

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 5/12/15

Contract/Lease Control #: L08-0345-AP'

Bid #: N/A **Contract/Lease Type:** REVENUE

Award to/Lessee: RAYMOND WATSON

Lessor: OKALOOSA COUNTY

Effective Date: 9/19/2008 **Amount:** \$8876.00

Term/Expires: 1/7/2035

Description of Contract/Lease: DAP BLOCK 3/LOT 1

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:



Certificate of Insurance

This is to certify to: Okaloosa County
whose address is: 5479A Old Bethel Road
Crestview, FL 32536

that: Yellow Submarine, Inc.
whose address is: P O Box 1815
Destin, FL 32541

Is at this date insured with **The ABC PROGRAM** for the Limits of Coverage stated below:

Descriptive Schedule of Coverages

| Kind of Insurance | Policy Number(s) | Policy Term | Limits of Coverage |
|-------------------|------------------|-------------------------|-------------------------------------|
| HANGAR STRUCTURE | SVRD95394553 | 02/18/2020 - 02/18/2021 | \$195,840 |
| GENERAL LIABILITY | | | \$1,000,000 Each Occ./ Aggregate |

Applies to: **Private Hangar located @ 1000 Airport Rd., Destin, FL 32541**

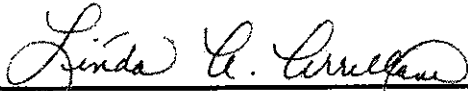
The Certificate Holder is included as a Loss Payee not to exceed 90% of the Insured Value as respects to the Scheduled Hangar Structure.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

We agree that in the event of cancellation of the policy(ies), we will endeavor to give the party to whom this certificate is issued 30 days advance notice of such cancellation and 10 days advance notice for non-payment, but we shall not be liable in any way for failure to give such notice.

Falcon Insurance Agency, Inc.

Address: P.O. Box 291388, Kerrville, Texas 78029 -- Telephone 800-880-4545 -- Fax (830) 792-1144

By 
Linda Arrellano

date: February 28, 2020

CONTRACT#: L08-0345-AP
YELLOW SUBMARINE, INC.
DAP BLOCK 3/LOT 2
EXPIRES: 01/07/2035

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-08-2018

Contract/Lease Control #: L08-0345-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: YELLOW SUBMARINE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/05/2018

Expiration Date: 01/07/2035

Description of Contract/Lease: DAP BLOCK 3/LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-51-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office


LHY

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 608-0345-AP Tracking Number: 3006-18
Procurement/Contractor/Lessee Name: Raymond Watson Grant Funded: YES ___ NO
Purpose: AOL from Raymond Watson to yellow submarine / Amendment
Date/Term: 1/7/35 1. GREATER THAN \$100,000
Amount: \$4,425.⁰⁰ annually (A) tax 2. GREATER THAN \$50,000
Department: Airports 3. \$50,000 OR LESS
Dept. Monitor Name: Sage/Miner

Purchasing Review

Procurement or Contract/Lease requirements are met:


Purchasing Manager or designee

Jeff Hyde, DeRita Mason, Matthew Young

Date: 5/17/18

2CFR Compliance Review (if required)

Approved as written:

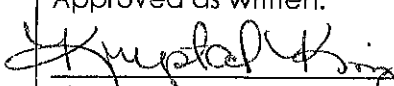
Grants Coordinator

no federal funds

Date: _____

Risk Management Review

Approved as written:


Risk Manager or designee

Laura Porter or Krystal King

Date: 5-17-18

County Attorney Review

Approved as written:

County Attorney

see email attached

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 5-21-18

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee

Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, May 21, 2018 10:51 AM
To: Dave Miner
Cc: Tracy Stage; Allyson Oury; Lynn Hoshihara; DeRita Mason
Subject: RE: AOL Watson and JGM Air for Review
Attachments: AOL Watson to Yellow Submarine.docx; AOL JGM Air to Yellow Submarine.docx

These are approved for legal purposes.

From: Dave Miner [mailto:dminer@myokaloosa.com]
Sent: Monday, May 21, 2018 11:45 AM
To: Parsons, Kerry
Cc: Tracy Stage; Allyson Oury; Lynn Hoshihara; DeRita Mason
Subject: RE: AOL Watson and JGM Air for Review

Ms. Parsons:

Revisions made, thank you.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, May 21, 2018 10:14 AM
To: Dave Miner <dminer@myokaloosa.com>
Cc: Tracy Stage <tstage@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: AOL Watson and JGM Air for Review

Please find attached my revisions, please make the revisions to both.

From: Dave Miner [mailto:dminer@myokaloosa.com]
Sent: Wednesday, May 16, 2018 3:04 PM
To: Matthew Young
Cc: Tracy Stage; Allyson Oury; Parsons, Kerry
Subject: AOL Watson and JGM Air for Review

Matthew:

The attached assignments of lease were previously coordinated but I had to add a whereas. Please send out for coordination.

Thank you.

Matthew Young

From: Dave Miner
Sent: Wednesday, May 16, 2018 2:04 PM
To: Matthew Young
Cc: Tracy Stage; Allyson Oury; 'Parsons, Kerry'
Subject: AOL Watson and JGM Air for Review
Attachments: AOL Watson to Yellow Submarine for Review.pdf; AOL Watson to Yellow Submarine with Revision.docx; AOL JGM Air to Yellow Submarine for Review.pdf; AOL JGM Air to Yellow Submarine with Revision.docx

Matthew:

The attached assignments of lease were previously coordinated but I had to add a whereas. Please send out for coordination.

Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.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."

Dave

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

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.com

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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.

Dave Miner

From: Krystal King
Sent: Tuesday, March 13, 2018 11:53 AM
To: Dave Miner; Laura Porter
Cc: Stephanie Herrick; Lianne Clark
Subject: RE: COI for Ray Watson and JGM Air for Compliance

Risk Management approved.

Krystal King

Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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

From: Dave Miner
Sent: Friday, March 02, 2018 8:48 AM
To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>
Subject: COI for Ray Watson and JGM Air for Compliance

Krystal:

Please review the attached COIs for Ray Watson and JGM Air for an assignment of lease to Yellow Submarine, Inc. and let us know if the COIs complies with requirements. The assignment of lease is also attached for your review.

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."



YELLSUB-01

CRICHMOND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2018

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 have ADDITIONAL INSURED provisions or 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 Chappell, Smith & Associates 1006 Meryllinger Court PO Box 681209 Franklin, TN 37067 | CONTACT NAME: | | | |
| | PHONE (A/C, No, Ext): (615) 435-8300 | FAX (A/C, No): (615) 435-8330 | | |
| INSURED Yellow Submarine, Inc. 418 Admiral Ct. Destin, FL 32541 | E-MAIL ADDRESS: | | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A : US Specialty Insurance Company | | | |
| | 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.

| INSR LTR | TYPE OF INSURANCE | ACCL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | X | AP2000119-03 | 02/10/2018 | 02/10/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | X Premises Liability | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | MED EXP (Any one person) \$ |
| | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | | | | | | Each Person \$ 100,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | EACH OCCURRENCE \$ |
| | DED RETENTION \$ | | | | | AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> |
| | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 Days Notice of Cancellation & 10 Day Notice of Cancellation for Non-Pay

CERTIFICATE HOLDER

CANCELLATION

Ocalaosa County
5479 A Old Bethel Road
Crestview, FL 32536

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

Jason Shaffer



Certificate of Insurance

This is to certify to: Okaloosa County
whose address is: 5479A Old Bethel Road
Crestview, FL 32536

that: Yellow Submarine, Inc.
whose address is: P O Box 1815
Destin, FL 32541

Is at this date insured with **The ABC PROGRAM** for the Limits of Coverage stated below:

Descriptive Schedule of Coverages

| Kind of Insurance | Policy Number(s) | Policy Term | Limits of Coverage |
|-------------------|-------------------|-------------------------|--------------------|
| HANGAR STRUCTURE | 710-03-53-30-0003 | 02/03/2018 - 02/03/2019 | \$192,000 |

Applies to: Private Hangar located @ 1000 Airport Rd., Destin, FL 32541

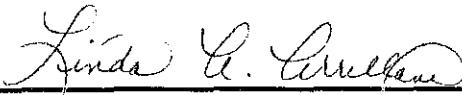
The Certificate Holder is included as a Loss Payee not to exceed 90% of the Insured Value as respects to the Scheduled Hangar Structure.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

We agree that in the event of cancellation of the policy(ies), we will endeavor to give the party to whom this certificate is issued 30 days advance notice of such cancellation and 10 days advance notice for non-payment, but we shall not be liable in any way for failure to give such notice.

Falcon Insurance Agency, Inc.

