in compliance with the agreement(s) with the County and NBEDZ.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/sm

cc: County Attorney
Finance
Budget

RESOLUTION NO. 2021 - 036

**A RESOLUTION AUTHORIZING CONVEYANCE OF REAL PROPERTY
INTEREST IN A PARCEL WITHIN THE SPACEPORT COMMERCE PARK
TO DARK STORM INDUSTRIES, LIMITED LIABILITY COMPANY.**

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns certain real property described as a 9.8-acre (more or less) parcel described and depicted at Exhibit A; and

WHEREAS, pursuant to chapter 82-264, Laws of Florida, for the purpose of industrial development, Brevard County is authorized to sell or otherwise dispose of county owned property within specific boundaries of the Gateway Center Industrial Park by private sale without compliance with section 125.38, Florida Statutes; and

WHEREAS, the property described above is located within specific boundaries of the Gateway Center Industrial Park (now SpacePort Commerce Park) and the sale promotes industrial development; and

WHEREAS, the Brevard County Board of Commissioners created the North Brevard Economic Development Zone (NBEDZ) Dependent Special District under the powers vested in the Board under Chapter 125, Florida Statutes, Chapter 189, Florida Statutes and section 200.065(1), Florida Statutes; and

WHEREAS, the Board approved Ordinance No. 2013-08, establishing the NBEDZ as the county's authorized agent for negotiating and executing contracts for the private sale or private lease of county-owned land within the boundaries of the Spaceport Commerce Park; and

WHEREAS, in accord with Ordinance No. 2013-18, on March 12, 2021, the NBEDZ Board of Directors approved a purchase offer for a 9.8-acre parcel, more or less, tendered by a company known as Dark Storm Industries, Limited Liability Company at the price of \$37,000.00 per acre, for a total of \$362,600.00; and

WHEREAS, the NBEDZ believes that this project, with its plan to build a new approximately 25,000 square foot facility and increase its employment, will further assist the economic revival of an area adversely impacted by the end of NASA's Space Shuttle program; and

WHEREAS, the NBEDZ further believes that the sale of an industrially-zoned lot will aid future development of additional lots in the Spaceport Commerce Park by evidencing the viability of this site location.

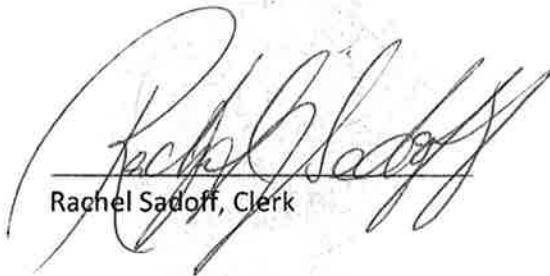
NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA agree as follows:

1. The foregoing recitations are true and correct and by this reference incorporated;
2. The sale of this parcel promotes industrial development;
3. Upon completion of a survey of the property, to transfer ownership of an 9.8-acre parcel described in the attached Exhibit A to Dark Storm Industries, Limited Liability Company, at the offering price of \$37,000.00 per acre, with the total price to be \$362,600.00, and
4. To empower the Chair, Board of County Commissioners, to execute all necessary documents related to this real estate transaction.
5. To empower the Executive Director, North Brevard Economic Development Zone (NBEDZ) Dependent Special District to sign any related documentation, to include documents related to the splitting up of Parcel D to create this lot.

DONE, ORDERED, and ADOPTED, in regular session, this 23 day of March, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rachel Sadoff, Clerk



Rita Pritchett, Chair

As approved by the Board on 3/23/2021

Approved as to legal form and content:

Assistant County Attorney

MAP AND LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND BEING A PART OF PARCEL "D" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO: 407 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SHEPHERD DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE OF SHEPHERD DRIVE, THE FOLLOWING TWO COURSES AND DISTANCES: S.58°57'51"E., 380.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°01'09", 70.08 FEET; THENCE N.31°04'38"E., 956.73 FEET TO A POINT LYING ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3017, PAGE 2464 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.58°57'51"W., ALONG SAID LINE, 450.00 FEET TO A POINT LYING ON THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407; THENCE S.31°04'38"W., ALONG SAID LINE, 959.80 FEET TO THE POINT OF BEGINNING. CONTAINING 431,839 SQUARE FEET OR 9.91 ACRES MORE OR LESS.

LEGEND:

R = RADIUS

L = LENGTH

△ = INCLUDED ANGLE

3017/2464 = TYPICAL NOMENCLATURE FOR
OFFICIAL BOOK AND PAGE

CL = CENTERLINE

P.O.B. = POINT OF BEGINNING

SHEET 1 OF 2 SHEETS

SURVEYOR'S NOTE:

THIS IS NOT A SURVEY. THIS DOCUMENT WAS PREPARED FOR LEGAL DESCRIPTION PURPOSES ONLY, AND IS IN NO WAY INDICATIVE OF AN ACTUAL FIELD SURVEY.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:

NORTH BREVARD ECONOMIC DEVELOPMENT ZONE

CERTIFIED BY:

DENNIS W. WRIGHT

REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA

DATE 1/27/21

ORDER NO. 25764

FB. NO.

SCALE. 1" = 200'

DWG.NO. NBEDC.DWG

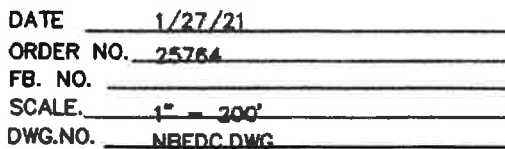
Honeycutt & Associates, Inc.

ENGINEERS • SURVEYORS • PLANNERS

3700 South Washington Avenue • Titusville, Florida 32780

(321) 267-6233 Fax (321) 269-7847

CERTIFICATE OF AUTHORIZATION NO. LB 6762



CERTIFICATE OF AUTHORIZATION NO. LB 6762

OPTION CONTRACT FOR SALE AND PURCHASE
Project Freedom

THIS OPTION CONTRACT is made this 23 day of March, 2021, between the following Parties: **DARK STORM INDUSTRIES, LLC**, a New York Limited Liability Company, whose address is 4116 Sunrise Highway, Oakdale, New York, 11769, as ("Optionee"), and the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision within the State of Florida, ("Optionor"), whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940.

RECITALS

WHEREAS, Optionor is the fee owner of certain real property measuring 9.8 acres (more or less) which is located in the City of Titusville, County of Brevard and State of Florida and contained within Parcel "D" of the Enterprise Park Plat, at Brevard County Official Records Book 32, Page 74, to be more particularly described in Exhibit "A" attached hereto and incorporated herein, based upon a survey of the exact parcel completed prior to closing (the "Property"); and

WHEREAS, Optionor desires to grant to Optionee and Optionee desires to accept certain options regarding the Property on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual agreements herein contained, the Parties covenant and agree as follows:

1. **LEGAL DESCRIPTION OF PROPERTY.** A parcel measuring 9.8 acres (more or less), and contained within Parcel "D" of the Enterprise Park Plat, at Brevard County Official Records Book 32, Page 74, to be more particularly described in Exhibit "A" attached hereto and incorporated herein, based upon a survey of the exact parcel completed prior to closing. (hereinafter the "Property").
2. **OPTION TO PURCHASE.** In consideration for the payment of the Option Fee (as hereinafter defined) Optionor hereby grants to Optionee an option (the "Option") to purchase the Property free and clear of all liens and encumbrances except as specifically provided otherwise herein.
3. **OPTION FEE.** Simultaneously with the execution of this Option Agreement, Optionee has paid to Optionor the sum of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$3,500.00) (the "Option Fee"). The Option Fee is to be transferred to an escrow account established and held by the Brevard County Clerk and shall be applied to the Purchaser price if the Option is exercised.
4. **TERM OF OPTION.** The Option and all rights and privileges granted to Optionee hereunder shall be effective as of the date hereof, and shall continue until the earlier to occur of (i) the Option Closing (as hereinafter defined) or (ii) 11:59 P.M., Eastern Standard Time, on the day which is 180 days after the date

Optionee's Initials

hereof (the "Option Expiration Date") (such period being hereinafter referred to as the "Option Period"), whereupon the Option shall expire and be of no further force and effect; provided, however, that if such failure to close by the expiration of the Option Period is due to a breach or default by Optionor hereunder or the failure of a condition precedent to Optionee's obligation to close hereunder, then the Option Period and the Option Expiration Date shall be, and be deemed to be, extended until such default has been cured or such condition precedent has been satisfied, as the case may be; provided, further, that if the failure to close is due to the failure of a condition precedent of Optionee's obligations to close and not due to a default by Optionor, then the Option Period and the Option Expiration Date shall in no event be extended beyond ninety (90) days. Time shall be of the essence with respect to the exercise of the Option by Optionee prior to the expiration of the Option Period.

5. OPTION PURCHASE PRICE; COSTS AND EXPENSES.

(a) The purchase price for the Property (the "Option Purchase Price") shall be THREE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$362,600.00), payable by any of the following methods designated by the Optionor:

- (i) The delivery to the Optionor of a Bank Treasurer's Check of a member Bank of the New York Clearing House, payable to the order of the Optionor; or,
 - (ii) wire or debit and credit transfer of immediately available same day United States Federal Funds to one or more accounts to be designated by Optionor.
- (b) Other than as specifically provided herein, each Party shall be responsible for its own costs and expenses in connection with this Option Agreement and the transactions contemplated hereby.

6. EXERCISE OF OPTION. Optionee may exercise the option by providing written notification to Optionor of Optionee's intent to exercise the option at any time during the Option Period. (the "Option Notice"). The Option Notice shall set forth a proposed closing date (the "Option Closing Date") for the closing of the purchase of the Property (the "Option Closing").

