

WHEREAS, the Company acknowledges and agrees that the Grant in the form of Rebates on Taxes as described in this Agreement is strictly contingent upon its compliance with this Agreement and the Performance Agreement in accordance with the terms and conditions set forth in both agreements.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Company agree as follows:

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant. Subject to the terms and conditions of this Agreement and provided the Company is not in default of this Agreement or the Performance Agreement, the City will, pursuant to Chapter 380, provide the Rebates, in the form of the Grant to the Company, equivalent to fifty percent (50%) of the Taxes collected by the City from the Company ("Grant"), commencing with the 2013 taxable year. Each taxable year, commencing in 2013 and continuing through the 2018 taxable year, the City will provide the Grant to the Company; provided, however, notwithstanding anything to the contrary herein, the total Grant to be provided to the Company by the City shall not, under any circumstance, exceed Thirty-One Thousand and No/100 Dollars (\$31,000.00) ("Maximum Grant"). As long as the Company is in compliance with this Agreement and the Performance Agreement, the City will tender the Grant, annually, to the Company on the 1st day of April of each year following the year in which the City collected the Taxes and continuing through the end of the period of the Grant subject to the Maximum Grant.

3. Default and Recapture Provision. (a) Event of Default. In the event ("Event of Default") that the (1) Company allows its Taxes owed the City to become delinquent; or (2) Company breaches any of the terms or conditions of this Agreement or the Performance Agreement, then the Company shall be in default. In the event that the Company defaults in its performance, then the City shall give the Company written notice of such default, and if the Company has not cured any default within thirty (30) days of said written notice, this Agreement may be terminated by the City. In the event of default by the Company, the City shall be entitled to reimbursement of the Grant tendered to the Company. In addition, City shall be entitled to any other remedies available at law or equity.

(b) Upon the occurrence of default by the City, the Company shall give written notice of such default, and if City has not cured the default within thirty (30) days within said written notice, this Agreement may be terminated by the Company. The Company shall have the right to seek specific performance of this Agreement as its sole and exclusive remedy.

4. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon