

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/24/2022

Contract/Lease Control #: L12-0393-PW

Procurement#: BCC-09-12

Contract/Lease Type: REVENUE

Award To/Lessee: DBR ENTERTAINMENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/12/2012

Expiration Date: 08/12/2032 W/ (2) TWO- TEN YEAR RENEWALS

Description of Contract/Lease: DEVELOPMENT /MGMT OF 2.8 +/- ACRE PARCEL ON OKALOOSA ISLAND (WILD WILLY")

Department: PUBLIC WORKS

Department Monitor: JASON AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC Records

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: November 13, 2014

Contract/Lease Control #: #L12-0393-PW

Bid #: BCC 09-12 Contract/Lease Type: REVENUE AMOUNT: \$65,000, ANNUALLY

Award To/Lessee: ~~DOMINION CAPITAL, LLC.~~ DBR Entertainment Productions LLC

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 08/13/2012

Expiration Date: 08/12/2022 (Automatic renewal for ³2 consecutive periods of 10 years thru 2042) 2052 per Lease Modification Agreement dated 11/4/14

Description of Contract/Lease: DEVELOPMENT AND MANAGEMENT OF 2.8 +/- ACRE PARCEL ON OKLAOOSA ISLAND (WILD WILLY'S)

Department Manager: PW

Department Monitor: HOFSTAD

Monitor's Telephone #: 689-5770

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: _____

REMARKS:

Cc: Finance Dept Contracts & Grants Division

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (the "Agreement") is entered into to be effective as of the 19th day of June 2018 by and between DB ENTERTAINMENT PRODUCTIONS, LLC., a Florida limited liability company, whose address is 1306 Miracle Strip Parkway SE, Fort Walton Beach, Florida 32548 ("DB") and Okaloosa County, a political subdivision of the State of Florida, whose address is 1759 Ferdon Boulevard, Crestview, Florida 32539 (the "Lessor").

WITNESSETH:

WHEREAS, DB entered into that certain Assignment, Assumption and First Amendment to Lease with Lessor effective as of 27th day of October 2016 assuming and agreeing to become the Lessee under that certain Lease Agreement between Aquagreen, Inc., d/b/a/ Gulf Coast Marine Life Center and Lessor dated effective August 21, 2012 (the "Lease") for the real property located at 105 Santa Rosa Boulevard, Fort Walton Beach, Florida 32548 (the "Premises") and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, DB and Lessor entered into a Second Amendment to the Lease on April 17, 2018 amending Section 26 to have all phases of the project completed and operational by October 27, 2018; and

WHEREAS, Lessor and DB desire to further amend certain provisions of the Lease subsequent to its assignment.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Lease Amendment.** Section 26 of the Lease entitled Construction shall be amended as follows (language to be removed is stricken, language to be added is underlined):

- a) A conservation buffer shall be maintained along the Northern and Northeastern boundaries of the premises with the dimensions of said buffer being those depicted in the diagram attached hereto as Exhibit "B". No buildings or other structures are allowed to be built in the conservation buffer. The conservation buffer areas may be comprised of a combination of planted vegetation, vacant land area and/or stormwater retention areas. A portion of the conservation buffer, as depicted in Exhibit "B" shall be planted and maintained as a vegetation buffer by the Lessee at its sole cost and expense. The area shown as "vegetation" on Exhibit B shall not be used for storm water retention, and shall be planted with native plant species sufficient to ensure a minimum of 80% opacity between the height of four (4') feet and twenty (20') feet at time of installation. Additionally, the Lessee shall include and construct, prior to any development of the property, a berm within the vegetative conservation buffer that is at time of installation a minimum forty-eight (48") inches in height above the highest grade of the property. Subsequent to installation of

vegetation, the height of the berm may, due to settling and natural erosion, be allowed to reduce to no less than thirty-six (36") inches above the average grade of the property provided, however, that under no circumstances will the top of the berm be less than thirty-six (36") inches above the track as shown in Exhibit "D". Lessee further agrees to plant and maintain, at its sole cost and expense, the conservation buffer vegetation installed pursuant to Development Order 413979-DEV-2017 as augmented by the additional plantings referenced in the May 8, 2018 Memorandum from Gina Tullo-Williams to Elliot Kampert and in accordance with the landscape plan attached to said May 8, 2018 Memorandum. The Memorandum and landscape plan are attached hereto and cumulatively comprise Exhibit "C".

