

USE AGREEMENT

THIS USE AGREEMENT made this _____ day of _____, 2026, by and between the **TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC AS CREATED PURSUANT TO CHAPTER 163, PART III, FLORIDA STATUTES**, located at 8800 SW 36 Street, Davie, FL 33328 (“CRA”) and **TUBACH MOTORS., INC, A CORPORATION**, located at 4301 SW 64 Avenue (“USER”), for the Use of the building and land located at 4301 SW 64 Avenue, Davie, FL 33314 (“Property”).

1. Property

CRA agrees to allow USER to exclusively utilize the Property located at 4301 SW 64 Avenue, Davie, FL 33314 (the “Property”) during the terms of this Use Agreement. The Property shall be used exclusively as a motor vehicle repair shop (the “Permitted Use”).

Both Parties agree this Use Agreement is contingent upon the execution of the Purchase and Sale Agreement between the Parties (the “PSA”), and the closing on the Property in accordance with the terms of the PSA.

No pets or animals, other than service animals, are allowed to be kept in or about the Property or in any common areas in the building located on the Property.

2. Term

The term of this Use Agreement commences on the closing of the PSA (“Closing”) and shall be for twenty-four (24) months from Closing. USER may elect to vacate the Property prior to the end of the twenty-four (24) months, upon thirty (30) day written notice to CRA. USER will receive no compensation if they vacate the Property early.

3. Use and Occupation

USER will use and occupy the Property only for the Permitted Use which is the exclusive use of a motor vehicle repair shop, and for no other purpose whatsoever. USER shall maintain a Business Tax Receipt during its occupation of the Property. USER shall conduct its operation in such manner as to comply with all statutes, bylaws, rules, and regulations of any federal, state, county, municipal, or other competent authority and will not intentionally or knowingly do anything on or in the Property in contravention of any of them.

4. Escrow Holdback

At Closing, Escrow Agent, Nabors, Giblin, & Nickerson, P.A., shall hold \$250,000 of Seller's/USER's proceeds from Closing in an interest bearing escrow account in accordance with the terms of the PSA (the "Holdback"). Both parties agree the Holdback will be held in escrow, to be used in the event of environmental remediation costs incurred by CRA or to complete repairs to the building located on the Property due to the negligent acts or omissions by USER in accordance with the terms of the PSA and this Use Agreement. Usual and customary charges associated with the operation or maintenance of the interest bearing account shall be deducted from the Holdback.

CRA shall have forty five (45) days upon USER's vacation of the Property to notify USER of a claim against the Holdback (the "Claim Window"). USER shall have thirty (30) days to cure from receipt of CRA's written notice; provided, however, if such cure shall take in excess of thirty (30) days, USER shall have a reasonable period of time not to exceed ninety (90) days to cure. If USER fails to timely cure, CRA shall be authorized to draw upon the Holdback for expenses actually incurred by CRA to cure. During the cure period, USER shall have sole discretion on fixing the cure themselves or retaining a licensed company to cure. If permits are required, USER shall be solely responsible in obtaining the required permits to cure. If USER fails to timely cure, CRA shall have sole discretion on whether to cure utilizing CRA staff or selecting a company to cure. CRA shall provide USER appropriate invoices upon the finalization of curing the deficiency. The draw down of the Holdback shall reflect the invoices provided by CRA to USER. Any remaining funds shall be released to USER within seven (7) days upon curing the deficiency.

Automatic Release - If CRA does not deliver written notice of a claim against the Holdback within Claim Window, the Escrow Agent shall release the entire Holdback, including all accrued interest, to USER within five (5) business days after expiration of the Claim Window without further action or instruction required from CRA.

5. Inspections and CRA's Right to Enter

CRA and USER will complete, sign, and date an inspection report at the beginning of this USE AGREEMENT and at the end of this USE AGREEMENT. CRA shall have the right to enter the property upon 24 hours written notice to USER, except during an emergency. In the event of an emergency, CRA has the right to enter the property to mitigate and safeguard the property. In the event CRA enters the property due to emergency circumstances, CRA shall notify USER as soon as practicable. USER shall provide CRA with the appropriate keys and passcode information to enter the property in the event of an emergency. Except in an emergency, any entry to the Property

shall not interfere with the operation or management of the Property and comply with all reasonable security and insurance requirements and procedures of USER.

