

FEB 8 2011

CITY OF NORTH PORT

**ECONOMIC DEVELOPMENT  
AGREEMENT**

This ECONOMIC DEVELOPMENT AGREEMENT, dated as of the ~~13~~<sup>14</sup> day of December, 2010, is entered into by and between CITY OF NORTH PORT, a municipal corporation of the State of Florida ("CITY"), and ADAMS BROS. CABINETS, INC., a Florida corporation, doing business as ADAMS GROUP ("COMPANY").

**RECITALS**

- A.** WHEREAS, the Florida Legislature, by its enactment of Section 166.021(9), Florida Statutes, (1) declared it to be in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state, (2) authorized the governing body of any municipality to expend public funds to attract and retain business enterprises, (3) found that the use of public funds toward the achievement of such economic development goals constitutes a public purpose, (4) declared that the provisions of Chapter 166 conferring powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of Section 166.021(9), Florida Statutes, and (5) declared that for purposes of Section 166.021(9), Florida Statutes, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community;
- B.** WHEREAS, COMPANY currently operates its business at 8079 Golf Course Boulevard, Punta Gorda, Charlotte County, Florida;
- C.** WHEREAS, COMPANY intends to relocate its business from Charlotte County to the City of North Port;
- D.** WHEREAS, COMPANY intends to enter into an economic development agreement with Sarasota County which will contain financial incentives for COMPANY's relocation from Charlotte County to Sarasota County;
- E.** WHEREAS, COMPANY proposes to purchase a parcel of land and existing buildings located at 2209 and 2227 Murphy Court, North Port, Florida, as more particularly described in Exhibit A (the "Site"), renovate the existing buildings, and acquire and install machinery and equipment therein to use in the operation of its business (the "Facility");

- F. WHEREAS, COMPANY expects to make capital expenditures at the Facility of at least \$4,495,000 on or before December 31, 2011];
- G. WHEREAS, pursuant to the authority of Section 166.021(9), the Municipal Home Rule Powers Act (the "Act"), CITY has agreed, after having conducted a public hearing thereon and having made all necessary findings and determinations required by law, to provide certain incentives to COMPANY as more particularly described herein to induce COMPANY to: (1) relocate its business from Charlotte County, Florida to the City of North Port, Florida; (2) acquire the Site; (3) renovate the existing buildings at the Facility and make certain other improvements upon the Site; (4) locate certain equipment upon the Site, and (5) facilitate the provision of certain jobs at the Facility;
- H. WHEREAS, for and in consideration of the incentives from CITY hereinafter described,, COMPANY has agreed to: (1) relocate its business from Charlotte County, Florida to the City of North Port; (2) acquire the Site; (3) renovate the existing buildings at the Facility and make certain other improvements upon the Site; (4) locate certain equipment upon the Site; and (5) to facilitate the provision of jobs at the Facility; all as more particularly described herein;
- I. WHEREAS, in connection with the Facility construction, COMPANY will exercise best efforts to purchase supplies from businesses located within the City of North Port, to use local companies located in the City of North Port as contractors, and will encourage its contractors and subcontractors to do the same and to house themselves and their employees and contractors within the City of North Port during the construction so as to maximize hotel/motel tax receipts and to expand the economic impact to the City of North Port and its businesses;
- J. WHEREAS, COMPANY understands that the economic development grant (the "Grant") contemplated under this Agreement provides that if COMPANY does not create and maintain the required number of full-time equivalent employment positions (hereinafter referred to as "jobs") meeting the conditions set forth herein, COMPANY shall be required to reimburse CITY the sum of Two Thousand Dollars (\$2,000) for each such job it does not create and maintain meeting the requirements regarding wages, benefits and employee residency, as more particularly set forth herein.
- K. WHEREAS, it is anticipated that COMPANY's capital investment in and at the Site and its operations there will generate significant ad valorem tax revenues to CITY and sales tax revenues which are shared with CITY, which revenue sources constitute a material part of the financial basis for CITY entering into this Agreement;
- L. WHEREAS, COMPANY acknowledges that but for CITY's provision of the Grant in this Agreement, it would not relocate to the City of North Port and enter into this Agreement; and
- M. WHEREAS, COMPANY is qualified to do business in the State of Florida;

**N.** WHEREAS, the parties desire hereby to document their respective commitments, and, to the fullest extent permitted by Florida law, contractually bind themselves thereto, the parties desire to enter into this Agreement on the following terms and conditions.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements contained herein, the parties agree and contract as follows:

1. Definitions. As used herein the following terms shall have the following meanings:

"Affiliate" means any entity that COMPANY controls, that controls COMPANY, or that is under the common control of another with COMPANY.

