Chairman
Megan Carter
Vice- Chair
Vacant
Sec./Treasurer
Wanda Ashley

Economic Dev. Director
Vacant

Hamilton County DEVELOPMENT AUTHORITY

Board Members
Scott Gay
David Ehlert
Shana Taylor

Board Attorney
Rhett Bullard

AGENDA

Thursday, November 12, 2026, 12:00 PM – 2:00 PM
1153 U.S. Hwy 41 NW, Suite 4, Jasper, FL
Economic Development Authority Conference Room

1. Call to order and the determination of the presence of a quorum (5 members present)
2. Invocation
3. Pledge
4. Public Comments
5. Jennings Utility Extension Project & Jennings Property- Update on Florida Department of Commerce Request for Additional Funding
6. A. 203 Hatley St. West Update
   B. 106 Hatley St. West Update- Roof Update
   C. 201 Hatley St. West Update- Draft Review- Austin Absher
7. Grazin' Grace Lease Question- Roof Leaks/Roofing Status
8. Don Wilson Request to Construct a Pole Barn on HCDA Property- Presentation
9. Boone/Power Gear Presentation (Old Jasper Hardware)
10. Minutes Approval (September 30th Meeting)
11. Financial Report (September 2026)
12. Board Member Comments
13. Adjourn

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in the meeting should contact the Hamilton County Development Authority, at 1153 US Highway 41 NW, Suite 4, Jasper, FL 32052 or 866-341-2492 or 386-362-2040, no later than 5:00 P.M. on the day prior to the meeting.

Docusign Envelope ID: 5F8520F7-723E-8661-83DC-566819FDB507

AMENDMENT TWO
TO THE GRANT AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
THE HAMILTON COUNTY DEVELOPMENT AUTHORITY

On **July 25, 2024**, the State of Florida, Department of Commerce ("Commerce"), and the Hamilton County Development Authority, a unit of general local government ("Grantee") (collectively the "Parties"), entered into Rural Infrastructure Fund ("RIF") grant agreement **D0270** ("Agreement"), pursuant to paragraph 288.0655(2)(b), Florida Statutes.

WHEREAS, Paragraph D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Agreement was amended on **November 18, 2025**;

WHEREAS, the Parties wish to amend the Agreement as set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The **first WHEREAS clause** on page 1 of the Agreement is hereby amended to add the following:

   Attachment 4: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

2. **Section A, Agreement Period**, is hereby deleted in its entirety and is replaced by the following:

   A. AGREEMENT PERIOD

   The Agreement is effective as of **December 15, 2023** (the "Effective Date") and shall continue until the earlier to occur of (a) **January 15, 2027**, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

3. **Section FF, Human Trafficking**, is hereby deleted in its entirety and replaced with the following:

   FF. Human Trafficking and Forced Labor

   If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

   If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and/or PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 4) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as

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defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

4. **Section 2, Grantee Responsibilities, of Attachment 1, Scope of Work,** is hereby deleted in its entirety and is replaced by the following:

2. GRANTEE RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

A. Survey

1) Conduct topographic survey including site benchmarks, contour lines at 1' intervals above ground, and underground utility locations.

2) Locate and verify right-of-way lines on survey.

3) Obtain on-site, above ground field topographic survey information along the proposed gravity sewer and water main extensions, as necessary.

B. Engineering Design and Permitting

1) Develop a site plan in accordance with Town of Jennings Land Development Regulations, Building/Planning/Zoning Department, Florida Department of Environmental Protection (FDEP), Suwanee River Water Management District and Florida Department of Transportation.

2) Prepare plans and specifications for construction of 8" gravity sewer from the Town's existing MH D6 southwest along SR-143 to the approximate Town limits and crossing under CR-143 via directional drilling to serve the north side of the roadway, and construction of 6" – 8" potable water main from the Town's existing 8" water main southwest along SR-143, and crossing under CR-143 via directional drilling to serve both sides of the roadway.

3) Acquire required permits from FDOT Utility Permit Application, FDEP Water and Wastewater, and the County and Town's building and planning departments to allow for proposed extensions.

4.) Prepare Engineer's Opinion of Probable Construction Cost.

C. Construction Engineering and Inspection Services

1)Issue addenda to construction specifications, if necessary, and hold pre-bid meetings with prospective bidders.

2) Evaluate submitted bids and provide a recommendation of award for the contract. Provide oversight of project construction, on-site inspections during construction, certification

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construction was completed in conformance with design documents, a final inspection, and submission of close-out documents to applicable regulatory agencies.

D. Construction

1) Construct extension of water and sewer lines in accordance with plans, designs, and permitting requirements.

2) Complete paving.

5. The Agreement is hereby amended to add the attached **Attachment 4** - PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor.

6. The Agreement is hereby reinstated as though it had not expired.

7. All other terms and conditions of the Agreement not in conflict with this Amendment remain in full force and effect and are to be performed as specified in the Agreement.

Remainder of Page Intentionally Left Blank

Docusign Envelope ID: 5F8520F7-723E-8661-83DC-566819FDB507

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement D0270, as amended. The terms of this Amendment will become effective upon execution by Florida Department of Commerce.

FLORIDA DEPARTMENT OF COMMERCE		**HAMILTON COUNTY DEVELOPMENT AUTHORITY**	
By	Adam Callaway Signature	**By**	 Signature
	~~J. Alex Kelly~~ Adam Callaway		**Megan Carter**
Title	~~Secretary~~ Chief of Staff	**Title**	**Chairperson**
Date	10/13/2026	**Date**	10/12/2026

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: Ashanti Breeden

Approved Date: 10/12/2026

Docusign Envelope ID: 5F8520F7-723E-8661-83DC-566819FDB507

Attachment 4

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this _____ day of _____, 2026, by **HAMILTON COUNTY DEVELOPMENT AUTHORITY**, a public corporation and body corporate and politic, created, organized and existing under the Laws of Florida, whose address is 1153 U.S. Highway 41, NW, Suite 4, Jasper, Florida 32052, ("HCDA") and **CLAWED and COLORED, LLC**, a Florida Limited Liability Corporation whose address is 309 1st Street NE, Jasper, Florida 32052 ("C AND C").

PREMISES FOR AGREEMENT

A. HCDA is prepared to and shall assist C AND C in the effort to create a nail salon and spa located at 203 Hatley Street W., Jasper, Florida 32052 to enhance the quality of life for the residents in the City of Jasper and Hamilton County. The real property is located in the City of Jasper, an incorporated area of Hamilton County, State of Florida, and may be referred to herein as "the Project."

B. The general welfare of the citizens of the State of Florida (herein "State"), and the County, (herein the State and County being sometimes referred to collectively as the "Governments"), is inextricably related to the economic opportunities available to them, and it is the legitimate business and public policy of the Governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the State and local economy through the development of new businesses or expansion of existing businesses within the County and State.

C. The Hamilton County Development Authority (HCDA) is acting within the course and scope of its intended statutory purposes and its actions and all representations herein are subject to the availability of funds provided by the annual appropriation of the Florida Legislature.

D. C AND C desires to create business in Hamilton County, Florida, through creation, development and operation of a nail salon and spa and in order to induce HCDA to produce incentives set forth in this Agreement, C AND C has made representations and warranties, attached hereto as **Exhibit A**, and attached estimates for roof, demolition, HVAC, drywall, electrical, plumbing repairs, replacement and/or renovation to be made by C AND C to the property totaling approximately $82,310.35, regarding the contribution by HCDA and, in order to assist C AND C, HCDA has offered to convey to C AND C property owned by HCDA located at 203 Hatley Street W., Jasper, Florida 32052 for TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00). The Parties intend to memorialize their respective obligations between them by entering into this Agreement.

E. The Parties acknowledge that the agreements and representations set forth herein are subject to further actions that the Parties must undertake to implement the incentives described in this Agreement, including, specifically, complying with all statutory and regulatory proceedings of the local, state and federal governments, as required. The subject property being conveyed to C AND C by HCDA is the result of a request from C AND C to purchase and renovate a distressed property owned by HCDA to help revitalize downtown Jasper, Florida. HCDA was approached by C AND C, local business owner with whom HCDA knows to be reputable member of Hamilton County's business community. C AND C submitted a

proposal outlining an offer to purchase and develop the property owned by HCDA at 203 Hatley Street W., Jasper, Florida 32052. A copy of the Hamilton County Property Appraiser's property record information on 203 Hatley Street W., Jasper, Florida 32052 is attached hereto and incorporated herein as **Exhibit B**. A copy of C AND C's proposal outlining their offer to purchase is attached hereto and also incorporated by the reference as **Exhibit A** including improvement estimates to be made by C AND C.

F. The Parties recognize that the economy, including the workforce of Hamilton County, Florida, would greatly benefit from increased job opportunities and the creation and operation of C AND C's nail salon and spa which will provide jobs and expand services in the City of Jasper and Hamilton County, including the potential for future economic development, increased sales tax, ad valorem tax, non-ad valorem assessments, and economic growth and revenues from business operations.

G. HCDA, in furtherance of its statutory duties, desires to assist C AND C so as to sell to C AND C for TWENTY THOUSAND ($20,000.00), U.S. DOLLARS , for the benefit of the City of Jasper and Hamilton County the subject property.

H. C AND C agrees to purchase and/or perform all items/services identified in C AND C 's economic development grant proposal, which is attached hereto as **Exhibit B** to this agreement and incorporated by reference herein.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **ECONOMIC DEVELOPMENT INCENTIVE.** In consideration for the promises set forth herein by C AND C and so long as C AND C is not in default under this Agreement, HCDA shall provide C AND C with the following economic development incentive:

a. Conveyance by HCDA of the property located at 203 Hatley Street W., Jasper, Florida 32052 for C AND C's nail salon and spa as outlined in C AND C's grant proposal, **(Exhibit A)**.

2. . **C AND C COVENANTS.** C AND C agrees with HCDA as follows:

a. C AND C represents and warrants that they have all power, authority, corporate or otherwise to execute and deliver this Agreement and perform its obligations hereunder. C AND C's execution, delivery and performance of this Agreement have been duly authorized by them individually, and this Agreement has been duly executed and delivered by signatories so authorized, and it constitutes a legal, valid and binding obligation of C AND C.

b. C AND C acknowledges that HCDA has relied upon the representations made by C AND C regarding the Project in C AND C 's proposal **(Exhibit A)** with estimated improvements attached hereto.

c. C AND C has represented the conveyance is absolutely necessary for the creation and development of its nail salon and spa in the City of Jasper, Hamilton County, Florida.

d. C AND C and HCDA have not received any notice nor to the best of its knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits, or orders, which would materially and adversely affect their respective ability to perform under this Agreement.

3. **ADDITIONAL DOCUMENTS.** The Parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

4. **TIME.** The Parties agree to perform their respective obligations hereunder pursuant to the time frames described in this Agreement, including Exhibits, if any. The subject property shall revert back to HCDA, free of all liens and encumbrances if the proposal by C AND C is not completed **by October 1, 2027**. This Agreement shall be referenced in the deed from HCDA to C AND C and shall be incorporated into said deed and become an obligation of C AND C . But for C AND C proposal outlined in **Exhibit A**, HCDA would not have agreed to sell the subject property for less than its market value of $31,716.00 as certified on the 2025 Certified Value by Hamilton County Property Appraiser's Office. In the event of a reversion as outlined herein HCDA shall be responsible for repayment of any documented and verified improvement expenses up to $82,310.25. Documentation and verification shall be subject to Hamilton County Development Authority Board approval.

5. **DEFAULT AND REMEDIES.** In the event a Party commits a material breach of this Agreement as determined in good faith by the Party to whom the commitment was due (the Breachee), the Breachee shall notify in writing the Party committing the breach (the Breacher). The Breacher shall have 15 days from receipt of such written notice to cure such beach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 15-day cure period, then the portions of this

Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any Party. In the event a Party determines that it will not be able to fulfill its responsibilities in this manner described in this Agreement, the Party shall use its best efforts to give notice to the other Party. Such notice shall detail the responsibilities, which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the Party's proposal to cure the problem. In no event shall either Party be liable to the other for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible.

6. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation C AND C 's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

7. **ASSIGNMENT.** The Parties agree that C AND C may not assign its interests under this Agreement.

8. **OTHER.**

a. The representations, covenants and agreements of the Parties are subject to and contingent upon the mutual performance by the Parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right

nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a Party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any Party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. C AND C represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the creation of its business and job creation outlined in Exhibit A.

e. The Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

g. Except as otherwise provided herein, each of the Parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successor and permitted assigns.

i. Any covenant or agreement contained in this Agreement between any

Party may be amended only by a written instrument executed by the Parties impacted. Any condition precedent to any Party's obligations hereunder may be waived in writing by such Party.

j. This Agreement contains the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral and written, with such respect to this subject matter.

9. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, HCDA, as a political subdivision of the State of Florida, is bound by and does not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting liability.

10. **ATTORNEY FEES.** Each Party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this Agreement. Should either party after default of the other file suit to enforce any provisions of this Agreement, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

Signed, sealed and delivered
in the presence of:

HAMILTON COUNTY DEVELOPMENT AUTHORITY

_____
Witness

By:_____
Megan Carter, Chair

_____
Print or Type Name

_____
Witness

Date: _____

_____
Print or Type Name

_____
Jurat

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me via ___ physical presence OR ___ online notarizations this _____ day of _____, 20___.
By _____who is personally known ___ OR produced identification___
Type of identification produced_____

_____
Notary Name (Printed)

_____
Notary Signature

Notary Seal

_____
My Commission Expires

Signed, sealed and delivered
in the presence of:

CLAWED AND COLORED, LLC

_____
Witness #1

By:_____

_____
Print of Type Name

TIA DUNCAN,
AUTHORIZED CORPORATE REPRESENTATIVE

Date:_____

_____
Witness #2

_____
Print or Type Name

_____
Jurat

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me via ___ physical presence OR ___ online notarizations this _____ day of _____, 20___.
By _____who is personally known ___ OR produced identification___
Type of identification produced_____

_____
Notary Name (Printed)

_____
Notary Signature

Notary Seal

_____
My Commission Expires

Proposal for Acquisition and Redevelopment of Commercial Property

Proposed Luxury Nail Salon & Spa

Prepared By:

Owner: Tia Duncan/Clawed and Colored LLC
309 1st St NE
Jasper, FL 32052
Cell:813-525-8077
Email: Duncantia@yahoo.com
Date: 05/06/2026

This proposal outlines the purchase of a commercial property located in redevelopment of a commercial property located in the heart of Jasper, with the intent of establishing a premier luxury nail salon and spa serving residents and visitors throughout the surrounding area.

As a local taxpayer and committed member of the community, the purchaser seeks to revitalize a currently underutilized commercial building through strategic investment, aesthetic improvements, and long-term business development. The proposed acquisition includes an offer of **20,000.00** for the property, along with an estimated **40,000.00** in rehabilitation, repairs, and interior improvements.

The completed business will operate as a modern, upscale wellness and beauty destination offering nail services, spa treatments, self-care experiences, and professional beauty services in an elegant and welcoming environment.

This project is expected to:

- Revitalize a local commercial property
- Increase economic activity in the downtown/business district
- Generate approximately **12 new employment opportunities**
- Increase local tax revenue
- Encourage additional small business investment in the community
- Provide a high-quality service currently limited within the area

The purchaser is committed to maintaining the character of the community while contributing to its economic growth and long-term vitality.

Buyer Background

Tia Duncan is a resident and local taxpayer in the community of Jasper, with 8 years of experience in the nail and beauty industry and a strong interest in small business development, local revitalization, and community investment.

The purchaser's goal is to establish a reputable, professionally operated luxury nail salon and spa that delivers high-end services while creating sustainable employment opportunities for local residents.

This project represents both a personal investment in the community and a commitment to improving local commercial activity through responsible property ownership and business development.

Proposed Business Concept

Business Name
C&C Nails & Spa

Business Overview
The proposed business will operate as a luxury nail salon and spa offering premium beauty and wellness services in a clean, modern, and relaxing environment.

Services May Include:
- Luxury manicures and Pedicures
- Gel and acrylic nail services
- Waxing and beauty treatments
- Lash enhancements
- Bridal and group spa packages
- Retail beauty and self care-care products

The salon will focus on customer experience, sanitation, professionalism, and upscale service standards designed to attract both local clientele and visitors from surrounding communities.

Rehabilitation and Improvement Plan

The purchaser intends to invest up to **40,000.00** in renovations and repairs to improve the safety, appearance, and functionality of the property.

Planned Improvements Include:

- Interior remodeling and cosmetic upgrades
- Plumbing and electrical improvements
- HVAC maintenance or replacement
- Flooring and Paint
- Exterior facade improvements
- ADA accessibility improvements
- Spa and salon equipment installation
- Reception and customer lounge construction
- Separate rooms for waxing/skincare and lash enhancements

These renovations will significantly improve the appearance and usability of the property while contributing positively to the surrounding business district.

Economic and Community Impact

This project is expected to create substantial economic and social benefits for the community.

Employment Opportunlutes

The proposed business is projected to create up to 12 jobs, including

- Nail technicians
- Estheticians
- Spa attendants
- Reception Staff
- Management positions
- Cleaning and maintenance support

Priority hiring will be given to the local residents whenever possible.

Community Benefits

The project will:

- Return a commercial property to productive use
- Improve the visual appearance if the area
- Increase local commerce and foot traffic
- Support neighboring businesses
- Encourage additional private investment
- Expand service offerings available within the community
- Increase property and sales tax contributions

As a locally owned and operated business, profits generated through the business are more likely to remain within the local economy

Financial Overview

Item	Estimated Amounts
Building Purchase	$20,000.00
Rehabilitation & Repairs	$40,000.00
Equipment & Furnishings	Included in rehab budget
Total Estimated Investment	$60,000.00

Funding for the project may include:

- Personal investment
- Small business financing
- Investors

Project Timeline

Phase	Estimated Timeline
Purchase Agreement	Month 1
Property Closing	Month 1-2
Renovations & Repairs	Month 2-4
Equipment Installation	Month 4
Hiring & Training	Month 4-5
Grand Opening	Month 6

Long-Term Vision

The long-term objective of this project is to establish a respected and profitable business that becomes a lasting asset to the community.

Future goals may include:

- Expanding spa services
- Hosting community events and beauty workshops
- Partnering with local businesses
- Providing advanced beauty training opportunities
- Becoming a regional destination for luxury beauty and wellness services

Closing Statement

The proposed acquisition and redevelopment of this commercial property represents an opportunity to strengthen the local economy, improve the appearance and productivity of an existing building, and create meaningful employment opportunities within the community.

With an investment of approximately **$60,000.00**, this project demonstrates a serious commitment to responsible redevelopment, small business growth, and long-term community involvement.

As a local taxpayer and business owner, the purchaser is dedicated to creating a business that reflects pride in the community while delivering professional services, stable employment, and economic value for years to come.

Thank you for your consideration of this proposal.

