

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/8/08 11/13/09 *JK*

Contract/Lease Control #: L09-0349-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: L09-0349-AP
CHARLES D. CUSTER
DAP HANGER LEASE LOT 2/ BLOCK 8

Lessor: OKALOOSA
EXPIRES: 1/14/2022

Effective Date: 10/8/08 AMOUNT: \$ AS PER SECTION 6 OF THE LEASE

Term: 1/14/2022

Description of Contract/Lease: DAP HANGAR SPACE LOT 2/ BOCK 8

Department Manager: AIRPORT

Department Monitor: DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

ADDITIONAL INSURED ENDORSEMENT

In consideration of an additional premium of \$ (Included) , the following are included as additional **insured**, but only with respect to the liability coverage afforded by this policy and is subject to the following:

As respects N472

(Only the clause(s) indicated by an "X" shall apply.)

- ☒ Excess Liability - Coverage only applies after all other coverage available to the additional **insured** has been exhausted.
- ☒ Non-operational - Coverage only applies with respect to the vicarious liability of the additional **insured** for the operation of the **aircraft** by the Named **Insured**, including any interest in the **aircraft** as owner/lessor.
- ☐ Flight Instruction - Coverage only applies while instructing, supervising, evaluating or examining the following pilots, who must also meet the requirements of the Pilots Endorsement:

- ☒ Hangarkeepers - Coverage only applies with respect to the storage of **your aircraft**.
- ☒ Workmanship Exclusion - Coverage does not apply to any **occurrence** arising from the design, manufacture, modification, repair, sale, or servicing of **your aircraft** other than ground handling.

Additional **Insured**:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 N
EGLIN AFB, FL 32542-1498

CONTRACT#: L09-0349-AP
CHARLES D. CUSTER
DAP HANGAR LEASE LOT 2/BLOCK 8
EXPIRES: 01/14/2022

All other provisions of this policy remain the same.

This endorsement becomes effective December 14, 2020 to be attached to and hereby made a part of
Policy No. LA 000281079-05 issued to CHARLES D. CUSTER

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 19

Date of Issue December 15, 2020

LAD26 (1/05)

By 
(Authorized Representative)

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 N
EGLIN AFB, FL 32542-1498

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:
CHARLES D. CUSTER
3753 MISTY WAY
DESTIN, FL 32541,

POLICY NO. LA 000281079-05

POLICY PERIOD: From May 20, 2020

to May 20, 2021

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.

		Limits of Liability
A.	Aircraft Liability Single Limit for Bodily Injury and Property Damage <u>In cluding Passengers</u> , but Passenger Bodily Injury Limited within the Single Limit to	\$ <u>1,000,000.</u> each occurrence
B.	Medical Expense <u>In cluding crew</u>	\$ <u>100,000.</u> each passenger
C.	Physical Damage to Your Aircraft	\$ <u>5,000.</u> each passenger

				Coverage Type and Deductibles		
ID Number	Year	Make and Model	Agreed Value	Not-in-Motion	Not-in-Flight	Flight
N472	1963	CESSNA 205	\$ 100,000.	\$ 0.	\$ 0.	\$ 0.
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;

2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;

3. included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;

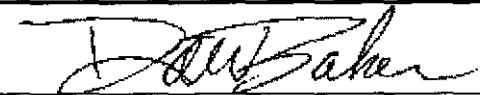
4. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation

The **Aviation Managers** has made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assumes no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 12598861-19

Date of Issue December 15, 2020

By 
(Authorized Representative)

LAD30 (10/16)

AMENDMENT OF LEASE L09-0349-AP
CHARLES CUSTER HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this 22 day of March, 2017, hereby approves this amendment for lease L09-0349-AP ("the Lease Agreement"), between Charles Custer ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on January 12, 2009, Lessee entered into an Assignment of Lease Agreement, L09-0349-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of January 14, 2022; and

WHEREAS, on November 15, 2016 the Board approved a Tiered Buy-Down Option Program. This program enables current lessees with a Board approved rate over \$1.50 to "Opt In" to the new rate by paying a fee based on the lessees remaining lease term, 0 to 5 years \$1,000.00, 6 to 10 years \$2,500.00 and 11 to 20 years \$5,000.00; and