"Agreement" means this Agreement as from time to time amended.

"Company" means ADAMS BROS. CABINETRY, INC., a Florida corporation, doing business as ADAMS GROUP, and its successors and assigns.

"Conflicting Law" means applicable state or federal laws and any rules, regulations, orders, executive mandate or any state or federal court decision thereunder (or any approvals permits, authorizations or conditions thereto) which precludes or substantially increases the cost of performance of or compliance with any provision of this Agreement by COMPANY or CITY.

"CITY" means the City of North Port, a municipal corporation of the State of Florida.

"Effective Date" means the date first set out above.

"Facility" means the Site, the building or buildings and other improvements now or hereafter constructed on the Site, and the Personal Property, including furniture, furnishings, fixtures, machinery and equipment, installed in the building or buildings or located on the Site and used by COMPANY in its operations., together with any additions thereto.

"Grant" means an Economic Development Grant made pursuant to Section 1 hereof.

"Personal Property" means all tangible personal property contained in the Facility or otherwise located on the Site.

"Proprietary Confidential Business Information" means information that is owned or controlled by the corporation, partnership, or person requesting confidentiality under this section; that is intended to be and is treated by the corporation, partnership, or person as private in that the disclosure of the information would cause harm to the business operations of the corporation, partnership, or person; that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning: (1) business plans; (2) internal auditing controls and reports of internal auditors; (3) reports of external auditors for privately held companies.

"Qualifying Expenditures" means all expenditures for Real Property and Personal Property installed at or placed in service at the Site, including the value of relocated equipment.

"Real Property" means the Site and the building or buildings and fixtures constructed or caused to be constructed and installed in or on the building or buildings or improvements on the Site.

"Site" means the parcel of land referred to in the Recitals and as described in Exhibit A, plus any additional land in the City of North Port acquired in connection with any addition or expansion of the Facility during the Term.

"State" means the State of Florida.

"Term" means the term of this Agreement as defined in Section 13 hereof.

"Trade Secret" has the same meaning as in Section 688.002, Florida Statutes.

2. Grant. To induce COMPANY to acquire the Site and locate the Facility thereon, make the investments therein and to facilitate the creation of jobs in the City of North Port, and subject to the terms and conditions of this Agreement, CITY will make to COMPANY from any lawfully available funds not otherwise restricted, the Economic Development Grant as set forth in this Section 1.

(a) The CITY shall make a maximum Grant to COMPANY in the amount of Two Hundred Thousand Dollars (\$200,000) payable in accordance with the following provisions.

(b) Commencing not later than ten (10) days after the end of the next calendar quarter after the date that the takes occupancy at the Facility, and continuing throughout the Term, an authorized, knowledgeable COMPANY representative shall, within ten (10) days of the end of each calendar quarter, deliver to CITY a properly executed affidavit in a form satisfactory to CITY documenting the number of new jobs created by COMPANY during the calendar quarter, the cumulative total job creation year-to-date, the total jobs as of the end of the reporting period, and the cumulative total job creation for prior years.

(c) Subject to a cumulative maximum limit of \$200,000, within forty-five (45) days of CITY's receipt of COMPANY's quarterly affidavits, CITY shall pay to COMPANY the sum of \$2,000.00 for each net new job created by COMPANY during the preceding quarterly reporting period. "Net new job" shall be interpreted to mean a new full-time equivalent employment position that results in an increase in the total number of full-time equivalent employment positions at the Facility.

(d) If, at the conclusion of the Term, or at such earlier time as the Agreement may be terminated, the total number of net new jobs on Company's payroll is less than the total number of net new jobs for which CITY has paid COMPANY during the Term, COMPANY shall reimburse CITY the sum of \$2,000 per job for each job CITY has paid COMPANY under this Agreement and which is no longer on COMPANY'S payroll, Any payment due from

COMPANY to CITY under this paragraph shall be paid within forty-five (45) days of the end of the Term, or such earlier date as the Agreement is terminated.