6. USER Improvements

USER will obtain written permission from CRA before doing any of the following:

- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- d. affixing to or erecting upon or near the Property any radio or TV antenna or tower, or satellite dish; or
- e. installing or affixing upon or near the Property any equipment, machinery or apparatus; provided, however, that replacement of any equipment or machinery in the Property as of Closing may occur without CRA's prior consent.
- f. Any capital expenditure that exceeds \$5,000.00.

USER shall be responsible for obtaining any required permits and pass all required inspections.

7. Utilities, Taxes, and Other Costs

USER is responsible for the payment of any and all utility costs to include but not limited to: water, electric, sewer, internet, or telephone. USER is responsible for paying for waste service. Both Parties are responsible for paying the Property taxes assessed, as outlined in Section 9.2 of the PSA.

8. Insurance and Indemnification

USER is hereby advised and understands that the personal property of USER is not insured by CRA for either damage or loss, and CRA assumes no liability for any such loss. During the term of

this Use Agreement, USER shall maintain insurance as follows:

Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including Products & Completed Operations and Personal and Advertising Injury. Each Party is responsible for the acts or omissions of their own officers, agents, employees, or guests. CRA expressly and unequivocally retains its sovereign immunity in Florida Statutes § 768.28, as amended.

9. Emergencies

In the event the Property suffers or is threatened with material damage (an "Emergency"), USER must take all actions reasonably necessary to prevent or minimize damage and will notify CRA as soon as possible. Emergencies include, without limitation, fires, tornadoes, hurricanes, acts of violence, or other occurrences which require immediate action. If the Property is damaged to the extent that a substantial portion of it becomes unusable, then termination of this USE AGREEMENT shall be upon five (5) days' written notice. In such event, USER shall have fifteen (15) days after the cessation of the applicable emergency to remove all of its equipment, trade fixtures, personal effects, and the like, and CRA shall provide reasonable access to the Property during such fifteen (15) day period. If for whatever reason, this property sustains any damage and becomes untenable or unusable for USER's operations, CRA shall not be responsible for any delays, costs, relocation costs or business impacts. In no event shall USER be required to repair or replace any portion of the Property caused by an Emergency; provided, however, that USER shall be liable to repair any damage caused by it or as otherwise provided in this Agreement. In no event shall CRA be required to repair or replace any portion of the Property caused by an Emergency.

USER designates Robert Tubach, President, daviegarage@gmail.com, (954) 646-1101 as the primary point of contact concerning matters in relation to the day to day use or emergency of the Property.

10. Governing Law

Any claims, objection, or dispute arising out of the terms of this agreement shall be exclusively litigated in a non-jury trial in the Seventeenth Judicial Circuit in and for Broward County, Florida.

11. Severability

If there is a conflict between any provision of this Use Agreement and the applicable legislation of the State of Florida (the 'Act'), the Act will prevail and such provisions of the Use Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Use Agreement.

If any provision is declared invalid by a court of competent jurisdiction the remaining provisions shall remain in full force and effect.

12. Assignment and Subletting

USER will not assign this Use Agreement, or sublet or grant any concession or license to use the Property or any part of the Property. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at CRA's option, terminate this Use Agreement.

13. Maintenance

USER will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the Term and any extension of this Use Agreement.

USER will be responsible, at its own expense to maintain property in its entirety including but not limited to replacing, fixing, and maintaining all plumbing and plumbing fixtures, all electrical light bulbs and wiring, and fixtures, the roof, flooring, water heaters, windows, the foundation, grounds, parking area, A/C units, and all other fixtures and appurtenances serving the Property. Other than with respect to light bulbs or when caused by the negligence or willful misconduct of USER, USER shall not be required to replace any systems associated with the Property. CRA shall not be required to repair, replace, or maintain any systems, appurtenances, or structures associated with the Property.