7. TITLE EVIDENCE. At least 15 (fifteen) days before closing date, ____ Optionor shall, at Optionor's expense, deliver to Optionee or Optionee's attorney or X Optionee may at Optionee's option and sole cost obtain a:) title search and/or b:) title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance. See Addendum 1, Standards of Real Estate Transactions (A) for additional requirements.

8. CLOSING DATE. The Parties agree that upon exercise of the Option, the transaction shall be closed and the deed and other closing papers delivered within 60 days of the exercise of the Option, unless modified by other provisions of this Contract. See Addendum 1 and 2.

9. WARRANTIES AND BROKERS. The following warranties are made and shall survive closing.

Optionee's Initials



- A. The following representations and warranties of Optionor are true and correct as of the date hereof and shall be true and correct on and as of the Option Closing Date (subject to be updated to reflect current information) with the same force and effect as if made at that time, and Optionor agrees to comply with each of the covenants contained herein:
- a. The execution and delivery of this Option Agreement and the other documents to be delivered hereunder by Optionor, the performance by Optionor of its obligations hereunder and under such other documents, and the consummation by Optionor of the transactions contemplated hereunder have been duly authorized; Optionor has the legal right, power and authority to enter into this Option Agreement and perform all of its obligations hereunder; and the performance by Optionor of its obligations hereunder will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its certificate of formation or any contract, agreement or instrument to which Optionor is a party or by which it is bound, or to which it or any portion of its property is subject and (y) will not require the consent, approval, authority or order of any court or governmental agency that has not been previously obtained in writing and delivered to Optionor.
 - b. There are no leases, tenancies, licenses or other rights of occupancy for any portion of the Property.
 - c. There is no pending condemnation or similar proceeding affecting the Property or any portion thereof, nor has Optionor any knowledge that any such proceeding is contemplated.
 - d. There are no actions, suits or proceedings pending or, to the knowledge of Optionor, threatened against or affecting Optionor or the Property or any portion thereof or relating to or arising out of the ownership or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, except for personal injury claims or other claims covered by insurance.
 - e. Optionor will not and has not entered into any agreement still in effect, other than this Option Agreement, to sell, encumber or dispose of any interest in the Property or any part thereof; and there are no options, rights of first offer, rights of first refusal or similar rights to acquire the Property in favor of any other party.
 - f. Optionor is not a "non-foreign person" within the meaning of section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.
- B. The following representations and warranties of Optionee are true and correct as of the date hereof and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time:

Optionee's Initials




- a. Optionee is a liability company duly organized, validly existing and in good standing under the laws of the state of its formation; and
- b. The execution and delivery of this Option Agreement and the performance by Optionee of its obligations hereunder has been duly authorized; Optionee has the legal right, power and authority to enter into this Option Agreement and perform all of its obligations hereunder; and the performance by Optionee of its obligations hereunder (x) will not conflict with, or result in a breach of, any of the terms, conditions and provisions of its certificate of limited partnership, any law, statute, rule or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality, or any contract, agreement or instrument to which Optionee is a party or by which it is bound and (y) will not require the consent, approval, authority or order of any court or governmental agency that has not been previously obtained in writing and delivered to Optionor.

10. BROKERAGE.

- (a) Optionor and Optionee each agree, warrant and represent to each other that it has not dealt with any broker in connection with this Option or the acquisition of the Property contemplated hereby.
- (b) The provisions of this Section 9 hereof shall survive the Option Closing Date or the termination of this Option Agreement.

11. INSPECTIONS AND DUE DILIGENCE. Optionee may, at reasonable times and upon reasonable notice to Optionor, at Optionee's sole expense, cause the Property to be inspected by such engineers, architects and others acting on behalf of Optionee, as Optionee may designate. All inspections and due diligence must occur during the Option Period. During the Option Period, the Optionee must complete any desired physical inspection(s) and evaluation(s) of the property, including but not limited to, environmental, hazardous materials, suitability for development, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to Optionee are detected, Optionor shall 1) take all steps necessary to remove Optionee's objections prior to the expiration of the option, if possible or 2) if acceptable to Optionee, Optionor shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination, this agreement may be terminated by Optionee and Optionee may decline to allow Optionor to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to Optionee, Optionee may terminate this agreement. Alternatively, Optionee may grant Optionor an additional 90 days to clean up the site after the Phase II assessment, but Optionee is not required to do so. Optionor shall allow the Optionee or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the inspection period or the additional 90-day extension for a Phase II assessment, Optionee shall have the right to terminate this agreement with a refund of its option payments, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to Optionee, the Optionee shall receive a refund of its option payment. Optionee shall be permitted to conduct such invasive testings, borings, surveys, tests, studies

Optionee's Initials 

and inspections of the Property as Optionee has, in Optionee's discretion, deemed necessary or advisable as a condition precedent to Optionee's exercise of the Option and to determine the physical, environmental and land use characteristics of the Property and its suitability for Purchaser's intended use; and Optionor shall provide Optionee with adequate opportunity to make such invasive testings, borings, surveys, tests, studies and inspections of the Property.

12. NOTICES.

- A. All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.
- B. The Parties' designated representatives and their respective addresses for purposes of this Agreement are as follows:

Edward Newman
Dark Storm Industries LLC
4116 Sunrise Highway
Oakdale, NY 11769

Ed Newman
Dark Storm Industries LLC
631-967-3170 x 100
www.dark-storm.com

Troy Post, Executive Director
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE
400 South Street, Suite 1A
Titusville, FL 32780
Phone: 321-264-5205
E-mail: troy.post@brevardfl.gov

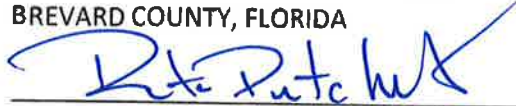
Special Clauses: X See attached addendum 1 and 2.

(Signature Page Follows)

Optionee's Initial



BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Rita Pritchett, Chair

ATTEST:



Rachel Sadoff, Clerk

As Approved by the Board: March 23, 2021

Approved As to Form:

Asst. County Attorney

Optionee: DARK STORM INDUSTRIES, INC

Social Security or Tax Identification Number: 46-1909201

Date: 3/13/2021

Signed: 

By: Edward Newman

Its: Manager

Date: 3/12/2021

Signed: 

By: Peter Morrissey

Its: Manager

Signed by Witness: 

Maria Martinez

Print Name of Witness

03-13-2021

Date of Witness Signature

Optionee's Initials



ADDENDUM 1 - STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: (Applicable in the event Optionee opts to obtain a title commitment). A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Optionee, upon recording of the deed to Optionee, an owner's policy of title insurance in the amount of the purchase price insuring Optionee's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Optionor at or before closing. Optionor shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Optionee shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Optionee shall within 3 days thereafter, notify Optionor in writing specifying defect(s). If the defect(s) render title unmarketable, Optionor will have 30 days from receipt of notice to remove the defects, failing which Optionee shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Optionor either: (1) extending the time for a reasonable period not to exceed 120 days within which Optionor shall use diligent effort to remove the defects; or (2) requesting a refund of the Option Fee(s) paid which shall immediately be returned to Optionee. If Optionee fails to so notify Optionor, Optionee shall be deemed to have accepted the title as it then is, Optionor shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Optionor is unable to remove the defects within the times allowed therefor, Optionee shall either waive the defects or receive a refund of the Option Fee(s), thereby releasing Optionee and Optionor from all further obligation under this Contract.

B. SURVEY: Within thirty (30) days of the date hereof, Optionor, at Optionor's expense, shall have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. TIME PERIOD: Time is of the essence in this Contract.

D. DOCUMENTS FOR CLOSING: Optionor shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Optionee shall furnish closing statement.

E. EXPENSES: If required, the recording of corrective instruments shall be paid by Optionor. Optionee will pay for the cost of recording the deed and any required documentary stamps on the deed.

F. PRORATIONS; CREDITS: THERE IS NO TAX PRORATION ON THIS PROPERTY.

G. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Optionor. Pending liens as of date of closing shall be assumed by Optionee. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Optionor shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

Optionee's Initials E

H. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Optionee's expense to show title in Optionee, without any encumbrances or change which would render Optionor's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Optionor's attorney or by another mutually acceptable escrow agent for a period of not more than five (5) days after closing date. If Optionor's title is rendered unmarketable, through no fault of Optionee, Optionee shall, within the 5-day period, notify Optionor in writing of the defect and Optionor shall have 30 days from date of receipt of such notification to cure the defect. If Optionor fails to timely cure the defect, all the Option Fee(s) and closing funds shall, upon written demand by Optionee and within five (5) days after demand, be returned to Optionee and, simultaneously with such repayment, Optionee shall return the Personal Property, vacate the Real Property and reconvey the Property to Optionor by special warranty deed and bill of sale. If Optionee fails to make timely demand for refund, Optionee shall take title as is, waiving all rights against Optionor as to any intervening defect except as may be available to Optionee by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, Florida Statutes (1993), as amended.