Respectfully Submitted,

Tia Duncan
C&C Nails and Spa
813-525-8077
duncantia@yahoo.com

Hamilton County, FL

Property Damage Reporting Form

Print

Parcel Summary

Parcel ID	6043-000
Location Address	203 HATLEY ST W JASPER 32052
Brief Tax Description	6 1N 14E THAT PART OF LOTS 1 AND 2 BLOCK 5 AS DESC IN ORB 528-137 ORB 581-301 ORB 587-325 ORB 638-320 ORB 793-331 ORB 940-192 CALDWELL SURVEY TOWN OF JASPER (Note: Not to be used on legal documents.)
Property Use Code	COUNTY IMP (8600)
Sec/Twp/Rng	6-1N-14E
Tax District	City of Jasper (1)
Millage Rate	22.3608
Acreage	0.078
Homestead	N

View Map

Map



Owner Information

Primary Owner
HAMILTON COUNTY DEVELOPMENT AUTHORITY
1153 US HWY 41 NW STE 4
JASPER, FL 32052

Property Record Cards

View PRC

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
001700 - 1STORY OFF	3413	SF	0	0

Building Information

Type	STORE RETL
Total Area	1,893
Heated Area	1,134
Exterior Walls	COMMON BRK
Roof Cover	MODULAR MT
Interior Walls	PLYWOOD; DRYWALL
Frame Type	MASONRY
Floor Cover	SHT VINYL; CARPET
Heat	FORCED AIR
Air Conditioning	CENTRAL
Bathrooms	0
Bedrooms	0
Stories	1
Actual Year Built	1951
Effective Year Built	1980

Extra Features

Code	Description	Length x Width	Area	Year Built
0710	CCLFENCE 4	0 x 0 x	62	0

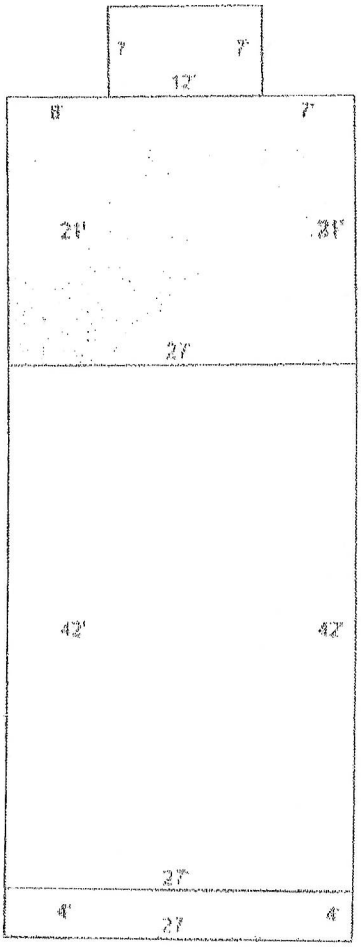
Valuation

	2026 Certified	2024 Certified	2023 Certified	2022 Certified	2021 Certified
Building Value	$26,921	$26,921	$22,450	$22,450	$20,364
Extra Features Value	$153	$139	$139	$107	$86
Land Value	$4,642	$4,642	$4,642	$4,642	$4,642
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$31,716	$31,702	$27,231	$27,199	$25,092
Assessed Value	$31,716	$29,954	$27,231	$27,199	$25,092
Exempt Value	$31,716	$0	$0	$0	$0
Taxable Value	$0	$29,954	$27,231	$27,199	$25,092
Maximum Save Our Homes Portability	$0	$1,748	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Sketches

	UOP	UNF OP PRH	108	1993
	BAS	BASE AREA	1134	1993
	FST	F STORAGE	567	2003
	UOP	UNF OP PRH	84	1993



Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Reason	Vacant/Improved	Grantor	Grantee
Y	8/16/2024	$1,050,000	MS	940/122	Unqualified	UNQUAL/FEDERAL/STATE/LOCAL GOV	Improved	GEDDES MARGIE F AS TRUSTEE OF MARGIE F GEDDES REVOCABLE TRUS	HAMILTON COUNTY DEVELOPMENT AUTHORITY
N	12/5/2016	$50,000	MS	0793/0321	Qualified	QUAL/MULT-PROP W/MULT-TAXIDS	Improved	OBEECO ENTERPRISES INC LLC	GEDDES MARGIE F AS TRUSTEE OF THE GEDDES TRUS
N	3/1/2007	$40,000	MS	0638/0320	Qualified	QUAL/CREDIBLE/VERIF/DOC/EVIDEN	Improved	CONTRIS INVESTMENTS LLC	OBEECO ENTERPRISES INC LLC
N	2/22/2005	$57,000	MS	0587/0325	Qualified	QUAL/CREDIBLE/VERIF/DOC/EVIDEN	Improved	WARREN IVAN LAFON	CONTRIS INVESTMENTS LLC

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	10/8/2004	$100	MS	0581/0301	Qualified	QUAL/CREDIBLE,VERIF/DOC/EVIDEN	Improved	WARREN'S SHEET METAL INC	WARREN IVAN DBA JASPER MUSIC AND PAWN
N	6/14/2002	$50,000	MS	0528/0137	Qualified	QUAL/CREDIBLE,VERIF/DOC/EVIDEN	Improved	FENNELL WILLIAM C AND SUSAN	WARREN'S SHEET METAL INC
N	11/8/1996	$35,000	MS	0393/0189	Unqualified	UNQUAL/PERSPROP, NONTYPCL AMTS	Improved	DOUGLAS WILLIE L	FENNELL WILLIAM C AND SUSAN

Tax Collector

Click here to view the Tax Collector website.

No data available for the following modules: TRIM Notices, Photos, Sketches (APEX).

SCHNEIDER GEOSPATIAL

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Last Data Upload: 6/23/2026, 7:18:52 AM

CONTRACT FOR PURCHASE AND SALE

This Contract made and entered into as of the Effective Date defined below, by and between:

SELLER: Hamilton County Development Authority

Address: 1153 US Highway 41 NW, Suite 4
Jasper, FL 32052

BUYERS: Clawed and Colored, LLC.

Address: 309 1st Street NE
Jasper, Florida 32052

1. **Property:** Seller agrees to sell, Buyer agrees to purchase the following described property:
    a. Real Estate Description: Hamilton County Tax parcel 6043-000 at 203 Hatley Street W., Jasper, FL 32052.
2. **Closing Date:** On or before _____, or such earlier date as may be mutually agreed upon.
3. **Purchase Price:**

    Payable as:
    $20,000
    Binder Deposit:
    Waived
    Cash at Closing:
    $20,000.00

4. **Contract for Purchase and Sale contingent upon:** Buyer will have a THIRTY (30) day due diligence period wherein which to have any contractors/craftsmen of Buyer's choice and expense examine the Premises. Buyer acknowledges this contract to be executed with no expectations or obligations on the part of the Buyer for Seller to provide any additional funds, grants or otherwise.
5. **Effective Date:** The Effective Date above shall be THIRTY (30) day from last one of the Seller and Buyer has signed this Contract.
6. **Evidence of Title:** Within FIFTEEN (15) business days after the Effective Date, Buyers shall order and deliver to Seller an ALTA owner's title insurance commitment. Buyer shall deliver an updated title commitment to Seller on or before TEN (10) days prior to Closing.
7. **Examination of Title:** The Buyer shall examine said title commitment and accept the same, whereupon the transaction shall be concluded on the Closing Date. If title is not acceptable, Buyer shall furnish Seller a written statement specifying title

defects to be cured at Closing. If Seller is unable to deliver acceptable title to Buyer at Closing, Buyer may terminate this Contract.

8. **Survey:** Seller is in possession of prior surveys and shall provide same to Buyer upon Sellers execution of this Contract.
9. **Assignability:** This contract is unique to the parties involved and therefore not assignable.
10. **Prorations:** All taxes for the current year shall be prorated as of the Closing Date with Seller paying for the day of Closing.
11. **Conveyance:** Seller shall convey title to the property by statutory warranty deed, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the current year, and except as herein otherwise provided. The Seller shall also deliver to the Buyer a lien and possession affidavit at Closing, sufficient to remove lien and possession exceptions from title insurance coverage.
12. **As-Is Property Condition:** Prior to the Effective Date, Seller has afforded the Buyer (or Buyer's agent) the opportunity to inspect the Property. The Buyer acknowledges prior inspection of the Property and accepts the Property "as-is" without complaint or petition to Seller. Seller will deliver the Property to Buyer at Closing in its present "as-is" condition. Seller makes no warranties as to the condition of the Property. By Accepting the Property "as-is", Buyer knowingly and willingly waives all claims against Seller for any defects in the Property.
13. **Restrictions, Easements, Limitations:** The Buyer shall take title subject to: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for the year of closing and subsequent year.
14. **Expenses:**
    a. Seller and Buyer agree to split the following expenses, each sharing ½ of the obligation at Closing:
        i. State documentary stamp tax
        ii. Title search
        iii. Owner's title insurance policy premium
        iv. Recording of the deed
        v. Appraisal
    b. Seller shall pay for the following expenses:
        i. Costs associated with delivering clear title
        ii. Seller's attorney's fee, if any
    c. Buyer shall pay for the following expenses:
        i. Survey, if any

ii. Buyer's attorney's fee, if any

15. **Destruction of Premises:** If any improvements located on the Property are damaged by fire or other casualty prior to Closing in excess of $10,000.00, the Contract, at the option of either Buyer or Seller, shall terminate and the deposit shall be returned to Buyer. All risk of loss prior to Closing shall be borne by Seller.
16. **Date of Possession:** Buyer shall be given possession on the date of Closing.
17. **Escrow Deposit and Disbursement:** The Closing Agent is Dana Hill, whose address is Hill Law & Title, PLLC, 230 Court St SE., Live Oak, FL 32064-3205. The Closing Agent is authorized to release the Binder Deposit to Seller, if any, as of the day following the Effective Date. The Binder Deposit, if any, shall count towards Buyer's purchase price but shall be non-refundable but for Seller's breach.
18. **Disbursement of Closing Proceeds:** Disbursement of Closing Proceeds shall be made as of the date of Closing and Buyer shall deliver funds by wire transfer for the cash due at Closing.
19. **Failure of Performance/Waiver of Claims:** By entering into this Contract, Buyer and Seller willingly, knowingly, and voluntarily waive all rights to sue or claim any action for damages or other relief, including injunctive or declaratory relief, against one another in regards to the terms and conditions of this Contract. Both parties acknowledge they received the advice of separate counsel in waiving the above right and acknowledge this condition is additional consideration to the Contract. If a party fails to perform any provision of this Contract for any reason (the "Defaulting Party"), then the other party (the "Non-Defaulting Party") shall be entitled to terminate this Contract and receive the Binder Deposits as its damages and in full settlement of any claims. The Defaulting Party's failure shall act as it voluntary release of any claims against the Non-Defaulting Party for any damages, including claim for the retained Binder Deposit. Possession of the Binder Deposit shall be the sole remedy of the parties.
20. **Time of Acceptance:** Unless signed by both Buyer and Seller, and an executed copy delivered to all parties on or before _____, this Contract is withdrawn and null and void. The Buyer's Binder Deposit, if any, shall be delivered to the Closing Agent on the same day Buyer signs the Contract or no greater than TWO (2) business days thereafter. Delivery of the Contract to the Closing Agent may be by hand-delivery or by email to dana@dehill.law with copy to both parties. Delivery of the Binder Deposit may be by hand-delivery or by wire transfer (incoming wire instructions to be provided by Closing Agent upon request).
21. **Time:** The computation of time periods herein shall include Saturdays, Sundays, and state or national legal holidays.

BUYER'S EXECUTION PAGE

THIS CONTRACT executed by Buyer this _____ day of ____ _____, 2026.

Clawed and Colored, LLC
a Florida Limited Liability Corporation

_____

Tia Duncan,
Authorized Corporate Representative

(This space intentionally blank. Signatures to follow.)

CONTRACT FOR PURCHASE AND SALE

SELLER'S EXECUTION PAGE

THIS CONTRACT executed by Seller this _____ day of _____, 2026.

Hamilton County Development Authority

By: _____

Megan Carter, Board Chair

Outlook

Fwd: 205 Hatley St., W, Jasper, FL

From Bobby Delegal <bobby@revereroof.com>
Date Fri 6/26/2026 9:57 AM
To Rhett Bullard <rhettbullardpa@hotmail.com>
Cc Tim Lee <tim@revereroof.com>

Rhett, This roof would be difficult to tarp, do to the mechanical work, I don't think they could use the stove

Bobby Delegal
Production Manager
904.667.8283

REVERE ROOFING
REFERRED - RELIABLE - REVERED

---------- Forwarded message ---------
From: **Bobby Delegal** <bobby@revereroof.com>
Date: Thu, Jun 25, 2026 at 3:00 PM
Subject: Re: 205 Hatley St., W, Jasper, FL
To: Rhett Bullard <rhettbullardpa@hotmail.com>

I'll have to get back with you on that, its a metal roof, so it'll have to be sandbaged

Bobby Delegal
Production Manager
904.667.8283

REVERE ROOFING
REFERRED - RELIABLE - REVERED

On Thu, Jun 25, 2026 at 12:06 PM Rhett Bullard <rhettbullardpa@hotmail.com> wrote:

> I have a meeting on 7/16 with my Board. Would you all be able to tarp it for us? And if so, how much for that?
>
> Rhett Bullard

Rhett Bullard, P. A.
100 South Ohio Avenue
Live Oak, Florida 32064
386-362-2040 - office
386-362-2070 - fax

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From: Bobby Delegal <bobby@revereroof.com>
Sent: Thursday, June 25, 2026 11:45 AM
To: Rhett Bullard <rhettbullardpa@hotmail.com>
Subject: Re: 205 Hatley St., W, Jasper, FL

Its a Commercial PBR 24 gauge Panel. It would be around 27-30k, that would not include any machanical trade

Bobby Delegal
Production Manager
904.667.8283

REVERE ROOFING
REFERRED - RELIABLE - REVERED

On Wed, Jun 24, 2026 at 1:31 PM Rhett Bullard <rhettbullardpa@hotmail.com> wrote:

> Thank you for letting me know.What is a ballpark figure (I do not intend to hold you to it just trying to get an idea) to replace it, if you would not mind sharing that with me?
> Thanks again.
>
> Rhett Bullard
> Rhett Bullard, P. A.
> 100 South Ohio Avenue
> Live Oak, Florida 32064
> 386-362-2040 - office
> 386-362-2070 - fax

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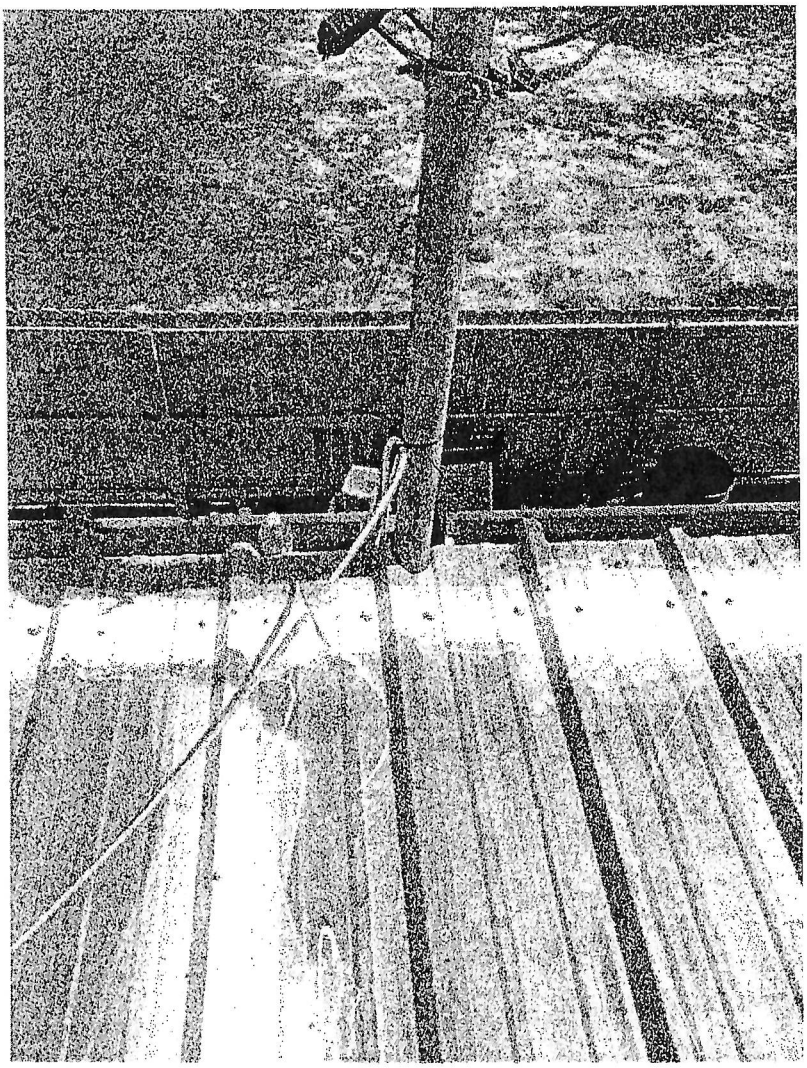
From: Bobby Delegal <bobby@revereroof.com>
Sent: Tuesday, June 23, 2026 3:54 PM
To: Rhett Bullard <rhettbullardpa@hotmail.com>
Subject: 205 Hatley St., W, Jasper, FL

Rhett,

I took a look at this job today, Looks like someone attempted to put a recovery product on this roof recently. I've attached some pictures. There are multiple roof leaks. Unfortunatly, it did not take, you cannot put another recovery product over it. I recommend full roof replacement.