WHEREAS, Lessee desires to Opt In the Tiered Buy-Down program and Lessee's fee, \$1,000.00 (less than six years) has been received; and

WHEREAS, on November 15, 2016 the Board additionally approved the new language for storage of items in the hangar, which the parties now desire to incorporate within the Lease Agreement; and

WHEREAS, the parties now desire to provide additional revisions to the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agrees to the following:

AMENDMENT

1. Section 6 c titled "Ground Lease" of L09-0349-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of ONE THOUSAND EIGHT HUNDRED SEVENTY

FIVE DOLLARS (\$1,875.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L09-0349-AP, is deleted and replaced as follows:

Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in hangars provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

3. Section 13 titled "Taxes" of L09-0349-AP, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

4. Section 18 titled "Insurance" letter "c" of L09-0349-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to

Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 27 "Place of Payments" of L09-0349-AP, is hereby deleted and replaced as follows:

All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

6. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 22 March 2017



ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk
DATE: 3/22/17



LESSEE

Charles Custer
Charles Custer
Date: 2-14-17

ATTEST:

Alex Hoss
Witness

Dee Gendeman
Witness

ACKNOWLEDGMENTS

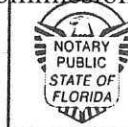
STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES CUSTER who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 14th day of February, 2017, AD.

Kathryn L Wagner
NOTARY

My Commission Expires: 5/7/18



KATHRYN L WAGNER
COMMISSION #FF120742
EXPIRES May 7, 2018
BONDED THROUGH
RLI INSURANCE COMPANY



CA #7

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: March 21, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Charles Custer Hangar Lease Amendment
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Charles Custer Hangar Lease Amendment for Block 8 Lot 2 at the Destin Executive Airport (#L09-0349-AP).

BACKGROUND: On January 12, 2009, Charles Custer entered into an Assignment of Lease for hangar space at the Destin Executive Airport. On November 15, 2016, the Board approved a Tiered Buy Down Option Program which enables current lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessees hangar. Charles Custer desires to "Opt In" the new hangar lease rate and the Airport has received his fee. Charles Custer's certificates of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

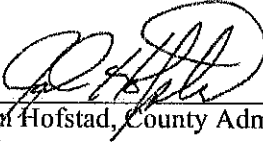
OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve Charles Custer Hangar Lease Amendment for Block 8 Lot 2 at the Destin Executive Airport as described above.

RECOMMENDED BY:


Tracy Stage, Airport Director 3/14/2017

APPROVED BY:


John Hofstad, County Administrator 3/14/2017
John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO9-0349-AP Tracking Number: 2226-17
Contractor/Lessee Name: Charles Custer Grant Funded: YES ☐ NO ☐
Purpose: Amendment One
Date/Term: 1-14-22 1. ☐ GREATER THAN \$50,000
Amount: \$1,875.⁰⁰ annually plus Tax 2. ☐ GREATER THAN \$25,000
Department: Airports 3. ☐ \$25,000 OR LESS
Dept. Monitor Name: Stage / Miner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review


Procurement requirements are met:


Purchasing Director or designee

Date: 1/26/17
Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written:


Risk Manager or designee

Date: 1-30-17
Laura Porter or Krystal King

County Attorney Review

Approved as written:

County Attorney

See approval dated 1/27/2017
Date: _____
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

09-02-17 17:03

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 27, 2017 9:40 AM
To: Dave Miner; Charles Powell
Cc: Krystal King; David Williams
Subject: RE: Amendment One to Custer

Good Morning:

The amendment to the Custer Hangar Lease Agreement is approved for legal sufficiency.

Have a good day,
Kerry

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Thursday, January 26, 2017 10:54 AM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Amendment One to Custer

Charles:

Please send Amendment One to Custer out for coordination. You will receive the original in distro.
Thank you.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Destin Executive Airport Hangar Lease Tiered Buy Down Option Program

Lessee Charles Custer
Lease # L09-0349-AP

Block 8

Lot 2

The Okaloosa County Board of County Commissioners approved a Tiered Buy Down Program for any Destin Executive Airport hangar lease with a Board approved ground lease rate greater than \$1.50 per square foot. The program allows a lessee to reduce their Board approved rate to the \$1.50 appraisal rate. This will be retroactive to October 1, 2016 with a flat fee based on the number of years remaining on the current lease term. All other terms and conditions of the lease remain unchanged with the exception of the Care of Premises which will also be updated.

