

HERNANDO COUNTY INCENTIVES AGREEMENT

THIS AGREEMENT by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter referred to as the “County”) and GLOBAL JETCARE, INC, a Florida Profit Corporation, whose address is 15421 Technology Drive, Florida 34604 (hereinafter referred to the “Company”), and the County and the Company (hereinafter collectively, “the Parties”) state:

Recitals

WHEREAS, Fla. Stat. § 125.045 allows counties to expend public funds for economic development activities; and,

WHEREAS, Hernando County Code Chapter 11.5, a copy of which is attached to this Agreement as Exhibit “A,” governs business development programs within Hernando County; and,

WHEREAS, Hernando County Code Chapter 11.5, allows the expenditure of public funds to increase economic activity in Hernando County by attracting and retaining business activities conducive to economic promotion, preserving and expanding employment opportunities, and improving the welfare and competitive position of the citizens of Hernando County; and,

WHEREAS, the Company submitted an application for economic development incentives to the County’s Director of Economic Development, who has determined that the Company qualifies for such incentives; and,

WHEREAS, a copy of the Company’s application is attached hereto as Exhibit “B”; and,

WHEREAS, the Director of Economic Development’s detailed analysis of the application and her finding of eligibility are hereby incorporated into this Agreement by this reference; and,

WHEREAS, the Director of Economic Development recommends, subject to the Company’s strict compliance with this Agreement, that the Board of County Commissioners approve the incentives provided for herein, including but not limited to an Economic Development Investment Incentive Grant; and,

NOW THEREFORE, the Parties hereby agree as follows:

SECTION 1 – RECITALS AND DEFINITIONS

1.A. The Recitals set forth above are true and correct and are incorporated herein by this reference.

1.B. The terms used in this Agreement are defined and utilized in Hernando County Code Chapter 11.5, as it was in effect on the Effective Date of this Agreement.

SECTION 2 – THE PROJECT; INCENTIVE CONDITIONS

2. The Company, at its sole cost and expense, will construct a 24,000 square foot Hanger and Office Expansion (the “Expansion”) on Technology Drive in Hernando County, Florida. The Company will invest at least \$20 million in the Expansion and tangible personal property (the “Capital Investments”). The Company will construct the Expansion on a parcel of County-owned land (the “Land”), subject to a ground lease from the County (the “Ground Lease”). Exclusive of the Company’s existing employees, the Company will create at least 20 new jobs (the “New Jobs”) in Hernando County in accordance with the Phases and time schedules set forth herein. The Company shall pay the employees filling the New Jobs an average annual salary of at least \$75,000.00. The Expansion, the Capital Investments, and the creation and maintaining of the New Jobs shall hereinafter be referred to collectively as “the Project.”

SECTION 3 – EFFECTIVE DATE AND DURATION/TERM

3.A. Effective Date. This Agreement shall become effective on the date last signed by the Parties to this Agreement (“the Effective Date”).

3.B. Duration/Term. This Agreement shall end on December 31st ten (10) years after the Effective Date, or upon the Company receiving its final incentive draw from the County, whichever occurs last, unless this Agreement is terminated earlier, for any reason, including any Event of Default as defined herein or by operation of law.

SECTION 4 – CAPITAL INVESTMENT/JOBS CREATION; COMPLIANCE MONITORING

4.A. Capital Investment and Creation of New Jobs. In order to remain qualified for the incentives offered by the County in accordance with this Agreement, the Company shall:

4.A.1. Make a capital investment of approximately \$20 million in Hernando County by fully funding, constructing, supplying, equipping, and operating the Expansion; and,

4.A.2. Create, fill, and compensate the New Jobs pursuant to **Section 2** supra. The failure of the Company to fully fund and fill the jobs identified herein in accordance with the terms of this Agreement, in any given year, for any reason or no reason whatsoever, shall constitute noncompliance hereunder and shall trigger the remedies pursuant to **Section 11** below.

4.A.3. Timing. The New Jobs referenced above shall be created in compliance with the Job Creation Schedule below, thereafter maintained throughout the term of this Agreement:

(Schedule Depicted on Following Page)

JOBS CREATION SCHEDULE

Phase	Number of Net, New Full-time Jobs Created by Company in Hernando County	Date(s) by Which Jobs Will Be Created
I	8	December 31, 2025
II	6	December 31, 2026
III	6	December 31, 2027
Total	20	

4.B. Proofs of Compliance; Certifications; Audits.