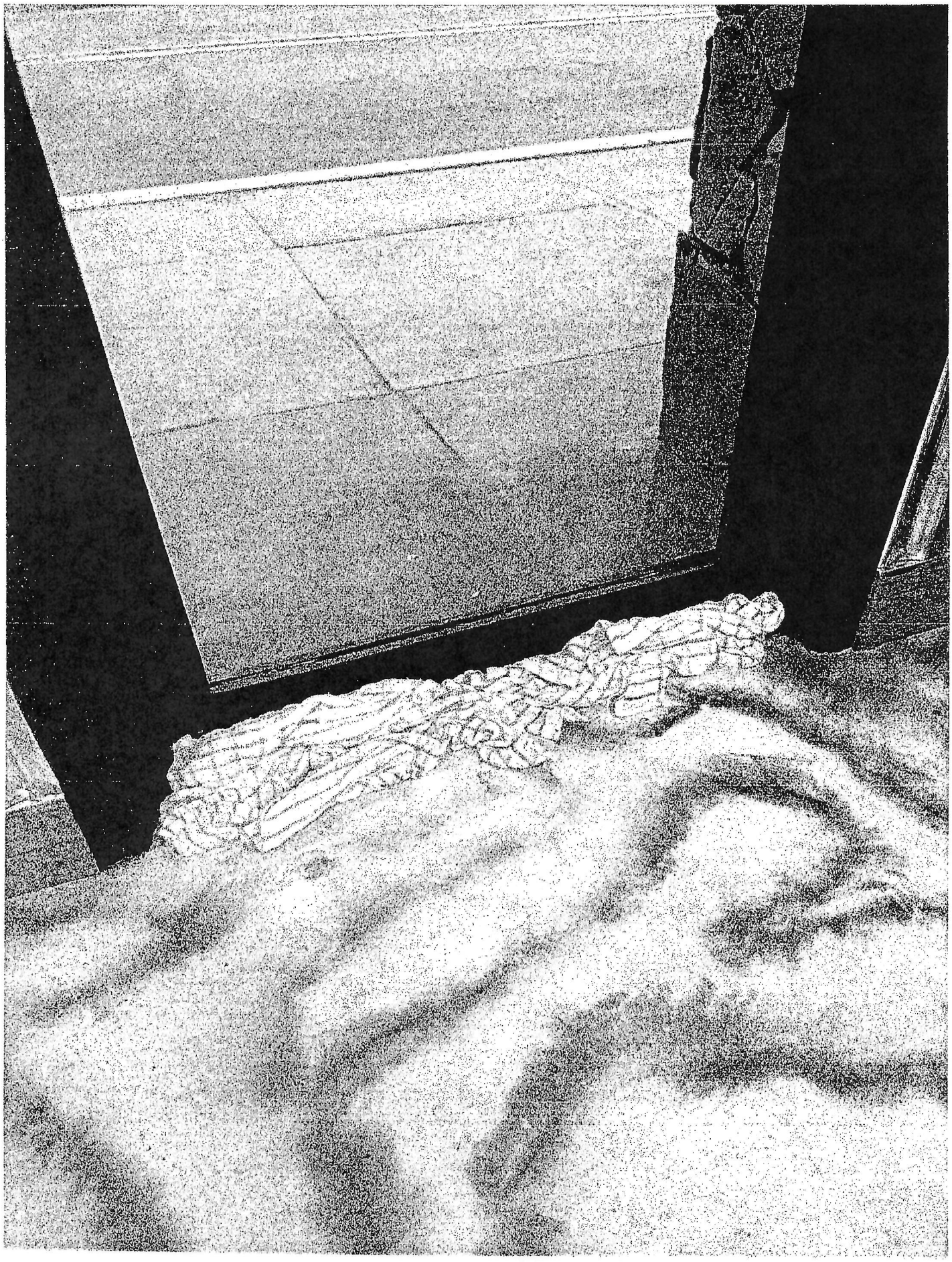


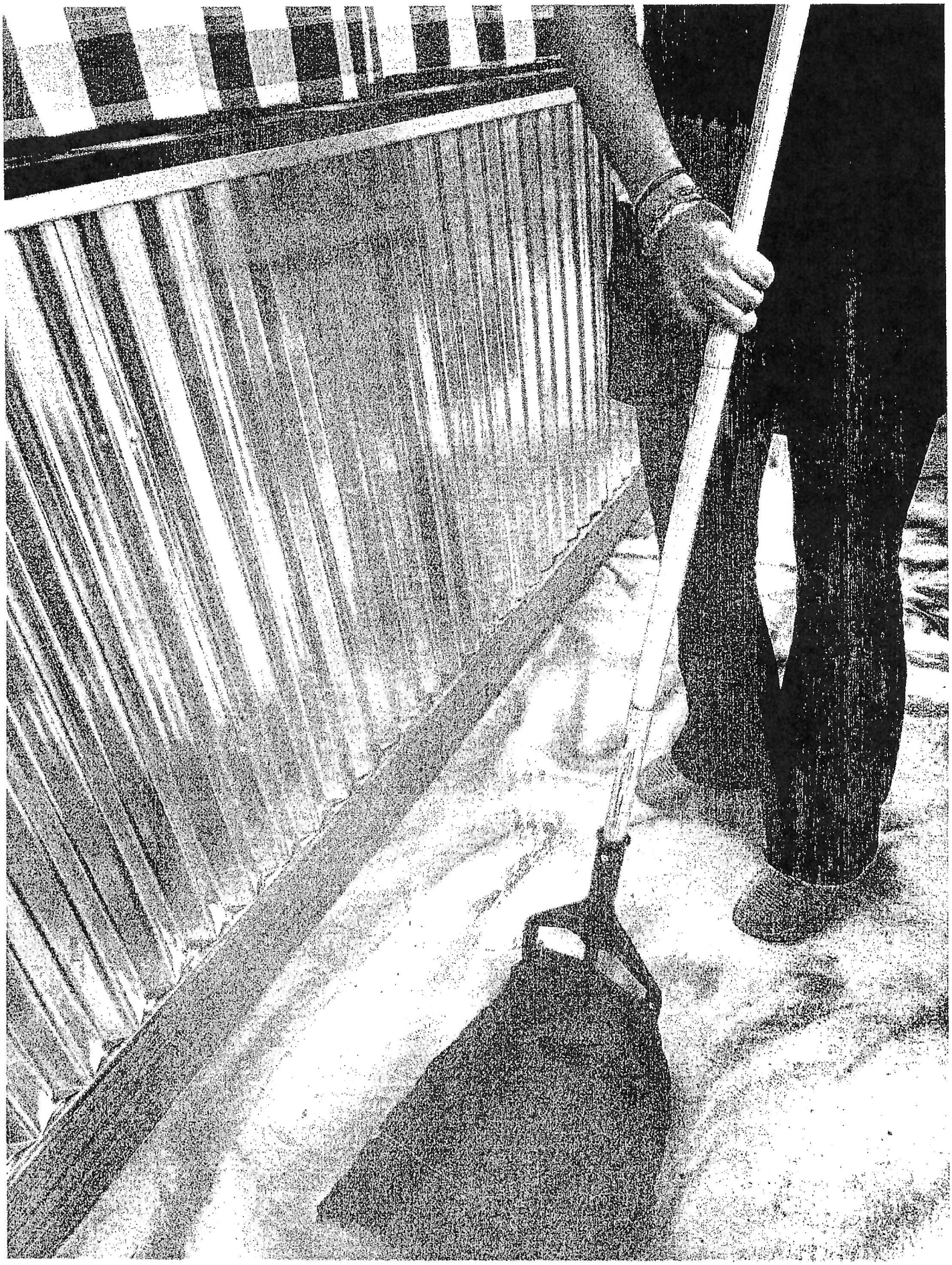
Sincerely,
Bobby Delegal
Production Manager
904.667.8283

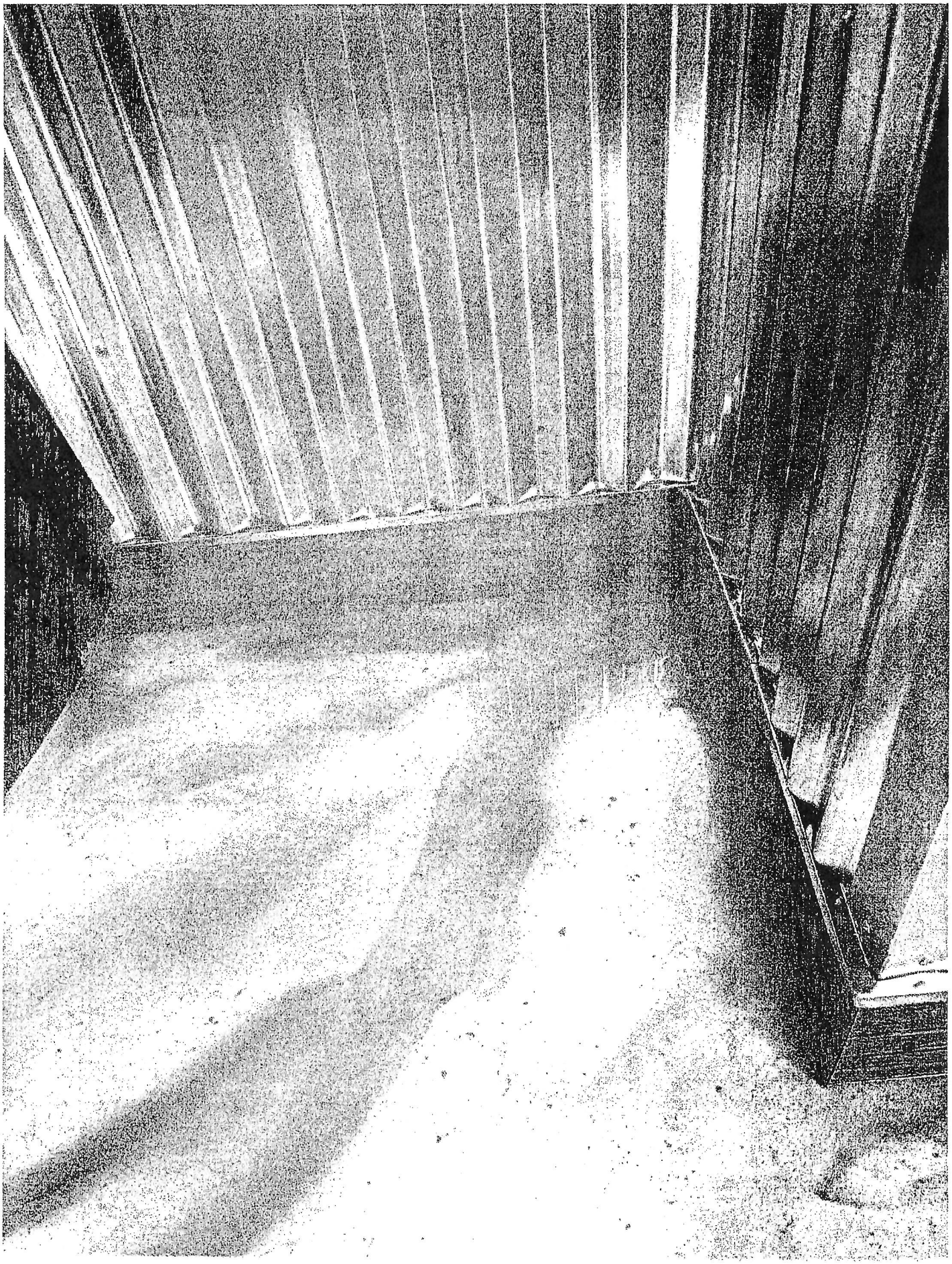
REVERE ROOFING
REFERRED - RELIABLE - REVERED

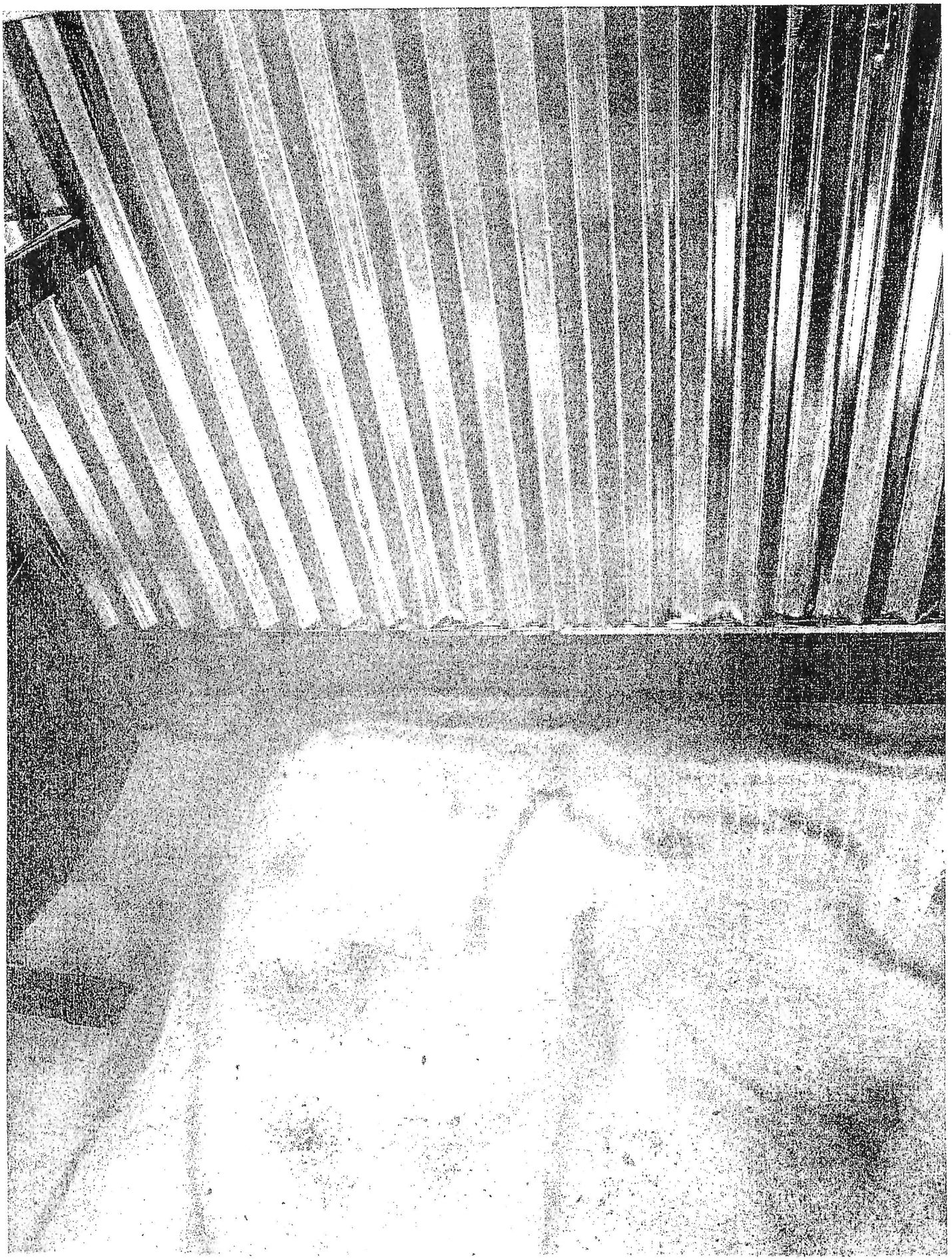












LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") made this 18th day of December 2025 by and between, Hamilton County Development Authority, ("LANDLORD"), and Grazin' Grace LLC., ("TENANT").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LANDLORD and TENANT agree as follows:

1. PREMISES

1.1. LANDLORD leases to TENANT and TENANT rents from LANDLORD, the Premises located at 205 Hatley Street W. Jasper, FL 32052 ("Premises") upon the terms, covenants and conditions set forth in this Lease.

1.2. The use of the Premises shall be for restaurant and for no other purposes ("Permitted Use"), without prior LANDLORD approval.

1.3. LANDLORD shall deliver the Premises "as is." TENANT acknowledges and agrees that it has conducted a full inspection of the Premises and agrees to accept the Premises in an "as Is" condition subject to any defects, whether known or unknown.

1.4. The Premises consists of approximately 3,300 square feet of building space and vacant land for parking space located on Hamilton County Parcel Nos. 6047-000 and 6045-005.

1.5. TENANT and LANDLORD contemplate that no portion of the leased Premises may be transferred or sold for value during the term of the Lease except as outlined herein.

2. TERM

2.1. Upon both parties signatures on this Lease agreement, TENANT shall have a ninety (90) day period (DUE DILIGENCE) to determine, at TENANT'S sole discretion, the feasibility of TENANT'S proposed operational purpose (restaurant). Prior to the end of the DUE DILIGENCE period TENANT shall notify LANDLORD in writing at the address identified in the Lease of TENANT'S intent to proceed. Failure to do so makes this Lease null and void.

2.2. During the DUE DILIGENCE period, LANDLORD will make every reasonable effort to place a HVAC system and Fire Suppression system on the Premises. In the event that a HVAC system and/or Fire Suppression system cannot be placed on the Premises by the end of the DUE DILIGENCE period, TENANT and LANDLORD shall make reasonable efforts to accommodate the placement of HVAC and Fire Suppression system on the Premises.

2.3. The term of the Lease shall be for ten (10) years commencing on 1st day of January, 2026 ("Commencement Date").

3. RENT, TAXES & SECURITY DEPOSIT

3.1. TENANT agrees to pay to LANDLORD ONE THOUSAND DOLLARS ($1,000.00), plus all applicable sales taxes payable monthly and in advance on the first day of each month from Jan 2026 until Dec 2026. TENANT agrees to pay to LANDLORD ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00), plus all applicable sales taxes, payable monthly and in advance on the first day of each month from Jan 2027 until Dec 2027. ("Rent"). For years three through ten (3-10) will be calculated as ONE

THOUSAND TWO HUNDRED DOLLARS ($1,200.00) plus the prorated monthly property taxes for the Premises. LANDLORD shall advise TENANT of LANDLORD's payment of all real and personal (if any) taxes on the Premises LANDLORD pays. TENANT shall reimburse LANDLORD, at TENANT'S discretion, by paying all real and personal (if any) property taxes presented by LANDLORD for each year of tenancy. However, while TENANT can break up the reimbursement at TENANT'S discretion, TENANT shall pay the tax reimbursement at least quarterly to LANDLORD for any additional tax payments by LANDLORD beyond year ten (10) LANDLORD and TENANT will continue this practice. Upon written notice by TENANT prior to the initial ten (10) year term, TENANT shall have the option to renew this Lease and monthly rental shall be, at the time, negotiated between LANDLORD and TENANT.

3.2. Upon the Rental Commencement Date, TENANT'S rent and property tax payments shall be abated in accordance with the documented improvements to the Premises (not to exceed $50,000) made by the TENANT prior to issuance of Certificate of Occupancy to TENANT.

3.3. All monies due LANDLORD pursuant to this Lease shall be paid in lawful money of the United States of America to the LANDLORD without any prior notice or demand, and without any deduction or offset whatsoever. Rent shall be payable to LANDLORD and presented in person or mailed to LANDLORD at 1153 US Highway 41 NW Suite 4, Jasper, FL 32052 (or another address that may be designated by LANDLORD).

3.4. LANDLORD agrees to waive any security or other deposit.

4. TENANT'S COVENANTS & LANDLORD'S INDUCEMENT

4.1. TENANT specifically acknowledges that as inducement for LANDLORD to enter into this Lease, it has represented to LANDLORD that it shall, at a minimum, operate a restaurant with hours of operation Tuesday – Thursday 7:00 am – 3:00 pm, Friday – Saturday 6:00 am – 7 pm, and Sunday 10:30 am – 3:00 pm by the end of year one (1).

4.2. LANDLORD shall have the right to terminate this agreement upon thirty (30) days' notice to the extent TENANT defaults under the terms of this Lease, unless there is delay in the opening of the restaurant identified in Paragraph 4.1 is not caused by the TENANT.