Address: P.O. Box 291388, Kerrville, Texas 78029 – Telephone 800-880-4545 – Fax (830) 792-1144

By 
Linda Arrellano

date: February 27, 2018

Dave Miner

From: Ray Watson <watsonx5@gmail.com>
Sent: Tuesday, February 27, 2018 11:53 AM
To: Dave Miner

Dave this email serves as notice that we sold the aircraft in December and our new one should be arriving soon thanks Sent from my iPhone

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.

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0345-AP
RAYMOND WATSON HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 5th day of June, 2018, hereby approves of the assignment between Raymond Watson ("Lessee") and Yellow Submarine, INC. ("Assignee"), and amends Lease L08-0345-AP ("Lease Agreement"), dated May 11, 2015, by Raymond Watson ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L08-0345-AP for Hanger Space Renewal with Raymond Watson on May 11, 2015, Lease for Hangar Space Option on September 19, 2008, Assignment of Lease June 10, 2003, Supplemental Agreement Number Three on February 2, 1999, Supplemental Agreement Number Two on April 7, 1998, Supplemental Agreement Number One on April 4, 1987, and Original Hangar Lease on January 8, 1985 at the Destin Executive Airport with a current expiration date of January 7, 2035; and

WHEREAS, Lessee desires an Assignment of Lease from Raymond Watson to Yellow Submarine, Inc; and

WHEREAS, in accordance with Section 13 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

WHEREAS, on October 18, 2016 the Board approved the new hangar appraisals for the Destin Executive and Bob Sikes Airports with a new ground lease rate; and

WHEREAS, on November 15, 2016 the Board 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 effective date of this assignment of lease will be retroactive to October 1, 2017 due to length of time completing background information for coordination; and

WHEREAS, the County as recipient of federal assistance is required to incorporate specific revisions in grant funded leases. These provisions are being incorporated per this amendment as listed below; 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 agree to the following:

I. CONSENT TO ASSIGNMENT

1. In accordance with section 13 of L08-0345-AP, the County hereby consents to this assignment of the Lessee interest of Raymond Watson to Yellow Submarine, Inc.

2. Assignee by execution of this Consent to Assignment of Lease and Amendment, and in consideration of consent by the County of the same, if bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

II. AMENDMENT TO THE LEASE AGREEMENT

L08-0345-AP is hereby amended as follows:

1. Section 5a titled "Ground Lease" of L08-0345-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 6. 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 TWO THOUSAND NINE HUNDRED FIFTY (2,950) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of FOUR THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS (\$4,425.00) plus state sales tax and County non-ad valorem taxes.

2. Section 10 titled "Care of Leased Premises" of L08-0345-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 17c under Section 17 titled 'Insurance' of L08-0345-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 and ten (10) day notice for non-payment of premium. 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, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

4. Section 18 titled "Notices" of L08-0345-AP, is hereby deleted and replaced as follows:

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 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Yellow Submarine, Inc., Tina Watson, 418 Admiral Court, Destin, FL 32541.



5. Section 26 "Place of Payments" of L08-0345, 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. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.
7. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.
8. This Assignment and Amendment to the Lease are hereby retroactive to October 1, 2017.

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

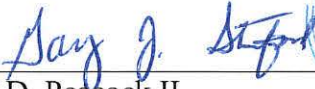
OKALOOSA COUNTY, FLORIDA



Graham W. Fountain
Chairman, Board of County Commissioners

Date: 6/5/18


ATTEST:




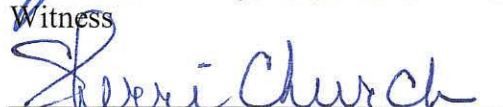
J.D. Peacock II
Clerk of Circuit Court




LESSEE


Raymond Watson
Date: 03-29-18


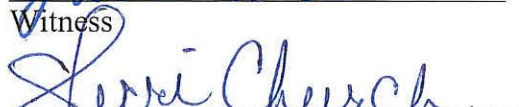
ATTEST:


Witness

Witness

ASSIGNEE


Yellow Submarine, Inc.
Tina Watson
Date: 3-29-18

ATTEST:

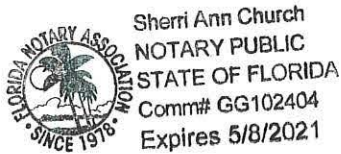

Witness

Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Walton

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAYMOND WATSON 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 29th day of March, 2018, AD.