4.B.1. No later than December 31st of each year under this Agreement, the Company shall provide the Director of Economic Development with a true copy of its most recent Annual Unemployment Report as filed with the Florida Department of Labor.

4.B.2. No later than December 31st of each year under this Agreement, the Company shall provide the Director of Economic Development a Certification Statement (on such form as provided by the County), signed by an authorized officer of the Company certifying, under oath and under penalty of perjury:

a. The number of funded and filled positions within the Company during each quarter of said prior year that qualifies as an Annual Average Wage position and those, if any, that qualify as an Annual Average Wage position;

b. The total number¹ of funded and filled positions within the Company during each quarter of said prior year that qualifies as an Annual Average Wage position and those that qualify, if any, as an Above Annual Average Wage position.²

4.B.3. The County shall have the right, but not the obligation, to audit, or cause to be audited, the Company’s books and records at any time, upon reasonable notice, for the purpose of verifying the information described in **Section 4.B.2** supra.

¹The “total number” includes all qualifying Full-Time Jobs carried forward from the previous year plus all new qualifying Full-Time Jobs added during the subject year.

²Note: Verification of compliance with the Jobs Creation Grant and other Incentives requires reports, usually filed in late December, demonstrating compliance with the requirements of this Agreement for the calendar year. Compliance with Incentives and associated draws or other payments, as applicable, are typically made shortly after verification – usually in January of the following year.

SECTION 5 –OMITTED
SECTION 6 –OMITTED
SECTION 7 - OMITTED
SECTION 8 –OMITTED.

SECTION 9 – NO WARRANTIES OR REPRESENTATIONS

9.A. The County makes no warranties or representations to the Company, and the Company agrees the County has made no warranty or representation respecting the condition of the Land, or applicable zoning laws and land use regulations, or environmental conditions, or the applicability of any covenants or restrictions of public record, except as otherwise provided herein.

9.B. The Company shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible federal, state and local authorities, or other entities, necessary to use the Land in the manner contemplated. Further, it is expressly agreed and understood that the County has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying the Company’s compliance with the applicable federal, state or local agency permit or approval requirements. Any permit or authorization granted by the County, including but not limited to this Agreement, or any development order under the County’s land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any federal, state or local agency permits or authorizations or permission to violate any federal, state or local law or regulation. The Company shall be held strictly liable, and shall hold the County, its officers, employees and agents harmless for administrative, civil and criminal penalties for any violation of federal, state or local statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting the County from bringing an enforcement action under the Hernando County Code of Ordinances.

9.C. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Company of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. No rights to obtain land use approvals nor any other rights to the proposed use have been granted or implied simply by the County's approval of this Agreement. The Company may not attempt to force or coerce County authorities to approve any land use or other authorizations or permits, by asserting that the County has committed to such approvals on the basis of the theory of vested rights or equitable estoppel or any other legal theory based on the County’s approval of this Agreement. Approval of a County development order requires strict compliance with applicable approval criterion for the requested use in effect at the time.

SECTION 10 - ECONOMIC DEVELOPMENT INVESTMENT INCENTIVE GRANT

10.A. Awarding of Grant. In consideration of the Company promising to make the Capital Investments and to create and maintain the New Jobs in strict compliance with the schedule, terms and conditions of this Agreement, the County agrees to award the Company an Economic Development Investment Incentive Grant (the “Grant”) through the Hernando County Business Incentive Program (the “Program”), as provided for in Hernando County Code Chapter 11.5, Article III, as it may be amended.

10.B. Calculation of Grant Award. All grant payments will be calculated as a percentage of the ad valorem taxes paid by the Company on both real property and tangible personal property for the Expansion in any given year of the Agreement, calculated as set forth in this Agreement.

10.B.1. Pursuant to Hernando County Code §§ 11.5-41 and 11.5-43, the County may grant an award to the Company each year for up to 10 years.