I. FAILURE OF PERFORMANCE: If Optionee fails to perform this Contract within the time specified, including payment of all the Option Payment(s), the Option Payment(s) paid by Optionee may be retained by or for the account of Optionor as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Optionee and Optionor shall be relieved of all obligations under this Contract. If for any reason other than failure of Optionor to make Optionor's title marketable after diligent effort, Optionor fails, neglects or refuses to perform this Contract, the Optionee may seek specific performance or elect to receive the return of Optionee's Option Payment(s) without thereby waiving any action for damages resulting from Optionor's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. **THE PARTIES AGREE TO WAIVE TRIAL BY JURY.**

J. CONVEYANCE: Optionor shall convey title to the Real Property by County's Deed.

K. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Optionee or Optionor unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Optionee's Initials



ADDENDUM 2 TO OPTION CONTRACT FOR SALE AND PURCHASE

1. OPTIONEE SHALL PURCHASE THE PROPERTY IN AS-IS CONDITION. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS ACCEPTED BY OPTIONEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO.
2. Optionee agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property in the Official Records Book (ORB) of Brevard County, Florida, including but not limited to those at ORB 2460, page 2995-3008; ORB 2508, Page 2917; ORB 6395, Page 2380, and Plat Book 32, Page 74, also more particularly identified under Exhibit "B."
3. Optionee has no right to assign this Contract without Optionor's prior written consent. Notwithstanding the preceding, prior to the exercise of the option, Optionee may assign the rights and duties of the Option Contract to a newly created Florida business entity, which shall (A) Control, (B) be under the Control of, or (c) be under common Control with Optionee and the entity to which Optionee has assigned the Economic Incentive Agreement Project "Freedom" with the North Brevard Economic Development District. "Control" (including with correlative meanings, such as "Controlling," "Controlled by" and "under common Control with") means, as applied to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and operations of such entity, whether through the ownership of voting securities or other ownership interests, by contract or otherwise."
4. Once purchased, Optionee further agrees to commence the construction of a building approximately 25,000 square feet (the "Building") within two (2) years of transfer of title from Optionor to Optionee. Failure to proceed with the construction of the Building, as evidenced by receipt of a building permit from the City of Titusville and the pouring upon the property of a concrete foundation equal to the building footprint specified above within said two (2) year period shall entitle the Optionor to the right to reacquire the property at the same consideration paid by Optionee.
6. **PROPERTY TAX DISCLOSURE SUMMARY:** OPTIONEE SHOULD NOT RELY ON OPTIONOR'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT OPTIONEE MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Optionee's Initials



EXHIBIT A

MAP AND LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND BEING A PART OF PARCEL "D" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO: 407 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SHEPHERD DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE OF SHEPHERD DRIVE, THE FOLLOWING TWO COURSES AND DISTANCES: S.58°57'51"E., 380.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°01'09", 70.08 FEET; THENCE N.31°04'38"E., 956.73 FEET TO A POINT LYING ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3017, PAGE 2464 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.58°57'51"W., ALONG SAID LINE, 450.00 FEET TO A POINT LYING ON THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407; THENCE S.31°04'38"W., ALONG SAID LINE, 959.80 FEET TO THE POINT OF BEGINNING. CONTAINING 431,839 SQUARE FEET OR 9.91 ACRES MORE OR LESS.

LEGEND:

R = RADIUS

L = LENGTH

△ = INCLUDED ANGLE

3017/2464 = TYPICAL NOMENCLATURE FOR
OFFICIAL BOOK AND PAGE

℄ = CENTERLINE

P.O.B. = POINT OF BEGINNING

SHEET 1 OF 2 SHEETS

SURVEYOR'S NOTE:

THIS IS NOT A SURVEY. THIS DOCUMENT WAS PREPARED FOR LEGAL DESCRIPTION PURPOSES ONLY, AND IS IN NO WAY INDICATIVE OF AN ACTUAL FIELD SURVEY.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: _____
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE

CERTIFIED BY: _____
DENNIS W. WRIGHT
REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA

DATE 1/27/21
ORDER NO. 25764
FB. NO. _____
SCALE. 1" = 200'
DWG.NO. NBEDC.DWG

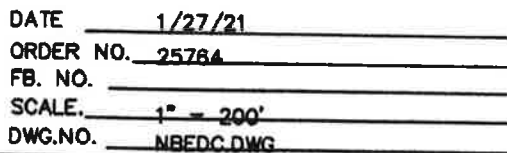
Honeycutt & Associates, Inc.

ENGINEERS • SURVEYORS • PLANNERS

3700 South Washington Avenue • Titusville, Florida 32780

(321) 267-6233 Fax (321) 269-7847

CERTIFICATE OF AUTHORIZATION NO. LB 6762



CERTIFICATE OF AUTHORIZATION NO. LB 6762

EXHIBIT B

**Modifications of Restrictive Covenants for the area
Platted as Enterprise Park and also known as Gateway Industrial
Park and now known as Spaceport Commerce Park**

The Board of County Commissioners of Brevard County, Florida is the owner, (hereinafter referred to as "Owner") of certain real property located within the plat at Plat Book 32, Page 74 entitled Enterprise Park formerly known as Gateway Center Industrial Park and now known as Spaceport Commerce Park and hereinafter referred to as the "Property".

WHEREAS, Brevard County, Florida as the owner of the platted property imposed at said Official Records Book 2460, Page 2995 "Restrictive Covenants Gateway Center Industrial Park" amended at Official Records Book 2508, Page 2917; and

WHEREAS, the Owner desires to amend the restrictions upon the use and development of the Property located within Spaceport Commerce Park formally known as Enterprise Park and Gateway Center Industrial Park for the mutual benefit and protection of itself and the persons who may hereafter purchase and/or lease the said Property or any portion thereof; and

NOW, THEREFORE, the Owner does hereby declare the Property contained in the Enterprise Park at Plat Book 32, Page 74 also known as Gateway Center Industrial Park and (hereinafter Spaceport Commerce Park) to be subject to the following conditions, restrictions, standards, and reservations binding upon every person or corporation who shall hereafter become the purchaser or lessee of the said Property therein:

1. **Use:** The use policy for the Property within the Spaceport Commerce Park shall be for light, high technology industrial and related commercial and office operations, where such uses exhibit only those operational characteristics having low nuisance values with respect to dust, smoke, odors, gases, noise, fumes, heat, vibration and other traits associated with light, high technology industrial and related commercial and office operations. The specific uses identified below are allowed:

Permitted Principal Uses: Light High Technology

- (a.) Wholesaling distribution centers and associated warehousing and storage.
- (b.) Research and design laboratories.
- (c.) Exhibition and nonretail showroom centers/ trade or convention centers.
- (d.) Manufacturing including manufacturing, compounding, processing, packaging, storage, treatment or assembly of products utilizing preprocessed materials within a structure that does not require exterior storage.
- (e.) Technology and research centers including fabrication or production of technical/ scientific products and materials within an enclosed structure.
- (f.) Printing, publishing or similar establishments.
- (g.) Service establishments catering to commerce and industry including but not limited to restaurants, coffee shops and cafeterias, outlets for business supplies, sales of prescriptions and personal care products, newsstands and similar establishments.
- (h.) Business and professional offices.
- (i.) Vocational, technical, trade or industrial schools and similar uses.
- (j.) Freight movers.
- (k.) Medical clinic in connection with industrial activity.
- (l.) Packaging and delivery express service.
- (m.) Employee credit unions.
- (n.) Retail sales incidental to manufacturing or product floor area. Such retail sales shall be located within the principal buildings.
- (o.) Heliports or landing pads.

Accessory Use:

- (a.) Uses and structures which are on the same lot and of a nature customarily incidental and subordinate to the principal building structure or use.
- (b.) Uses and structures which are in keeping with the character of the district.
- (c.) No residential facilities shall be permitted except for watchmen or caretakers whose work requires residence on the premises or for employees who will be temporarily quartered on the premises.

Conditional Use:

- (a.) Child care facility.

- (1.) No certificate of occupancy shall be issued until a license has first been obtained from the state department of health and rehabilitative services and any other permitting agency as required by law including the provisions of these regulations.

- (2.) A landscape buffer in accordance with Section 35-38 shall be required on nonstreet property lines.

- (3.) Such facility shall provide a passenger dropoff zone adjacent to the facility providing clear ingress and egress from parking and other areas.

- (4.) All structures, playgrounds, and outdoor recreation areas be setback minimum of fifty (50) feet from any abutting residential zoning district or residential use.

- (b.) Motion pictures, radio and television broadcasting facilities and transmission towers.

- (1.) Towers shall be located on the site so as to provide a minimum distance equal to the height of the tower front all property lines.

(c.) Multi-use buildings consisting of two or more permitted and/or conditional uses.

(d.) Health studio spa and similar establishments.

(e.) Banks and financial institutions (with drive-in facilities).

(1.) Each drive-in stacking lane must be clearly defined and designed as to not conflict or interfere with other traffic utilizing the site.

(2.) A bypass lane shall be provided if one way traffic flow pattern is utilized.

Prohibited uses shall include churches, K-12 private or public schools, and other schools unrelated to manufacturing and "high tech" industries. In no way shall this use policy be construed to imply the Property can be used for heavy manufacturing, hotel or motel, establishments serving food or beverages for the employees or guests of the facility. The latter may be permitted where the establishment is part of a light, high technology industrial and related commercial or office operation functioning as a company cafeteria, lunch room, day care, etc. solely for the use of its employees and guests. The Owner, its successors or assigns, shall not be obligated to grant their consent to any industrial, commercial or office use, and shall have the right, as a condition to any consent, to impose limitations and requirements as it may deem to be in the best interests of the area and to the objectives of the Spaceport Commerce Park. Any consent may be revoked if at any time a consented use is found to be inconsistent with the use policy as stated herein, and/or is found to be an unreasonable and uncorrectable nuisance in spite of limitations or requirements.

Anything herein to the contrary notwithstanding, this amendment shall only apply to those properties located within the Plat of Enterprise Park recorded in Plat Book 32, Page 74, Public Records of Brevard County, Florida. Should additional properties outside the Plat of Enterprise Park be encumbered by the initial restrictions to Spaceport Commerce Park f/k/a Gateway Central Industrial Park f/k/a Enterprise Park recorded in Official Records Book 2460, Page 2295, Public Records of Brevard County,

Florida, this amendment shall not apply to such property. In addition, one property owner within the Spaceport Commerce Park had an existing daycare use not included within this paragraph 1 as a permitted use on the date of recording this amendment. That parcel with a partial inconsistent use is identified at Official Records Book 5996, Page 1770. The inconsistent or nonconforming use is located on 3600 square feet out of 14,000 square feet shall be entitled to continue to have such uses upon the property, for as long as that use shall be continuously maintained and is not abandoned for more than one year.