4.3. During the initial term of this Lease, TENANT shall have the right to terminate this LEASE upon thirty (30) days within notice to LANDLORD from the date of TENANT'S last day of operation without any penalty to TENANT

5. EXPENSES

5.1. Triple-Net Lease. It is the intention of parties that this Lease is a triple-net Lease, and TENANT is to pay LANDLORD monthly in advance and, in addition to rent and taxes TENANT shall pay all expenses relating to Premises ("Expenses").

5.2. Expenses. The Expenses to be paid by TENANT shall include, but not be limited to the following:

5.2.1. All utilities.

5.2.2. All Insurance for the Premises.

5.2.3. All roofing repairs and maintenance.

6. ADDITIONAL CHARGES & INTEREST

6.1. Late Fees & Interest. If TENANT fails to pay any amount due under this Lease ("Delinquent Amount"), including without limitation, Rent, Expenses and/or Charges (as defined below), within ten (10) days following the date the Delinquent Amount(s) becomes due and payable, TENANT shall pay to LANDLORD a late fee of TWENTY FIVE DOLLARS ($25.00) per delinquent monthly payment. LANDLORD and TENANT agree that such late fee represents a reasonable estimate of additional administrative expenses incurred by LANDLORD in processing the Delinquent Amount(s). TENANT's payment of any late fees shall not extend the date for payment of any sums due under this Lease or relieve TENANT of its obligation to pay all such sums at the agreed upon time. All late fees shall be considered rent or additional rent for purposes of Chapter 83, Florida Statutes. Delinquent Amounts shall bear interest at the rate of 18% per annum.

6.2. LANDLORD's Right to Cure & Offset. LANDLORD shall have the right, but not the obligation, to cure any default of TENANT under the provisions of this Lease and add the cost to the next period's Rent. If any sums are payable by LANDLORD to TENANT pursuant to any provision of this Lease, LANDLORD shall have the right to first offset from such sum any amounts that are currently payable by TENANT to LANDLORD pursuant to any provision contained in this Lease. Nothing in this section shall be deemed a waiver by LANDLORD of any rights accruing to LANDLORD upon default either by the provisions of this Lease or by operation of law.

6.3. Charges for Services. Any late charges, interest and/or charges against TENANT by LANDLORD for services or work done on or to the Premises under this Lease shall be considered Rent, and shall be included in any lien for Rent due and unpaid ("Charges"). Charges shall, at LANDLORD'S option, be paid upon demand or added to the next month's Rent, together with an added amount equal to five percent (5%) of the total cost of repair. Said added amount shall serve to reimburse LANDLORD for administrative and managerial related expenses.

6.4. Priority of Payments. Notwithstanding anything to the contrary contained in this Lease, to the extent that TENANT is in default of its obligations under this Lease beyond the expiration of any notice, grace or cure periods, all payments made by TENANT and received by LANDLORD during such time may be applied, in LANDLORD's sole and absolute discretion, to any outstanding arrearages owed by TENANT to LANDLORD, irrespective of any payment characterization TENANT may designate for any such payment.

7. PURCHASE PRICE DURING INITIAL TERM AND FREE PUBLIC PAKING ON PARCEL NO. 6045-005

7.1. At anytime after abatement exhausts during the initial ten (10) years of this Lease, TENANT shall have the right to purchase the Premises (Parcel Nos.: 6047-000 and 6045-005) for an amount approved/negotiated by LANDLORD not to exceed $217,000.00.

7.2. TENANT at all times during its tenancy, shall allow free public parking on Parcel No. 6045-005 (parking behind building).

8. QUIET ENJOYMENT

8.1. Subject to restrictions and covenants contained in this Lease, LANDLORD promises and warrants that for the duration of this Lease and so long as TENANT is not in default under the terms of this Lease, TENANT shall at all times peaceably and quietly occupy and enjoy the Premises.

9. COMPLIANCE, NUISANCE & PROHIBITED ACTIVITIES

9.1. TENANT shall, at its sole expense, comply at all times with all applicable federal, state and local laws, statutes, rules, licenses, requirements, orders, directives, codes, ordinances and regulations ("Legal Requirement(s)") arising from or out of TENANT's business or use or occupation of the Premises and TENANT's construction related in any way to the Premises, and any Improvements (as defined below) at or to the Premises, including, without limitation, procuring, maintaining, and making available for LANDLORD's inspection any required governmental licenses or permits.

9.2. TENANT shall keep the Premises, and every part thereof, in a clean and reputable condition, free from any objectionable noises, loud music, odors or nuisances, No smoking, not alcohol hall be allowed by TENANT of the Premises.

9.3. TENANT must not allow or cause the use of the Premises in any way that constitutes either a public or a private nuisance or in any way unreasonably interferes with any other Tenants, or their respective neighbors, whether residential, commercial or otherwise. In addition, TENANT shall not use the Premises, or permit or fail to prevent the Premises to be used: (a) for any purpose or in any manner that violates any Legal Requirement; (b) for any purpose that alters the classifications or increases the rate of any insurance on he Premises; (c) to conduct an auction, distress, fire, bankruptcy or going out o business sale or similar sales; (d) to keep live animals of any kind unless otherwise permitted by this Lease; (e) to create a nuisance or waste; or (f) to violate any certificate of occupancy issued for the Premises.

9.4. TENANT shall not:

9.4.1 Disfigure or deface any part of the Premises.

9.4.2 Place, affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items outside the Premises, the glass panes and supports of the show windows, or any window, door, roof of the Premises, except such signs as LANDLORD shall approve in writing, which shall not be unreasonably withheld.

9.4.3 Overload the floor or any mechanical, electrical, plumbing or utility systems serving the Premises.

9.4.4 Do anything to, or suffer anything to be done, upon the Premises that will damage the Premises.

9.4.5 Permit the accumulation of waste or refuse matter.

9.4.6 TENANT shall not cease operations for more than three (3) consecutive weeks.

10. IMPACT FEES

10.1. TENANT recognizes that the governing county and/or municipality's water and sewer authority or public works department or other agencies may require connection fees beyond any fees that may have already been paid for by LANDLORD ("Additional Connection Fees"). If any Additional Connection Fees are levied against the Premises as a result of TENANT's Permitted Use, then TENANT shall pay such Additional Connection Fees.

11. ACCEPTANCE & CONDITION OF PREMISES

11.1. TENANT accepts the Premises in "as is" condition and agrees to maintain the Premises in good order, condition and repair for the duration of the Lease.

11.2 TENANT agrees to pay LANDLORD immediately on demand for any damage to the Premises or other property of LANDLORD caused by any act or neglect of TENANT or its Agents or Licensees.

12. REPAIRS & MAINTENANCE

12.1. With respect to the Premises, TENANT, at its sole cost and expense, shall maintain and repair the entirety of the Leased Premises, including without limitation: (1) repair, replace and maintain the plumbing, light fixtures, electric control panels and all interior plumbing and electrical lines connecting thereto; (2) repair, replace and maintain all items that are necessary to keep the Premises in good state of repair, including without limitation, replacement of all parts, filters and/or refrigerators, when needed; (3) repair, replace and maintain all glass, including without limitation, windows and doors to the extent damaged or destroyed by acts of vandalism; (4) maintain them in a good and clean condition, providing regular janitorial service, interior glass cleaning and carpet cleaning as required, monthly pest control; (5) perform such maintenance, repair and replacement as necessary to keep the Premises in substantially the same condition as of the date this Lease, except for ordinary wear and tear; and (6) paint the interiors Premises.

12.2. Upon notice to TENANT and to the extent TENANT otherwise fails to perform it obligations under this section, LANDLORD shall have the right, but not the obligation, to undertake maintenance, repair and/or replacement as deemed necessary in LANDLORD's reasonable discretion exercised in good faith.

13. ALTERATIONS & IMPROVEMENTS

13.1. Unless expressly stated in this Lease, LANDLORD is not responsible or obligated to make any alterations, modifications or improvements to the Premises ("Improvements").

13.2. Except as provided by this Lease, TENANT shall not make any Improvements without the written consent of LANDLORD, which consent shall not be unreasonably withheld. To the extent TENANT wishes to make Improvements, TENANT shall make such request in writing to LANDLORD and provide to LANDLORD a detailed explanation of such request, including the attendant need. Such request shall also include a detailed floor plan, if applicable. Any and all Improvements shall be at TENANT's sole cost and expense. If approved by LANDLORD and otherwise applicable, TENANT shall provide a copy of the certificate of completion/occupancy within ten (10) days of receipt of same. LANDLORD acknowledges that TENANT shall be entitled to make the necessary Improvements to the Premises.

13.3. TENANT shall at all times comply with Legal Requirements applicable to Improvements. All Improvements, except movable office furniture, displays and trade fixtures, shall become the property of LANDLORD as of the date such improvements are made, and remain on and become a part of the Premises to be surrendered with the Premises at the termination of this Lease.

13.4. TENANT acknowledges that the Premises may constitute a place of public accommodation or a commercial facility under Title III of the Americans With Disabilities Act, 42 U.S.C. Section 12181, as amended ("ADA") and that the ADA is applicable to owners and TENANTs of places of public accommodation and commercial facilities. TENANT further acknowledges that any structural alteration to the Premises must comply with all Legal Requirements, including without limitation, the ADA and accessibility standards set forth in the rules promulgated by the United States Department of Justice, 28 CFR Section 36.101, et seq., as amended. TENANT shall comply with all said requirements, if applicable.

13.5. Any equipment located on the Premises purchased with funds from LANDLORD shall remain the property of LANDLORD in the event of TENANT'S default. Otherwise, equipment will remain with TENANT upon TENANT'S purchase of the Premises.

14. LIENS PROHIBITED

14.1. TENANT shall not permit any liens to attach to any interest in the Premises, including without limitation, liens resulting from construction, labor, services or materials. In the event such liens do attach, TENANT agrees to pay and discharge same forthwith, or at TENANT's option, post a bond in accordance with to Chapter 713, Florida Statutes, so long as the lien is wholly transferred to security other than the Premises or Grounds. LANDLORD hereby notifies all persons and entities that any lien claimed by any party as the result of additions or improvements to the Premises pursuant to a contract with TENANT, or with any person other than LANDLORD, shall extend to, and only to, the right, title and interest in and to the Premises, if any, of TENANT. In accordance with the provisions of Chapter 713, Florida Statutes, this paragraph shall be construed to prohibit LANDLORD's interest in the Premises or Common Area to be subject to any lien caused TENANT

15. RIGHT OF ENTRY

15.1. Upon reasonable advance notice to TENANT, LANDLORD shall have the right to enter the Premises during all reasonable hours, to examine the Premises, to make repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises or common areas, or to exhibit the Premises to others (including prospective Tenants).

16. INSURANCE

16.1. TENANT shall keep the Premises insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Premises, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Premises.

16.2. TENANT shall keep its personal property and trade fixtures in the Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. TENANT shall also keep any non-buildings-standard improvements made to the Premises by the TENANT insured to the same degree as TENANT'S personal property.

16.3. TENANT shall procure and maintain in full force and effect during the term of this Lease, at its sole expense, public liability insurance adequate to protect against liability or damage claims through use of or arising out of accidents in or around the leased Premises in the minimum amount of One Million Dollars ($1,000,000.00) for each person injured, Three Million Dollars ($3,000,000.00) for any one accident, One Hundred Thousand Dollars ($100,000.00) for property

damage, and Ten Thousand Dollars ($10,000.00) for medical expenses. Such insurance policies shall provide coverage for LANDLORD'S contingent liability on such claims or losses by always naming LANDLORD as an additional insured on all insurance policies identified herein. TENANT agrees to obtain a written obligation from all insurers to notify LANDLORD in writing at least thirty (30) calendar days prior to cancellation or refusal to renew any such policies.

16.4. All insurance policies required by this Lease shall: (a) be issued by insurance companies licensed to do business in the State of Florida with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the Commencement Date (if the *Best's* ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies); (b) name the LANDLORD as an additional insured (other landlords or TENANTs may also be added as additional insureds in a blanket policy); (c) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance notice is given to the LANDLORD; (d) be primary policies - not as contributing with, or in excess of, the coverage that the other party may carry; (e) be permitted to be carried through a "blanket policy" or "umbrella" coverage; and (f) be maintained during the entire Lease term, including any extensions.

16.5. By the Commencement Date and upon each renewal of its insurance policies, TENANT shall give certificates of insurance to LANDLORD. The certificate shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed above. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If TENANT fails to give the required certificate within thirty (30) days after notice of demand for it, LANDLORD may obtain and pay for that insurance and receive reimbursement from the party required to have the insurance.

17. LANDLORD'S LIABILITY

17.1. LANDLORD, its Board, members, subsidiaries, affiliates, managers, officers, directors, agents, employees or mortgagees (collectively "Indemnitee" or "Indemnitees"), shall not be liable for, and TENANT, to the fullest extent permitted by law, waives all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities (whether known or unknown, whether absolute or contingent, whether liquidated or non-liquidated, and whether due or to become due), obligations, taxes, liens, losses, expenses, and fees, including all attorneys' fees and court costs ("Adverse Consequences"), including, but limited to consequential damages, against LANDLORD, its agents and employees, for any injury to TENANT's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of TENANT, its employees, invitees, customers, agents or contractors or any other person in or about the Premises, caused by or resulting from or as a result of: (a) fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises; (b) defects in the Premises, including without limitation, latent defects in the construction of the Premises; (c) the breakage, leakage, obstruction, failure, or other defects of the utility installations, air conditioning system or other components of the Premises; (d) the exercise by LANDLORD of its rights or obligations under this Lease; (e) acts or omissions of persons on the Premises; or (f) the negligent acts or omissions of LANDLORD or its Indemnitees. Except as otherwise expressly provided herein, LANDLORD makes no representations or warranties whatsoever with respect to any air conditioning system or utility installations existing now or in the future. Except as otherwise expressly provided herein, LANDLORD shall not be liable in damages or otherwise for any discontinuance, failure or interruption of services to the Premises of utilities, the air conditioning system, or any other services and TENANT shall have no right to terminate this Lease or withhold Rent because of the same.

18. INDEMNIFICATION

18.1. TENANT shall indemnify, protect, defend, and hold LANDLORD and its Indemnitees harmless from and against any and all Adverse Consequences occurring during the term of this Lease arising out of or in connection with loss of life, personal injury, property damage or otherwise arising from: (a) the use, occupation, improvement or maintenance of the Premises or any work or activity in or about the Premises by TENANT or its Agents or Licensees; (b) the filing or potential filing of any mechanic's or materialmen's lien against the Premises in connection with any work done or caused to be done by TENANT; (d) any breach or failure to perform any obligation imposed on TENANT under this Lease; or (e) any act or omission of TENANT or its Agents or Licensees. Upon notice from LANDLORD, TENANT shall, at TENANT's sole expense and by counsel reasonably satisfactory to LANDLORD, defend any action or proceeding brought against LANDLORD by reason of any such Adverse Consequences. If Indemnitees are made a party to any litigation commenced against TENANT with respect to any Adverse Consequences and TENANT is obligated to indemnify the LANDLORD pursuant to this Lease, then TENANT shall indemnify, protect, defend, and hold each of such persons harmless from and against any and all Adverse Consequences arising out of such litigation or incurred or paid by any such person in connection with such litigation. The obligations of this section shall survive the termination of this Lease.

18.2. Notwithstanding any other provision of this Lease to the contrary, LANDLORD, as a political subdivision of the State of Florida, is bound by and does not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting liability.

19. PROPERTY DAMAGE

19.1. To the fullest extent permitted by applicable law, TENANT shall defend, indemnify, protect and hold harmless LANDLORD and its Indemnitees from and against any and all Adverse Consequences that any of such parties may suffer or incur, resulting from, arising out of, relating to or caused by acts of vandalism or by the use, misuse or abuse of water or the water pipes or fixtures, gas pipes or fixtures, electric wires or fixtures, heating apparatus, drains, plumbing and other fixtures and apparatus or personal property in the Premises, or by the bursting or leaking of water or any other pipes, roof leaks or act of negligence of any third party, or by any nuisance made or suffered on the Premises ("Property Damage"), and regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the Indemnitees.

19.2. TENANT shall promptly cause all Property Damage to be repaired at its sole expense. Upon notice to TENANT and to the extent TENANT otherwise fails to perform it obligations under this section, LANDLORD shall have the right, but not the obligation, to undertake maintenance, repair or replacement. All personal property located within the Premises shall be at the risk of the TENANT. LANDLORD shall not be liable for any damage caused by gross negligence or intentional misconduct to said personal property, or to the TENANT arising from Property Damage.

19.3. If the Premises are destroyed or so damaged by fire or other casualty during the term of the Lease as to become un-tenantable, or if any part of the remainder of the Grounds is so destroyed that TENANT cannot conduct its Permitted Use, without fault of TENANT or TENANT's Agents ("Occurrence"), LANDLORD shall have the right, but not the obligation, to render the Premises tenantable by repairing same within one hundred and twenty (120) days from TENANT's notice to LANDLORD. TENANT shall not be obligated to pay Rent during the period of time that the Premises are un-tenantable. In no event shall Rent abate if the damage or destruction of the Premises, whether total or partial, is the result of the negligence or willful conduct of TENANT and its Agents, and under such circumstances TENANT shall be fully

responsible to return the Premises to the same condition as existed prior to the Occurrence. If the Premises remain tenantable after the Occurrence and TENANT can continue its Permitted Use, (a) TENANT shall promptly make all necessary repairs to return the Premises to the condition as existed prior to the Occurrence, (b) this Lease shall otherwise remain in full force and effect, and (c) there shall be no abatement of Rent. Notwithstanding anything herein to the contrary, in the event the leased Premises are deemed un-tenantable, LANDLORD or TENANT may at their option terminate this Lease.

19.4. All personal property located on the Premises shall be and remain at TENANT'S sole risk of loss, and TENANT shall be responsible for providing any and all insurance coverage related to same, including without limitation, personal property, hazard and theft insurance.

20. CONSTRUCTION

20.1. All construction work to be done by TENANT shall be performed at TENANT's expense, and all work (except work related to installation of TENANT's personal property) shall be awarded by TENANT to a Florida licensed contractor approved by the LANDLORD. The Premises shall be constructed in accordance with the approved working drawings, and TENANT shall cause the improvements to be constructed and completed with due diligence, in a good and workmanlike "first class" manner.

21. EMINENT DOMAIN

21.1. Total Taking. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority or under threat of and in lieu of condemnation ("taken" or "taking"), this Lease shall terminate as of the date of such taking, and Rent and other charges shall be adjusted as of the date of such termination and LANDLORD and TENANT shall have no further liability or obligation, except for any provisions hereunder that expressly survive the expiration or earlier termination of this Lease.

21.2. Partial Taking; Right to Terminate. If only a portion of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, LANDLORD shall have the right to terminate this Lease as of the date TENANT is required to vacate the portion of the Premises taken, upon giving notice of such election to TENANT within thirty (30) days after receipt of written notice that said Premises have been or will be so taken. In the event of such termination, Rent and other charges shall be adjusted as of the date of termination and both LANDLORD and TENANT shall be released from any liability or obligation under this Lease, except for any provisions hereunder that expressly survive the expiration or earlier termination of this Lease.