2. **Ratification.** Accept as herein expressly modified, the terms and conditions of the Lease as previously amended are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 19th day of June 2018.

Witnesses:

P.A. Barcus
Print name: P.A. Barcus

Geri Gee
Print name: Geri Gee

**DB ENTERTAINMENT PRODUCTIONS,
LLC, a Florida limited liability company,**

Paul A. Barcus
Paul A. Barcus, President

Date: 6/12/2018

ATTEST:

J.D. Peacock, II
J.D. Peacock, II, Clerk of Court



**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

Graham W. Fountain
Graham W. Fountain, Chairman



Date: June 19, 2018

APPROVED AS TO FORM:

Gregory T. Stewart
Gregory T. Stewart, County Attorney

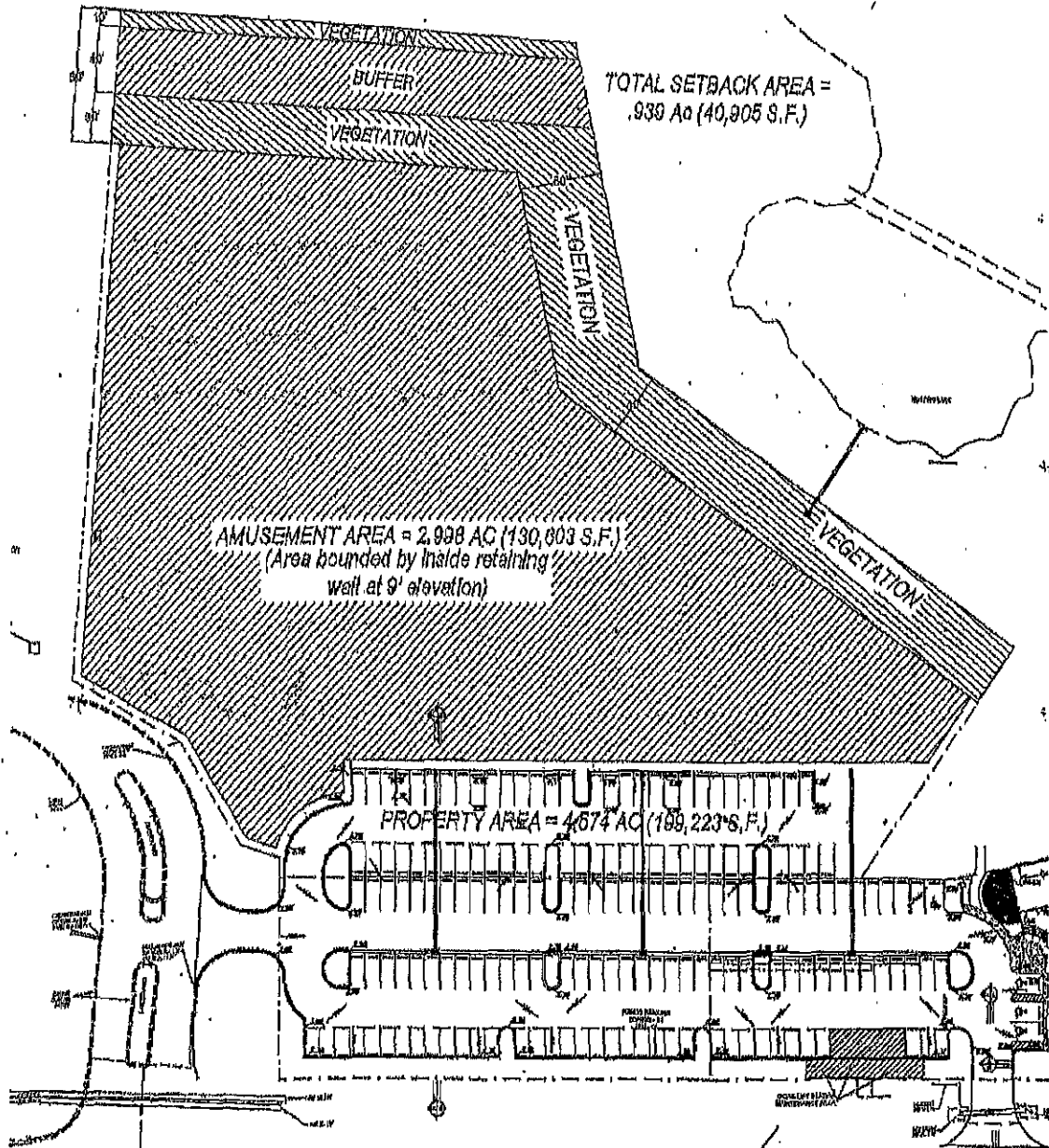
EXHIBIT "A"

Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.65 feet along said Northerly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet to the Point of Beginning; thence South 85 degrees 52 minutes 00 seconds East 89.87 feet; thence North 38 degrees 08 minutes 24 seconds East 168.32 feet; thence North 49 degrees 30 minutes 34 seconds West 280.26 feet; thence North 06 degrees 49 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 16 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 55 degrees 53 minutes 17 seconds East 74.53 feet; thence South 26 degrees 20 minutes 23 seconds East 71.38 feet; thence South 66 degrees 36 minutes 11 seconds East 24.08 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.67 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

190 9/20/16

EXHIBIT "B"



Pass 9/20/66



TULLO PLANNING GROUP

Land Use Planning

Landscape Architecture

Florida #LA0001546

Georgia #LA1071

Alabama #573

MEMORANDUM

TO: Elliot Kampert

FROM: Gina Tullo-Williams

DATE: May 8, 2018

RE: Wild Willy's Adventure Zone Phase II – 413979-DEV-2017
Request for Berm Modification

The top of the conservation area berm is slightly lower in some areas (6"-12") than the 48" height requirement due to site weather conditions (wind and rain) and the recent installation of large tree plantings. A majority of trees planted weigh in excess of 10,000 pounds due to their massive size and although they assist with stabilization, their size has shifted portions of the soft sand berm constructed with the fill material specified in the Okaloosa County Code regulations. Berm stabilization has been affected by the prevailing wind associated with coastal environment conditions and the rainfall that occurred during the recent months. This will be better controlled once the root system of the installed vegetation is allowed to be established.

We have met onsite with UF/IFAS representatives to determine the appropriate solution affecting the overall function of the berm.

It is proposed to install additional 75-90 evergreen plants such as Yaupon Holly, Wax Myrtle, Florida Yellow Anise Walter's Viburnum, Firebush or other species recommended by IFAS, along the top of berm to mediate the overall discrepancy in berm height. This will contribute to the intent to buffer sound and visual concerns.

To date, additional plantings have been installed on the berm to assist with stabilization and buffering.

- 74 – 18'-20' in height Magnolia (38 originally permitted)
- 75 - 3'-19' in height Sabal Palm (37 originally permitted)
- 57 - 8-9' in height Dahoon Holly (26 Yaupon originally permitted)
- 26 - 10'-13' in height Florida Red Cedars (24 originally permitted)

The following plants are onsite in holding area to be planted on berm once authorized to move forward.

- 1,100 - 3 gallon Muhly Grass (*Muhlenbergia Capillaris*)
- 1,200 - 1 gallon Fakahatchee Grass (*Tripsacum Dactyloides*)
- 480 - 1 gallon dune Sunflower (*Helianthus Debilis*)
- 65 - 1 gallon Indian Blanket Flower (*Gaillardia Pulchella*)

The other alternative is to explore some type of retaining wall structure with structural engineers to keep sand from shifting. This approach would require all trees to be removed during construction process for an undetermined amount of time. This approach would cause high stress and probable death to the mature trees that already have started to thrive and become established since the date of planting.

We have been approached by several people requesting our assistance in providing plants for a butterfly garden immediately behind the berm near the County's boardwalk. Wild Willy owners are willing to offer assistance with the plants and are available to develop a plan with all interested parties provided the Board of County Commissioners are in agreement.

We also discussed some additional vegetative screening along the northwest side of project to augment an area of existing plantings on the County's portion of the property.

We appreciate all the assistance you and staff have provided thus far on this project and look forward to working with you on a solution to completion of the berm component of the project.



Top of Berm Must Remain 36" Above Track



Elliot Kampert

From: Greg Stewart
Sent: Wednesday, June 13, 2018 10:23 AM
To: Elliot Kampert
Subject: Re: Amendment 3

The Amendment 3 is approved by legal
Gregory T. Stewart
County Attorney
Okaloosa County, Florida

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 e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Elliot Kampert
Sent: Monday, June 11, 2018 3:17 PM
To: 'jmcinnis@asglegal.com'; 'Patrick Barcus'
Cc: Greg Stewart; Scott Bitterman; Jason Autrey; James Puckett
Subject: Amendment 3

Good afternoon,

Attached for your consideration please find a draft of the amendment clarifying that the top of the berm is to be 36 inches above the average grade of the site, but must be 36 inches above the top of the portion of the race track as shown in Exhibit "D" (also attached). The changes are highlighted. I didn't bother to include exhibits A and C since no one had any problems with them the last two drafts.

