

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. RECITALS

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

3. DISTRICT AND COMPANY OBLIGATIONS

3.1 Project Description.

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

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

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

3.2.1 Economic Incentive.

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

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

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

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

3.2.2 Economic Incentive Grant - Reimbursement of Purchase Price.

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

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

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

3.3 Capital Investment.

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

3.4 Job Creation.

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

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

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

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

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

4. DEFAULT TRIGGERS & SPECIFIC REMEDIES

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

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

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

5. REMEDIES

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

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

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

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

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

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

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

6. TERM AND TERMINATION

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

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

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

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

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

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

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

7. ATTORNEY FEES AND EXPENSES

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

8. NOTICES AND ADMINISTRATORS

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

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

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

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

9. BINDING EFFECTS AND ASSIGNMENT

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

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

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

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

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

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

11. MODIFICATION

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

12. SURVIVAL

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

13. FURTHER ASSURANCES

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

14. RELATIONSHIP OF THE PARTIES

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

15. PROMOTION OF ECONOMIC INCENTIVES

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

16. PUBLIC RECORDS DISCLOSURES

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

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

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

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

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

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

17. COMPANY'S WARRANTIES/REPRESENTATIONS AND INDEMNIFICATION

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

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

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

18. SEVERABILITY

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

19. ENTIRE AGREEMENT, CONSTRUCTION, AND DUPLICATE AGREEMENTS

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

20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

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

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

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

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

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

21. SCRUTINIZED COMPANIES.

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

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

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

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

22. COUNTERPARTS AND AUTHORITY

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

(Signature Page Follows)

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

COMPANY

DARK STORM INDUSTRIES, LLC

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

Print Name: Edward Newman

Title: Manager

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

Print Name: Peter Morrissey

Title: Manager

STATE OF New York

COUNTY OF Suffolk

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

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

[Signature]
NOTARY PUBLIC, State of New York
Maria M Martinez

Name of Notary typed, printed or stamped

My Commission Expires: 08-13-2022

My Commission No.: 01MA6379355

NORTH BREVARD DEVELOPMENT
DISTRICT ("DISTRICT")

By: _____
George Mikitarian, Chair

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

ATTEST:

By: _____
Rita Pritchett, Chair

Rachel Sadoff, Clerk

As approved by the Board _____

APPROVED AS TO FORM:

By: _____
County Attorney

EXHIBIT A

MAP AND LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

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

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

LEGEND:

R = RADIUS

L = LENGTH

△ = INCLUDED ANGLE

3017/2464 = TYPICAL NOMENCLATURE FOR
OFFICIAL BOOK AND PAGE

CL = CENTERLINE

P.O.B. = POINT OF BEGINNING

SHEET 1 OF 2 SHEETS

SURVEYOR'S NOTE:

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

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

CERTIFIED TO: _____
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE

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

DATE 1/27/21

ORDER NO. 25764

FB. NO. _____

SCALE. 1" = 200'

DWG.NO. NBEDC.DWG

Honeycutt & Associates, Inc.

ENGINEERS • SURVEYORS • PLANNERS

3700 South Washington Avenue • Titusville, Florida 32780

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

CERTIFICATE OF AUTHORIZATION NO. LB 6762

CERTIFICATE OF AUTHORIZATION NO. LB 6762

EXHIBIT "B"

Job Verification/Certification

Employee Income Certification Form

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

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

REQUIRED DATA

1. EMPLOYEE NAME: _____
2. ADDRESS: _____

3. CITY: _____ ST: _____ ZIP CODE: _____
4. PHONE NUMBER: _____
5. E-MAIL: _____
- NAME OF EMPLOYER or COMPANY THAT HIRED YOU:
6. _____

REQUESTED DATA

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

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

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

CERTIFICATION

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

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

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

Verification by Employer or Company:

Employer or Company Representative

Date

Contact Info:

PRINT NAME: _____

PHONE: _____

E-MAIL: _____

Total Employment at Time of Project Start

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

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

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

Project Start Date: _____

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

On a separate sheet, please list:

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

Verification of Information by Employer or Company:

Employer or Company Representative

Date

Contact Info:

PRINT NAME: _____

PHONE: _____

E-MAIL: _____

Total Employment After Project Start

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

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

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

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

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

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

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

Employer or Company Representative

Date

Contact Info:

PRINT NAME: _____

TITLE: _____

PHONE: _____

E-MAIL: _____