2. **Review:** The Owner sells or leases the Property subject to the expressed condition that the purchaser or tenant shall assure that any future user purchasing, leasing, or subleasing the Property from the purchaser or tenant shall meet the use restrictions set forth in paragraph 1. Use of the Restrictive Covenants. Such assurance shall take the form of a clause in the lease instrument of deed requiring compliance. The lease instrument or deed shall be submitted to the Spaceport Commerce Park Authority, or its successors or assigns, prior to sale, lease or sublease of the Property so that the Spaceport Commerce Park Authority may verify the imposition of such condition and restriction.

The Board of County Commissioners, through the Spaceport Commerce Park Authority, shall have the right to approve the intended use of such subsequent owner or tenant, which approval will be based on the permitted uses described in the Restrictive Covenants. The intended use will be deemed approved if not rejected in writing within ten (10) days of the request for approval.

3. **Limitations:** No illegal trade, business or activity shall be permitted on the said Property. No operations shall be conducted on said Property which will cause an emission of offensive dust, smoke, odors, gases, noise, fumes, heat vibrations or other industrial traits which may be or become a nuisance or an unreasonable annoyance to other property within the Spaceport Commerce Park, except for temporary periods of construction and repairs of buildings, parking areas and other improvements.

4. **Lot Restrictions:** The minimum size of a lot shall be two and one-half (2½) acres. However, minimum lot sizes shall be subject to reduction to not less than one (1) acre lots in forty percent (40%) of the platted area of Enterprise Park, now known as Spaceport Commerce Park; no more than one hundred thirty and a half (130.5) acres may be reduced to less than two and a half (2.5) acre lots. In addition, no lot abutting Shepherd Drive shall be less than 2 ½ acres in size. Structural coverage, including outside storage areas, shall not exceed fifty (50) percent of the lot.
5. **Building Material and Architectural Standards:** No wooden frame, metal or pre-engineered metal buildings shall be constructed or placed on the property. No building shall have a metal roof without written permission of the Owner. Metal or pre-engineered metal buildings may be considered as viable construction alternatives if such buildings are designed with a façade that completely disguises the metal construction characteristics of the building's front and the first twenty-five (25) feet of each side. The Owner reserves the right to reject any architectural design if so recommended by the Spaceport Commerce Park Authority. Except for metal or pre-engineered metal buildings as provided for herein, all exterior walls of buildings shall be of exposed, concrete-aggregate, stucco, glass, terrazzo, natural stone, brick, or wood siding. All buildings shall be finished by painting, staining or other processes. An Architectural Elevations and Building Materials Statement shall be submitted to the Spaceport Commerce Park Authority.
6. **Signs and Lighting:** No lighted signs with neon lights, intermittent, or flashing lights or LED lights shall be allowed.
7. **Utilities:** The Purchaser or Lessee shall make arrangements with applicable utility providers for securing electrical and telephone services to said property.
8. **Water and Sanitary Sewer Systems and Solid Waste:** Water Distribution lines are located in easements or street rights-of-way. The Purchaser or Lessee shall be responsible for constructing water line extensions to the building site. The Purchaser or Lessee shall be required to obtain approval (permits) from the City of Titusville.

The Purchaser or Lessee shall be responsible for the design and construction of sanitary sewer extensions to the building site from the existing sanitary sewer system, designed to collect effluents at the property line. The Purchaser or Lessee shall be responsible for obtaining permit approval from the City of Titusville and The State of Florida Department of Environmental Protection for the construction of sanitary sewer extensions. Special requirements may be imposed on the industrial user to limit or control problems which could occur at the treatment site as a result of heavily loaded industrial waste discharge. The State of Florida Department of Environmental Protection shall govern the quality of sewage discharge of the Purchaser or Lessee. No septic tanks shall be used for the treatment of industrial effluent.

9. **Maintenance:** The Purchaser or Lessee of any lot shall at all times keep the premises, buildings, and improvements in a safe and clean condition, and comply in all respects with government health and policy requirements. All landscaping and exterior portions of structures shall be maintained in order to keep an attractive appearance.

10. **Waiver:** The Owner, its successors or assigns, shall have the right in writing to waive minor variances of any of the restrictions or requirements herein set forth.

11. **Enforcement of Restrictive Covenants:** These restrictive covenants herein are made for the benefit of the Owner, its successors or assigns, and all persons who shall hereafter occupy the Property as Purchasers or Lessees to the Owner. Any person or persons for whose benefit these covenants have been made may pursue any suit or action necessary to enforce them for breach or refusal to conform to the specific requirements thereof or any action lawfully taken thereunder, or to seek injunctive relief or enforcement of assessments or damages, as the case may be, in any court of competent jurisdiction.

12. **Invalidation and Termination:** Invalidation of any restrictive covenant shall not affect the validity of any other covenant, but the same shall remain in full force and effect.

Any covenant herein above may be altered or rescinded by the recording of a document among the Public Records of Brevard County, Florida, and signed by the Owner, together with other Purchasers or Lessees owning and controlling three-fourths in area of the property within the Spaceport Commerce Park.

13. The Owner, its successors or assigns, shall adhere to all applicable local, state and federal laws.

14. Attorneys Fees In any suit to enforce the Restrictive Covenants, each party shall bear its own attorneys fees.

IN WITNESS WHEREOF, the Owner has executed these Covenants and Restrictions by the undersigned executive officer, and has caused its seal to be affixed, attested by its undersigned Clerk, all pursuant to lawful authority, as of the 3 day of August, 20 10.

ATTEST:


Scott Ellis, Clerk

STATE OF FLORIDA
COUNTY OF BREVARD
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

This is to certify that the foregoing is a true and correct copy of the

Covenants of Mary Bolin, Chairman


and official seal this 3 day of August, 20 10

Approved by the Board on:

AUG 03 2010

STATE OF FLORIDA
COUNTY OF BREVARD


§
§

SCOTT ELLIS
Clerk Circuit Court
BY  D.C.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARY BOLIN and SCOTT ELLIS, to me known and known to be the person(s) described in and who executed the foregoing Restrictive Covenants as CHAIRMAN and CLERK, respectively, of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Board.

WITNESS my hand and official seal in the State and County last aforesaid this 3 day of Aug 20 10.




Notary Public Tamara J. Van Fossan

Advanced Electrical Installations, Inc.

WITNESS

Matthew E. Gass, President
Owner of 2.74 acres or ____% of platted
area.

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No.: _____

Commission Expires: _____

City of Titusville

Debra S. Denman
Debra S. Denman
witness

Wanda F. Wells
WITNESS

Wanda F. Wells
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

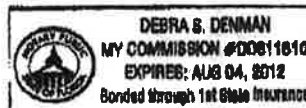
The foregoing instrument was acknowledged before me this 24 day of August, 2010
by Mark Ryan who is personally known to me or who has produced
personally known as identification and who did/did not take an oath.

Debra S. Denman
NOTARY PUBLIC

Debra S. Denman
Type or Print Name

Commission No.: DD811610

Commission Expires: Aug. 4, 2012



WITNESS J. H. E. am
(Print or Type Name)

WITNESS Brittany Ray
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 11th day of March, 2010 by Mary J. Cianfiogna who is personally known to me or who has produced drivers license as identification and who did/did not take an oath.



Mary J. Cianfiogna, as Successor
Trustee of the Louis V. Cianfiogna Trust
U/A/D July 11, 2008

Mary J. Cianfiogna
Mary J. Cianfiogna, as Successor
Trustee
Owner of 4.76 acres or ___% of platted
area

Brittany Ray
NOTARY PUBLIC
Brittany Ray
Type or Print Name
Commission No.: _____
Commission Expires: 10/27/13

WITNESS _____
(Print or Type Name)

WITNESS _____
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Knight Enterprises, LLC

C. Reed Knight, Jr., Managing Member
Owner of 11.96 acres or ___% of platted
area

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

Cartridge Source America, Inc.

Joseph R. Hurston, President
Owner of 5.15 acres or ____% of platted
area

NOTARY PUBLIC

Type or Print Name

Commission No.: _____

Commission Expires: _____

Transport Refrigeration Parts Exchange,
Inc.

Scott Rittenhouse, President
Owner of 2.46 acres or ____% of platted a
area

WITNESS

Kathryn Parris
(Print or Type Name)

WITNESS

Brittany Ray
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December, 2010
by Scott Rittenhouse who is personally known to me or who has produced
Drivers License as identification and who did/did not take an oath.



NOTARY PUBLIC

Brittany Ray

Type or Print Name

Commission No.: DD936475

Commission Expires: 10/27/13

Xaen Shelley
WITNESS
Xaen L Shelley
(Print or Type Name)
Meagan O'Connor
WITNESS
Meagan O'Connor
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did not take an oath.



H.I.S. Painting, Inc.

Angela D. Heyne
Angela D. Heyne, President
Owner of 5.01 acres or % of platted area

Xaen Shelley
WITNESS
Xaen L Shelley
(Print or Type Name)
Meagan O'Connor
WITNESS
Meagan O'Connor
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3 day of December 2010 by Angela D. Heyne who is personally known to me or who has produced drivers license as identification and who did not take an oath.



NOTARY PUBLIC

Brittany Ray
Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13

H.I.S. Painting, Inc.

Angela D. Heyne
Angela D. Heyne, President
Owner of 5.00 acres or % of platted area

Susan Schricker
WITNESS
Susan Schricker
(Print or Type Name)

Brittany Ray
WITNESS
Brittany Ray
(Print or Type Name)

Stinger Fiberglass, LLC

Arthur Schricker
Arthur Schricker, President
Owner of 2.58 acres or ___% of platted
area

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 13 day of December, 2010
by Arthur Schricker who is personally known to me or who has produced
drivers license as identification and who did/did not take an oath.