(e) Commencing not later than ten (10) days after the end of the next calendar quarter after the date that COMPANY takes occupancy of the Facility, and continuing throughout the Term, an authorized, knowledgeable COMPANY representative shall, within ten (10) days of the end of each calendar quarter, deliver to CITY a properly executed affidavit in a form satisfactory to CITY showing that COMPANY has met the Qualifying Expenditure Requirement and setting forth the amount of COMPANY's Qualifying Expenditures relating to the Facility during the calendar quarter, cumulative total Qualifying Expenditures year-to-date, and cumulative total Qualifying Expenditures for prior years.

(f) CITY's duly authorized and designated officials charged with carrying out this Agreement and having a need to know, or their designees, shall have the right to examine COMPANY's records relating to the Facility and relevant to compliance by COMPANY with this Agreement from time to time on reasonable notice and at reasonable times as may be necessary to verify COMPANY's compliance with the Job Creation Requirement and Qualifying Expenditures Requirement. COMPANY shall maintain such records at the FACILITY or other location within the City of North Port.

3. Other Incentives. In addition to the Grant, CITY shall provide additional economic development incentives as follows:

(a) CITY shall provide expedited review and approval of site and building plans and applications for site work and building permits, and assign a building inspector promptly to perform all inspections required for the construction and occupancy of the Facility.

(b) CITY shall expeditiously process any application made by COMPANY for an Economic Development Ad Valorem Tax Exemption as provided by Section 196.1995, Florida Statutes, and by City of North Port Ordinance No. 2010-24, as amended by Ordinance No. 2010-44.

4. Job Creation Requirements. As a condition of its receipt of the Grant, COMPANY:

(a) shall relocate its existing business operation from Charlotte County to the City of North Port, together with not less than sixty-two (62) existing jobs, which COMPANY shall maintain throughout the Term;

(b) shall create and maintain one hundred two (102) net new jobs during the Term.

(c) shall compensate employees hired for a relocated job or newly created job at an average annual wage of not less than \$45,627, adjusted annually according to the percent average annual change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) for the South Region;

(d) shall undertake best efforts to maintain employment benefits for each relocated and newly created job in substantially the same form as they exist for employees on the Effective Date;

(e) shall undertake best efforts to fill not less than fifty percent (50%) of all newly created jobs and vacated relocated jobs with employees who are residents of the City of North Port so long as COMPANY reasonably determines that there are a sufficient number of properly qualified applicants residing in the City of North Port.

5. The Facility; Minimum Qualifying Expenditures Requirement. As a condition of its receipt of the Grant, COMPANY:

(a) shall acquire the Site; construct the Facility on the Site, operate the Facility at least through the end of the Term, locate and maintain upon the Site the Personal Property, and make Qualifying Expenditures in the Site and Facility of not less than \$4,945,000 not later than December 31, 2011.

(b) shall, in constructing the Facility on the Site and making the investment in Real Property and Personal Property set forth in this Agreement, exercise COMPANY's best efforts to use engineers, surveyors, vendors, contractors, subcontractors and other companies based in the City of North Port, purchase supplies from businesses located in the City of North Port, and shall encourage its contractors and subcontractors to do the same.

(c) shall encourage its contractors and subcontractors to house themselves and their employees and contractors within the City of North Port during the construction in order to maximize hotel/motel tax receipts and to expand the economic impact to the City of North Port and its businesses.

6. No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of CITY within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of this Agreement are reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers, or as a donation or a lending of the credit of CITY, within the meaning of the Florida Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of CITY's moneys, nor shall any provision of this Agreement restrict to any extent prohibited by law any action or right of action on the part of any future City of North Port Board of Commissioners. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

7. Assignment; Estoppel.

(a) Except as hereinafter provided, neither this Agreement nor any rights, privileges, or claims created by this Agreement may be transferred by COMPANY without the prior written

approval of CITY, which approval will not be unreasonably withheld, conditioned or delayed; provided that COMPANY may assign this Agreement to any Affiliate that assumes in writing all of COMPANY's obligations under this Agreement without CITY's approval but with written Notice to CITY within thirty (30) days after such assignment. Any attempted assignment in breach of this Agreement shall be void.