Sherri Ann Church
NOTARY

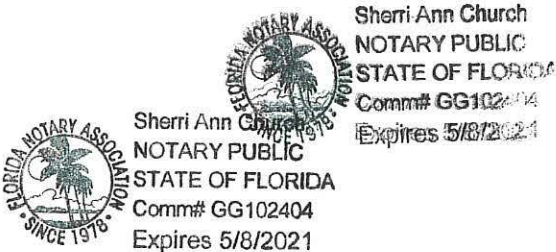
My Commission Expires: 5/8/21

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Walton

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

Sworn and subscribed before me this 29th day of March, 2018, AD.



Sherri Ann Church
NOTARY

My Commission Expires: 5/8/21

Exhibit "B"

GENERAL CIVIL RIGHTS PROVISIONS

The lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Okaloosa County pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will have the right to terminate the lease, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Lessee will there upon revert to and vest in and become the absolute property of Lessee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All leases and subleases that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

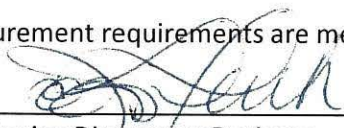
The lessee has full responsibility to monitor compliance to the referenced statute or regulation. The lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

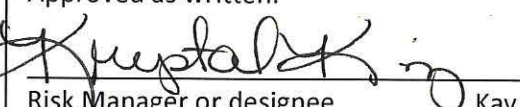
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970


All leases and subleases that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subleases compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

| | |
|--|---|
| Contract/Lease Number: <u>LOS-0345-AP</u> | Tracking Number: <u>1162-15</u> |
| Contractor/Lessee Name: <u>Raymond Watson</u> | Grant Funded: YES ___ NO <u>X</u> |
| Purpose: <u>Change Lease Renewal</u> | |
| Date/Term: <u>1-7-2035</u> | 1. <input type="checkbox"/> GREATER THAN \$50,000 |
| Amount: <u>\$7,375.00 + tax annually</u> | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>AP</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>Harman/Murphy</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

| | |
|--|-----------------------|
| Purchasing Review | |
| Procurement requirements are met: | |
|  | Date: <u>10-24-14</u> |
| Purchasing Director or Designee | Joanne Kublik |

| | |
|---|----------------------------|
| Risk Management Review | |
| Approved as written: | |
|  | Date: <u>10-27-14</u> |
| Risk Manager or designee | Kay Godwin or Krystal King |

| | |
|---|--------------------------------------|
| County Attorney Review | |
| Approved as written: | |
|  | Date: <u>10/27/14</u> |
| County Attorney | Gregory T. Stewart or Lynn Hoshihara |

Following Okaloosa County approval:

| | |
|-------------------------------|-------------|
| Contracts & Grants | |
| Document has been received: | |
| _____ | Date: _____ |
| Contracts & Grants Manager | |

To Done 10/28

L05-0250-AP
L08-0345-AP



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2017

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 Chappell, Smith & Associates, Inc. P.O. Box 681209 Franklin, TN 37068 | CONTACT NAME: | | | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): | | |
| | E-MAIL ADDRESS: | | | |
| | PRODUCER CUSTOMER ID No. | | | |
| INSURED Raymond Watson and JGM Air, LLC; Aircraft Owners, LLC, dba P.O. Box 1815 Destin, FL 32540 | INSURER(S) AFFORDING COVERAGE | | % | NAIC No. |
| | INSURER A: U.S. SPECIALTY INSURANCE COMPANY | | 100% | |
| | INSURER B: | | | |
| | INSURER C: | | | |
| | INSURER D: | | | |
| | INSURER E: | | | |
| | INSURER F: | | | |

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.