Brittany Ray
NOTARY PUBLIC
Brittany Ray
Type or Print Name
Commission No.: DD936475
Commission Expires: 10/27/13

WITNESS

(Print or Type Name)

David Hofius

WITNESS

(Print or Type Name)

Shirley Hofius

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ___ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name
Commission No.: _____
Commission Expires: _____

WITNESS

(Print or Type Name)

WITNESS

(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010
by _____ who is personally known to me or who has produced
_____ as identification and who did/did not take an oath.

Millsource, Inc.

Dale Barry, President
Owner of 10 acres or _____ % of platted area

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires:

Aun Fin

WITNESS

Alysa Fike
(Print or Type Name)

Mary Beth Swenson

WITNESS

Mary Beth Swenson
(Print or Type Name)

WISCONSIN §
STATE OF ~~FLORIDA~~ §
COUNTY OF Dane §

Allied Industries, LLC

Stuart C. Anders
Stuart C. Anders, Managing Member
Owner of 2.5 acres or _____ % of platted
area

The foregoing instrument was acknowledged before me this 8 day of March, 2010
by Stuart C. Anders who is personally known to me or who has produced
card & ID as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No.:

Commission Expires: 11/06/11

Mary D. Jimenez
Mary D. Jimenez

Kimberly J. Buschke
WITNESS

Kimberly J. Buschke
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2nd day of November, 2010
by Nicholas D. Powell who is personally known to me or who has produced
Known as identification and who did/did not take an oath.



Titusville-Cocoa Airport Authority
Nicholas D. Powell
President
Owner of 52.092 acres or ___% of platted
area

Mary D. Jimenez
NOTARY PUBLIC
Mary D. Jimenez
Type or Print Name
Commission No.: _____
Commission Expires: _____

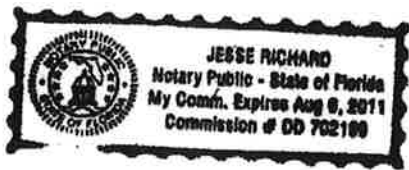
Petroleum Resources and
Development, Inc.
Robert Griner
Robert Griner, President
Owner of 4.74 acres or ___% of platted
area

Kimberly J. Buschke
WITNESS

Kenneth P. Richard
(Print or Type Name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2nd day of February, 2010
by Kenneth P. Richard who is personally known to me or who has produced
as identification and who did/did not take an oath.



Jesse Richard
NOTARY PUBLIC
Jesse Richard
Type or Print Name
Commission No.: DD 702189
Commission Expires: 8-6-11

Regulation Type	Planned Industrial Park Zoning	Restricted Covenants	Comments
Land Use	Warehousing, wholesale Laboratories Manufacturing Technology, Research Printing Service establishments Offices Vocational Trade Schools Freight Movers Packaging & Delivery Employee Credit Unions Retail Sales (Incidental)	Light Industrial High Technology Office (Incidental) Commercial (Incidental) Light Manufacturing	Similar goals. PID has broader use language, but the intent is very similar City removed assembly (convention centers and trade shows) from the PID in 2005
Lot Size	Five acres for development site 30,000 square feet (.69 acres) for minimum lot size within the development	2.5 acres	The PID facilitates smaller industries
Lot Width	150 feet	None	Inconsistent
Min. Lot Coverage	None	50 percent	Inconsistent
Height	None, except over fifty feet shall provide 1 foot additional setback for each additional foot in height.	60 feet	Inconsistent, either one could be considered more flexible
Setbacks	Front: 50 feet for building, 25 feet for parking Side: 35 feet for building, 15 feet for parking Side Corner: 50 feet with parking permitted Rear: 25 feet	Front: 50 feet (states from ROW, assuming front), 30 feet for parking Side: 25 feet Side Corner: 50 feet Rear: 25 feet	Inconsistent
Landscaping	Must have theme Underground irrigation on ROW Curbed islands 20 feet buffer	Must have plan No specific requirements	PID is much more stringent
Loading areas	Must have 100% opaqueness from ROW with landscaping/build Cannot be in front yard or within 10 feet of side or rear property line	Must be in rear or side of building Must have screen of 6' masonry wall	PID more flexible.
Parking	1 space for each 500 sq ft of space for first 10,000, then 1 space for each 1,000 sq ft	1.5 spaces per 500 sq ft OR 2 spaces for every 3 employees	Inconsistent

**NORTH BREVARD DEVELOPMENT DISTRICT
ECONOMIC INCENTIVE AGREEMENT
PROJECT "FREEDOM"**

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**NORTH BREVARD DEVELOPMENT DISTRICT
ECONOMIC INCENTIVE AGREEMENT
PROJECT "FREEDOM"**

THIS ECONOMIC INCENTIVE GRANT AGREEMENT (the "Agreement") is made and entered into this 23 day of March, 2021, by and between the following Parties: DARK STORM INDUSTRIES, LLC, a New York limited liability company, (hereinafter collectively referred to as "COMPANY") and the NORTH BREVARD DEVELOPMENT DISTRICT (hereinafter called the "DISTRICT"), a dependent special district created by the Brevard County Board of County Commissioners, (hereinafter called the "COUNTY"), pursuant to Sections 125.045, Florida Statutes and Brevard County Ordinance No. 2011-16 and Ordinance No. 2011-18.

RECITALS

WHEREAS, the Florida Legislature has enacted Section 125.045, Florida Statutes, which confers economic development powers to counties and authorizes the expenditure of public funds for economic development activities as a valid public purpose; and

WHEREAS, Section 125.045(3), Florida Statutes, specifically authorizes a county to make incentive payments in the form of grants to private enterprise for expanding existing businesses located within the county, or to attract new businesses to the county; and

WHEREAS, Ordinance No. 2011-16 and Ordinance No. 2011-18 authorizes the DISTRICT to grant economic incentives to businesses and development projects in accordance with the DISTRICT's economic development plan, including annual economic development cash incentives of up to \$500,000 per project; and

WHEREAS, the DISTRICT anticipates available budget reserves in future fiscal years for assisting economic development projects in the DISTRICT; and

WHEREAS, the DISTRICT has adopted a written Economic Development Plan, approved by the COUNTY per Resolution No. 2012-113, permitting the DISTRICT to offer programs to encourage the attraction of small businesses, and the development of small businesses, in order to incentivize new capital investment and job creation within the geography of the DISTRICT; and

WHEREAS, the Economic Development Plan also permits the District to consider unique proposals and/or project submittals that are not currently addressed under any of the identified plan components, programs, or services; and

WHEREAS, the COMPANY has filed an application with the DISTRICT for participation in the DISTRICT's programs for small business attraction as well as a unique proposal for a land purchase reimbursement grant as the combined source of grant funds up to \$862,600.00, the proceeds of which will be used by the COMPANY as a reimbursement for a portion of monies

that the COMPANY plans to make and invest in acquiring a parcel of land in the Spaceport Commerce Park and constructing a new manufacturing facility on such parcel; and

WHEREAS, the DISTRICT approved an Economic Incentive for the COMPANY at a meeting of its Board of Directors on January 15, 2021 and an amended Economic Incentive on March 12, 2021; and

WHEREAS, information delivered to the DISTRICT by the COMPANY and its affiliated companies or guarantors, if any, including without limitation, any information relating to the financial condition of the COMPANY accurately represents the condition of the COMPANY; and

WHEREAS, the COMPANY warrants and represents that the information in the application and supplemental documentation requested by the DISTRICT in support of the grant request is true and correct; and

WHEREAS, the DISTRICT has established terms and conditions which, if complied with by the COMPANY, will allow the COMPANY to receive the benefits outlined in this Agreement; and

WHEREAS, the DISTRICT finds and declares that this Agreement serves a public purpose which includes promotion of economic development, job growth, and the future expansion of projects within the DISTRICT, as well as the County's tax base;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and other valuable and good consideration, the DISTRICT and the COMPANY agree as follows:

1. RECITALS

The above recitals are true and correct and, are incorporated and made part of this Agreement.

2. DEFINITIONS

2.1 "Economic Incentive Grant" and "Awards" shall mean the provision of grant funds more fully described in paragraph 3.2 of this Agreement.

2.2 "Effective Date" is the date upon which the last party executes this agreement. The Agreement shall not be effective against any Party until said date.

2.3 "Project" means the project described in paragraph 3.1 of this Agreement.

2.4 "Incentive Start Date" shall mean the date upon which the Certificate of Occupancy is issued for the completion of redevelopment activities on an approximately 25,000 square foot building (the "Building") located at the Project Site.

2.5 "Project Site" shall mean the property in the Spaceport Commerce Park in Titusville, Florida, more particularly described in **Exhibit "A"** to this agreement.

2.6 "Job" shall mean permanent or full-time equivalent employees at the Project Site. Each person or combination of persons who work at least thirty-five (35) hours a week at the Project, under the control and supervision of the COMPANY, shall be counted as one full-time equivalent Job. The percentage of full-time equivalent employees will not exceed thirty-five percent (35%) of the combined total number of permanent full-time employees and full-time equivalent employees as measured on an annual basis.

2.7 "Average Project Wage" shall mean the annualized average of all wages and salaries paid to employees who hold Jobs at the Project. Such payments may include wages, salaries, commissions, bonuses, drawing accounts, vacation and sick pay, but exclude employee benefit packages.

2.8 "Effective Date of Job Creation" is considered December 31st for the year in which satisfactory evidence was submitted to the DISTRICT to verify its creation.

3. DISTRICT AND COMPANY OBLIGATIONS

3.1 Project Description.

The COMPANY agrees and commits to undertake the Project described in general below:

The COMPANY will construct in the Spaceport Commerce Park an approximately 25,000 square foot armaments-related manufacturing facility with computer numerical control (CNC) machinery, for the production of small firearms and ordnance accessories. The COMPANY expects to invest approximately \$1.6 million in the construction of the facility, along with an estimated \$1.2 million in new capital equipment.