10.B.2. The grant amounts for each year of the Agreement will be calculated by subtracting the “Hernando County General” portion of ad valorem taxes owed in the base year from that same portion of ad valorem taxes derived from the year 1 Taxable Value and multiplying that incremental value by the percentage formula provided for in the table below:

Years	Grant Value % of Increase in Ad Valorem Tax Rate
5	75%
5	50%

10.B.3. At no time will the amount of the grant, in any given year, exceed the amount derived by multiplying the percent formula for the given year by the actual "Hernando County General" portion of ad valorem taxes paid during that same year. The amount of the awarded grant will not exceed eighty percent (80%) of the incremental increase in ad valorem taxes.

10.B.4. The County will not be obligated to fund the Program or any installment of the Program except from the non-ad valorem revenues or other legally available funds provided for that purpose, neither the faith and credit nor the taxing power of the County, the State of Florida, or any political subdivision of the State of Florida, and the Company, or any other person, will never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the County, the State of Florida, or any political subdivision of the State of Florida for the payment of the Program or any installment of Program.

10.C. Economic Development Investment Incentive Grant Reports.

10.C.1. Within sixty (60) days of the payment of the Company's ad valorem taxes, and only after the Company has satisfied the requirements set forth in **Section 4.A. supra**, the Company must submit a report of compliance which must include the Company's ad valorem tax bill from Hernando County, proof of payment of ad valorem taxes for that year, and a copy of its certified payroll for the most recent pay period. The County shall, within thirty (30) days of receipt of a compliance report, notify the Company in writing whether or not the County has approved the compliance report.

10.C.2. The Company must submit a compliance report for each grant year during which a grant has been awarded and is to be disbursed.

10.C.3. Upon submission of a compliance report, the Company may request disbursement of the awarded grant funding. This request may be included in the report but if the

request is not made in the report, it must be made no later than sixty (60) days after approval of the report for the Company to be eligible for an award for the applicable year. Disbursement of the grant amount to the Company will be made within thirty (30) days after County approval of the Company's compliance report. No payment will be paid by the County to the Company until the time for an appeal of the assessed value to the Value Adjustment Board has expired.

10.C.4. The County shall, pursuant to Fla. Stat. § 125.045(4), as it may be amended, annually provide a copy of the Company's compliance report to the State of Florida Office of Economic and Demographic Research during the term of this Agreement. The report must detail how County funds were spent and the results of the Company's efforts. The County shall, pursuant to Fla. Stat. § 125.045(5), as it may be amended, annually report to the State of Florida Office of Economic and Demographic Research all grants in excess of \$25,000.00 given to the Company during the previous fiscal year.

10.C.5. At the discretion of the Director of Economic Development, the Company may combine the compliance reports required in this Section with the annual reports required by **Section 4.B.2.** supra.

10.D. Continuing Grant Eligibility Requirements. To remain qualified for receiving annual grants through the Program, the Company must:

10.D.1. Meet all applicable requirements of Hernando County Code Chapter 11.5, Article III, as it was in effect on the day of the Effective Date of this Agreement; and,

10.D.2. Undertake the Project and meet the performance measures set forth in **Sections 2 and 4.A.,** supra; and,

10.D.3. Notify the County in writing at least seven (7) days prior to any material developments that negatively and materially impact the implementation or operation of this Agreement or the Project. Such developments include announcements about the Project, cancellation of the Project, or change in ownership of the Company; and,

10.D.4. For each year for which a grant is disbursed to the Company, the Company shall maintain personnel and financial records and reports for such year related to the jobs, wages, and cumulative investment that are the subject of this Agreement for the following three (3) calendar years; and,

10.D.5. Submit reports to the County as required in this Agreement and as reasonably requested by the County in connection with the Company's performance of its obligations under this Agreement.

10.E. Company's Failure to Comply. If Company materially fails to meet any requirement of this Section, it shall constitute noncompliance hereunder and shall trigger the remedies pursuant to **Section 11** below.

10.F. Payment. After a report is received and approved by the County, County will pay to the Company a grant amount pursuant to Section 10.B. supra. Payments will be made in accordance with the Florida Prompt Payment Act, Fla. Stat. Chapter 218, Part VII.