AIRPORT & FBO LIABILITY COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

| INSURER LETTER | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | ADDITIONAL INSURED? (Y/N) | SUBROGATION WAIVED? (Y/N) |
|--------------------------------|-----------------------------|----------------------------|--------------------|---------------------------|---------------------------|
| | AP2000119-02 | 02/10/2017 | 02/10/2018 | Y | N |
| COVERAGE | OPTIONS | LIMIT | APPLIES TO | LIMIT | APPLIES TO |
| PREMISIS LIABILITY | | \$ 100,000 \$ 1,000,000 | BIEA PER EA OCC | \$ 2,000,000 | PD AGGR |
| PREMISES MEDICAL PAYMENT | | \$ | EA PER | \$ | EA OCC |
| PRODUCTS LIABILITY | EXTENDED | \$ | BIEA PER EA OCC | \$ | AGGR |
| COMPLETED OPERATIONS LIABILITY | EXTENDED | \$ | BIEA PER EA OCC | \$ | AGGR |
| HANGERKEEPERS LEGAL LIABILITY | INCLUDING TAXI IN FLIGHT | \$ | EA AIRCRAFT | \$ | EA OCC |
| | | \$ | | | |
| | | \$ | EA OCC | \$ | AGGR |
| | | \$ | EA OCC | \$ | AGGR |
| | INCLUDED | EXCLUDED | | | |
| COVERAGE | OPTIONS | LIMIT | APPLIES TO | LIMIT | APPLIES TO |
| CODE | DESCRIPTION | | | | |
| | | \$ | | \$ | |
| | | | | | |
| | | | | | |
| | | | | | |

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESTIN EXECUTIVE, CRESTVIEW, FL
Certificate Holder is included as an Additional Insured.

| | |
|--|--|
| CERTIFICATE HOLDER JGM Air, LLC Okaloosa County Airport 620 C North Pearl Street, Block 3 Lot 2 Crestview, FL 32536 | 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 |
|--|--|

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

RAYMOND WATSON

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 11th day of May, 2014, 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 RAYMOND WATSON (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 3 Lot 1 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) 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 the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

SECTION 1: TERM

This LEASE shall be for a term of TWENTY (20) years and shall take effect on the 8th day of January, 2015 and end on the 7th day of January 2035.

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

**LEASE # L08-0345-AP
RAYMOND WATSON
DAP HANGAR LEASE BLOCK 3 / LOT 1
EXPIRES: 01/07/2035**

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease may 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: 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. LESSEE shall furnish one (1) set of building drawings to COUNTY for approval.

SECTION 5: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND NINE HUNDRED FIFTY (2,950) square feet at TWO DOLLARS AND FIFTY CENTS (\$2.50) per square foot per year for a total annual cost of SEVEN THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS (\$7,375.00) plus state sales tax and County non-ad valorem taxes.

b. PAYMENT EFFECTIVE DATE:

LESSEE agrees to pay all sums due under this LEASE, plus applicable sales tax that COUNTY is required to collect with or without invoice no later than October 1st of each year of this LEASE.

c. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of October 1st or 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 6: 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 7: 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 8: 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 9: 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 10: 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 11: MAINTENANCE IN LEASED PREMISES

LESSEE shall insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

SECTION 12: 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 13: 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 14: 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 15: 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 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: 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 damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

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 and a copy to Airports Administration. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 18: 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 32542-1498. The address of the LESSEE is: Raymond Watson, 100 W Country Club Drive, P.O. Box 1815, Destin, FL 32541.

SECTION 19: 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 20: BINDING NATURE OF LEASE

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

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 23: 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 24: 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 25: 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 26: PLACE OF PAYMENTS

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

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

SECTION 27: 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 28: LEGAL DESCRIPTION

Block 3 Lot 1: Commence at the intersection of The North Right of Way Line of U.S. Highway 98 and the East Line of Calhoun Subdivision. Thence N00°38'00"W 1342.05 feet; Thence S76°43'30"E 3566.00 feet; Thence N01°31'32"W 108.23 feet; Thence N02°54'00"W 1143.00 feet; Thence S82°34'00"E 5289.50 feet; Thence S38°00'00"E 1701.52 feet; Thence N52°00'00"E 250.00 feet; Thence N38°00'00"W 6600.00 feet; Thence S52°00'00"W 1049.43 feet to an Existing Concrete Monument (R.I.s. #3420); Thence S38°00'00"E 727.50 feet to an Existing Concrete Monument (R.I.s.#1179); Thence continue S38°00'00"E 1193.51 feet; Thence N52°00'00"E 270.69 feet to the Point of Beginning; Thence N52°00'00"E 59.00 feet along the hangar; Thence S38°00'00"E 50.00 feet along the hangar; Thence S52°00'00"W 59.00 feet along the hangar; Thence N38°00'00"W 50.00 feet to the Point of Beginning. Parcel contains 2,950 square feet more or less.

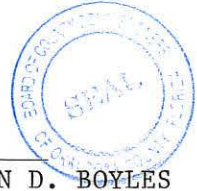
SECTION 29: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 29. 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.