In addition, the COMPANY commits to the creation of 25 net new full-time equivalent jobs, as defined at section 2.6, at the site with an anticipated annualized average wage (excluding benefits) of \$50,000.00 per job on or before December 31, 2026, as more fully described in paragraph 3.4 of this Agreement.

3.2.1 Economic Incentive.

For the purpose of inducing the COMPANY to implement the Project, the DISTRICT agrees to provide an economic development incentive grant to the COMPANY through a reimbursement of certain infrastructure and site improvement costs injected into the Project by the COMPANY, in an amount not to exceed TWO HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$250,000.00).

Further, the DISTRICT agrees to provide an additional economic development incentive grant to the COMPANY through a reimbursement of a portion of the total capital investment cost that the company expects to make in a new industrial building at the property site, said reimbursement not to exceed TWO HUNDRED FIFTY THOUSAND and No/100 DOLLARS (\$250,000.00).

The payout schedule for both of these grant Awards shall be contingent on the occurrence of the following events:

- (i) Execution of this Agreement;
- (ii) Receipt of all necessary permitting from all appropriate regulatory bodies evidencing that all construction activities at the Project Site have conformed to applicable law;
- (iii) Verification of best efforts to seek out and utilize local vendors and construction firms and labor in the construction of the Building;
- (iv) Evidence that no construction liens have been filed on the land;
- (v) Receipt of financial reporting detailing all project costs and the funds injected into the Project by the COMPANY;
- (vi) Issuance of a Certificate of Occupancy on the plant from the appropriate government agency that has jurisdiction over the Project Site, evidencing that the manufacturing building has been substantially completed and made ready for tenancy by the COMPANY. The COMPANY is to provide a copy of the Certificate of Occupancy to the District; and,
- (vii) Verification of occupancy of the COMPANY in the building at the Project Site for six (6) months.

3.2.2 Economic Incentive Grant - Reimbursement of Purchase Price.

For the purpose of inducing the COMPANY to implement the Project and operate at the project site for at least seven (7) years, the DISTRICT will provide an economic incentive grant to the COMPANY in the amount of the cost of the purchase of the project site in the SpacePort Commerce Park, not to exceed \$362,600.00, as described in the chart below. The purchase price will go into the SpacePort Commerce Park fund to further improve the Park. DISTRICT will make the grant payments not later than 60 days after each date below. Payment is conditioned on the following: (1) the purchase of and closing on the project site at the SpacePort Commerce Park not later than December 31, 2021, and (2) continuous operation of the COMPANY at the project site after the certificate of occupancy is granted to the COMPANY with the number of jobs listed at 3.4.2, notwithstanding that, no more than a maximum of 15 jobs will be required to be eligible for this grant:

December 31, 2023	\$90,650.00
December 31, 2024	\$90,650.00
December 31, 2025	\$90,650.00
December 31, 2026	\$90,650.00

3.2.3 The total amount of all economic incentive grants under this agreement shall not exceed \$862,600.00.

3.3 Capital Investment.

The COMPANY intends to make or cause to be made capital investments in the Project Site in Titusville, Florida in an amount of approximately \$2,800,000 in the construction and equipping of a manufacturing facility suitable for the COMPANY's use.

3.4 Job Creation.

3.4.1 The COMPANY agrees and warrants to create twenty-five (25) net new full-time equivalent jobs, as defined in Section 3.1, with an annualized average wage (excluding benefits) of \$50,000.00 on or before December 31, 2026 at the project site. The COMPANY agrees to maintain the minimum jobs required at the project site for a period of two (2) years following the effective date of job creation. The COMPANY may provide paid employee benefits in connection with jobs created at the Project Site, but the value of such benefits shall not be included in the Average Annual Wage calculation.

3.4.2 At a minimum, the COMPANY agrees to provide the identified number of net new-to-Brevard County jobs based on the following schedule for the creation of jobs ("Jobs Creation Schedule") at the Project Site or at a temporary location in the North Brevard Economic Development District prior to moving into the Project Site. However, the COMPANY may also provide the twenty-five (25) net new-to-Brevard County jobs on an accelerated timeline.

End of Calendar Year	New Jobs Created	Cumulative Total
2023	5	5
2024	5	10
2025	7	17
2026	8	25

3.4.3 Reporting. On an annual basis, within 30 days from the end of the calendar year, the COMPANY agrees to submit documentation to the DISTRICT's satisfaction that verifies that the COMPANY has met the minimum job creation and wage requirements for the preceding calendar year; a suggested format for reporting

job creation is attached as **EXHIBIT "B."** The documentation shall verify the number of jobs and the average wage actually paid by the business for those jobs created by the project. The COMPANY agrees to keep detailed accounts and records demonstrating the creation of Project Jobs and of the Average Annual Wages paid for the Jobs, and will comply with the DISTRICT's requests for annual status reports on job creation activities at the Project Site.

4. DEFAULT TRIGGERS & SPECIFIC REMEDIES

4.1 Either Party is in default of this Agreement if the Party materially breaches any covenant contained in this Agreement and such breach has not been corrected or cured within thirty (30) days after written notice thereof.

4.2 The COMPANY is in default if any representation or warranty made by the COMPANY herein or in any report, statement, invoice, certificate, application, or other documentation furnished to the DISTRICT in connection with the performance of the Agreement proves to be untrue in a material adverse respect as of the date of issuance or making thereof and has not been corrected, cured or brought into compliance within thirty (30) days after written notice thereof to the COMPANY by the DISTRICT.

4.3 The COMPANY is in default if it fails to provide to the DISTRICT the written verification, satisfactory to the DISTRICT, of its performance of the COMPANY's obligations as set forth herein.

5. REMEDIES

5.1 The COMPANY's remedy for default by the DISTRICT shall be a claim for the funds for which the DISTRICT's obligation to pay has ripened by virtue of the COMPANY's compliance with all condition's precedent established under the terms of this agreement. Such claims do not include consequential or special damages, and shall not exceed the total Economic Incentive Award.

5.2 Unless otherwise extended in writing by the DISTRICT, the COMPANY's failure to meet all terms and conditions of this agreement by the end of calendar year 2026 shall release the DISTRICT of all obligations created under this Agreement.

5.3 If the COMPANY makes a request in writing, prior to the expiration of the time period indicated in Section 5.2, to extend the time period for up to an additional 12 months, the DISTRICT will consider the request.

5.4 The DISTRICT's remedies for default by the COMPANY shall include, but shall not be limited to, a claim for reimbursement under the terms specified in this Agreement, if any funds have been extended by the DISTRICT to the COMPANY.

5.5 Clawback Provision. During the two (2) years following the effective date of job creation for each job, the COMPANY shall provide adequate documentation to the

DISTRICT to verify the job still exists, as defined in Section 3.4.3. The adequacy of the documentation is to be determined by the Executive Director of the DISTRICT, in his or her reasonable discretion. The COMPANY may appeal the Director's decision to the DISTRICT Board. The documentation shall be due on December 31st of each year. If the COMPANY does not provide the DISTRICT with adequate documentation to verify the job, on written notice from the DISTRICT, the COMPANY shall remit to the DISTRICT a **\$9,999.90** reimbursement for each year that a job wasn't verified. For example, if one job was created but never verified for either of the two years, the COMPANY must repay **\$19,999.80** for that job.

5.6 In the event that the reimbursement imposed in sub-section 5.5 requires the COMPANY to reimburse to the DISTRICT all or a portion of the grant, such reimbursement shall be immediately due and payable and the COMPANY shall pay to the DISTRICT the applicable funds by cashier's check or wire transfer of immediately available funds to an account designated by the DISTRICT within ten (10) business days after the DISTRICT delivers to the COMPANY written notice of such request for repayment.

6. TERM AND TERMINATION

6.1 Unless terminated earlier in accordance with its terms, this Agreement shall terminate on the earlier of:

6.1.1 Two (2) years after the satisfactory performance by the COMPANY of all terms of this Agreement.

6.1.2 The execution by all Parties of a written agreement terminating this Agreement;

6.1.3 At the option of a non-defaulting Party, for cause in the event the other Party is in default; or

6.1.4 At the option of DISTRICT if COMPANY suffers an event of bankruptcy or insolvency.

6.2 Notwithstanding any other provision in this agreement, section 4, 5, and 6 shall expressly survive termination or expiration of this Agreement to the extent necessary to fully comply with the repayment provisions of this agreement.

6.3 Termination or expiration of this Agreement shall not affect any other rights of either Party which may have vested or accrued up to the date of such termination or expiration.

7. ATTORNEY FEES AND EXPENSES

Should either Party prosecute any action in connection with this Agreement for collection of payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, each Party shall bear its own attorney's fees and costs, including expert witness fees, if any. Both Parties agree to waive any right to jury trial.

8. NOTICES AND ADMINISTRATORS

8.1 All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

8.2 The Parties' designated representatives and their respective addresses for purposes of this Agreement are as follows:

Edward Newman
Dark Storm Industries LLC
4116 Sunrise Highway
Oakdale, NY 11769
631-967-3170 x 100
Email: ed@dark-storm.com

Troy Post, Executive Director
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE
400 South Street, Suite 1A
Titusville, FL 32780
Phone: 321-264-5205
E-mail: troy.post@brevardfl.gov

9. BINDING EFFECTS AND ASSIGNMENT

9.1 This Agreement may not be assigned by COMPANY to any other legal entity or person without the prior written consent of the DISTRICT. Notwithstanding the preceding, within 180 days of executing this agreement, COMPANY may assign all the rights and duties of this incentive agreement to a newly created Florida business entity, which must be the company operating the business at the project site and not merely a holding company that will own the land at the project site. The Assignee must (A) Control, (B) be under the Control of, or (c) be under common Control with COMPANY.