(b) CITY shall furnish a statement in writing in any form reasonably requested by COMPANY, to a proposed lender or any permitted assignee (i) certifying that this Agreement is unmodified and in full force and effect, if accurate (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect, if accurate), (ii) acknowledging that there are not any uncured defaults on the part of COMPANY hereunder, or specifying such defaults if any are claimed and (iii) setting forth such further information with respect to the status of this Agreement or the subject matter hereunder as may be reasonably requested. Any such statement may be relied upon by any proposed lender, landlord or permitted assignee. CITY's failure to deliver such statement within such time shall, at the option of COMPANY, be conclusive upon CITY that this Agreement is in full force and effect and without modification except as may be represented by COMPANY in any certificate prepared by COMPANY and delivered to CITY for execution within thirty (30) days of the written request therefor actually received by CITY.

8. Disclaimers. COMPANY acknowledges that CITY has not designed the Facility, that CITY has not supplied any plans or specifications with respect thereto and that CITY (a) is not a manufacturer of, nor dealer in, any of the component parts of the Facility or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (1) the choice of any contractor, supplier, vendor or designer of, or any other contractor with respect to, the Facility or any component part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Facility or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) has not made any warranty or other representation, express or implied, that the Facility or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which COMPANY intends therefor, or (iii) is safe in any manner or respect.

CITY MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE FACILITY OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, AND FURTHER INCLUDING THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE

REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE FACILITY'S ABILITY TO PERFORM ANY FUNCTION; OR ANY OTHER CHARACTERISTIC OF THE FACILITY; IT BEING AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, COMPANY IS TO BEAR ALL RISKS RELATING TO THE FACILITY, THE COMPLETION THEREOF AND THE TRANSACTIONS CONTEMPLATED THEREBY AND COMPANY HEREBY WAIVES THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF CITY AS THEY MAY RELATE TO THE FOREGOING. IN NO EVENT SHALL CITY BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

The provisions of this Section shall survive the Agreement's termination for any reason or its expiration.

9. Controlling Law. This Agreement is entered into pursuant to the laws of the State of Florida, and shall be construed and enforced thereunder.

10. Force Majeure. Notwithstanding anything contained in the Act or this Agreement to the contrary, and subject to the terms of this Section, COMPANY's failure to perform its obligations under this Agreement, other than with respect to the payment of money or the giving of any notice required hereunder, shall not be a default, and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole in part to one or more of the following:

(a) acts of God; acts of public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in construction at the Facility); civil disturbance; terrorist act; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Facility, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; discovery of hazardous or toxic materials; failure of the Internet; failure of power, telecommunication, data connectivity or other services to be delivered to the Facility by any third party including any local utility provider; delays caused by any dispute resolution process; or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required hereunder, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated;

(b) a Temporary Contraction, lasting no longer than six (6) months, undertaken for the purpose of effectuating major repairs, maintenance or replacement of any equipment or property at the Facility or making any major improvements to the Facility; or

(c) a Temporary Contraction, lasting no longer than twelve (12) months, due to a material adverse change in United States, world or applicable state or local market conditions with respect to the business of COMPANY and/or general business, economic or market conditions (including changes generally in prevailing interest rates, credit availability and liquidity, currency exchange rates and price levels or trading volumes in the United States or foreign securities or credit markets).

"Temporary Contraction" means a temporary curtailment in the operation of all or substantially all of the Facility.

The time period in Section 5 shall be extended for a period of time equal to the delay reasonably caused by the events described in subparts (a), (b) or (c) above, as applicable, up to a cumulative maximum of twelve (12) months, so long as COMPANY shall have furnished CITY on a timely basis, on the occurrence of such event, written notice of such event.

11. Defaults; Remedies; Dispute Resolution and Cooperation.

(a) The following shall constitute events of default hereunder:

(i) COMPANY's failure to pay any amount due to CITY pursuant to Section 2(d) hereof;

(iii) COMPANY's assignment or attempted of this Agreement in violation of the terms of Section 7 hereof;

(iv) COMPANY's failure to operate the Facility throughout the Term; and

(v) COMPANY's breach or violation of any of its covenants, conditions or agreements contained herein; and

(vi) if any warranty or representation of COMPANY shall have been untrue or inaccurate when made and such breach or violation shall continue in effect for a period of thirty (30) days following written notice thereof, or in the case of any breach or violation that is capable of being remedied, but incapable of being remedied within a period of thirty (30) days, such further period as is reasonable in the circumstances;

(vii) COMPANY's uncured default under the terms of the economic development agreement entered into between COMPANY and Sarasota County.