(The remainder of this page intentionally left blank)

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




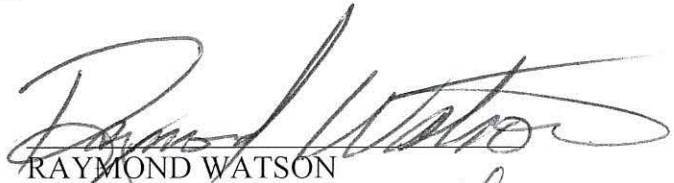
CHARLES K. WINDES, JR. NATHAN D. BOYLES
CHAIRMAN

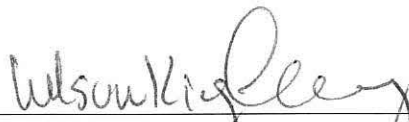

ATTEST:



(corrections by T. Ward, BCC Records)


J D PEACOCK II
CLERK ~~AD-INTERIM~~
OKALOOSA COUNTY, FLORIDA


RAYMOND WATSON
DATE: 12-8-2014


WITNESS

WITNESS

ACKNOWLEDGMENTS

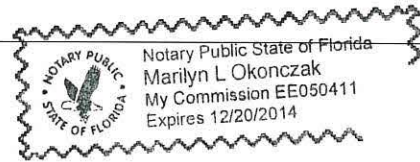
STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAYMOND WATSON 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 8 day of Dec, 2014, AD.

Marilyn L Okonczak
NOTARY

My Commission expires: _____





CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)
01/15/2015

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 Chappell, Smith & Associates, Inc. P.O. Box 681209 Franklin, TN, 37068 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext) | FAX (A/C, No) | |
| E-MAIL ADDRESS: | | | |
| PRODUCER CUSTOMER ID No. | | | |
| INSURED Aircraft Owners, LLC P.O. Box 1815 Destin, FL, 32540 | INSURER(S) AFFORDING COVERAGE | % | NAIC No. |
| | INSURER A: U.S. SPECIALTY INSURANCE COMPANY | 100% | |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

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.

| | | | | | | | | | | | |
|--|--|-------------------------------------|--|-------------------------------------|--------------------------------------|---------------------------------|--------------------------------------|---|--|------------------------------------|--|
| POLICY INFORMATION | | | | CERTIFICATE NUMBER: | | | | REVISION NUMBER: | | | |
| POLICY TYPE | | | | LINE OF BUSINESS SUBCODE | | | | | | | |
| <input type="checkbox"/> INDUSTRIAL AD | <input checked="" type="checkbox"/> PLEASURE & BUS | <input type="checkbox"/> COMMERCIAL | <input checked="" type="checkbox"/> AIRPLANE | <input type="checkbox"/> HELICOPTER | <input type="checkbox"/> MIXED FLEET | <input type="checkbox"/> EXCESS | <input type="checkbox"/> QUOTA SHARE | <input type="checkbox"/> LIABILITY ONLY | <input checked="" type="checkbox"/> HULL & LIABILITY | <input type="checkbox"/> HULL ONLY | |
| <input type="checkbox"/> NON-OWNED | | | | | | | | | | | |

| | | | | | | |
|----------------------|-----------------|-------------------------------|---------------------------------------|-------------------------------|--|--|
| AIRCRAFT INFORMATION | | | ACORD 333, Aircraft Schedule attached | | | |
| YEAR 2000 | MAKE GLASAIR | MODEL II RG (EXPERIMENTAL) | SERIAL NUMBER | REGISTRATION NUMBER N650MB | | |
| TERRITORY: | | | | | | |

| | | | | | | |
|--------------------|--|------------------------------|-------------------------------|--------------------------------|--------------------------------|--|
| AIRCRAFT COVERAGES | | | | | | |
| INSURER LETTER | POLICY NUMBER AC3002098-00 | EFFECTIVE DATE 01/15/2015 | EXPIRATION DATE 01/05/2016 | ADDITIONAL INSURED? (Y/N) Y | SUBROGATION WAIVED? (Y/N) N | |
| COVERAGE | OPTIONS | LIMIT | APPLIES TO | LIMIT | APPLIES TO | |
| AIRCRAFT HULL | <input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT | \$ 130,000 | AGREED VALUE | \$ 250 | Ded. - Not in motion | |
| | <input type="checkbox"/> ALL RISK GROUND ONLY | | | \$ 2,500 | Ded. - In motion | |
| AIRCRAFT LIABILITY | <input checked="" type="checkbox"/> LIABILITY | \$ 1,000,000 | EA OCC | \$ | EA PER | |
| | | \$ 100,000 | EA PASS | \$ | AGGR | |
| MEDICAL PAYMENTS | <input checked="" type="checkbox"/> INCLUDING CREW | \$ 5,000 | EA PER | \$ 10,000 | EA OCC | |
| | <input type="checkbox"/> EXCLUDING CREW | | | | | |
| COVERAGE | OPTIONS | LIMIT | APPLIES TO | LIMIT | APPLIES TO | |
| CODE | DESCRIPTION | | | | | |
| | | | | | | |