Please let me know if you have any changes.

Jeff and Pat – if you're okay with it, please un-highlight the new language, print it and sign two copies. I'll need both of them no later than the end of business tomorrow.

Thanks,

Elliot

Elliot L. Kampert, AICP; Director
Okaloosa County Growth Management Department
1250 Eglin Parkway N Room 319
Shalimar, FL 32579
850-651-7180

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 e-mail communication, including your e-mail address, may be subject to public disclosure.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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 AssuredPartners Gulf Coast P O Box 15069 Hattiesburg MS 39404-5069	CONTACT NAME: Sara Hollis	
	PHONE (A/C, No, Ext): (601) 544-3300 FAX (A/C, No): (601) 544-3341 E-MAIL ADDRESS: sara.hollis@apgulfcoast.com	
INSURED DBR Entertainment Productions, LLC 155 Crystal Beach Drive Suite 101 Destin FL 32541	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Scottsdale Insurance Co	41297
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL14121717420 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		20141216158379	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
1306 Miracle Strip Parkway SW, Fort Walton Beach, FL, 32548

CERTIFICATE HOLDER jkublik@co.okaloosa.fl.us Okaloosa County BCC 1804 Lewis Turner Blvd Fort Walton Beach, FL 32547	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 Powell/SAA <i>Michael C. Powell</i>
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ADDITIONAL COVERAGES

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

STATE OF FLORIDA
COUNTY OF OKALOOSA

LEASE MODIFICATION AGREEMENT

THIS AGREEMENT made effective the 1st day of November 2014, by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida, whose address is 302 N. Wilson Street, Suite 302, Crestview, Florida 32536 (hereinafter referred to as "Lessor"), and **DOMINION CAPITAL, LLC**, a Florida limited liability company, whose address is 755 Grand Blvd., B105-214, Miramar Beach, Florida 32550, (hereinafter referred to as "Lessee") is for the purpose of modifying that certain written lease agreement entered into by the parties herein on or about August 13, 2012 (hereinafter referred to as "Lease Agreement").

WITNESSETH:

WHEREAS, the Lessor and Lessee herein did enter into a written Lease Agreement on or about August 13, 2012, wherein the Lessee did agree to lease certain real property and improvements located thereon more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as "Leased Premises"), which property is located in Fort Walton Beach, Florida; and,

WHEREAS, the Lessee has significantly increased funding for the project over initial budget projections to enhance the venue and to fund extensive site improvements and renovations and desires to merge its company with DBR Entertainment Productions, LLC, a Florida limited liability company, as its financial partner; and,

WHEREAS, the parties desire to modify certain provisions of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties do agree as follows:

1. As of the effective date of this Agreement the Lessee under the Lease Agreement shall be DBR Entertainment Productions, LLC, a Florida limited liability company, who is the successor to Dominion Capital, LLC by merger.

2. That Section 2 of the Lease Agreement which is entitled "TERM" is hereby modified to read as follows:

2. TERM. The term of this lease is ten (10) years commencing on August 13, 2012. This Lease shall automatically renew for three (3) additional consecutive periods of ten (10) years each, unless the Lessee provides not less than sixty (60) days written notice to Lessor prior to the expiration date of the then expiring term of this Lease of its intent to terminate this Lease.

3. That Section 3 of the Lease Agreement which is entitled "RENT" is hereby modified to read as follows:

3. RENT. Lessee covenants and agrees to pay as rent for leasing the attached premises Sixty-five thousand dollars (\$65,000.00) per annum in advance annually, with the first such payment being due within ninety (90) days of the effective date of this Lease. The rent shall be adjusted annually thereafter to reflect the increase in the Consumer Price Index. Beginning on November 1, 2014, and for the remainder of the Lease Term and all extensions of the term, the annual rents due shall be payable in advance in equal successive monthly installments upon the first day of each calendar month included in the Lease Term. Any amounts owed between the end the last annual term, for which

payment was previous paid and the start of the period in which monthly payments will begin (November 1, 2014), shall also be paid at the same time as the initial monthly payment which is due in November, 2014. The rent shall be adjusted annually on its anniversary date to reflect the cost of living adjustment. All Urban Consumers for all items -- U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84 = 1 - (C"CPI-U."). In the event the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereby agree to substitute another equally authoritative measure to change in the purchasing power of the U. S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term and shall be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the current year's lease fee. As additional rent or consideration, Lessee covenants and agrees to pay any State sales or other tax of any nature or kind on the rent or other consideration paid to Lessor, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, or County law, or Ordinance.