21.3. Award. LANDLORD shall be entitled to the entire condemnation award for any taking of the Premises, the Common Area or any part thereof, with the exception of reimbursement to TENANT for any portion of TENANT'S unamortized improvements to the premises. TENANT assigns to LANDLORD all rights to damages on account of any taking or condemnation for which damages are payable. In furtherance of the foregoing, TENANT shall execute such instruments of assignment as LANDLORD requires, join with LANDLORD in any action for recovery of damages, if requested by LANDLORD, and turn over to LANDLORD any damages recovered in a proceeding. If TENANT fails to execute instruments required by LANDLORD, or undertake such other steps as requested, LANDLORD shall be deemed the duly authorized irrevocable agent and attorney-in-fact of TENANT to execute such instruments and undertake such steps on behalf of TENANT.

22. LANDLORD'S OR TENANT'S DEFAULT

22.1. If LANDLORD or TENANT fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice specifically describing such default from TENANT or LANDLORD or, when more than thirty (30) days shall be required because of the nature of the default, if LANDLORD or TENANT shall fail to proceed diligently to cure such default after written notice thereof from LANDLORD or TENANT, said failure shall constitute a default by TENANT or LANDLORD under this Lease.

23. TENANT'S DEFAULT

23.1. Unless otherwise provided for by this Lease, TENANT shall be in default of this Lease upon the occurrence of any of the following:

If Rent, Charges or any other monies due under this Lease, or any part thereof, are not paid when due and remains unpaid for a period of ten (10) days;

23.1.1. If TENANT fails to promptly perform any covenant, condition or obligation contained in this Lease and such failure continues for a period of ten (10) days after notice in writing specifying the nature of such failure;

23.1.2. A determination by LANDLORD that TENANT has submitted a false report required to be furnished under this Lease;

23.1.3. TENANT's vacating or abandoning the Premises, which is defined as the cessation of business operations for a period of fifteen (15) days or more;

23.1.4. TENANT's interest is involuntarily sold by execution, legal process or otherwise;

23.1.5. The seizure, sequestration or impounding by virtue of or under authority of any legal proceeding of any of the personal property or fixtures of TENANT used in or incident to the Permitted Use, if such action affects TENANT's Permitted Use;

23.1.6. This Lease or TENANT's interest herein or in the Premises or any improvements thereof or any property of TENANT are executed upon or attached;

23.1.7. A general assignment by TENANT for the benefit of creditors;

23.1.8. The Premises come into the hands of any person other than expressly permitted under this Lease;

23.1.9. The filing of any action or proceeding, voluntarily or involuntarily, by or against TENANT under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

23.1.10. Appointment of a receiver or trustee to take possession of TENANT's assets and such receivership remains un-dissolved for a period of thirty (30) days;

23.1.11. Attachment, execution or judicial seizure of TENANT's assets of the Premises, such attachment or seizure remaining pending for at least thirty (30) days;

23.1.12. An admission or declaration of insolvency by TENANT;

23.1.13. Any claim or lien is asserted or recorded against the interest of LANDLORD in the Premises or the Common Area, or any portion thereof, on the account of, or extending from any improvement or work done by or at the instance, or for the benefit of TENANT, or any person claiming by, through or under TENANT or from any improvement or work the cost of which is the responsibility of TENANT; or

23.1.14. The default by TENANT or any of its affiliated entities under any other lease with LANDLORD or any of its affiliated entities.

23.2. Notwithstanding the foregoing, in the event that within any rolling twelve (12) month period TENANT is late in payment of Rent on at least three (3) occasions, or if TENANT or any of TENANT's sub-TENANTs (if otherwise allowed) fail to promptly perform any covenant, condition or provision of this Lease, then TENANT shall be in default under this Lease, whether or not TENANT has timely cured same. In such event, LANDLORD shall immediately be entitled to exercise any remedies that may be available to LANDLORD upon said default without any further obligation to provide notice or an opportunity for TENANT to cure the same.

24. LANDLORD'S REMEDIES

24.1. If TENANT defaults in the performance of its obligations under this Lease, LANDLORD shall have all rights and remedies available under this Lease and applicable law.

25. TENANT'S REMEDIES

25.1. In the event of a default by LANDLORD, TENANT may (after the expiration of the notice and cure period) terminate this Lease and sue LANDLORD for TENANT's actual and direct monetary damages arising as a result of such default.

26. HAZARDOUS MATERIALS

26.1. TENANT shall not generate, store, handle, release, discharge, or otherwise deal with any material classified as a "hazardous material" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), or any similar or related federal, state or local statutes, rules, regulations or ordinances. Without limiting the generality of the foregoing, TENANT expressly covenants and agrees that it shall not, nor shall it permit anyone to:

26.1.1. Use asbestos or any asbestos-containing materials in the Premises or in the Common Area;

26.1.2. Use any liquid-filled transformers on the Premises unless consented to by LANDLORD in writing and confirmed by an outside authoritative source to be free of polychlorinated biphenyls (PCB's);

26.1.3. Install any underground storage tanks, unless consented to by LANDLORD in writing and specifically approved and certified to be in compliance with applicable code requirements; or

26.1.4. Store any opened containers of combustible products, such as cleaning solvents, in other than metal containers and cabinets approved by LANDLORD in writing.

26.2. TENANT shall indemnify, protect, defend, and hold LANDLORD and its Indemnitees harmless from and against any and all Adverse Consequences arising out of, in connection with, or directly or indirectly arising out of the use, generation, manufacture, production, storage, treatment, release, disposal or transportation of hazardous material by TENANT, or any sub-lessee of TENANT, or their respective agents, contractors, employees, or licensees, on, under, about or from the Premises, including, but not limited to, all foreseeable and unforeseeable costs, expenses, and liabilities related to any testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith deemed required, necessary or advisable by LANDLORD or any governmental authority, and any foreseeable or unforeseeable consequential damages. Any defense of LANDLORD pursuant to the foregoing indemnity shall be by counsel reasonably acceptable to LANDLORD. Neither the consent by LANDLORD to the use, generation, storage, release, disposal or transportation of hazardous material, nor TENANT's strict compliance with all hazardous material Legal Requirements, shall excuse TENANT from TENANT's indemnification obligations hereunder. The foregoing indemnity shall be in addition to and not a limitation of the other indemnification provisions of this Lease. TENANT's obligations hereunder shall survive the termination of this Lease.

26.3. TENANT shall notify LANDLORD in writing, immediately after any of the following: (a) TENANT has knowledge, or has reasonable cause to believe, that any hazardous material has been released, discharged or located on, under or about the Premises, whether or not the same is in quantities that would otherwise be reportable to a public agency; (b) TENANT receives any warning, notice of inspection, notice of violation or alleged violation, or TENANT receives notice or knowledge of any proceeding, investigation, order or enforcement action, under any Legal Requirements concerning the Premises; or (c) TENANT becomes aware of any Adverse Consequences made or threatened by any third party concerning the Premises respecting hazardous material.

27. ASSIGNMENT & SUBLETTING BY TENANT

27.1. TENANT shall not assign, mortgage or encumber this Lease, or sublet, suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of LANDLORD which consent shall not be unreasonably withheld or delayed and exercised in good faith, however, such consent shall not be unreasonably withheld. If this Lease is assigned, or if the Premises or part thereof are sublet or occupied by anyone other than TENANT without LANDLORD's prior written consent, such purported assignment or sublet shall be null and void; however, LANDLORD may collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent. LANDLORD's collection of Rent shall not be deemed a waiver

of this covenant, or the acceptance of the assignee, subtenant or occupant as TENANT, or serve to release TENANT from the performance of its obligations in this Lease. LANDLORD's consent to an assignment or sublet shall not be construed to relieve TENANT from obtaining LANDLORD's written consent to any further assignment or sublet.

27.2. For the purposes of this section, an "assignment" shall include the following: (a) if TENANT is a partnership, a withdrawal or change (voluntary, involuntary, by operation of law or otherwise) of any of the partners thereof, or the dissolution of the partnership; (b) if TENANT consists of more than one person, a purported assignment, transfer, mortgage or encumbrance (voluntary, involuntary, by operation of law or otherwise) from one unto the other(s); (c) if TENANT is a limited liability company or corporation, any dissolution, merger, consolidation or other reorganization, or any change in the ownership (voluntary, involuntary, by operation of law, creation of new stock or otherwise) of fifty percent (50%) or more of its capital stock from the ownership existing on the date of execution hereof; or (d) the sale of fifty percent (50%) or more of the value of the assets of TENANT.

27.3. If LANDLORD (in its sole and absolute discretion) gives its consent to any assignment of this Lease or to any sublease, TENANT and LANDLORD shall share equally in any overage paid by the assignee or SUB-TENANT for the premises.

28. MISCELLANEOUS PROVISIONS

28.1. Attorneys' Fees & Costs. If either party institutes an action to enforce any of the terms of this Lease or otherwise files suit to recover damages resulting from this Lease, each party shall be responsible for its attorneys' fees and court costs, including on appeal. All attorneys' fees shall be considered rent for purposes of Chapter 83 Florida Statutes.

28.2. Authority. The parties each warrant to each other that they have full power and authority to enter into this Lease and perform all obligations and duties described herein.

28.3. Brokers & Sales Associates. The parties agree to defend, indemnify, and hold the other party harmless against any Adverse Consequences made by any person or entity that represented or acted on behalf of a party (or claims to have represented or acted on behalf of the other party) with regard to this Lease. The provisions of this section shall survive the termination and/or expiration of this Lease.

28.4. Collections. TENANT agrees to pay the cost of collections, as well as reasonable attorneys' fees, costs and expenses, incurred by LANDLORD resulting from or necessitated by collection efforts for Rent, Charges or other amounts due under this Lease with TENANTS receiving credits for any amounts paid under Section 8.1.

28.5. Entire Contract. This writing constitutes the entire agreement between the parties and there are no reservations, understandings, side agreements, representations, warranties or other matter whatsoever not specifically set out herein.

28.6. Governing Law, Jurisdiction & Venue. This Lease, and any amendments and/or modifications shall be governed by the laws of the State of Florida and any action to enforce or interpret this Lease, in whole or in part, shall be brought in a court of competent jurisdiction in Hamilton County, Florida.

28.7. Headings. All sections and headings are used for convenience only and do not affect the construction or interpretation of the Lease.

28.8. Integration & Modification. This Lease, including all exhibits attached hereto, constitutes a complete and total integration of the agreement of the parties, and all antecedent agreements, promises, representations and affirmations, whether written or oral, are merged herein and superseded hereby. No oral promises, representation, or affirmations made contemporaneously with the execution of this Lease shall operate to modify, enlarge, or contradict its express terms. This Lease may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in writing and signed by the parties hereto.

28.9. No Recording. TENANT shall not record this Lease without the written consent of LANDLORD.

28.10. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28.11. Relationship of Parties. The relationship of the parties during the term of this Lease shall at all times be that of LANDLORD and TENANT. Anything to the contrary notwithstanding, LANDLORD shall in no event be deemed to be a partner or engaged in a joint venture with, or an associate or agent of TENANT in the conduct of its business, nor shall LANDLORD be liable for any debts incurred by TENANT in the conduct of its business or in the construction of the Premises by TENANT. Nothing in this Lease shall be deemed or construed to confer upon LANDLORD any interest in TENANT's business.

28.12. Rights Cumulative. The rights of LANDLORD under the foregoing shall be cumulative, and failure on the part of LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

28.13. Severability & Waiver. No waiver by LANDLORD of any provision in this Lease shall be deemed to have been made unless such waiver be in writing signed by LANDLORD. The failure of LANDLORD to insist upon the strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any such covenants, conditions or options, but the same shall continue and remain in full force and effect. No payment by TENANT of a lesser amount than the Rent due and owed shall be deemed to be other than on account of the stipulated Rent. If any clause provision of this Lease is illegal or unenforceable under present and future laws, then and in that event, the remainder of this Lease shall not be affected thereby.

28.14. Successors & Assigns. The parties agree that the provisions of this Lease are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate paragraph, and that all of the provisions shall bind and inure to the benefit of the parties, and their respective legal representatives, successors and assigns.

28.15. Time is of the Essence. It is understood and agreed between the parties that time is of the essence in this Lease and this applies to all terms and conditions contained herein.

28.16. Waiver of Jury Trial. To the extent allowed by applicable law, the parties expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding related to or concerning, directly or indirectly, the Lease or the conduct, omission, action, obligation, duty, right benefit, privilege or liability of a party to the Lease. This waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the parties, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The parties have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The parties further certify and represent to each other that no party, representative or agent of the respective parties (including without limitation their respective counsel) has represented, expressly or otherwise, to them or to their agents or representatives (including without limitation their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to the Lease and any future amendments, supplements or modifications to the Lease.

28.17. Notices. Whenever a notice is required to be sent under the terms of this Lease, the notice will be deemed to have been properly given or served (a) when delivered by personally delivery or, in the case of TENANT, when posted to the Premises, (b) when delivered to and receipted for by a recognized air courier service (i.e., Federal Express, UPS, DHL), or (c) when deposited in the United States mail with adequate postage prepaid and sent by certified mail, return receipt requested, and in all events when addressed to the parties to the addresses identified below, or to such other addresses as either party may specify in writing in accordance with this notice provision. All notices shall also be effective upon a party's refusal or failure to accept delivery. All notices shall be deemed delivered at the time of personal delivery, or, if mailed, when the notice is received by the addressee, as evidenced by the return receipt or the date of first attempted delivery if delivery is refused, and those given by electronic transmission shall be deemed given on the date of the electronic transmission. Either party may change its address by delivering written notice of such changes as provided by this section. If the United States Postal Service is unable to deliver any notice because of a change of address, the notice shall be deemed to have been received on the third day following the date the notice is postmarked.

28.18. Approval. LANDLORD nor TENANT shall unreasonably withhold or delay any approvals herein and all approvals shall be exercised in good faith.

(The remainder of this page is intentionally left blank.)

To LANDLORD:
Hamilton County Development Authority
1153 US Highway 41 NW, Suite 4
Jasper, Florida 32052

To TENANT:
Grazin' Grace LLC.
205 Hatley Street West
Jasper, FL 32052

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement as of the Effective Date.

Witnesses:

Print Name: Morgan Wheeler

Print Name: Rhett Bullard

LANDLORD:

HAMILTON COUNTY DEVELOPMENT AUTHORITY

By: Printed Name: Megan Carter
Title: Chairman

STATE OF FLORIDA
COUNTY OF SUWANNEE

I HEREBY CERTIFY that on this 18th day of December, 2025, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared the Landlord, **HAMILTON COUNTY DEVELOPMENT AUTHORITY** and the witnesses, Morgan Wheeler and Rhett Bullard, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of December, 2025.

KRISTY T MORGAN
Notary Public - State of Florida
Commission # HH 247411
My Comm. Expires May 20, 2026
Bonded through National Notary Assn.

Signature of Notary Public

Witnesses:

Print Name: Kim Warren

Print Name: Wayne Cribbs

TENANT:
GRAZIN' GRACE LLC

Grazin' Grace LLC.

By: _____
Printed Name: Terrie Warren
Title: Owner

STATE OF FLORIDA
COUNTY OF SUWANNEE

I HEREBY CERTIFY that on this 20th day of November, 2025, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared the Tenant, GRAZIN GRACE LLC and the witnesses, Kim Warren and Wayne Cribbs, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of November, 2025.

Wesley Jane Cribbs
Signature of Notary Public

WESLEY JANE CRIBBS
Commission # HH 487069
Expires February 23, 2028

FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN HAMILTON COUNTY DEVELOPMENT AUTHORITY AND GRAZIN' GRACE, LLC.

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("LEASE") made this 15th day of January, 2026 by and between, Hamilton County Development Authority, ("LANDLORD"), and Grazin' Grace LLC., ("TENANT") amends the Lease Agreement dated December 18, 2026.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LANDLORD and TENANT agree as follows:

1. PREMISES

1.1. LANDLORD leases to TENANT and TENANT rents from LANDLORD, the Premises located at 205 Hatley Street W. Jasper, FL 32052 ("Premises") upon the terms, covenants and conditions set forth in this Lease.

1.2. The use of the Premises shall be for restaurant and for no other purposes ("Permitted Use"), without prior LANDLORD approval.

1.3. LANDLORD shall deliver the Premises "as is." TENANT acknowledges and agrees that it has conducted a full inspection of the Premises and agrees to accept the Premises in an "as is" condition subject to any defects, whether known or unknown.

1.4. The Premises consists of approximately 3,300 square feet of building space and vacant land for parking space located on Hamilton County Parcel Nos. 6047-000 and 6045-005.

1.5. TENANT and LANDLORD contemplate that no portion of the leased Premises may be transferred or sold for value during the term of the Lease except as outlined herein.

2. TERM

2.1. Upon both parties' signatures on this Lease agreement, TENANT shall have a ninety (90) day period (DUE DILIGENCE) to determine, at TENANT'S sole discretion, the feasibility of TENANT'S proposed operational purpose (restaurant). Prior to the end of the DUE DILIGENCE period TENANT shall notify LANDLORD in writing at the address identified in the Lease of TENANT'S intent to proceed. Failure to do so makes this Lease null and void.

2.2. During the DUE DILIGENCE period, LANDLORD will make every reasonable effort to place a HVAC system and Fire Suppression system on the Premises. In the event that a HVAC system and/or Fire Suppression system cannot be placed on the Premises by the end of the DUE DILIGENCE period, TENANT and LANDLORD shall make reasonable efforts to accommodate the placement of HVAC and Fire Suppression system on the Premises.

2.3. The term of the Lease shall be for ten (10) years commencing on the 1st day of January, 2026 ("Commencement Date").

3. RENT, TAXES & SECURITY DEPOSIT

3.1. TENANT agrees to pay to LANDLORD ONE THOUSAND DOLLARS ($1,000.00), plus all applicable sales taxes payable monthly and in advance on the first day of each month from January 2026 until December 2026. TENANT agrees to pay to LANDLORD ONE THOUSAND

TWO HUNDRED DOLLARS ($1,200.00), plus all applicable sales taxes, payable monthly and in advance on the first day of each month from January 2027 until December 2027. ("Rent"). For years three through ten (3-10) will be calculated as ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) plus the prorated monthly property taxes for the Premises. LANDLORD shall advise TENANT of LANDLORD's payment of all real and personal (if any) taxes on the Premises LANDLORD pays. TENANT shall reimburse LANDLORD, at TENANT'S discretion, by paying all real and personal (if any) property taxes presented by LANDLORD for each year of tenancy. However, while TENANT can break up the reimbursement at TENANT'S discretion, TENANT shall pay the tax reimbursement at least quarterly to LANDLORD for any additional tax payments by LANDLORD beyond year ten (10) LANDLORD and TENANT will continue this practice. Upon written notice by TENANT prior to the initial ten (10) year term, TENANT shall have the option to renew this Lease and monthly rental shall be, at the time, negotiated between LANDLORD and TENANT.