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured.

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Ray Watson Okaloosa County Airport, 620 C North Pearl Street, Block 3 Lot 1 Crestview, FL 32536 | 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 |



CERTIFICATE OF AIRCRAFT INSURANCE

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| PRODUCER Chappell, Smith & Associates, Inc. P.O. Box 681209 Franklin, TN, 37068 | CONTACT NAME: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">PHONE (A/C, No, Ext):</td> <td style="width:40%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> PRODUCER CUSTOMER ID No: | PHONE (A/C, No, Ext): | FAX (A/C, No): | E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------|----------------|-----------------|---|------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| PHONE (A/C, No, Ext): | FAX (A/C, No): | | | | | | | | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Aircraft Owners, LLC P.O. Box 1815 Destin, FL, 32540 | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:10%;">%</th> <th style="width:20%;">NAIC No.</th> </tr> <tr> <td>INSURER A: U.S. SPECIALTY INSURANCE COMPANY</td> <td>100%</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | % | NAIC No. | INSURER A: U.S. SPECIALTY INSURANCE COMPANY | 100% | | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
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POLICY INFORMATION: _____ CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

| | | | | | | | | |
|---|--|-------------------------------------|--|--|--------------------------------------|---------------------------------|--------------------------------------|--|
| POLICY TYPE | | | | LINE OF BUSINESS SUBCODE | | | | |
| <input type="checkbox"/> INDUSTRIAL AID | <input checked="" type="checkbox"/> PLEASURE & BUS | <input type="checkbox"/> COMMERCIAL | <input checked="" type="checkbox"/> AIRPLANE | <input type="checkbox"/> HELICOPTER | <input type="checkbox"/> MIXED FLEET | <input type="checkbox"/> EXCESS | <input type="checkbox"/> QUOTA SHARE | |
| <input type="checkbox"/> NON-OWNED | | | <input type="checkbox"/> LIABILITY ONLY | <input checked="" type="checkbox"/> HULL & LIABILITY | <input type="checkbox"/> HULL ONLY | | | |

AIRCRAFT INFORMATION: _____ ACORD 333, Aircraft Schedule attached

| | | | | |
|--------------|-----------------|-------------------------------|---------------|-------------------------------|
| YEAR 2000 | MAKE GLASAIR | MODEL II RG (EXPERIMENTAL) | SERIAL NUMBER | REGISTRATION NUMBER N650MB |
| TERRITORY: | | | | |

AIRCRAFT COVERAGES

| INSURER LETTER | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | ADDITIONAL INSURED? (Y/N) | SUBROGATION WAIVED? (Y/N) | | |
|--------------------|--|----------------|-----------------|---------------------------|---------------------------|----------------------|------------|
| | AC3002098-00 | 01/15/2015 | 01/05/2016 | Y | N | | |
| COVERAGE | OPTIONS | | LIMIT | APPLIES TO | LIMIT | APPLIES TO | |
| AIRCRAFT HULL | <input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT | | \$ 130,000 | AGREED VALUE | \$ 250 | Ded. - Not in motion | |
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| AIRCRAFT LIABILITY | <input checked="" type="checkbox"/> LIABILITY | | \$ 1,000,000 | EA OCC | \$ | EA PER | |
| | <input type="checkbox"/> EXCLUDING CREW | | \$ 100,000 | EA PASS | \$ | AGGR | |
| MEDICAL PAYMENTS | <input checked="" type="checkbox"/> INCLUDING CREW | | \$ 5,000 | EA PER | \$ 10,000 | EA OCC | |
| | <input type="checkbox"/> EXCLUDING CREW | | | | | | |
| COVERAGE | CODE | DESCRIPTION | OPTIONS | LIMIT | APPLIES TO | LIMIT | APPLIES TO |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate Holder is included as an Additional Insured.