If any event of default specified in Section 11(a) shall occur and continue for a period of thirty (30) or more days after written notice thereof to COMPANY, CITY's sole and exclusive remedy shall be to terminate this Agreement, whereupon CITY shall be entitled to recover from COMPANY any amount due under Section 2(d). In the event of any other default hereunder not described in Section 11(a), CITY shall have such rights and remedies as may be available in law or equity.

(b) If CITY shall default in the performance of its obligations hereunder or any of its warranties and representations shall have been false or inaccurate in any material respect when made, and such default or violation shall continue for a period of thirty (30) or more days after written notice thereof to CITY, COMPANY shall have such rights and remedies as are available in law or equity.

(c) In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Twelfth Judicial District, in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. CITY further agrees to reasonably assist COMPANY in its present as well as future applications for any incentives, grants and programs that may be or, alternatively, become available from CITY and/or the State. Likewise, COMPANY agrees, at no expense to COMPANY, to reasonably assist CITY in its present as well as any future applications for any incentives, grants or programs that may be, or alternatively, become available from CITY and/or the State.

(d) Both COMPANY and CITY acknowledge that any and all monies appropriated and expended by CITY for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on the Act. If one or more lawsuits are brought against CITY or any elected official, officer, agent or employee of CITY challenging the legality of this Agreement, then CITY shall exercise its reasonable efforts to defend against any and all such lawsuits. COMPANY will support and assist CITY in such efforts in any litigation; if both CITY and COMPANY are sued, the parties shall consider whether a joint defense agreement is feasible. Each party will cooperate with the other party in the common defense (should any defense ever be necessary) of this Agreement and/or the incentives granted hereunder. CITY will engage counsel as may be necessary to defend itself with respect to this Agreement and its power and authority to enter into this Agreement.

12. Conflicting Law; Severability. If a Conflicting Law is enacted after the Effective Date, then CITY and COMPANY shall meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement providing CITY and COMPANY with the rights and remedies intended to be provided herein. Nothing herein shall preclude either CITY or COMPANY from challenging the validity of any Conflicting Law. Each provision in this

Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected. If the Grant, or any portion thereof, is deemed by a court of competent jurisdiction to be *ultra vires* or not authorized by the laws or Constitution of the State of Florida, then CITY shall use reasonable efforts to provide equivalent incentives to COMPANY as allowed by law.

13. Term: Survival. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated, shall continue in force for six (6) years from the Effective Date. If neither COMPANY nor any assignee is operating the Facility as herein, then following thirty (30) days notice to COMPANY and a reasonable opportunity to cure during that period, if the failure is not cured, this Agreement shall terminate. Sections 2(c) and 2(d), 8, 11(c) and 11(d) shall survive the expiration or termination of this Agreement for any reason, along with any other provision of this Agreement which shall, by its terms, survive termination or expiration.

14. Confidentiality. COMPANY may designate any Trade Secrets or Proprietary Confidential Business Information included in any report or other writing delivered to CITY pursuant to this Agreement by any method intended to clearly set apart the specific material that COMPANY claims to be either its Trade Secrets or Proprietary Confidential Business Information. In accordance with Section 288.075, Florida Statutes, CITY shall treat Trade Secrets and Proprietary Confidential Business Information as confidential and exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution. CITY shall give prompt written notice to COMPANY of receipt of any request to inspect or for which it has received a request to provide copies of public records relating to this Agreement or the Facility. The notice shall include a copy of the request. The costs, damages, if any, and attorneys' fees in any proceeding commenced by COMPANY or at its request by CITY to prevent or enjoin the release of confidential business information or trade secrets in any public records relating to this Agreement or the Facility shall be borne by COMPANY. CITY shall not be obligated to defend any action involving the right to inspect or obtain copies of public records relating to this Agreement or the Facility unless it is first indemnified to its satisfaction against reasonable costs, damages and attorneys' fees actually incurred. Notwithstanding any provision of this Agreement to the contrary, but subject to the notice requirement set forth herein, nothing in this Agreement shall be deemed to prevent CITY from complying fully with the State of Florida's public records laws.

15. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon the first to occur of (i) actual receipt by the intended recipient, or (ii) the fifth (5th) business day after it is properly deposited in the United States mail via certified mail, return receipt requested.