Current Board Approved Ground Rate:	<u>\$ 1.62</u>	Date Approved:	<u>10/8/2008</u>
Current Escalated Rate:	<u>\$ 1.83000</u>	Date Escalated:	<u>1/31/2016</u>
Remaining Lease Term:	<u>5.29</u>	Expiration Date:	<u>1/14/2022</u>



Init: CDC

Opt In -Please check and initial this box if you elect the buy down option described above. This signed form must be returned with your fee in the amount of \$ 1,000.00 no later than January 17, 2017. Once signed form and payment are received, we will begin the lease amendment process. All lessees electing this option will be required to sign an amendment to their current lease and this will be presented to the Okaloosa County Board of County Commissioners for approval. The program is expected to be completed by March 7, 2017.



Init: _____

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my Board Approved ground lease rate will remain at its current rate of \$ 1.83000 and will continue to escalate annually per the terms in the agreement.

Print Name CHARLES D CUSTER

Signature Charles D Custer

Date 1-10-17

If you have chosen to Opt In, please return this form and your fee (check) in the amount of \$ 1,000.00 no later than January 17, 2017 to begin the agreement amendment process. Please remember that you will be required to sign an amendment to your current lease and return for Board Approval. The new rate is not effective until your amendment is approved by the Okaloosa County Board of County Commissioners. We expect this process to be completed by March 7th, 2017.

Buy Down Option Forms not returned by January 17, 2017 will automatically be considered as an Opt Out to this program. In addition, Buy Down Option Forms that indicate Opt In that are not returned with the fee by January 17, 2017 will not be processed and will automatically will be Opted Out.

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY, FL
5749A OLD BETHEL ROAD
CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:

C-205 INC. C-205, INC.

1020 COUNTRYSIDE CT.

FT. WALTON BEACH, FL 32547,

Charles Custer

POLICY NO. LA 000281079-01

POLICY PERIOD: From May 20, 2016

to May 20, 2017

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.

Limits of Liability

A. **Aircraft Liability** Single Limit for **Bodily Injury** and **Property Damage** In cluding Passengers, but **Passenger Bodily Injury** Limited within the Single Limit to

\$ 1,000,000. each occurrence

B. **Medical Expense** In cluding crew

\$ 100,000. each passenger

C. **Physical Damage to Your Aircraft**

\$ 5,000. each passenger

ID Number	Year	Make and Model
N472	1963	CESSNA 205

Agreed Value

\$ 100,000.
\$
\$
\$
\$

Deductibles

Not-in-Motion	Not-in-Flight	Flight
\$ 0.	\$ 0.	\$ 0.
\$	\$	\$
\$	\$	\$
\$	\$	\$
\$	\$	\$

THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;

2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;

3. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 12070725-18

Date of Issue September 1, 2016

By

[Signature]

(Authorized Representative)

LAD30 (3/00)

ADDITIONAL INSURED ENDORSEMENT

In consideration of an additional premium of \$ _____ (Included), the following are included as additional **insured**, but only with respect to the liability coverage afforded by this policy and is subject to the following:

As respects N472

(Only the clause(s) indicated by an "X" shall apply.)

- ☒ Excess Liability - Coverage only applies after all other coverage available to the additional **insured** has been exhausted.
- ☒ Non-operational - Coverage only applies with respect to the vicarious liability of the additional **insured** for the operation of the **aircraft** by the Named **Insured**, including any interest in the **aircraft** as owner/lessor.
- ☐ Flight Instruction - Coverage only applies while instructing, supervising, evaluating or examining the following pilots, who must also meet the requirements of the Pilots Endorsement:

- ☐ Hangarkeepers - Coverage only applies with respect to the storage of **your aircraft**.
- ☒ Workmanship Exclusion - Coverage does not apply to any **occurrence** arising from the design, manufacture, modification, repair, sale, or servicing of **your aircraft** other than ground handling.

Additional Insured:

OKALOOSA COUNTY, FL
5749A OLD BETHEL ROAD
CRESTVIEW, FL 32536

All other provisions of this policy remain the same.