"Control" (including with correlative meanings, such as "Controlling," "Controlled by" and "under common Control with") means, as applied to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and operations of such entity, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

9.2 This Agreement shall be binding upon the successors and assigns of the Parties to the extent such assignment has been consented to by the DISTRICT.

10. GOVERNING LAW, VENUE AND WAIVER OF REMOVAL TO FEDERAL COURT, SERVICE OF PROCESS, REMEDY FOR UNLAWFUL PAYMENTS

10.1 This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Florida. Venue in any litigation arising out of this agreement shall be in Brevard County, Florida. COMPANY consents and waives any objection or defenses relating to a Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. COMPANY expressly waives removal of any claim or action arising under this agreement to federal court.

10.2 COMPANY agrees that any public expenditure found to be unlawful by a court of competent jurisdiction shall be reimbursed to the DISTRICT.

11. MODIFICATION

This Agreement may not be changed or modified except by written instrument signed by all of the Parties.

12. SURVIVAL

All covenants, agreements, representations, warranties and endowments made by the COMPANY in the event of the COMPANY's default shall expire upon the termination of this Agreement unless any claim or claims made under this Agreement by the DISTRICT is provided prior to expiration of the Agreement.

13. FURTHER ASSURANCES

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Agreement.

14. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement, nor any act of the Parties, shall be deemed or construed by the Parties or by any third party to create a relationship of principal and agent, partnership, joint venture or of any similar association whatsoever between COMPANY and DISTRICT.

15. PROMOTION OF ECONOMIC INCENTIVES

As to those matters not covered by a lawful confidentiality agreement, with the consent of the COMPANY, the DISTRICT may issue news releases, public announcements, advertisements, or other forms of publicity concerning its efforts in connection with this Agreement. The DISTRICT shall also be permitted to erect signage during the construction phase of the Project, indicating that the Project was assisted with the promise of financial help from the DISTRICT.

16. PUBLIC RECORDS DISCLOSURES

16.1 The COMPANY agrees and understands that Florida has broad public disclosure laws, and that any written communications with the COMPANY, to include emails, email addresses, a copy of this contract, and any supporting documentation related to this Agreement are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the COMPANY's records relating to the acceptance and use of the DISTRICT's economic incentive grant are public records that may be subject to production upon request. The COMPANY agrees to keep and maintain these public records until completion of the contract.

Upon a request for public records related to this Agreement, the COMPANY will forward any such request to the DISTRICT. The DISTRICT will respond to any public records request. Upon request, the COMPANY will provide access or electronic copies of any pertinent public records related to this Agreement to the DISTRICT within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. Upon completion of the Agreement, COMPANY will transfer, at no cost, to the DISTRICT, any public records in its possession.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT, MR. TROY POST, troy.post@brevardfl.gov, 400 SOUTH STREET, TITUSVILLE, FLORIDA 32780.

16.2 The COMPANY agrees and acknowledges that BREVARD COUNTY will consider all documentation the DISTRICT submits to support payment of this grant to the COMPANY to be subject to public records disclosure. If COMPANY has a specific concern that any portion of the documentation supporting payment should be redacted under a

confidentiality agreement, under section 288.075, Florida Statutes, or under Chapter 119, Florida Statutes, the COMPANY should address that concern with the DISTRICT prior to submission for payment.

17. COMPANY'S WARRANTIES/REPRESENTATIONS AND INDEMNIFICATION

17.1 COMPANY represents that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to so sign and bind COMPANY.

17.2 COMPANY further warrants that it has not entered into any agreement nor has any obligations which, to its knowledge, would prohibit COMPANY from locating its Project at the Project Site in Titusville.

17.3 To the extent permitted by law, other than the COMPANY's claims arising out of a default by the DISTRICT, COMPANY shall indemnify and hold DISTRICT harmless for any claims or actions of any nature resulting from or arising out of this agreement, including, but not limited to, actions arising out of the construction or operation of its facilities. However, the COMPANY shall not be liable and will have no duty to defend the DISTRICT for the negligent or intentional acts of the DISTRICT, its employees or agents.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Agreement with lawful terms and conditions approximating the original intent of the Parties.

19. ENTIRE AGREEMENT, CONSTRUCTION, AND DUPLICATE AGREEMENTS

This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and negotiations respecting such matter. This Agreement is executed in duplicate originals. The Parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of the Agreement.

20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

a. The COMPANY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract. Upon Request, COMPANY shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. COMPANY shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. COMPANY agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of COMPANY's enrollment in the program. This includes maintaining a copy of proof of proof of COMPANY's and any subcontractors' enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

21. SCRUTINIZED COMPANIES.

a. The COMPANY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the COMPANY or its subcontractors are found to have submitted a false certification; or if the COMPANY, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

b. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the COMPANY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the COMPANY, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

c. The COMPANY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

c. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

22. COUNTERPARTS AND AUTHORITY

This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

(Signature Page Follows)

IN WITNESS WHEREOF, the DISTRICT and the COMPANY have caused this agreement to be executed and delivered by their duly authorized representatives.

COMPANY

DARK STORM INDUSTRIES, LLC

By: [Signature] Date: 3/13/2021

Print Name: Edward Newman

Title: Manager

By: [Signature] Date: 3/13/2021

Print Name: Peter Morrissey

Title: Manager

STATE OF New York

COUNTY OF Suffolk

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of March, 2021, by _____, as _____, on behalf of _____, who is personally known to me and who did not take an oath.

MARIA M MARTINEZ
Notary Public - State of New York
No. 01MA6379355
Qualified in Suffolk County
My Commission Expires Aug. 13, 2022

[Signature]
NOTARY PUBLIC, State of New York

Maria M Martinez

Name of Notary typed, printed or stamped

My Commission Expires: 08-13-2022

My Commission No.: 01MA6379355

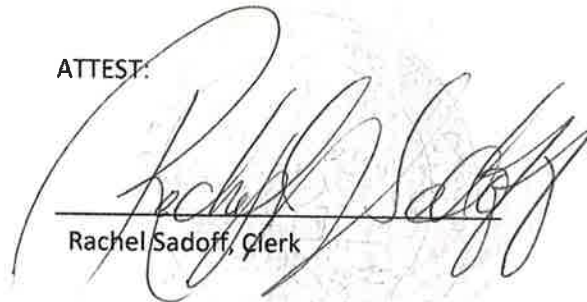
NORTH BREVARD DEVELOPMENT
DISTRICT ("DISTRICT")

By: _____
George Mikitarian, Chair

BREVARD COUNTY, FLORIDA
A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

By: 
Rita Pritchett, Chair

ATTEST:


Rachel Sadoff, Clerk

As approved by the Board 3/23/2021

APPROVED AS TO FORM:

By: _____
County Attorney

EXHIBIT A

MAP AND LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 35 EAST AND BEING A PART OF PARCEL "D" AS SHOWN ON THE PLAT OF ENTERPRISE PARK AS RECORDED IN PLAT BOOK 32, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO: 407 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SHEPHERD DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE OF SHEPHERD DRIVE, THE FOLLOWING TWO COURSES AND DISTANCES: S.58°57'51"E., 380.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°01'09", 70.08 FEET; THENCE N.31°04'38"E., 956.73 FEET TO A POINT LYING ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3017, PAGE 2464 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.58°57'51"W., ALONG SAID LINE, 450.00 FEET TO A POINT LYING ON THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO.407; THENCE S.31°04'38"W., ALONG SAID LINE, 959.80 FEET TO THE POINT OF BEGINNING. CONTAINING 431,839 SQUARE FEET OR 9.91 ACRES MORE OR LESS.

LEGEND:

R = RADIUS

L = LENGTH

△ = INCLUDED ANGLE

3017/2464 = TYPICAL NOMENCLATURE FOR
OFFICIAL BOOK AND PAGE

CL = CENTERLINE

P.O.B. = POINT OF BEGINNING

SHEET 1 OF 2 SHEETS

SURVEYOR'S NOTE:

THIS IS NOT A SURVEY. THIS DOCUMENT WAS PREPARED FOR LEGAL DESCRIPTION PURPOSES ONLY, AND IS IN NO WAY INDICATIVE OF AN ACTUAL FIELD SURVEY.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE

CERTIFIED BY: _____
DENNIS W. WRIGHT
REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA

DATE 1/27/21
ORDER NO. 25764
FB. NO. _____
SCALE. 1" = 200'
DWG.NO. NBEDC.DWG

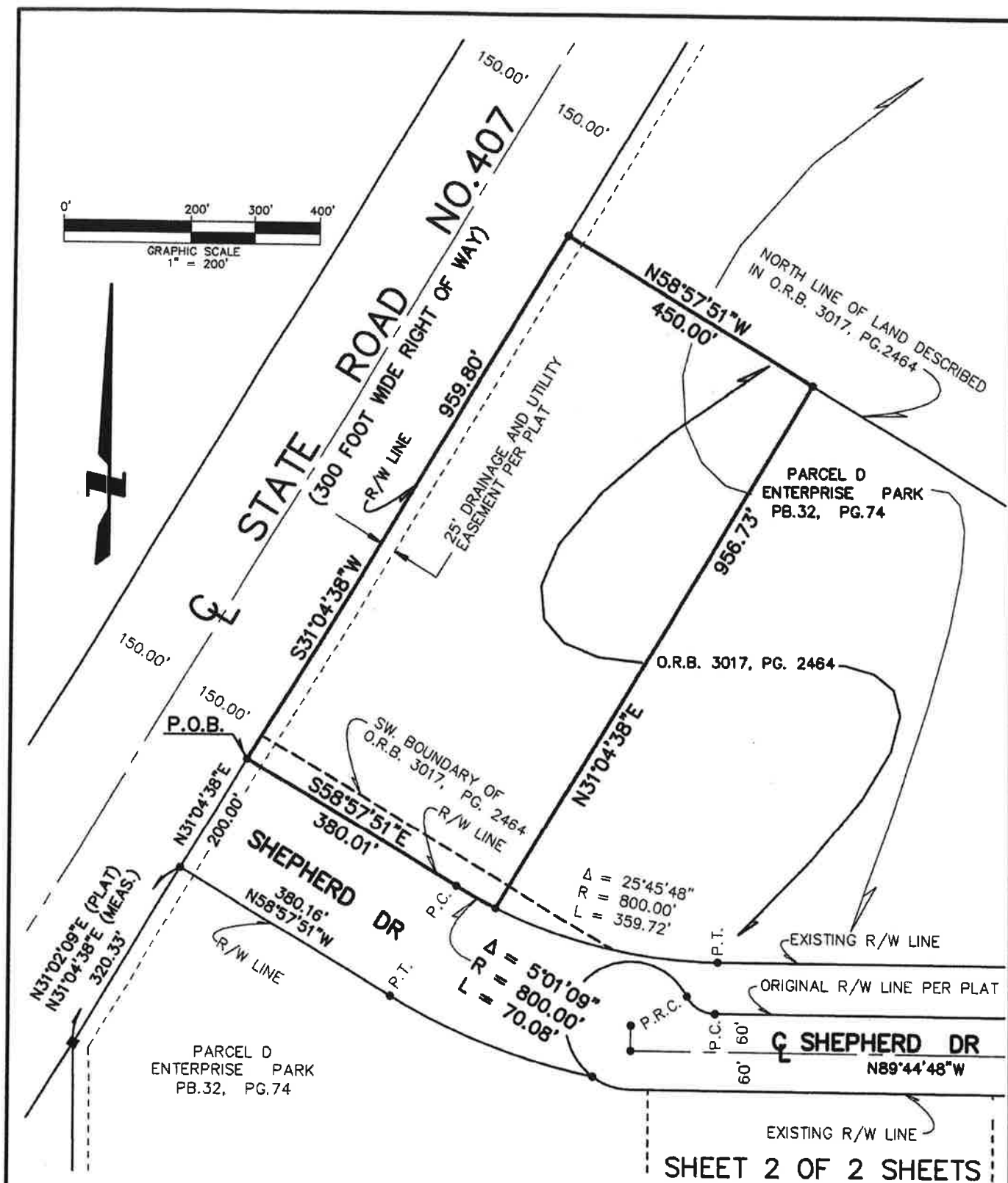
Honeycutt & Associates, Inc.

ENGINEERS • SURVEYORS • PLANNERS

3700 South Washington Avenue • Titusville, Florida 32780

(321) 267-6233 Fax (321) 269-7847

CERTIFICATE OF AUTHORIZATION NO. LB 6762

**Honeycutt & Associates, Inc.**

3700 South Washington Avenue • Titusville, Florida 32780

CERTIFICATE OF AUTHORIZATION NO. LB 6762

EXHIBIT "B"

Job Verification/Certification

Employee Income Certification Form

Return to: North Brevard Economic Development Board (NBEDZ)
P.O. Box 399, Titusville, Florida 32781

This form is intended to track job creation, in connection with financial assistance provided to an employer/company by the North Brevard Economic Development Zone (NBEDZ), a special dependent district in Brevard County, Florida. COMPANY must complete lines 1-6 for all persons hired for work at this Project Site; the DISTRICT requests the additional information on lines 7-9.

REQUIRED DATA

1. EMPLOYEE NAME: _____
2. ADDRESS: _____

3. CITY: _____ ST: _____ ZIP CODE: _____
4. PHONE NUMBER: _____
5. E-MAIL: _____

6. NAME OF EMPLOYER or COMPANY THAT HIRED YOU: _____

REQUESTED DATA

7. NUMBER OF PERSONS IN YOUR HOUSEHOLD (PLEASE CHECK APPLICABLE NUMBER):
1-2 persons _____ 3-4 persons _____ 5-6 persons _____ 7 or more: _____
8. ARE YOU THE INCOME HEAD OF HOUSEHOLD? Yes _____ No _____
9. YOUR TOTAL ANNUAL HOUSEHOLD INCOME: \$ _____

Definitions, for the purpose of this form: "Persons in Household" shall refer to the number of people, whether dependents or non-dependent adults, living in one household. "Income Head of Household" shall refer to a person who maintains a home (providing living expenses) for a dependent person(s). "Total annual household income" shall refer to the income generated by

all persons living in one household, including income generated by head of household, dependents, and non-dependents.

CERTIFICATION

I certify that the information provided in this Employee Income Certification Form is correct, to the best of my knowledge.

I understand that this certification will be used by the Employer or Company to evidence its job creation activities, in connection with an economic development incentive it has received from the North Brevard Economic Development Zone (NBEDZ) special dependent district, an economic development entity operating in the northern part of Brevard County.

Furthermore, I understand and acknowledge that the information herein may be used by the NBEDZ in aggregate form to report job totals and position types to the general public, and that, in signing this document, I grant permission to the NBEDZ to use this information in the conduct of its reporting and monitoring duties.

Verification by Employer or Company:

Employer or Company Representative

Date

Contact Info:

PRINT NAME: _____

PHONE: _____

E-MAIL: _____

Total Employment at Time of Project Start

Return to: North Brevard Economic Development Board (NBEDZ)
P.O. Box 399, Titusville, Florida 32781

This form is intended for use in tracking the total number of jobs and the identity of those persons employed by an employer or company prior to a commitment at project site for financial assistance from the North Brevard Economic Development Zone (NBEDZ), a special dependent district in Brevard County, Florida.

NOTE: Employer/company may elect to provide an employee "number" in lieu of an employee name. However, should such action be taken by the employer/company, said party agrees to provide evidence to NBEDZ that employee numbers correspond to actual employees retained by the employer/company.

Project Start Date: _____

Total Number of Jobs at Employer/Company at Project Site, Prior to Project Start Date: _____

On a separate sheet, please list:

- names or employee numbers of all persons holding a paid job position with the employer/company at the time of **Project Start Date**, by job position, and whether the job positions were considered "full-time" or "part-time."

Verification of Information by Employer or Company:

Employer or Company Representative

Date

Contact Info:

PRINT NAME: _____

PHONE: _____

E-MAIL: _____

Total Employment After Project Start

Return to: North Brevard Economic Development Board (NBEDZ)
P.O. Box 399, Titusville, Florida 32781

This form is for tracking the total number of jobs and the identity of those persons employed by an employer or company after a commitment at Project site for financial assistance from the North Brevard Economic Development Zone (NBEDZ), a special dependent district in Brevard County, Florida. This form is due on or before 30 days after the end of each year that the grant agreement requires employee verification.

NOTE: Company may elect to provide an employee "number" in lieu of an employee name. However, in doing so, Company agrees to provide evidence to NBEDZ that employee numbers correspond to actual employees retained by the Company.

On a separate sheet, please list for each employee hired after the Project Start Date, as follows:

Name or Employee Number	Title of Job Position	Date Employee Hired and Hours Worked Per Week at Project Site	Whether Employee is Still with the Company as of Dec 31 of the Year information is submitted (yes or no) If NO, date employee left employment at Site.	Gross Annual Wage paid to employee	Average Annual Wage of all Jobs Created

Gross Annual Wage Per Employee: Sum of all wages and salaries paid to employee holding job at the Project. Such payments may include wages, salaries, commissions, bonuses, drawing accounts, vacation and sick pay, but exclude employee benefit packages.

Signature on Verification Statement: My signature below certifies and warrants: (1) I have authority to bind the company, (2) the attached list of employees hired after the Project Start Date is truthful and accurate as of the date submitted, and (3) the list is submitted to NBEDZ to document and verify the creation and/or continued maintenance of jobs, as defined and required in the applicable economic incentive agreement signed with NBEDZ.

Employer or Company Representative

Date

Contact Info:

PRINT NAME: _____

TITLE: _____

PHONE: _____

E-MAIL: _____

Dark Storm Industries, LLC

Brevard County, FL

03/02/21

Overview:

New Job Commitment:	50	Capital Investment:	\$3,200,000
Average Annual Wage:	\$50,000		

Economic impact from job creation:

Jobs	Net New Wage	Contribution to GDP
50 (Direct)	\$2,500,000 (Direct)	\$6,626,168 (Direct)
20 (Indirect)	\$1,251,951 (Indirect)	\$1,698,216 (Indirect)
17 (Induced)	\$685,477 (Induced)	\$1,300,164 (Induced)
87 TOTAL	\$4,437,428 TOTAL	\$9,624,547 TOTAL

- For every employment position created by Dark Storm Industries, LLC approximately 0.73 additional jobs will be developed to support the operation of the facility.
- For every payroll dollar paid to Dark Storm Industries, LLC approximately \$0.78 will be generated for consumer spending.

County Tax Impact

Years 1-10	Annual Taxes on Construction
Projected Tax Assessed	\$ 19,006.24
Potential Abatement (at 100%)	\$ 8,248.16
Net New Revenue to County	\$ 10,758.08
	Annual Taxes on Personal Property
Projected Tax Assessed	\$ 11,403.74
Potential Abatement (at 100%)	\$ 4,948.90
Net New Revenue to County	\$ 6,454.85
Total New Revenue to County	\$ 17,212.93

Years 11+ : Company will be assessed for 100% of tax liability

Tax Millage Code – 14A0 NAICS – 332994 IMPLAN Sector – 257

Analysis based on information supplied by Dark Storm Industries, LLC - March 2021

Economic impact calculations furnished by EDC Research Office, using IMPLAN 5.20 (www.IMPLAN.com). Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office.