Each party's address to which such Notices shall be delivered is listed below:

If to CITY: City Manager  
City of North Port  
4970 City Hall Boulevard  
North Port, Florida 34286

With a copy to: Economic Development Manager  
City of North Port  
4970 City Hall Boulevard  
North Port, Florida 34286

If to COMPANY: Ethan Adams, President  
Adams Bros. Cabinetry, Inc.  
8079 Golf Course Boulevard  
Punta Gorda, Florida 32982-2428

Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other party five (5) business days prior to the effective date of such change.

16. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a business day, such payment shall be made or act performed or right exercised on or before the next business day.

17. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then (a) such determination shall not invalidate or render unenforceable any other provision of this Agreement; (b) such provision shall be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms hereof, together with such reconstructed provision, shall constitute the parties' entire agreement hereof.

18. Amendments. This Agreement shall not be changed except by written instrument signed by all the parties.

19. Binding Effect and Effectiveness; Representations and Warranties.

(a) Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance.

(b) The Company represents and warrants to CITY that as of the Effective Date:

(i) COMPANY is a for-profit corporation, duly organized under the laws of the State of Florida, maintains a place of business within the State of Florida, and is validly existing and authorized to do business in the State of Florida.

(ii) COMPANY has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;

(iii) This Agreement (a) is the lawful, valid and binding agreement of COMPANY, enforceable against COMPANY in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on COMPANY, the charter documents of COMPANY or any provision of any indenture, agreement or other instrument to which COMPANY is a party; and (c) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which COMPANY is a party;

(iv) COMPANY has not received written notice of any action having been filed against COMPANY that challenges the validity of this Agreement or COMPANY's right and power to enter into and perform this Agreement; and

(v) CITY represents and warrants to COMPANY that CITY is a municipal corporation of the State of Florida with power and authority to enter into and perform this Agreement; CITY has taken all action necessary to authorize the execution, delivery and performance of this Agreement; this Agreement is a valid, binding and enforceable obligation of CITY; and to CITY's knowledge no action or proceeding is pending or threatened, challenging this Agreement or CITY's right and power to enter and perform this Agreement. As used in this Agreement, the phrase "CITY's knowledge" shall mean the actual knowledge, at the time of execution of this Agreement by CITY, of the City Attorney and the City Manager.

20. Liability of Officers and Agents. No official, officer, agent or employee of CITY or COMPANY shall be subject to any personal liability or accountability by reason of the execution or performance of this Agreement or any other documents related to the transactions contemplated hereby. Such officials, officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such official, officer, agent or employee from the performance of any official duty provided by law.

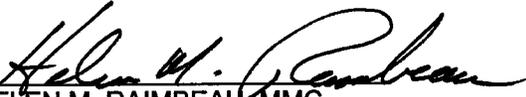
21. Publicity. Except as required by law, CITY shall make no public announcement of the entering into of this Agreement or the terms and conditions hereof without the prior written consent of COMPANY.

22. Counterparts; Exhibits. This Agreement may be executed in any number of separate counterparts. Each executed counterpart shall constitute an original, and all of them taken together

shall constitute a single instrument. All the Exhibits attached to this Agreement are incorporated herein by reference.

ATTEST:

CITY OF NORTH PORT, FLORIDA

  
HELEN M. RAIMBEAU, MMC  
CITY CLERK

  
JIM BLUCHER  
COMMISSION CHAIR

Approved as to form and correctness:

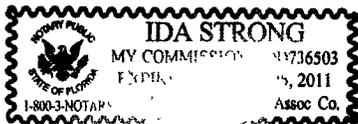
  
ROBERT K. ROBINSON  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of December, 2010 by JIM BLUCHER, as the Commission Chair of THE CITY OF NORTH PORT, FLORIDA, on behalf of THE CITY OF NORTH PORT. He/She is personally known to me and did not take an oath.

AFFIX SEAL

  
Notary Public



[Signatures continue on following page.]

ADAMS BROS. CABINETRY, INC.,  
a Florida corporation,  
doing business as  
ADAMS GROUP

*[Signature]*  
Witness

By: *[Signature]*  
Ethan M. Adams

BENJAMIN J. Adams  
Print Name

As: President

*[Signature]*  
Witness

Richard Thompson  
Print Name

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of JANUARY, 2011,  
by Ethan M. Adams, as President of ADAMS BROS. CABINETRY, INC., a Florida corporation, authorized  
to do business in the State of Florida, on behalf of the corporation. (H)She is personally known to me ~~or~~  
has produced \_\_\_\_\_ as identification and did not take an oath.

AFFIX SEAL

*[Signature]*  
Notary Public