3.2. Upon the Rental Commencement Date, TENANT'S rent and property tax payments shall be abated in accordance with the documented improvements to the Premises (not to exceed $50,000) made by the TENANT prior to issuance of Certificate of Occupancy to TENANT.

3.3. All monies due LANDLORD pursuant to this Lease shall be paid in lawful money of the United States of America to the LANDLORD without any prior notice or demand, and without any deduction or offset whatsoever. Rent shall be payable to LANDLORD and presented in person or mailed to LANDLORD at 1153 US Highway 41 NW Suite 4, Jasper, FL 32052 (or another address that may be designated by LANDLORD).

3.4. LANDLORD agrees to waive any security or other deposit.

4. TENANT'S COVENANTS & LANDLORD'S INDUCEMENT

4.1. TENANT specifically acknowledges that as inducement for LANDLORD to enter into this Lease, it has represented to LANDLORD that it shall, at a minimum, operate a restaurant with hours of operation Tuesday – Thursday 7:00 am – 3:00 pm, Friday – Saturday 6:00 am – 7 pm, and Sunday 10:30 am – 3:00 pm by the end of year one (1).

4.2. LANDLORD shall have the right to terminate this agreement upon thirty (30) days' notice to the extent TENANT defaults under the terms of this Lease, unless there is delay in the opening of the restaurant identified in Paragraph 4.1 is not caused by the TENANT.

4.3. During the initial term of this Lease, TENANT shall have the right to terminate this LEASE upon thirty (30) days within notice to LANDLORD from the date of TENANT'S last day of operation without any penalty to TENANT

5. EXPENSES

5.1. Triple-Net Lease. It is the intention of parties that this Lease is a triple-net Lease, and TENANT is to pay LANDLORD monthly in advance and, in addition to rent and taxes TENANT shall pay all expenses relating to Premises ("Expenses").

5.2. Expenses. The Expenses to be paid by TENANT shall include, but not be limited to the following:

5.2.1. All utilities.

5.2.2. All insurance for the Premises.

5.2.3. All roofing repairs and maintenance.

6. ADDITIONAL CHARGES & INTEREST

6.1. Late Fees & Interest. If TENANT fails to pay any amount due under this Lease ("Delinquent Amount"), including without limitation, Rent, Expenses and/or Charges (as defined below), within ten (10) days following the date the Delinquent Amount(s) becomes due and payable, TENANT shall pay to LANDLORD a late fee of TWENTY FIVE DOLLARS ($25.00) per delinquent monthly payment. LANDLORD and TENANT agree that such late fee represents a reasonable estimate of additional administrative expenses incurred by LANDLORD in processing the Delinquent Amount(s). TENANT's payment of any late fees shall not extend the date for payment of any sums due under this Lease or relieve TENANT of its obligation to pay all such sums at the agreed upon time. All late fees shall be considered rent or additional rent for purposes of Chapter 83, Florida Statutes. Delinquent Amounts shall bear interest at the rate of 18% per annum.

6.2. LANDLORD's Right to Cure & Offset. LANDLORD shall have the right, but not the obligation, to cure any default of TENANT under the provisions of this Lease and add the cost to the next period's Rent. If any sums are payable by LANDLORD to TENANT pursuant to any provision of this Lease, LANDLORD shall have the right to first offset from such sum any amounts that are currently payable by TENANT to LANDLORD pursuant to any provision contained in this Lease. Nothing in this section shall be deemed a waiver by LANDLORD of any rights accruing to LANDLORD upon default either by the provisions of this Lease or by operation of law.

6.3. Charges for Services. Any late charges, interest and/or charges against TENANT by LANDLORD for services or work done on or to the Premises under this Lease shall be considered Rent, and shall be included in any lien for Rent due and unpaid ("Charges"). Charges shall, at LANDLORD'S option, be paid upon demand or added to the next month's Rent, together with an added amount equal to five percent (5%) of the total cast of repair. Said added amount shall serve to reimburse LANDLORD for administrative and managerial related expenses.

6.4. Priority of Payments. Notwithstanding anything to the contrary contained in this Lease, to the extent that TENANT is in default of its obligations under this Lease beyond the expiration of any notice, grace or cure periods, all payments made by TENANT and received by LANDLORD during such time may be applied, in LANDLORD's sole and absolute discretion, to any outstanding arrearages owed by TENANT to LANDLORD, irrespective of any payment characterization TENANT may designate for any such payment.

7. PURCHASE PRICE DURING INITIAL TERM AND FREE PUBLIC PAKING ON PARCEL NO. 6045-005

7.1. At anytime after abatement exhausts during the initial ten (10) years of this Lease, TENANT shall have the right to purchase the Premises (Parcel Nos.: 6047-000 and 6045-005) for an amount approved/negotiated by LANDLORD not to exceed $217,000.00.

7.2. TENANT at all times during its tenancy, shall allow free public parking on Parcel No. 6045-005 (parking behind building).

8. QUIET ENJOYMENT

8.1. Subject to restrictions and covenants contained in this Lease, LANDLORD promises and warrants that for the duration of this Lease and so long as TENANT is not in default under the terms of this Lease, TENANT shall at all times peaceably and quietly occupy and enjoy the Premises.

9. COMPLIANCE, NUISANCE & PROHIBITED ACTIVITIES

9.1. TENANT shall, at its sole expense, comply at all times with all applicable federal, state and local laws, statutes, rules, licenses, requirements, orders, directives, codes, ordinances and regulations ("Legal Requirement(s)") arising from or out of TENANT's business or use or occupation of the Premises and TENANT's construction related in any way to the Premises, and any Improvements (as defined below) at or to the Premises, including, without limitation, procuring, maintaining, and making available for LANDLORD's inspection any required governmental licenses or permits.

9.2. TENANT shall keep the Premises, and every part thereof, in a clean and reputable condition, free from any objectionable noises, loud music, odors or nuisances, No smoking, not alcohol hall be allowed by TENANT of the Premises.

9.3. TENANT must not allow or cause the use of the Premises in any way that constitutes either a public or a private nuisance or in any way unreasonably interferes with any other Tenants, or their respective neighbors, whether residential, commercial or otherwise. In addition, TENANT shall not use the Premises, or permit or fail to prevent the Premises to be used: (a) for any purpose or in any manner that violates any Legal Requirement; (b) for any purpose that alters the classifications or increases the rate of any insurance on he Premises; (c) to conduct an auction, distress, fire, bankruptcy or going out o business sale or similar sales; (d) to keep live animals of any kind unless otherwise permitted by this Lease; (e) to create a nuisance or waste; or (f) to violate any certificate of occupancy issued for the Premises.

9.4. TENANT shall not:

9.4.1 Disfigure or deface any part of the Premises.

9.4.2 Place, affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items outside the Premises, the glass panes and supports of the show windows, or any window, door, roof of the Premises, except such signs as LANDLORD shall approve in writing, which shall not be unreasonably withheld.

9.4.3 Overload the floor or any mechanical, electrical, plumbing or utility systems serving the Premises.

9.4.4 Do anything to, or suffer anything to be done, upon the Premises that will damage the Premises.

9.4.5 Permit the accumulation of waste or refuse matter.

9.4.6 TENANT shall not cease operations for more than three (3) consecutive weeks.

10. IMPACT FEES

10.1. TENANT recognizes that the governing county and/or municipality's water and sewer authority or public works department or other agencies may require connection fees beyond any fees that may have already been paid for by LANDLORD ("Additional Connection Fees"). If any Additional Connection Fees are levied against the Premises as a result of TENANT's Permitted Use, then TENANT shall pay such Additional Connection Fees.

11. ACCEPTANCE & CONDITION OF PREMISES

11.1. TENANT accepts the Premises in "as is" condition and agrees to maintain the Premises
11.1. in good order, condition and repair for the duration of the Lease.

11.2 TENANT agrees to pay LANDLORD immediately on demand for any damage to the Premises or other property of LANDLORD caused by any act or neglect of TENANT or its Agents or Licensees.

12. REPAIRS & MAINTENANCE

12.1. With respect to the Premises, TENANT, at its sole cost and expense, shall maintain and repair the entirety of the Leased Premises, including without limitation: (1) repair, replace and maintain the plumbing, light fixtures, electric control panels and all interior plumbing and electrical lines connecting thereto; (2) repair, replace and maintain all items that are necessary to keep the Premises in good state of repair, including without limitation, replacement of all parts, filters and/or refrigerators, when needed; (3) repair, replace and maintain all glass, including without limitation, windows and doors to the extent damaged or destroyed by acts of vandalism; (4) maintain them in a good and clean condition, providing regular janitorial service, interior glass cleaning and carpet cleaning as required, monthly pest control; (5) perform such maintenance, repair and replacement as necessary to keep the Premises in substantially the same condition as of the date this Lease, except for ordinary wear and tear; and (6) paint the interiors Premises.

12.2. Upon notice to TENANT and to the extent TENANT otherwise fails to perform it obligations under this section, LANDLORD shall have the right, but not the obligation, to undertake maintenance, repair and/or replacement as deemed necessary in LANDLORD's reasonable discretion exercised in good faith.

13. ALTERATIONS & IMPROVEMENTS

13.1 Unless expressly stated in this Lease, LANDLORD is not responsible or obligated to make any alterations, modifications or improvements to the Premises ("Improvements").

13.2 Except as provided by this Lease, TENANT shall not make any Improvements without the written consent of LANDLORD, which consent shall not be unreasonably withheld. To the extent TENANT wishes to make Improvements, TENANT shall make such request in writing to LANDLORD and provide to LANDLORD a detailed explanation of such request, including the attendant need. Such request shall also include a detailed floor plan, if applicable. Any and all Improvements shall be at TENANT's sole cost and expense. If approved by LANDLORD and otherwise applicable, TENANT shall provide a copy of the certificate of completion/occupancy within ten (10) days of receipt of same. LANDLORD acknowledges that TENANT shall be entitled to make the necessary Improvements to the Premises.

13.3 TENANT shall at all times comply with Legal Requirements applicable to Improvements. All Improvements, except movable office furniture, displays and trade fixtures, shall become the

property of LANDLORD as of the date such improvements are made, and remain on and become a part of the Premises to be surrendered with the Premises at the termination of this Lease.

13.4 TENANT acknowledges that the Premises may constitute a place of public accommodation or a commercial facility under Title III of the Americans With Disabilities Act, 42 U.S.C. Section 12181, as amended ("ADA") and that the ADA is applicable to owners and TENANTs of places of public accommodation and commercial facilities. TENANT further acknowledges that any structural alteration to the Premises must comply with all Legal Requirements, including without limitation, the ADA and accessibility standards set forth in the rules promulgated by the United States Department of Justice, 28 CFR Section 36.101, et seq., as amended. TENANT shall comply with all said requirements, if applicable.

13.5 Any equipment located on the Premises purchased with funds from LANDLORD shall remain the property of LANDLORD in the event of TENANT'S default. Otherwise, equipment will remain with TENANT upon TENANT'S purchase of the Premises.

14. LIENS PROHIBITED

14.1. TENANT shall not permit any liens to attach to any interest in the Premises, including without limitation, liens resulting from construction, labor, services or materials. In the event such liens do attach, TENANT agrees to pay and discharge same forthwith, or at TENANT's option, post a bond in accordance with to Chapter 713, Florida Statutes, so long as the lien is wholly transferred to security other than the Premises or Grounds. LANDLORD hereby notifies all persons and entities that any lien claimed by any party as the result of additions or improvements to the Premises pursuant to a contract with TENANT, or with any person other than LANDLORD, shall extend to, and only to, the right, title and interest in and to the Premises, if any, of TENANT. In accordance with the provisions of Chapter 713, Florida Statutes, this paragraph shall be construed to prohibit LANDLORD's interest in the Premises or Common Area to be subject to any lien caused TENANT

15. RIGHT OF ENTRY

15.1. Upon reasonable advance notice to TENANT, LANDLORD shall have the right to enter the Premises during all reasonable hours, to examine the Premises, to make repairs, additions, or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises or common areas, or to exhibit the Premises to others (including prospective Tenants).

16. INSURANCE

16.1. TENANT shall keep the Premises insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Premises, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Premises.

16.2. TENANT shall keep its personal property and trade fixtures in the Premises insured with "all risks" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. TENANT shall also keep any non-buildings-standard improvements made to the Premises by the TENANT insured to the same degree as TENANT'S personal property.

16.3. TENANT shall procure and maintain in full force and effect during the term of this Lease, at its sole expense, public liability insurance adequate to protect against liability or damage claims

through use of or arising out of accidents in or around the leased Premises in the minimum amount of One Million Dollars ($1,000,000.00) for each person injured, Two Million Dollars ($2,000,000.00) for any one accident, One Hundred Thousand Dollars ($100,000.00) for property damage, and Five Thousand Dollars ($5,000.00) for medical expenses. Such insurance policies shall provide coverage for LANDLORD'S contingent liability on such claims or losses by always naming LANDLORD as an additional insured on all insurance policies identified herein. TENANT agrees to obtain a written obligation from all insurers to notify LANDLORD in writing at least thirty (30) calendar days prior to cancellation or refusal to renew any such policies.

16.4. All insurance policies required by this Lease shall: (a) be issued by insurance companies licensed to do business in the State of Florida with general policyholder's ratings of at least A- (A minus) and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the Commencement Date (if the *Best's* ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies); (b) name the LANDLORD as an additional insured (other landlords or TENANTs may also be added as additional insureds in a blanket policy); (c) be primary policies - not as contributing with, or in excess of, the coverage that the other party may carry; (d) be permitted to be carried through a "blanket policy" or "umbrella" coverage; and (e) be maintained during the entire Lease term, including any extensions.

16.5. By the Commencement Date and upon each renewal of its insurance policies, TENANT shall give certificates of insurance to LANDLORD. The certificate shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed above. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If TENANT fails to give the required certificate within thirty (30) days after notice of demand for it, LANDLORD may obtain and pay for that insurance and receive reimbursement from the party required to have the insurance.

17. LANDLORD'S LIABILITY

17.1. LANDLORD, its Board, members, subsidiaries, affiliates, managers, officers, directors, agents, employees or mortgagees (collectively "Indemnitee" or "Indemnitees"), shall not be liable for, and TENANT, to the fullest extent permitted by law, waives all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities (whether known or unknown, whether absolute or contingent, whether liquidated or non-liquidated, and whether due or to become due), obligations, taxes, liens, losses, expenses, and fees, including all attorneys' fees and court costs ("Adverse Consequences"), including, but limited to consequential damages, against LANDLORD, its agents and employees, for any injury to TENANT's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of TENANT, its employees, invitees, customers, agents or contractors or any other person in or about the Premises, caused by or resulting from or as a result of: (a) fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises; (b) defects in the Premises, including without limitation, latent defects in the construction of the Premises; (c) the breakage, leakage, obstruction, failure, or other defects of the utility installations, air conditioning system or other components of the Premises; (d) the exercise by LANDLORD of its rights or obligations under this Lease; (e) acts or omissions of persons on the Premises; or (f) the negligent acts or omissions of LANDLORD or its Indemnitees. Except as otherwise expressly provided herein, LANDLORD makes no representations or warranties whatsoever with respect to any air conditioning system or utility installations existing now or in the future. Except as otherwise expressly provided herein, LANDLORD shall not be liable in damages or otherwise for any discontinuance, failure or interruption of services to the

Premises of utilities, the air conditioning system, or any other services and TENANT shall have no right to terminate this Lease or withhold Rent because of the same.

18. INDEMNIFICATION

18.1. TENANT shall indemnify, protect, defend, and hold LANDLORD and its Indemnitees harmless from and against any and all Adverse Consequences occurring during the term of this Lease arising out of or in connection with loss of life, personal injury, property damage or otherwise arising from: (a) the use, occupation, improvement or maintenance of the Premises or any work or activity in or about the Premises by TENANT or its Agents or Licensees; (b) the filing or potential filing of any mechanic's or materialmen's lien against the Premises in connection with any work done or caused to be done by TENANT; (d) any breach or failure to perform any obligation imposed on TENANT under this Lease; or (e) any act or omission of TENANT or its Agents or Licensees. Upon notice from LANDLORD, TENANT shall, at TENANT's sole expense and by counsel reasonably satisfactory to LANDLORD, defend any action or proceeding brought against LANDLORD by reason of any such Adverse Consequences. If Indemnitees are made a party to any litigation commenced against TENANT with respect to any Adverse Consequences and TENANT is obligated to indemnify the LANDLORD pursuant to this Lease, then TENANT shall indemnify, protect, defend, and hold each of such persons harmless from and against any and all Adverse Consequences arising out of such litigation or incurred or paid by any such person in connection with such litigation. The obligations of this section shall survive the termination of this Lease.

18.2. Notwithstanding any other provision of this Lease to the contrary, LANDLORD, as a political subdivision of the State of Florida, is bound by and does not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting liability.

19. PROPERTY DAMAGE

19.1. To the fullest extent permitted by applicable law, TENANT shall defend, indemnify, protect and hold harmless LANDLORD and its Indemnitees from and against any and all Adverse Consequences that any of such parties may suffer or incur, resulting from, arising out of, relating to or caused by acts of vandalism or by the use, misuse or abuse of water or the water pipes or fixtures, gas pipes or fixtures, electric wires or fixtures, heating apparatus, drains, plumbing and other fixtures and apparatus or personal property in the Premises, or by the bursting or leaking of water or any other pipes, roof leaks or act of negligence of any third party, or by any nuisance made or suffered on the Premises ("Property Damage"), and regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the Indemnitees.

19.2. TENANT shall promptly cause all Property Damage to be repaired at its sole expense. Upon notice to TENANT and to the extent TENANT otherwise fails to perform it obligations under this section, LANDLORD shall have the right, but not the obligation, to undertake maintenance, repair or replacement. All personal property located within the Premises shall be at the risk of the TENANT. LANDLORD shall not be liable for any damage caused by gross negligence or intentional misconduct to said personal property, or to the TENANT arising from Property Damage.

19.3. If the Premises are destroyed or so damaged by fire or other casualty during the term of the Lease as to become un-tenantable, or if any part of the remainder of the Grounds is so destroyed that TENANT cannot conduct its Permitted Use, without fault of TENANT or TENANT's Agents ("Occurrence"), LANDLORD shall have the right, but not the obligation, to render the Premises tenantable by repairing same within one hundred and twenty (120) days from TENANT's notice to LANDLORD. TENANT shall not be obligated to pay Rent during the period

of time that the Premises are un-tenantable. In no event shall Rent abate if the damage or destruction of the Premises, whether total or partial, is the result of the negligence or willful conduct of TENANT and its Agents, and under such circumstances TENANT shall be fully responsible to return the Premises to the same condition as existed prior to the Occurrence. If the Premises remain tenantable after the Occurrence and TENANT can continue its Permitted Use, (a) TENANT shall promptly make all necessary repairs to return the Premises to the condition as existed prior to the Occurrence, (b) this Lease shall otherwise remain in full force and effect, and (c) there shall be no abatement of Rent. Notwithstanding anything herein to the contrary, in the event the leased Premises are deemed un-tenantable, LANDLORD or TENANT may at their option terminate this Lease.