4. In all other respects, except as herein modified, the terms and provisions of the aforementioned Lease Agreement shall remain in full force and effect. This Modification shall have the same force and effect as if incorporated into the Lease Agreement, and shall take precedence there over.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease

Modification Agreement on the dates indicated below to be effective as of the 1st day of
November 2014.

ATTEST:

By: Gary J. Stanford
Gary J. Stanford, Deputy Clerk of Circuit Court, Okaloosa County, Florida

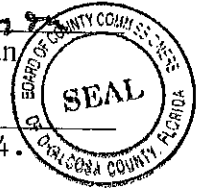


LESSOR:

BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida

By: Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

Date: 10/4/14
BCC approval on 10-21-14.



WITNESSES:

[Signature]
Print Name: Paul Barcus

[Signature]
Print Name: C. Jeffrey McInnis

[Signature]
Print Name: S. Jeffrey McInnis

[Signature]
Print Name: Paul Barcus

LESSEE:

DOMINION CAPITAL, LLC a Florida limited liability company

By: [Signature]
Blake Rogers, Manager

Date: 10/21/14

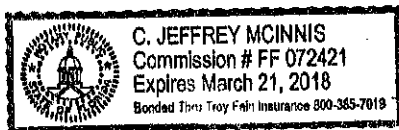
DBR ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company

By: [Signature]
Patrick Barcus, Manager

Date: 10/21/2014

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 2014 by Blake Rogers, on behalf of Dominion Capital, LLC, a Florida limited liability company, as its Manager ✓ who is personally known to me _____ who has produced _____ as identification and who did not take an oath.



[Handwritten Signature]

C. JEFFREY MCINNIS

Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 2014 by Patrick Barcus, on behalf of DBR Entertainment Productions, LLC, a Florida limited liability company, as its Manager ✓ who is personally known to me _____ who has produced _____ as identification and who did not take an oath.



[Handwritten Signature]

C. JEFFREY MCINNIS

Notary Public

My Commission Expires:

This instrument prepared by:
C. Jeffrey McInnis, Esq.
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive; Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064

Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 27.03 feet along said Northerly right of way line to the Point of Beginning; thence continue North 85 degrees 52 minutes 00 seconds West 612.62 feet along said right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet; thence South 85 degrees 52 minutes 00 seconds East 146.23 feet; thence North 81 degrees 12 minutes 53 seconds East 99.51 feet; thence North 34 degrees 51 minutes 27 seconds East 129.07 feet; thence North 67 degrees 10 minutes 10 seconds East 89.31 feet; thence North 88 degrees 31 minutes 04 seconds East 20.00 feet; thence South 61 degrees 29 minutes 09 seconds East 239.41 feet; thence South 08 degrees 14 minutes 00 seconds West 197.33 feet to the Point of Beginning. Said parcel contains 2.83 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

"EXHIBIT A"

WWAZ LEASE PAYMENTS

10 YEAR AVERAGE CPI = 3%

- YEAR 1 \$65,000
- YEAR 10 \$84,810
- YEAR 20 \$113,978
- YEAR 30 \$153,177
- YEAR 40 \$205,857

PARKING LOT IMPROVEMENT PROJECT
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of October, 2014, by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, whose address is 302 North Wilson Street, Suite 302, Crestview, Florida 32546 (hereinafter referred to as the "County"), and AQUAGREEN, INC. d/b/a GULF COAST MARINE LIFE CENTER, a Florida non-profit corporation (hereinafter "Aquagreen") having an address of 155 Crystal Beach Drive, Suite 101, Destin, Florida 32541 and DOMINION CAPITAL, LLC, a Florida limited liability company n/k/a DBR ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company (hereinafter "DBR") having an address of 755 Graham Blvd., B105-214, Miramar Beach, Florida 32550 for the purpose of establishing the terms and conditions of a public/private joint participation project to improve an existing public parking facility.

