

**CONSENT TO LEASE
AND RECOGNITION AGREEMENT**

This **Consent to Lease and Recognition Agreement** (the "Consent") is made and entered into as of this 16th day of June, 2021, by and between Hernando County, a political subdivision of the State of Florida (the "County"), EEC Acquisition, LLC, a Delaware limited liability company ("EEC"), and Etchison LLC, a Florida limited liability company ("Etchison"), and the parties state:

Witnesseth:

WHEREAS, the County and Etchison entered into a Ground Lease dated December 11, 2018, as recorded in Official Record Book 3652, Pages 1311 thru 1334, of the Public Records of Hernando County, Florida (the "Ground Lease") relative to certain real property with a street address of 15161 Technology Drive, Brooksville, FL 34604 and legally described as Lot 4, Hernando County Corporate Airpark Phase II, as recorded in Plat Book 32, Pages 40-41 of the Public Records of Hernando County, Florida (the "Land"); and,

WHEREAS, Etchison constructed a building on the Land consisting of approximately 10,000 square feet of floor space under roof (the "Improvements") in accordance with the terms of the Ground Lease; and,

WHEREAS, Etchison and EEC have entered, into a Lease Agreement dated June 14, 2021 (the "Lease") for the lease by EEC of the Land and Improvements as located on the Land; and,

WHEREAS, EEC requires, as a contingency to being bound to the Lease, that the County execute this Consent wherein the County confirms that the Ground Lease is valid, current and not in default and that the County further agrees not to alter, amend or change, surrender or cancel the Ground Lease without first notifying EEC in writing at the address above and allowing EEC the ability to cure any default or deficiency under the Ground Lease, and that the County agrees to enter into a direct lease with EEC expiring on the expiration date of the Lease (subject to EEC's options to extend the lease for up to three additional one year periods) on the terms and conditions of the Ground Lease if the Ground Lease is terminated prior to the expiration of the Lease.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The County represents that the Ground Lease is valid, current and not in default by Etchison as of the date above.
2. The County hereby consents to Etchison leasing the Improvements to EEC and agrees that EEC may use the Improvements and the Land for the purposes permitted under the Ground Lease.

3. The County further agrees to extend the same rights of quiet enjoyment and non-disturbance to EEC's rights under the Lease as provided to Etchison as the Lessee under the Ground Lease.
4. Notwithstanding anything in the Ground Lease to the contrary, the County agrees not to alter, amend or change, surrender or cancel the Ground Lease without first notifying EEC in writing at the address above (or such other address provided to the County) and providing EEC the ability to cure any default or deficiency of Etchison under the Ground Lease.
5. Further, in the event that prior to the expiration of the Lease, the Ground Lease terminates or Etchison files bankruptcy and rejects the Ground Lease, if permitted to by the Bankruptcy Court under prevailing bankruptcy law, then at EEC's election, the County agrees to execute a new Ground Lease with EEC under the same terms and conditions as the Ground Lease, except that the term of such new Ground Lease will be equal to the then-remaining term of the Lease (and providing EEC the right to extend the term for up to three additional one year periods.
6. This Consent shall bind and inure to the benefit of the parties hereto, their successors and assigns.
7. This Consent shall take effect upon execution by the last party hereto.
8. This Consent shall terminate upon the expiration of the Lease.
9. This Consent may be recorded at EEC's expense.

Witness our hands and seals upon the dates stated below.

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

By: [Signature]
Steve Champion, Vice Chairman
[print name and title]

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 27th day of July, 2021, by Steve Champion, Vice Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.



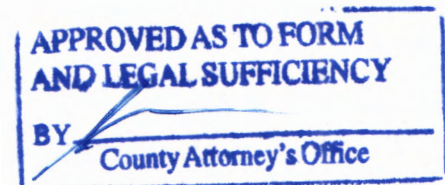
Cheryl Carr
Notary Public
State of Florida
Comm# HH059526
Expires 11/2/2024

[Signature]
(Signature of person taking acknowledgment)

Cheryl Carr
(Name typed, printed or stamped)

(Title or rank)

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]



EEC Acquisition, LLC, a Delaware limited liability company

By: [Signature]
Name: Justin Verke
Title: VP + General Manager

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16 day of June 2021, by ~~Kirk Sabiston~~ ^(JVS) Justin Verke as Vice President, Corporate Development of EEC Acquisition, LLC, a Delaware limited liability company, who is personally known to me or who has produced FL DL as identification.



[Signature]
(Signature of person taking acknowledgment)

Christine Ann Schmidt
(Name typed, printed or stamped)

Administrative Assit II
(Title or rank)

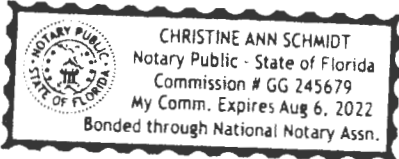
[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

Etchison LLC, a Florida limited liability company

By: Don Etchison
Name: Don Etchison
Title: Managing Member

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16 day of June, 2021, by Don Etchison, as Managing Member of Etchison LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.



Christine Ann Schmidt
(Signature of person taking acknowledgment)

Christine Ann Schmidt
(Name typed, printed or stamped)

Administrative Assit. II
(Title or rank)



June 25th, 2021

Hernando County,
20 North Main Street, Suite 462
Brooksville, FL 34601-2850

**RE: Consent to Lease & Recognition Agreement (LR 21-345)
Consent to Lease to EEC Acquisition and Etchison**

The signature below confirms that:

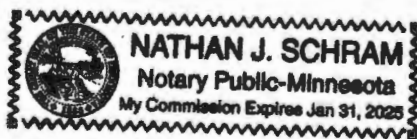
As CEO and manager, I authorize Justin Verke to execute the above agreement on behalf of the Company, EEC Acquisition, LLC.

Signature: *William Emory*

Printed name: William Emory

Title: CEO

<Notarized>



This signature was witnessed by me the undersigned notary on (06/30/2021) June 30th, 2021.

Nathan Schram
06-30-2021