SECTION 11 – EVENTS OF DEFAULT AND REMEDIES

11. The occurrence of any one or more of the following events shall constitute a default on the part of the Company: (1) the Company breaches or fails to comply with any term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the County; (2) the Company fails to pay any sum of money due the County by the Company under this Agreement within the time provided (e.g., repayment of deferred building permit fees, etc.), following thirty (30) days of written demand thereof; (3) the Company transfers, assigns, or sublets this Agreement, in whole or part, without the prior written consent of the County; (4) the Company abandons, deserts or vacates the Premises for a period of ninety (90) consecutive days or more; (5) the Company mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, without the prior written consent of the County; (6) the divestiture of the Company's estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); (7) the Company loses its status as a Targeted Industry during the term of this Agreement; (8) a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the Company, or an assignment is made by the Company for the benefit of its creditors, or any action is taken or suffered by the Company under any insolvency, bankruptcy or reorganization act; (9) the Company fails to maintain financial security as required by this Agreement; (10) the Company closes its business or moves its business out of the County; (11) the Company does not retain and maintain at least eighty percent (80%) of the total newly created Full-Time Jobs as calculated as of the Effective Date of this Agreement; or (12) the Company breaches or fails to comply with any term, provision, covenant or condition of their Airport Ground Lease(s). Any or all of the foregoing shall hereinafter be referred to as "Events of Default". Upon any Event of Default, the County may, in addition to any other remedies provided in law or in equity or under this Agreement: (1) make demand for full or partial payment under such Letter of Credit, Performance Bond or Promissory Note held as security for the Company's monetary obligations (including but not limited to deferred building permit and impact fees, other charges and other secured performance-based obligations) as provided pursuant to this Agreement; and (2) make demand for full or partial refund of all incentive monies which have been unearned (or not maintained), paid by the County to the Company up through the Event of Default. An Event of Default shall further terminate any obligation on the County to excuse or forgive any deferred, suspended or secured monetary obligation and shall further terminate any obligation of the County to pay or fund any and all future draws or payments to the Company.

SECTION 12 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES; JURY TRIAL WAIVER

12.A. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the Company and the County, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Any dispute, claim or action

arising out of or related to this Agreement shall be brought solely in civil court in Hernando County, Florida. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

12.B. Each of the parties hereto hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement or any of the transactions contemplated hereby.

SECTION 13 - MISCELLANEOUS

13.A. All notices or communications whether to the County or to the Company will be considered valid upon receipt by the party as addressed pursuant to the caption on page one hereof, or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (*e.g.* FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

13.B. The Company will indemnify the County, including its agents, employees and officers, and save harmless the County from and against any and all claims, actions, damages, liability and expense occasioned wholly or in part by any act or omission of the Company, its agents, contractors, or subcontractors related to, arising from, or incidental to this Agreement. This clause shall survive the termination of this Agreement.

13.C. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded in their entirety.

13.D. This Agreement may subsequently be amended only by written instrument duly signed by the Company and the County.

13.E. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, notwithstanding the invalidity of any other term or provision hereof.

13.F. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the County and its successors and assigns, and shall be binding upon the Company and its successors and assigns.

13.G. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13.H. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.I. The County may record this Agreement in the public records of Hernando County. The Company shall pay all recording costs.

13.J. This Agreement requires approval by the Hernando County Board of County Commissioners, at a duly noticed public hearing, as a condition precedent to its execution by the County. At such meeting, the Board of County Commissioners reserves the right to approve, deny, or modify this Agreement, in whole or part, for any reason or no reason. Furthermore, the failure of the Board of County Commissioners to act upon, or to act favorably on, this Agreement shall not be actionable in any manner or grounds for any claim or dispute.

(The Remainder of this Page Has Been Intentionally Left Blank)

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY (“COUNTY”)

Date

ELIZABETH NARVERUD
CHAIRPERSON

Approved as to form and
legal sufficiency:

Approved as to Form
and Legal Sufficiency

County Attorney

By: Victoria Anderson
County Attorney's Office

GLOBAL JETCARE, INC. (“COMPANY”)

Date

Print name: _____
Title: _____

[Notary acknowledgments on the following page]

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by Elizabeth Narverud, as Chairperson of the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, who is personally known to me.

Notary Public

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of Global Jetcare, Inc., a Florida limited liability company, who is personally known to me or produced _____ as identification.

Notary Public