| | |
|--|--|
| CERTIFICATE HOLDER Ray Watson Okaloosa County Airport, 620 C North Pearl Street, Block 3 Lot 1 Crestview, FL 32536 | 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 |
|--|--|



Certificate of Insurance

This is to certify to: Okaloosa County
whose address is: 62C N Pearl St.
Crestview, FL 32536-2750

that: Ray Watson and JGM Air, LLC
whose address is: P O Box 1815
Destin, FL 32541

Is at this date insured with The ABC PROGRAM for the Limits of Coverage stated below:

Descriptive Schedule of Coverages

| Kind of Insurance | Policy Number(s) | Policy Term | Limits of Coverage |
|-------------------|------------------|---------------------|--------------------|
| HANGAR STRUCTURE | 710-03-53-30-000 | 02/03/15 - 02/03/16 | \$192,000 |


Applies to: Private Hangar located @ 1000 Airport Rd., Destin, FL 32541

The Certificate Holder is included as a Loss Payee not to exceed 90% of the Insured Value as respects to the Scheduled Hangar.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

We agree that in the event of cancellation of the policy (ies), we will endeavor to give the party to whom this certificate is issued 30 days advance notice of such cancellation, but we shall not be liable in any way for failure to give such notice.

Falcon Insurance Agency, Inc.
Address: P.O. Box 291388, Kerrville, Texas 78029 – Telephone 800-880-4545 – Fax (830) 792-1144

By 
Linda Argellano

date: February 23, 2015

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/30/2008

Contract/Lease Control #: L08-0345-AP7-171

Bid #: N/A **Contract/Lease Type:** REVENUE

Award to/Lessee: RAYMOND WATSON

Lessor: OKALOOSA COUNTY

Effective Date: 9/19/2008 **Amount:** \$8876.00

Term/Expires: 1/7/2015

Description of Contract/Lease: DAP BLOCK 3/LOT 1

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

RAYMOND WATSON

This LEASE FOR HANGAR SPACE fully executed this 19~~th~~ day of September, 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 RAYMOND WATSON (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 3 Lot 1 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) 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 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 7, 2015.

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

CONTRACT: L08-0345-AP7-171
LESSEE: RAYMOND WATSON
DAP BLOCK 3/LOT 1
EXPIRES: 1/7/2015

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

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

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. GROUND LEASE:

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 the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND NINE HUNDRED FIFTY (2,950) square feet at FORTY THREE (\$43) cents per square foot per year for a total annual cost of ONE THOUSAND TWO HUNDRED SIXTY EIGHT DOLLARS AND FIFTY CENTS (\$1,268.50) plus tax.

b. 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 insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

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 damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

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: Raymond Watson, P.O. Box 1815, Destin, FL 32540.

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 2,950 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.

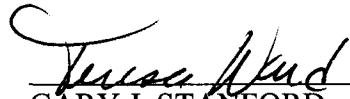
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

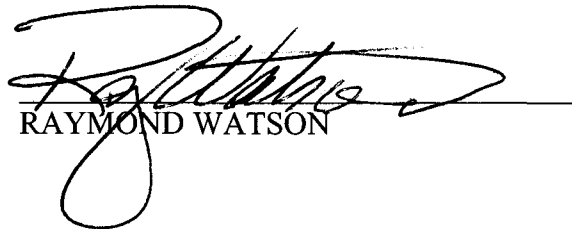
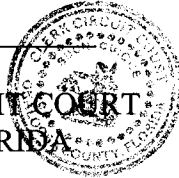



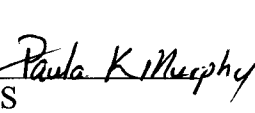
JAMES CAMPBELL
CHAIRMAN




ATTEST:

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


RAYMOND WATSON

 
WITNESS

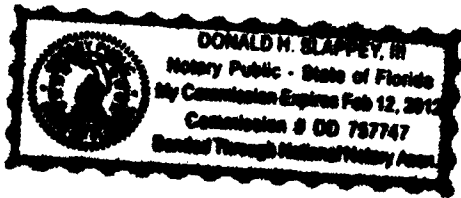
 
WITNESS

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 RAYMOND WATSON 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 17th day of September, 2008, AD.



A handwritten signature in cursive script, appearing to read "D. Slappey", written over a horizontal line.

NOTARY

My Commission expires: Feb. 12, 2012