USER will water, fertilize, weed, cut, and otherwise maintain the grass area in a reasonable condition including any trees or shrubs in or about the Property.

CRA shall provide written notice to USER in the event of deficiencies in maintenance of the Property. USER shall have fourteen (14) days to rectify any deficiency upon written notice. In the

event the maintenance deficiency requires additional time to rectify, USER must notify CRA requesting more time and CRA, in its sole but reasonable discretion, may grant additional time.

14. Care and Use of Property

USER will promptly notify CRA of any damage, or of any situation that may significantly interfere with the normal use of the Property.

15. Condition of Premises

USER accepts the Premises in its "AS IS" condition. CRA makes no warranties, express or implied, as to the condition or suitability of the Premises for USER's intended use.

16. Surrender of Property

At the expiration of the Use Agreement term, USER will quit and surrender the Property in as good a state and condition as they were at the commencement of this Use Agreement, reasonable use and wear and damages by the elements or from any EMERGENCIES excepted. Any fixtures or Personal Property left on the Property after the expiration of the Use Agreement, shall become the property of Buyer.

17. Hazardous Materials

Except as otherwise used in the normal course of USER's business operations, USER will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

18. Time is of the essence.

Time is of the essence in the performance of this Agreement.

19. No Construction Against Drafting Party

CRA and USER acknowledge that each of them and their respective counsel have had an opportunity to review this Use Agreement and that this Use Agreement shall not be construed for or against either party merely because that party prepared or drafted this Use Agreement or any particular provision of it.

20. Default

Except as otherwise provided in this Agreement, either Party shall provide thirty (30) days written notice to the other Party declaring a default under this Agreement. The defaulting Party shall have thirty (30) days after receipt of the notice of default to cure such default. The failure to cure the default shall be considered a breach of this Agreement.

21. Counterparts; Complete Agreement.

This Agreement is being executed in at least two (2) original counterparts, each of which shall for all purposes be deemed an original and all of such counterparts shall together constitute but one and the same agreement. The parties agree that a PDF or facsimile copy or counterpart of this Agreement shall be as binding, enforceable, and admissible as the originally signed document, consistent with state and federal law regarding duplicates

22. Notice

Notice to either party shall be as follows:

DAVIE COMMUNITY REDEVELOPMENT AGENCY
ATTN: CRA Attorney
8800 SW 36th Street
Davie, FL 33328
Phone No: 954-797-1844

DAVIE COMMUNITY REDEVELOPMENT AGENCY
ATTN: CRA Director
8800 SW 36th Street
Davie, FL 33328
Phone No: 954-797-1041

TUBACH MOTORS INC.
C/O Robert Tubach
4301 SW 64 Avenue
Davie, FL 33314
Phone No: 954-646-1101

23. General Provisions

Any waiver by CRA of any failure by USER to perform or observe the provisions of this Use Agreement will not operate as a waiver of CRA's rights under this Use Agreement in respect of any subsequent defaults, breaches, or nonperformance and will not defeat or affect in any way CRA's rights in respect of any subsequent default or breach.

Where there is more than one USER executing this Use Agreement, all USERS are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Use Agreement.

Except for the PSA, this Use Agreement constitutes the entire agreement between CRA and USER. Except as otherwise provided in the PSA, any prior understanding or representation of any kind preceding the date of this Use Agreement will not be binding on either party to this Use Agreement except to the extent incorporated in this Use Agreement. In particular, no warranties of CRA not expressed in this Use Agreement are to be implied.

24. Attorney Fees and Costs

In the event of any dispute, claim, or litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party, in addition to any other relief to which it may be entitled.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties to this Use Agreement have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this __ day of _____, 2026.

CRA:

DAVIE COMMUNITY REDEVELOPMENT
AGENCY

By: _____
Judy Paul, Board Chair

USER:

TUBACH MOTORS INC.

Signed by:
Robert Tubach
By: _____
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Robert Tubach, President