INCENTIVES AGREEMENT TERMINATION AGREEMENT

This Termination Agreement (the "Termination Agreement") is entered and effective this ____ day of ___________, 2026 (the "Termination Date"), 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 DELAMERE INDUSTRIES, INC., a Florida corporation, whose address is 19370 Oliver Street, Brooksville, FL 34601 (hereinafter referred to as the "Company"), and the County and the Company (hereinafter collectively, "the Parties") state:

WITNESSETH:

WHEREAS, the Parties entered into a Hernando County Incentives Agreement (Hernando County Jobs Creation Grant Award), dated April 22, 2025 (the "Incentives Agreement"); and,

WHEREAS, the County has not yet provided the Company with any benefits under the Incentives Agreement; and,

WHEREAS, although the Incentives Agreement was originally set to expire on December 31, 2029, the Parties now desire to terminate the Incentives Agreement as of the new Termination Date (as defined herein) on the basis set forth in this Termination Agreement without any admission of liability or wrongdoing.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Termination of the Incentives Agreement

The County and the Company agree that the Incentives Agreement is hereby terminated as of the Termination Date, at which time each of the County's and the Company's respective rights and obligations under the Incentives Agreement shall terminate, except as otherwise set forth herein. Without limiting the foregoing, the provisions identified in Section 15 of the Incentives Agreement as surviving termination or expiration shall continue to survive the Termination Date.

2. Releases

Pursuant and subject to the terms of this Termination Agreement and in consideration of the mutual agreements of the Parties hereto: (A) the County and any of its past or present direct or indirect parent entities, subsidiaries, affiliated companies, divisions, joint ventures, partners, successors, predecessors, and assigns and each of its or their respective past, present or future shareholders, members, directors, officers, attorneys, trustees, administrators, insurers (and with respect to insurers, only with respect to the Incentives Agreement), employees, agents, successors, predecessors and assigns, whether acting as agents or in their individual capacities (the "County

Parties"), irrevocably release Company and any of its past, present or future direct or indirect parent entities, subsidiaries, affiliated companies, divisions, joint ventures, partners, successors, predecessors, and assigns, and each of its or their past, present or future shareholders, members, directors, officers, attorneys, trustees, administrators, insurers, employees, agents, successors, predecessors and assigns, whether acting as agents or in their individual capacities (the "Company Parties"); and (B) the Company Parties (and each of them) hereby irrevocably releases the County Parties, in each case, from all past, present or future claims, actions, causes of action, proceedings, suits, debts, dues, sums of money, accounts, interests, reckonings, bonds, bills, specialties, covenants, contracts, controversies, promises, agreements, variances, trespasses, damages, judgments, penalties, extents, executions, demands, obligations, costs, expenses, losses, exposures and liabilities whatsoever, of every name and nature, both in law and equity, known or unknown, suspected or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, for, upon or by reason of any act, omission, transaction, occurrence, matter, cause, or thing of any kind, nature, or description whatsoever from the beginning of the world until the Termination Date, which the County Parties and Company Parties ever had, now have or hereafter can, shall or may have against each other arising out of or in connection with the Incentives Agreement, including, but not limited to, any payment due or owing (all of the foregoing are hereby collectively referred to as the "Released Claims"); provided, however, none of the Parties waive any rights under this Termination Agreement.

3. No Admission

This Termination Agreement shall not be construed or used as an admission of liability or wrongdoing by or against either Party.

4. No Disparagement

Neither Party shall, directly or indirectly, make or authorize the making of any statement that disparages or creates any material negative inference with respect to the other Party's respective officers, directors, affiliates, personnel, products or related companies, by words, actions or other communications, or by any omission to speak, act or otherwise communicate.

5. Agreement Binding on Successors

This Termination Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.

6. Headings; Interpretation

The headings used herein are for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Termination Agreement. In this Termination Agreement, the term "including" is used only to indicate examples, without limitation to the indicated examples, and without limiting any generality which precedes it.

7. Counterparts

This Termination Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single instrument. Delivery of an executed counterpart of this Termination Agreement by scanned PDF or e-mail shall be effective as delivery of a manually executed counterpart of this Termination Agreement.

8. Jurisdiction/Disputes/Waiver of Jury Trial

This Termination 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 Termination 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 Termination Agreement. Each of the Parties hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Termination Agreement or any of the transactions contemplated hereby.

9. Waiver

No waiver of any of the terms or conditions of this Termination Agreement will be effective unless agreed in writing by all the Parties hereto. No waiver of any term or condition of this Termination Agreement will be deemed to be, and may not be construed as, a waiver of any other term or condition hereto, or as a subsequent waiver of the same term or condition.

10. Notices

All notices, requests and other communications under this Termination Agreement shall be given in the same manner as required under the Incentives Agreement, except that such notices, requests or communications shall not be given by telefax.

11. Rules of Construction

The Parties acknowledge and agree that each party has had the opportunity to consult with counsel in reviewing and negotiating the provisions of this Termination Agreement. The Parties agree that the rule of construction to the effect that any ambiguities are resolved against the drafting party is not be used in interpreting this Termination Agreement; instead, this Termination Agreement will be construed fairly as to all parties, regardless of which party was generally responsible for drafting it.

12. Severability

If any portion, provision or part of this Termination Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Termination Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

13. Integration

This Termination Agreement represents the complete understanding and agreement between the Parties relating to the subject matter hereof, and no other promises or agreements shall be binding unless made hereafter in writing and signed by these Parties. The provisions of this Termination Agreement shall survive at all times hereafter in accordance with their terms. Any conflict between the terms of this Termination Agreement and the Incentives Agreement shall be governed by the terms of this Termination Agreement. This Termination Agreement may not be altered, amended or modified in any respect whatsoever except by a writing duly executed by all the Parties to this Termination Agreement.

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Signatures

IN WITNESS WHEREOF, the parties have caused this Termination 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.

DELAMERE INDUSTRIES, INC.
(COMPANY)

By: ______________________________ 5/13/2026
Paul B. Hughes Date
President

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (COUNTY)

ATTEST:

____
Doug Chorvat, Jr., Clerk

By: ______________________________
Jerry Campbell Date
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon Jouban
County Attorney

Verification

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this 13 day of May, 2026, by Paul B. Hughes as President of Delamere Industries, Inc., who is personally known to me or who has produced ________________ as identification.

Signature of Notary Public

JOHN V IACONO
Notary Public - State of Florida
Commission # HH 321571
My Comm. Expires Feb 10, 2027
Bonded through National Notary Assn.