This endorsement becomes effective August 31, 2016 to be attached to and hereby made a part of Policy No. LA 000281079-01 issued to C-205 INC. C-205, INC.

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 18

Date of Issue September 1, 2016

LAD26 (9/99)

By 
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aviation Insurance Brokers of North America 2000 Airport Rd #106 Atlanta GA 30341	CONTACT NAME: PHONE: 770-680-4767 FAX: (770) 680-4767 E-MAIL: mobrien@albna.com ADDRESS:
INSURED C-206, INC. 1020 COUNTRYSIDE CT FT WALTON BEACH FL 32547 <i>Custer</i>	INSURER(S) AFFORDING COVERAGE INSURER A: AIG, National Union Fire Insurance Co., Pgh, PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> X N86243 & N472 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> X OTHER: Aviation Insurance		LA 000201079-01	08/20/2016	05/20/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP. (Any one person) \$5,000 PERSONAL & ADV INJURY \$100,000 GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below
	Umbrella Liab Excess Liab DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH. \$ EL. EACH ACCIDENT \$ EL. DISEASE - (A EMPLOYEE) \$ EL. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Okaloosa County, FL & Okaloosa County Reg'l Airport

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael J. Brien

© 1988-2014 ACORD CORPORATION. All rights reserved.

CHARLES D. CUSTER

DAP HANGER LEASE LOT 2/ BLOCK 8

EXPIRES: 1/14/2022

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 12th day of January, 2008, by and between LEROY ECKERT AND CHARLES D. CUSTER, (hereinafter referred to as the "FIRST PARTY") and CHARLES D. CUSTER, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease for Hangar Space Option, effective October 8, 2008, Original Lease Agreement for a hangar, effective March 25, 2002, consisting of ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of January 14, 2022.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, and Lease for Hangar Space Option, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

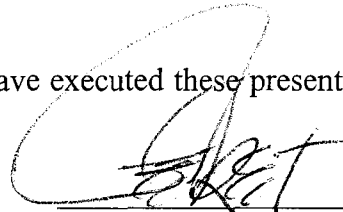
SECTION 1: NAME CHANGE

This Assignment of Lease changes the name on the LEASE from Leroy Eckert and Charles D. Custer to Charles D. Custer.

SECTION 2: ENTIRE LEASE

This LEASE consists of the following: Sections 1 – 2. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

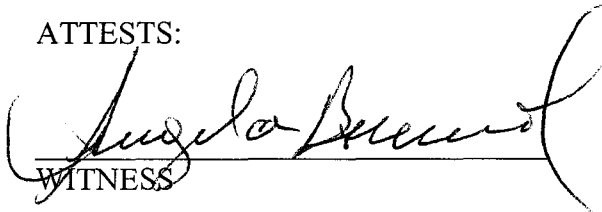
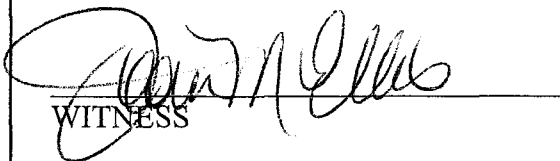
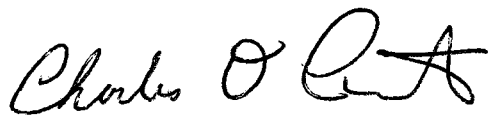


LEROY ECKERT
FIRST PARTY



CHARLES D. CUSTER
FIRST PARTY

ATTESTS:


WITNESS
WITNESS


CHARLES D. CUSTER
SECOND PARTY

ATTESTS:


WITNESS
WITNESS


This Assignment of Lease is adopted this 6th day of January, 2009.

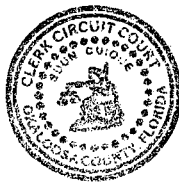
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


WILLIAM J. ROBERTS III
CHAIRMAN



ATTEST:


GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

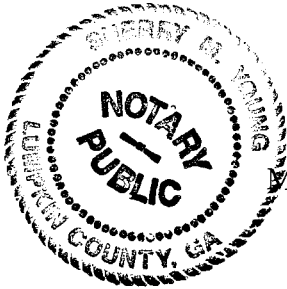


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared LEROY ECKERT who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 11th day of November, 2008, AD.



Sherry M. Young
NOTARY

My Commission Expires
September 17, 2009

My Commission expires: _____

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES D. CUSTER who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 25 day of November, 2008, AD.

NOTARY PUBLIC-STATE OF FLORIDA
Joan M. Ellis
Commission #DD768053
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Joan M. Ellis
NOTARY

My Commission expires: May 11, 2012

LEASE # L09-0349-AP
LESSEE: ECKERT & CUSTER
DAP LOT 2/BLOCK 8
EXPIRES: 1/14/2022

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

LEROY ECKERT AND CHARLES D. CUSTER

gr This LEASE FOR HANGAR SPACE fully executed this *28th* day of *October*, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and LEROY ECKERT AND CHARLES D. CUSTER (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

SECTION 1: TERM

This LEASE shall have an expiration date of January 14, 2022.

SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

SECTION 3: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

SECTION 4: CONSTRUCTION OF HANGAR

COUNTY has constructed one (1) eleven (11) unit "T" Hangar complex.

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

SECTION 6: RENTALS

a. HANGAR FEES:

LESSEE shall pay to the COUNTY a one-time amount of TWENTY-TWO THOUSAND EIGHT HUNDRED (\$22,800.00) dollars which represents 50 percent of the estimated construction cost per unit. In return for said payment, the COUNTY shall abate its hangar rental fee for the first ten (10) years of the lease. Thereafter, hangar rental fees shall be Two Hundred Sixty Four Dollars and Thirty Six Cents (\$264.36) per month commencing on the first day of the first month of the 11th year subsequent to the execution of this lease, and a like sum on the first day of each month for the remaining 10 years of this Lease.

b. HANGAR INSURANCE:

The COUNTY shall process property insurance for the full replacement value on the basic hangar structure exclusive of any improvements made by LESSEE. The annual cost of this policy plus a five (5) percent contingency/administrative fee shall be apportioned among the LESSEES occupying hangars on October 1 each year.

c. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee determined by bid. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND SIXTY TWO (\$1.62) cents per square foot per year for a total annual cost of TWO THOUSAND THIRTY DOLLARS AND TWELVE CENTS (\$2,030.12) plus tax.

d. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of sixty days, LESSOR shall have the option to terminate this Agreement.

SECTION 7: ESCALATION CLAUSE:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") from the date of the original execution hereof by both parties. The "CPI" shall be the revised Consumer Price Index for all Urban Consumers for all items – U.S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84=100 (CPI-U).

SECTION 8: UTILITIES

COUNTY does not assume any responsibility in providing utilities to the Leased Premises. LESSEE will pay all utility charges and costs of installation.

SECTION 9: RIGHTS OF LESSOR

a. It is understood and agreed that COUNTY may, in connection with the future development of said AIRPORT, require the space hereinabove for permanent buildings and/or other development. In such case, COUNTY shall give written notice to LESSEE. After THIRTY (30) days from said written notice, COUNTY shall have the right at COUNTY's expense, to remove said hangar and erect it at said AIRPORT as designated in writing by COUNTY, provided that said new location is reasonably, feasibility, accessible to the taxiways and runways.

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for

navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be promulgated by COUNTY. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned airport facilities.

SECTION 11: CARE OF LEASED PREMISES

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times. LESSEE shall not store anything on the premises other than those items specifically required to maintain the owner's aircraft in accordance with Federal Aviation Regulations (FAR's). All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

SECTION 12: MAINTENANCE IN LEASED PREMISES

LESSEE shall nor perform any maintenance in the Leased Premises except for the following: changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, and replacement of plugs, (washing aircraft shall be accomplished at an FDEP approved wash rack) the above considered minor maintenance for an individually-owned/corporate-owned aircraft. An approved Operating Policy relative to Aircraft Maintenance and Fueling of individually owned aircraft is attached herewith and made a part of this LEASE as exhibit "A" for better clarification and compliance procedures. Repairs and maintenance of aircraft not individually owned by LESSEE are strictly prohibited in the leased area. LESSEE shall park ground transportation in it's leased area only and in a manner not to compromise maneuvering of aircraft and safety of others.