19.4. All personal property located on the Premises shall be and remain at TENANT'S sole risk of loss, and TENANT shall be responsible for providing any and all insurance coverage related to same, including without limitation, personal property, hazard and theft insurance.

20. CONSTRUCTION

20.1. All construction work to be done by TENANT shall be performed at TENANT's expense, and all work (except work related to installation of TENANT's personal property) shall be awarded by TENANT to a Florida licensed contractor approved by the LANDLORD. The Premises shall be constructed in accordance with the approved working drawings, and TENANT shall cause the improvements to be constructed and completed with due diligence, in a good and workmanlike "first class" manner.

21. EMINENT DOMAIN

21.1. Total Taking. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority or under threat of and in lieu of condemnation ("taken" or "taking"), this Lease shall terminate as of the date of such taking, and Rent and other charges shall be adjusted as of the date of such termination and LANDLORD and TENANT shall have no further liability or obligation, except for any provisions hereunder that expressly survive the expiration or earlier termination of this Lease.

21.2. Partial Taking; Right to Terminate. If only a portion of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, LANDLORD shall have the right to terminate this Lease as of the date TENANT is required to vacate the portion of the Premises taken, upon giving notice of such election to TENANT within thirty (30) days after receipt of written notice that said Premises have been or will be so taken. In the event of such termination, Rent and other charges shall be adjusted as of the date of termination and both LANDLORD and TENANT shall be released from any liability or obligation under this Lease, except for any provisions hereunder that expressly survive the expiration or earlier termination of this Lease.

21.3. Award. LANDLORD shall be entitled to the entire condemnation award for any taking of the Premises, the Common Area or any part thereof, with the exception of reimbursement to TENANT for any portion of TENANT'S unamortized improvements to the premises. TENANT assigns to LANDLORD all rights to damages on account of any taking or condemnation for which damages are payable. In furtherance of the foregoing, TENANT shall execute such instruments of assignment as LANDLORD requires, join with LANDLORD in any action for recovery of damages, if requested by LANDLORD, and turn over to LANDLORD any damages recovered in a proceeding. If TENANT fails to execute instruments required by LANDLORD, or undertake such other steps as requested, LANDLORD shall be deemed the duly authorized irrevocable

agent and attorney-in-fact of TENANT to execute such instruments and undertake such steps on behalf of TENANT.

22. LANDLORD'S OR TENANT'S DEFAULT

If LANDLORD or TENANT fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice specifically describing such default from TENANT or LANDLORD or, when more than thirty (30) days shall be required because of the nature of the default, if LANDLORD or TENANT shall fail to proceed diligently to cure such default after written notice thereof from LANDLORD or TENANT, said failure shall constitute a default by TENANT or LANDLORD under this Lease.

23. TENANT'S DEFAULT

23.1. Unless otherwise provided for by this Lease, TENANT shall be in default of this Lease upon the occurrence of any of the following:

If Rent, Charges or any other monies due under this Lease, or any part thereof, are not paid when due and remains unpaid for a period of ten (10) days;

23.1.1 If TENANT fails to promptly perform any covenant, condition or obligation contained in this Lease and such failure continues for a period of ten (10) days after notice in writing specifying the nature of such failure;

23.1.2 A determination by LANDLORD that TENANT has submitted a false report required to be furnished under this Lease;

23.1.3 TENANT's vacating or abandoning the Premises, which is defined as the cessation of business operations for a period of fifteen (15) days or more;

23.1.4 TENANT's interest is involuntarily sold by execution, legal process or otherwise;

23.1.5 The seizure, sequestration or impounding by virtue of or under authority of any legal proceeding of any of the personal property or fixtures of TENANT used in or incident to the Permitted Use, if such action affects TENANT's Permitted Use;

23.1.6 This Lease or TENANT's interest herein or in the Premises or any improvements thereof or any property of TENANT are executed upon or attached;

23.1.7 A general assignment by TENANT for the benefit of creditors;

23.1.8 The Premises come into the hands of any person other than expressly permitted under this Lease;

23.1.9 The filing of any action or proceeding, voluntarily or involuntarily, by or against TENANT under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

23.1.10 Appointment of a receiver or trustee to take possession of TENANT's assets and such receivership remains un-dissolved for a period of thirty (30) days;

23.1.11 Attachment, execution or judicial seizure of TENANT's assets of the Premises, such attachment or seizure remaining pending for at least thirty (30) days;

23.1.12 An admission or declaration of insolvency by TENANT;

23.1.13 Any claim or lien is asserted or recorded against the interest of LANDLORD in the Premises or the Common Area, or any portion thereof, on the account of, or extending from any improvement or work done by or at the instance, or for the benefit of TENANT, or any person claiming by, through or under TENANT or from any improvement or work the cost of which is the responsibility of TENANT; or

23.1.14 The default by TENANT or any of its affiliated entities under any other lease with LANDLORD or any of its affiliated entities.

23.2. Notwithstanding the foregoing, in the event that within any rolling twelve (12) month period TENANT is late in payment of Rent on at least three (3) occasions, or if TENANT or any of TENANT's sub-TENANTs (if otherwise allowed) fail to promptly perform any covenant, condition or provision of this Lease, then TENANT shall be in default under this Lease, whether or not TENANT has timely cured same. In such event, LANDLORD shall immediately be entitled to exercise any remedies that may be available to LANDLORD upon said default without any further obligation to provide notice or an opportunity for TENANT to cure the same.

24. LANDLORD'S REMEDIES

24.1. If TENANT defaults in the performance of its obligations under this Lease, LANDLORD shall have all rights and remedies available under this Lease and applicable law.

25. TENANT'S REMEDIES

25.1. In the event of a default by LANDLORD, TENANT may (after the expiration of the notice and cure period) terminate this Lease and sue LANDLORD for TENANT's actual and direct monetary damages arising as a result of such default.

26. HAZARDOUS MATERIALS

26.1. TENANT shall not generate, store, handle, release, discharge, or otherwise deal with any material classified as a "hazardous material" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), or any similar or related federal, state or local statutes, rules, regulations or ordinances. Without limiting the generality of the foregoing, TENANT expressly covenants and agrees that it shall not, nor shall it permit anyone to:

26.1.1. Use asbestos or any asbestos-containing materials in the Premises or in the Common Area;

26.1.2. Use any liquid-filled transformers on the Premises unless consented to by LANDLORD in writing and confirmed by an outside authoritative source to be free of polychlorinated biphenyls (PCB's);

26.1.3. Install any underground storage tanks, unless consented to by LANDLORD in writing and specifically approved and certified to be in compliance with applicable code requirements; or

26.1.4. Store any opened containers of combustible products, such as cleaning solvents, in other than metal containers and cabinets approved by LANDLORD in writing.

26.2. TENANT shall indemnify, protect, defend, and hold LANDLORD and its Indemnitees harmless from and against any and all Adverse Consequences arising out of, in connection with, or directly or indirectly arising out of the use, generation, manufacture, production, storage, treatment, release, disposal or transportation of hazardous material by TENANT, or any sub-lessee of TENANT, or their respective agents, contractors, employees, or licensees, on, under, about or from the Premises, including, but not limited to, all foreseeable and unforeseeable costs, expenses, and liabilities related to any testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith deemed required, necessary or advisable by LANDLORD or any governmental authority, and any foreseeable or unforeseeable consequential damages. Any defense of LANDLORD pursuant to the foregoing indemnity shall be by counsel reasonably acceptable to LANDLORD. Neither the consent by LANDLORD to the use, generation, storage, release, disposal or transportation of hazardous material, nor TENANT's strict compliance with all hazardous material Legal Requirements, shall excuse TENANT from TENANT's indemnification obligations hereunder. The foregoing indemnity shall be in addition to and not a limitation of the other indemnification provisions of this Lease. TENANT's obligations hereunder shall survive the termination of this Lease.

26.3. TENANT shall notify LANDLORD in writing, immediately after any of the following: (a) TENANT has knowledge, or has reasonable cause to believe, that any hazardous material has been released, discharged or located on, under or about the Premises, whether or not the same is in quantities that would otherwise be reportable to a public agency; (b) TENANT receives any warning, notice of inspection, notice of violation or alleged violation, or TENANT receives notice or knowledge of any proceeding, investigation, order or enforcement action, under any Legal Requirements concerning the Premises; or (c) TENANT becomes aware of any Adverse Consequences made or threatened by any third party concerning the Premises respecting hazardous material.

27. ASSIGNMENT & SUBLETTING BY TENANT

27.1. TENANT shall not assign, mortgage or encumber this Lease, or sublet, suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of LANDLORD which consent shall not be unreasonably withheld or delayed and exercised in good faith, however, such consent shall not be unreasonably withheld. If this Lease is assigned, or if the Premises or part thereof are sublet or occupied by anyone other than TENANT without LANDLORD's prior written consent, such purported assignment or sublet shall be null and void; however, LANDLORD may collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent. LANDLORD's collection of Rent shall not be deemed a waiver

of this covenant, or the acceptance of the assignee, subtenant or occupant as TENANT, or serve to release TENANT from the performance of its obligations in this Lease. LANDLORD's consent to an assignment or sublet shall not be construed to relieve TENANT from obtaining LANDLORD's written consent to any further assignment or sublet.

27.2. For the purposes of this section, an "assignment" shall include the following: (a) if TENANT is a partnership, a withdrawal or change (voluntary, involuntary, by operation of law or otherwise) of any of the partners thereof, or the dissolution of the partnership; (b) if TENANT consists of more than one person, a purported assignment, transfer, mortgage or encumbrance (voluntary, involuntary, by operation of law or otherwise) from one unto the other(s); (c) if TENANT is a limited liability company or corporation, any dissolution, merger, consolidation or other reorganization, or any change in the ownership (voluntary, involuntary, by operation of law, creation of new stock or otherwise) of fifty percent (50%) or more of its capital stock from the ownership existing on the date of execution hereof; or (d) the sale of fifty percent (50%) or more of the value of the assets of TENANT.

27.3. If LANDLORD (in its sole and absolute discretion) gives its consent to any assignment of this Lease or to any sublease, TENANT and LANDLORD shall share equally in any overage paid by the assignee or SUB-TENANT for the premises.

28. MISCELLANEOUS PROVISIONS

28.1. Attorneys' Fees & Costs. If either party institutes an action to enforce any of the terms of this Lease or otherwise files suit to recover damages resulting from this Lease, each party shall be responsible for its attorneys' fees and court costs, including on appeal. All attorneys' fees shall be considered rent for purposes of Chapter 83 Florida Statutes.

28.2. Authority. The parties each warrant to each other that they have full power and authority to enter into this Lease and perform all obligations and duties described herein.

28.3. Brokers & Sales Associates. The parties agree to defend, indemnify, and hold the other party harmless against any Adverse Consequences made by any person or entity that represented or acted on behalf of a party (or claims to have represented or acted on behalf of the other party) with regard to this Lease. The provisions of this section shall survive the termination and/or expiration of this Lease.

28.4. Collections. TENANT agrees to pay the cost of collections, as well as reasonable attorneys' fees, costs and expenses, incurred by LANDLORD resulting from or necessitated by collection efforts for Rent, Charges or other amounts due under this Lease with TENANTS receiving credits for any amounts paid under Section 8.1.

28.5. Entire Contract. This writing constitutes the entire agreement between the parties and there are no reservations, understandings, side agreements, representations, warranties or other matter whatsoever not specifically set out herein.

28.6. Governing Law, Jurisdiction & Venue. This Lease, and any amendments and/or modifications shall be governed by the laws of the State of Florida and any action to enforce or interpret this Lease, in whole or in part, shall be brought in a court of competent jurisdiction in Hamilton County, Florida.

28.7. Headings. All sections and headings are used for convenience only and do not affect the construction or interpretation of the Lease.

28.8. Integration & Modification. This Lease, including all exhibits attached hereto, constitutes a complete and total integration of the agreement of the parties, and all antecedent agreements, promises, representations and affirmations, whether written or oral, are merged herein and superseded hereby. No oral promises, representation, or affirmations made contemporaneously with the execution of this Lease shall operate to modify, enlarge, or contradict its express terms. This Lease may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in writing and signed by the parties hereto.

28.9. No Recording. TENANT shall not record this Lease without the written consent of LANDLORD.

28.10. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28.11. Relationship of Parties. The relationship of the parties during the term of this Lease shall at all times be that of LANDLORD and TENANT. Anything to the contrary notwithstanding, LANDLORD shall in no event be deemed to be a partner or engaged in a joint venture with, or an associate or agent of TENANT in the conduct of its business, nor shall LANDLORD be liable for any debts incurred by TENANT in the conduct of its business or in the construction of the Premises by TENANT. Nothing in this Lease shall be deemed or construed to confer upon LANDLORD any interest in TENANT's business.

28.12. Rights Cumulative. The rights of LANDLORD under the foregoing shall be cumulative, and failure on the part of LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

28.13. Severability & Waiver. No waiver by LANDLORD of any provision in this Lease shall be deemed to have been made unless such waiver be in writing signed by LANDLORD. The failure of LANDLORD to insist upon the strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any such covenants, conditions or options, but the same shall continue and remain in full force and effect. No payment by TENANT of a lesser amount than the Rent due and owed shall be deemed to be other than on account of the stipulated Rent. If any clause provision of this Lease is illegal or unenforceable under present and future laws, then and in that event, the remainder of this Lease shall not be affected thereby.

28.14. Successors & Assigns. The parties agree that the provisions of this Lease are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate paragraph, and that all of the provisions shall bind and inure to the benefit of the parties, and their respective legal representatives, successors and assigns.

28.15. Time is of the Essence. It is understood and agreed between the parties that time is of the essence in this Lease and this applies to all terms and conditions contained herein.

28.16. Waiver of Jury Trial. To the extent allowed by applicable law, the parties expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding related to or concerning, directly or indirectly, the Lease or the conduct, omission, action, obligation, duty, right benefit, privilege or liability of a party to the Lease. This waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the parties, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The parties have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The parties further certify and represent to each other that no party, representative or agent of the respective parties (including without limitation their respective counsel) has represented, expressly or otherwise, to them or to their agents or representatives (including without limitation their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to the Lease and any future amendments, supplements or modifications to the Lease.

28.17. Notices. Whenever a notice is required to be sent under the terms of this Lease, the notice will be deemed to have been properly given or served (a) when delivered by personally delivery or, in the case of TENANT, when posted to the Premises, (b) when delivered to and receipted for by a recognized air courier service (i.e., Federal Express, UPS, DHL), or (c) when deposited in the United States mail with adequate postage prepaid and sent by certified mail, return receipt requested, and in all events when addressed to the parties to the addresses identified below, or to such other addresses as either party may specify in writing in accordance with this notice provision. All notices shall also be effective upon a party's refusal or failure to accept delivery. All notices shall be deemed delivered at the time of personal delivery, or, if mailed, when the notice is received by the addressee, as evidenced by the return receipt or the date of first attempted delivery if delivery is refused, and those given by electronic transmission shall be deemed given on the date of the electronic transmission. Either party may change its address by delivering written notice of such changes as provided by this section. If the United States Postal Service is unable to deliver any notice because of a change of address, the notice shall be deemed to have been received on the third day following the date the notice is postmarked.

28.18. Approval. LANDLORD nor TENANT shall unreasonably withhold or delay any approvals herein and all approvals shall be exercised in good faith.

(The remainder of this page is intentionally left blank.)

To LANDLORD:
Hamilton County Development Authority
1153 US Highway 41 NW, Suite 4
Jasper, Florida 32052

To TENANT:
Grazin' Grace LLC.
205 Hatley Street West
Jasper, FL 32052

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement as of the Effective Date.

Witnesses:

Print Name: Rhett Bullard

Print Name: Lowell Klepper

LANDLORD:

HAMILTON COUNTY DEVELOPMENT AUTHORITY

By: Megan Carter
Printed Name: Megan Carter
Title: Chairman

STATE OF FLORIDA
COUNTY OF SUWANNEE

I HEREBY CERTIFY that on this 15th day of January, 2026, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared the Landlord, HAMILTON COUNTY DEVELOPMENT AUTHORITY and the witnesses, Rhett Bullard and Lowell Klepper, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of January, 2026.

Signature of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
LESLIE S. CARTER
MY COMMISSION # HH502373
EXPIRES: March 11, 2028

Witnesses:

Print Name: Rhett Ballard

Print Name: Lowell Klepper

TENANT:
GRAZIN' GRACE LLC

By: _____
Printed
Name: Terrie Warren
Title: Owner

STATE OF FLORIDA
COUNTY OF SUWANNEE

I HEREBY CERTIFY that on this 15th day of January, 2026, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared the Tenant, GRAZIN GRACE LLC and the witnesses, Rhett Ballard and Lowell Klepper, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of January, 2026.

Leslie S. Carter
Signature of Notary Public

LESLIE S. CARTER
MY COMMISSION # HH502373
EXPIRES: March 11, 2028

Hardware Store Reopening

1102 NW US 41, Jasper, Florida

Applicant	Aaron D. Boone, PowerGear, LLC
Business address	1977 Northgate Blvd, Sarasota, FL 34234
Property	1102 NW US 41, Jasper, Florida — about 13,000 sq ft, commercial, owned by the applicant
Existing tenancy	Part of the building is occupied. That tenancy is expected to remain during startup.
Meeting request	October 15, 2026, or November 19, 2026 if the October agenda is already closed

Project

Reopen a full-line hardware store in Jasper in the space left by the prior hardware store, and operate a related trade-supply business from the same building.

PowerGear is an existing Florida company selling utility, arborist, and safety gear. The Jasper location is a return of that business to the applicant's hometown, with a walk-in hardware store added for local contractors and residents.

Use of the building

- Retail hardware, farm and feed, and related supplies
- Trade and contractor sales
- Inventory storage and will-call
- Limited existing tenancy to remain during startup

Work required to open

- Interior retail buildout: shelving, sales counter, lighting, and inventory
- HVAC and other building systems as needed for retail occupancy
- Lot and access improvements, including failed pavement
- Signage, exterior appearance, and code items required to open to the public

Why it matters locally

Jasper has lost its hardware store. For a county seat of about 3,000 people, that is not a small gap. Residents, farms, and contractors now leave town for nails, plumbing parts, paint, tools, and job-site supplies. That spending, and the sales tax on it, goes to Lake City, Live Oak, or Valdosta.