SECTION 13: TAXES

LESSEE shall pay all taxes or other governmental charges of any nature or kind which may be imposed on rental or lease payments or assessed upon the hangar or improvements and upon any aircraft or other property kept therein promptly when due.

SECTION 14: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the initial 20 year term a new lease fee will be established upon assignment or transfer based on an independent appraisal conducted at the direction of the COUNTY. LESSEE shall have thirty (30) days from the furnishing of the copy of the appraisal to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded. Following the initial 20 year term, rent will be based on the ground values by an independent appraisal.

Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this LEASE or any portion of this LEASE at any given time without prior written consent of COUNTY.

SECTION 15: INSPECTION ON ASSIGNMENT

LESSEE agrees that upon assignment of this Lease by LESSEE, LESSOR shall have the right to inspect the leased premises and require that the hangar and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

LESSEE assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, or any other causes whatsoever.

SECTION 17: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time upon reasonable notice.

SECTION 18: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The COUNTY shall at all times maintain property insurance on the leased premises for the full replacement value of the structure. The annual cost shall be apportioned among the lessees. The damage, destruction, or partial destruction of the building shall not release LESSEE from any obligations hereunder, except that the portion of the lease during which these premises cannot be occupied shall have the rent abated, and an equal extension of the term of the lease shall be added.

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Leroy A. Eckert and Charles D. Custer, 367 Golf View Drive, Destin, FL, 32550.

SECTION 20: HOLD HARMLESS

To the fullest extent permitted by law, LESSEE shall indemnify hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the LESSEE and other persons employed or utilized by the LESSEE in the performance of this lease.

SECTION 21: BINDING NATURE OF LEASE

This LEASE shall be binding on the assigns, transfers, heirs, executors, successors, and trustees of the parties hereto.

SECTION 22: PROHIBITED ACTIVITY

LESSEE shall not commit or suffer to be committed on said premises, any waste, nuisance, or unlawful act.

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

No commercial activity of any nature or kind is allowed on the Leased Premises.

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving LESSEE and right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 25: TERMINATION BY LESSOR

If LESSEE breaches or violates any of the terms and provisions hereof, COUNTY shall have the right to terminate this LEASE forthwith by giving written notice to LESSEE, and if not corrected within THIRTY (30) days, this LEASE would be terminated and in such event of termination, the improvements thereon would become the property of COUNTY.

SECTION 26: NON-DISCRIMINATION

LESSEE, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the LEASE and to reenter and repossess said land and the facilities thereon, and hold the same as if said LEASE had never been made or issued.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 27: PLACE OF PAYMENTS

All payments and notices to COUNTY shall be given or mailed to the following address:

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH
EGLIN AFB, FLORIDA 32542-1498

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

SECTION 29: LEGAL DESCRIPTION

Contains 1,250 square feet more or less.

SECTION 30: RENEWAL OF LEASE

At the end of this initial lease period, all improvements to the property shall become the sole possession of OKALOOSA COUNTY.

a. OPTION TERM:

Provide LESSEE is in compliance with all terms and conditions of this Agreement, LESSEE shall have an option to renew this Agreement with all the same terms and conditions except for rent for additional term of twenty (20) years.

b. RENT:

Rent for the additional term shall be established by an independent appraisal conducted by the COUNTY. If LESSEE does not agree with the rental fee established as a result of the independent appraisal, the option to renew shall be null and void and this lease shall terminate. Adjustments will be based upon the provisions of SECTION 7: ESCALATION.

c. NOTICE:


LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

SECTION 31: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 31. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

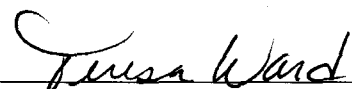
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


JAMES CAMPBELL
CHAIRMAN



ATTEST:


GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA




LEROY ECKERT


WITNESS


WITNESS


CHARLES D. CUSTER


WITNESS


WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared LEROY ECKERT who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 21 day of AUG, 2008, AD.



Sudora A. Wicks
NOTARY

Commission expires: 01-12-2010

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES D. CUSTER who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 25th day of August, 2008, AD.

Peggy A. Threadgill
NOTARY

My Commission expires: _____