Hamilton County is already on the wrong side of the state averages, and the gap is not closing. Census and state labor figures:

- Poverty is 25.3 percent, about double Florida's 12.6 percent.
- Median household income is $50,144, against $74,568 statewide. Per capita income is $18,839, less than half the state figure of $42,609.

- Unemployment was 6.8 percent in July 2026, tied for fourth-highest in Florida. The state rate was 4.6 percent.
- The private employer base is thin: 160 employer establishments and about 1,760 jobs countywide in 2023.
- County population is 14,180, still below the 14,799 counted in 2010.

A closed hardware store on top of that is how a town keeps sliding. Basic retail leaves, trips out of county become normal, and the next vacant building is harder to fill. This project reverses one of those exits. It puts a daily-need store back on US 41, in a building that is already standing, owned by someone from Jasper, with an operating trade business behind it.

The local effect is practical, not symbolic. Contractors stop burning a tank of fuel for a fitting. Residents can buy what a house and a farm actually use. Paychecks stay in the county. A 13,000-square-foot building on the main highway stays in commercial use instead of sitting dark.

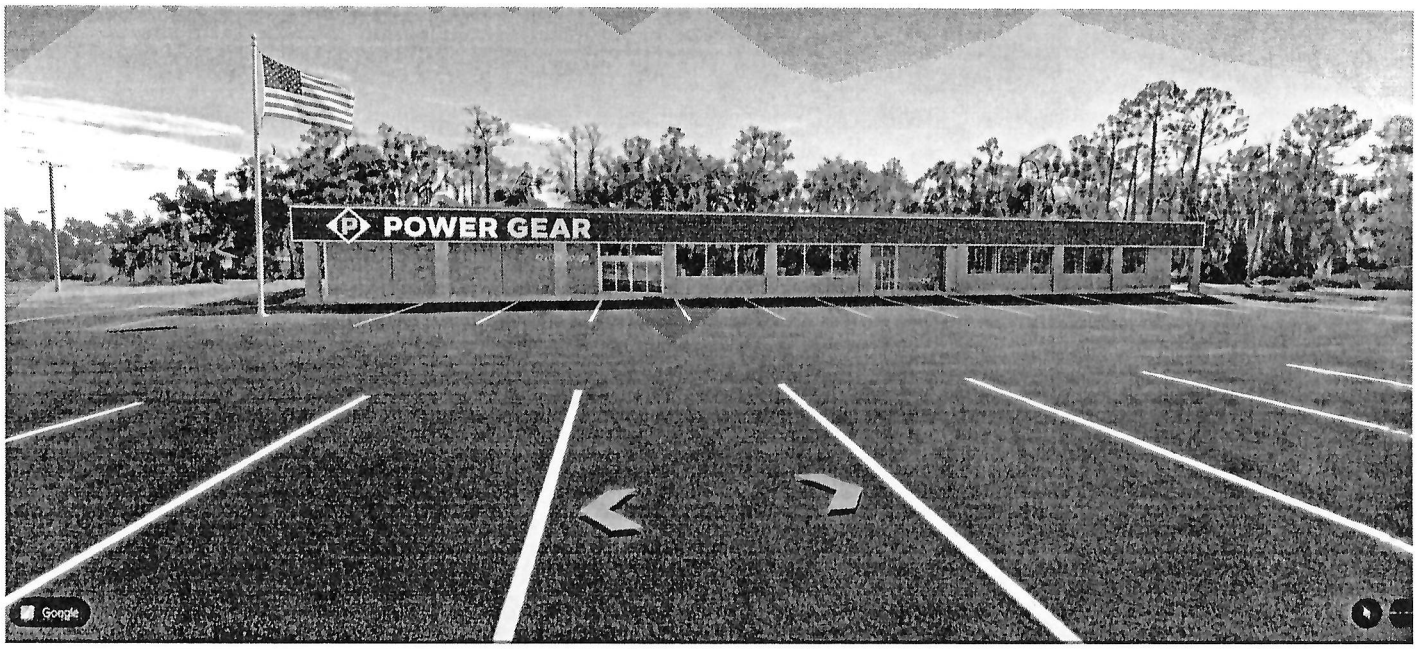
Economic effect

Local retail gap	Fills the closed hardware-store use
Opening staff	6-8 retail, counter, and warehouse roles
Added staff if volume supports it	5-10
Capital: building and opening inventory	$1m+
Target opening	January 1, 2027
Customers	Jasper and Hamilton County residents, farms, and contractors, plus existing PowerGear trade accounts

Request of the Authority

1. Place the project on the October 15, 2026 – or - November 19, 2026 agenda for a short presentation.
2. Advise which application, if any, is required before that meeting.
3. Identify any local or state programs that fit a hardware-store reopening and building reuse, including beautification, planning, or other expansion support.
4. Help with county permitting and any introductions that shorten time to open.

The applicant will attend the meeting and can provide a site plan, photos, and a staffing and investment sheet in advance if the board wants them.



Contact

Aaron Boone · (941) 306-9171 · aboone@powergear.com
Scheduling: Rhett Bullard, Board Attorney, 386-362-2040

Hamilton County
DEVELOPMENT AUTHORITY

Chairman
Megan Carter
Vice- Chair
Vacant
Sec./Treasurer
Wanda Ashley

Economic Dev. Director
Vacant

Board Members
Scott Gay
David Ehlert
Shana Taylor

Board Attorney
Rhett Bullard

HAMILTON COUNTY DEVELOPMENT AUTHORITY

HCDA Conference Room
1153 US Hwy 41 NW, Suite 4, Jasper, FL 32052

MEETING

THURSDAY, September 30, 2026 - 12:00 P.M.

1. Opening; Audit; Public Comment (Agenda Items 4–5)
   The meeting opened with the Pledge of Allegiance. The Board considered Ken Daniels's audit report, previously presented informally when a meeting could not proceed for lack of quorum. Upon motion and second, the Board voted unanimously to accept the audit report; No public comments were offered.

2. White Springs Feasibility Study; Jennings Utility Extension (Items 6–7)
   The White Springs feasibility-study matter remained pending potential matching funds. The Board voted unanimously to table the item. Regarding the Jennings Utility Extension Project, Bullard reported a Department of Commerce conference call and an anticipated funding response in October. Further project action depended on additional funding.

3. 203 Hatley Street—Duncan Economic Development Agreement (Item 8A)
   Ms. Duncan proposed purchasing the Authority-owned building for $20,000 and undertaking approximately $82,310 in improvements; the 2025 property-appraiser value was stated as $31,716. She described water intrusion, mold, extensive repairs, anticipated permits and drawings, and financing through private investment and other resources. Members weighed a sale against retaining public ownership under a long-term lease, including concerns about unfinished work and deterioration. The proposed agreement included an October 1, 2027 completion target, reversion language, reimbursement of documented and verified improvements in the event of reversion, and restrictions on liens/encumbrances. Following discussion, a motion to accept the agreement as presented was seconded and carried. Execution and any required due diligence, permitting, and final contract terms should be confirmed in the signed agreement.

4. Other Hatley Street Properties; Danceology (Items 8B and 12)
   Misfit Firearms requested revision of its proposed lease/purchase arrangement from an initial ten-year term to five years, advancing the purchase option; the draft contemplated a negotiated purchase price not exceeding $217,000. Federal firearms permitting remained outstanding, and the lease had not yet been executed. The

transcript indicates a motion, second, and favorable vote on the requested revision; the precise approved wording should be checked. For 106 Hatley Street West, the Board authorized advertisement for competitive bids once drawings were received and discussed convening a special meeting if needed to expedite an award. Water intrusion potentially affecting adjacent Danceology premises was noted. Separately, the Board voted to renew Danceology's lease, effective from its August 1 renewal date.

5. Administrative Transition; County Services (Item 9)
   The Board revisited its earlier proposal to seek Hamilton County assistance with Authority administration and financial services, potentially supported by approximately $30,000 in Authority funding. County representatives had indicated no available personnel and returned Authority 2025 funds from the phosphate tax. Members discussed reduced revenues, the undesirability of hiring a direct employee, whether independent-contractor services were legally permissible, competitive advertisement, outside-employment/conflict restrictions, and allocation of bookkeeping versus administrative duties. No appointment or service contract was approved. The Board voted to table the matter until November, pending clarification of county participation, applicable policies, and legal/procurement requirements.

6. First Federal Accounts; Fraud Prevention (Items 9 and 13)
   The Authority reported repeated attempted unauthorized transactions affecting its First Federal account, including a prior loss subsequently recovered. The bank recommended replacing the compromised account number. The Board considered closing the existing account, opening a replacement, updating automatic payments and checks, and naming the Board Members as authorized signatories on the accounts other than Scott Gay due to professional restrictions as he is a CPA. A motion and second were made. Motion passed. Staff also agreed to confirm whether the Authority's Visa card was a credit or debit product.

7. Grazing Grace—Roof Leaks and Electrical Safety (Item 10)
   A contractor's inspection described extensive past roof patching and concluded that full roof replacement was needed. The tenant reported ongoing water intrusion, damage, and possible electrical hazards, including water near a light fixture. The Board discussed emergency procurement versus ordinary competitive bidding, responsibility under the lease, and consistency in handling Authority properties. The discussion ultimately favored proceeding with the regular advertised roofing procurement process. An electrician was to inspect promptly and document safety findings. Staff was also asked to provide the hood/ventilation-related report to Schrader's, the installer, for review of potential corrective or warranty work. No final roof contract award was recorded.

8. Alapaha Commerce Site—Marketing (Item 11)
   Members considered soliciting professional marketing proposals for the Alapaha Commerce Site to increase exposure to prospective buyers or users. The Board approved a motion to advertise for marketing proposals. No broker or marketer was selected at this meeting.

9. Additional Project and Community Items (Items 14–18)
   A request concerning construction of a pole barn in White Springs (Item 15) was tabled by vote. William Hughes (Orange Blossom) is assembling receipts for reimbursement or grant documentation (Item 16); the discussion included favorable observations about completed improvements. A rodeo-related request was not advanced because the event was imminent. A Chamber of Commerce presentation was deferred. Other brief status items were discussed without a clearly recorded substantive action.

10. Prior Minutes and Financial Reports (Items 19–20)
    The Board approved the minutes of the June 4 meeting upon motion and second. Financial reports for June, July, and August were presented and accepted by vote. Staff was asked to reconcile operating obligations and outstanding grants, then return with a recommendation on whether to transfer excess operating funds to an interest-bearing/money-market account. No specific transfer amount was approved.

11. Mineral Interest Release—Parcel 6990 (Item 21)
    A realtor requested that the Authority prepare a release of a claimed mineral interest affecting property near County Road 249. Members favored the release but declined to have the Authority draft a release at its expense; the requesting party would need to furnish a proposed instrument for consideration.

12. Scheduling; Adjournment (Item 22)
    By consensus, the Board determined not to hold a separate October meeting and to meet next on Thursday, November 12, 2026, at noon, subject to official notice. Follow-up items included procurement advertisements, engineering plans, county-services inquiries, account safeguards, roof and electrical evaluations, lease signatures, insurance paperwork, and grant/financial reconciliation. A motion to adjourn was requested; the precise adjournment time and vote are not discernible.

First Federal Bank

P. O Box 2029
Lake City, FL 32056

>001466 3394789 0001 92997 10Z

HAMILTON COUNTY DEVELOPMENT
1153 US HIGHWAY 41 NW STE 4
JASPER FL 32052-5897

Statement Ending 09/30/2026

HAMILTON COUNTY DEVELOPMENT

Customer Number: XXXXXX7764

Managing Your Accounts

Branch	Jasper
Customer Care	1-877-499-0572
Mailing Address	P.O. Box 2029 Lake City, FL 32056
Website	www.ffbf.com

Visit
FFB Connect
our Virtual Branch

Open an Account • Apply for a Loan • Meet with a Banker via Video

Video
Talk to a banker using video

Audio
Give us a quick call

Chat
For the texter in all of us

Summary of Accounts

Account Type	Account Number	Ending Balance
CASH MANAGEMENT - PUBLIC FUNDS	XXXXXX7764	$1,737,472.41

CASH MANAGEMENT - PUBLIC FUNDS - XXXXXX7764

Account Summary

Date	Description	Amount
09/01/2026	**Beginning Balance**	**$1,735,930.81**
	1 Credit(s) This Period	$1,541.60
	0 Debit(s) This Period	$0.00
09/30/2026	**Ending Balance**	**$1,737,472.41**

Interest Summary

Description	Amount
Interest Earned From 09/01/2026 Through 09/30/2026	
Annual Percentage Yield Earned	1.09%
Interest Days	30
Interest Earned	$1,541.60
Interest Paid This Period	$1,541.60
Interest Paid Year-to-Date	$14,248.62
Average Ledger Balance	$1,735,930.81

Other Credits

Date	Description	Amount
09/30/2026	INTEREST	$1,541.60

Member FDIC · EQUAL HOUSING LENDER

Notice: See reverse side for important information.

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR CHECKBOOK WITH YOUR STATEMENT

CHECKS OUTSTANDING		
NUMBER	AMOUNT	

ENTER FINAL BALANCE AS PER STATEMENT	
ADD ANY DEPOSITS NOT CREDITED	
TOTAL	
SUBTRACT CHECKS OUTSTANDING	
BALANCE SHOULD AGREE WITH YOUR CHECKBOOK	

1. In your checkbook, enter the interest earned, if applicable, on your account as it appears on the front of this statement.
2. Verify that checks are charged on statement for the amount drawn.
3. Be sure that the service charge (if any) or other authorized deductions shown on this statement have been deducted from your checkbook balance.
4. Verify that all deposits have been credited for same amount as on your records.
5. Be sure that all checks outstanding on previous statement have been included on this statement (otherwise, they are still outstanding).
6. Check off on the stubs of your checkbook each of the checks paid by us.
7. Make a list of the numbers and amounts of those checks still outstanding in the space provided.

CUSTOMER SERVICE
For information on account balance, checks paid, electronic transfers or deposits, call Customer Service toll free at 1-877-499-0572.

Billing Rights Summary

In Case of Errors or Questions About Your billing statement.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write us on a separate sheet at the address shown on your billing statement as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount or the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your billing statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

To figure the finance charge for each billing cycle, a daily periodic rate is multiplied by the daily balance of my loan account balance each day. To figure the daily balance, you first take my loan balance at the beginning of each day, and add any new advances, and subtract any payments or credits that apply to debit repayment, and any unpaid finance charges, fees and charges. This gives you the daily balance.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us toll free at 1-877-499-0572 or write to the address shown on the front of this statement as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on this statement. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared. If you have a question concerning your statement, please be prepared to:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa s® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

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CASH MANAGEMENT - PUBLIC FUNDS - XXXXXX7764 (continued)

Daily Balances

Date	Amount
09/30/2026	$1,737,472.41

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

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First Federal Bank

P. O Box 2029
Lake City, FL 32056

Statement Ending 09/30/2026

HAMILTON COUNTY DEVELOPMENT **Page 1 of 4**

Customer Number: XXXXXX3734

>001243 3394789 0001 92997 10Z

HAMILTON COUNTY DEVELOPMENT
AUTHORITY
1153 US HIGHWAY 41 NW STE 4
JASPER FL 32052-5897

Managing Your Accounts

Branch	Jasper
Customer Care	1-877-499-0572
Mailing Address	P.O. Box 2029 Lake City, FL 32056
Website	www.ffbf.com

Visit
FFB Connect
our Virtual Branch

Open an Account • Apply for a Loan • Meet with a Banker via Video

Video
Talk to a banker using video

Audio
Give us a quick call

Chat
For the texter in all of us

Summary of Accounts

Account Type	Account Number	Ending Balance
INTEREST CHECKING PUBLIC FUND	XXXXXX3734	$282,799.57

INTEREST CHECKING PUBLIC FUND - XXXXXX3734

Account Summary

Date	Description	Amount
09/01/2026	**Beginning Balance**	**$2,646.29**
	3 Credit(s) This Period	$299,826.21
	9 Debit(s) This Period	$19,672.93
09/30/2026	**Ending Balance**	**$282,799.57**

Interest Summary

Description	Amount
Interest Earned From 09/01/2026 Through 09/30/2026	
Annual Percentage Yield Earned	0.01%
Interest Days	30
Interest Earned	$2.16
Interest Paid This Period	$2.16
Interest Paid Year-to-Date	$5.17
Average Ledger Balance	$262,636.38

Deposits

Date	Description	Amount
09/04/2026	DEPOSIT	$299,254.05

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Member FDIC EQUAL HOUSING LENDER

Notice: See reverse side for important information.

THIS FORM IS PROVIDED TO HELP YOU BALANCE YOUR CHECKBOOK WITH YOUR STATEMENT

CHECKS OUTSTANDING		
NUMBER	AMOUNT	

ENTER FINAL BALANCE AS PER STATEMENT	
ADD ANY DEPOSITS NOT CREDITED	
TOTAL	
SUBTRACT CHECKS OUTSTANDING	
BALANCE SHOULD AGREE WITH YOUR CHECKBOOK	

1. In your checkbook, enter the interest earned, if applicable, on your account as it appears on the front of this statement.
2. Verify that checks are charged on statement for the amount drawn.
3. Be sure that the service charge (if any) or other authorized deductions shown on this statement have been deducted from your checkbook balance.
4. Verify that all deposits have been credited for same amount as on your records.
5. Be sure that all checks outstanding on previous statement have been included on this statement (otherwise, they are still outstanding).
6. Check off on the stubs of your checkbook each of the checks paid by us.
7. Make a list of the numbers and amounts of those checks still outstanding in the space provided.

CUSTOMER SERVICE
For information on account balance, checks paid, electronic transfers or deposits, call Customer Service toll free at 1-877-499-0572.

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INTEREST CHECKING PUBLIC FUND - XXXXXX3734 (continued)

Deposits (continued)

Date	Description	Amount
09/09/2026	DEPOSIT	$570.00

Other Credits

Date	Description	Amount
09/30/2026	INTEREST	$2.16

Other Debits

Date	Description	Amount
09/01/2026	FIRST FED BK FLA VISA PAY F XXXXX8631	$243.36
09/08/2026	Check 5024	$3,995.00
09/16/2026	Check 5023	$3,912.50
09/16/2026	Check # 5027	$5,855.00
09/18/2026	Check # 5028	$1,500.00
09/23/2026	Check # 5025	$375.00
09/23/2026	Sistrunk Insuran Sistrunk I ST-R1T0J4O5B2S1	$2,819.00
09/29/2026	FIRST FED BK FLA VISA PAY F XXXXX4949	$373.07
09/29/2026	Check # 5030	$600.00

Daily Balances

Date	Amount	Date	Amount	Date	Amount
09/01/2026	$2,402.93	09/09/2026	$298,231.98	09/23/2026	$283,770.48
09/04/2026	$301,656.98	09/16/2026	$288,464.48	09/29/2026	$282,797.41
09/08/2026	$297,661.98	09/18/2026	$286,964.48	09/30/2026	$282,799.57

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

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