WITNESSETH:

WHEREAS, the County entered into leases with both Aquagreen and DBR for the use and occupancy of separate parcels of real property as depicted on Exhibit "A", attached hereto and made a part hereof, for the purpose of developing and operating separate public access recreational/entertainment venues; and,

WHEREAS, the County owns and maintains a public parking facility with access roadways on land contiguous to the boundaries of the parcels leased to Aquagreen and DBR, which parking facilities are in need of improvements and upgrades; and,

WHEREAS, Aquagreen and DBR have agreed to participate with the County by providing a portion of the funding and by coordinating the design and construction of the improvements to the public parking facilities; and,

WHEREAS, the County finds that such a public/private participation project will benefit the public by:

- Increasing the public access parking spaces from an assumed 51 spaces to a guaranteed 71 spaces; and,
- The construction of a new stormwater management system in accordance with all applicable County codes; and,
- Overall upgrade and improvement of the parking facilities to the current applicable County codes; and,
- Install lighting for the public parking facility to increase safety to the public.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties, intending to be legally bound, do agree as follows:

LEASE # L12-0393-PW
DOMINION CAPITAL, LLC
DEVELOPMENT/MGMT OF 2.8 +/- ACRE PARCEL
ON OKALOOSA ISLAND (WILD WILLY'S)
EXPIRES: 08/12/2022 W/3-TEN YR RENEWALS

1. That Aquagreen and DBR will enter into contracts to have the public parking lot improvement project for the parking lot areas owned and under the control of the County as shown on Exhibit "A" attached hereto and made a part hereof (the "Project"), designed, engineered and constructed with the County having the right to review and approve contracts prior to them being formalized by Aquagreen and DBR.

2. Aquagreen and DBR will advance the funds to pay all costs of design and construction for the Project.

3. That the total Project costs are estimated to be \$107,501.25. The Project scope and estimated pricing are attached hereto as Exhibit "B". The County will contribute funding in the amount of \$50,000.00 towards the total cost of the Project through a reimbursement of costs after the Project work has been completed, inspected and approved by the County. Aquagreen and DBR will provide funding for the balance of the Project cost.

4. The County hereby authorizes the contractors for Aquagreen and DBR to work on the County property containing the driveway and public parking facilities as identified on Exhibit "A", attached hereto and made a part hereof. All work on the Project will be completed in compliance with all applicable laws, codes, and regulations.

5. Aquagreen and DBR shall require their contractors performing work on the Project to maintain appropriate Professional Errors and Omissions, Comprehensive General Liability and Completed Operations insurance coverages as appropriate to the work being performed by the contractor, having the County shown as a certificate holder and additional insured on all such coverages. Certificates of insurance shall be delivered to the County prior to the commencement of any on-site construction work on the Project.

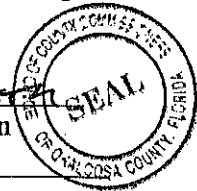
6. Upon completion of the Project, all site improvements and installations shall become the property of the County.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Joint Participation Agreement on the dates indicated below to be effective as of the date first below written.

BOARD OF COUNTY COMMISSIONERS,
OKALOOSA COUNTY, FLORIDA, a political
subdivision of the State of Florida

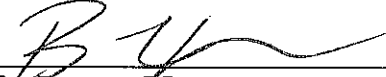
By: Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

Date: 11/11/14



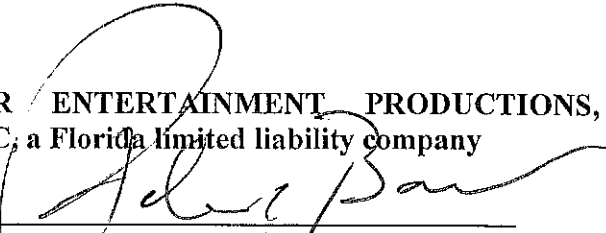
BCC approval on 10-21-14.

DOMINION CAPITAL, LLC a Florida limited liability company

By: 
Blake Rogers, Manager

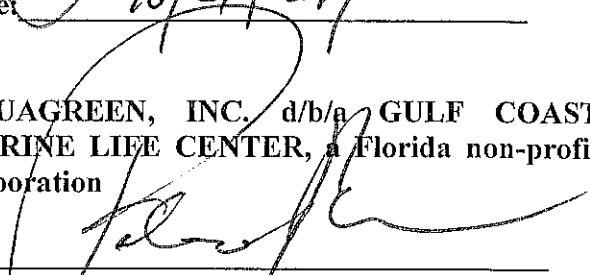
Date: 10/21/14

DBR ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company

By: 
Patrick J. Barcus, Manager

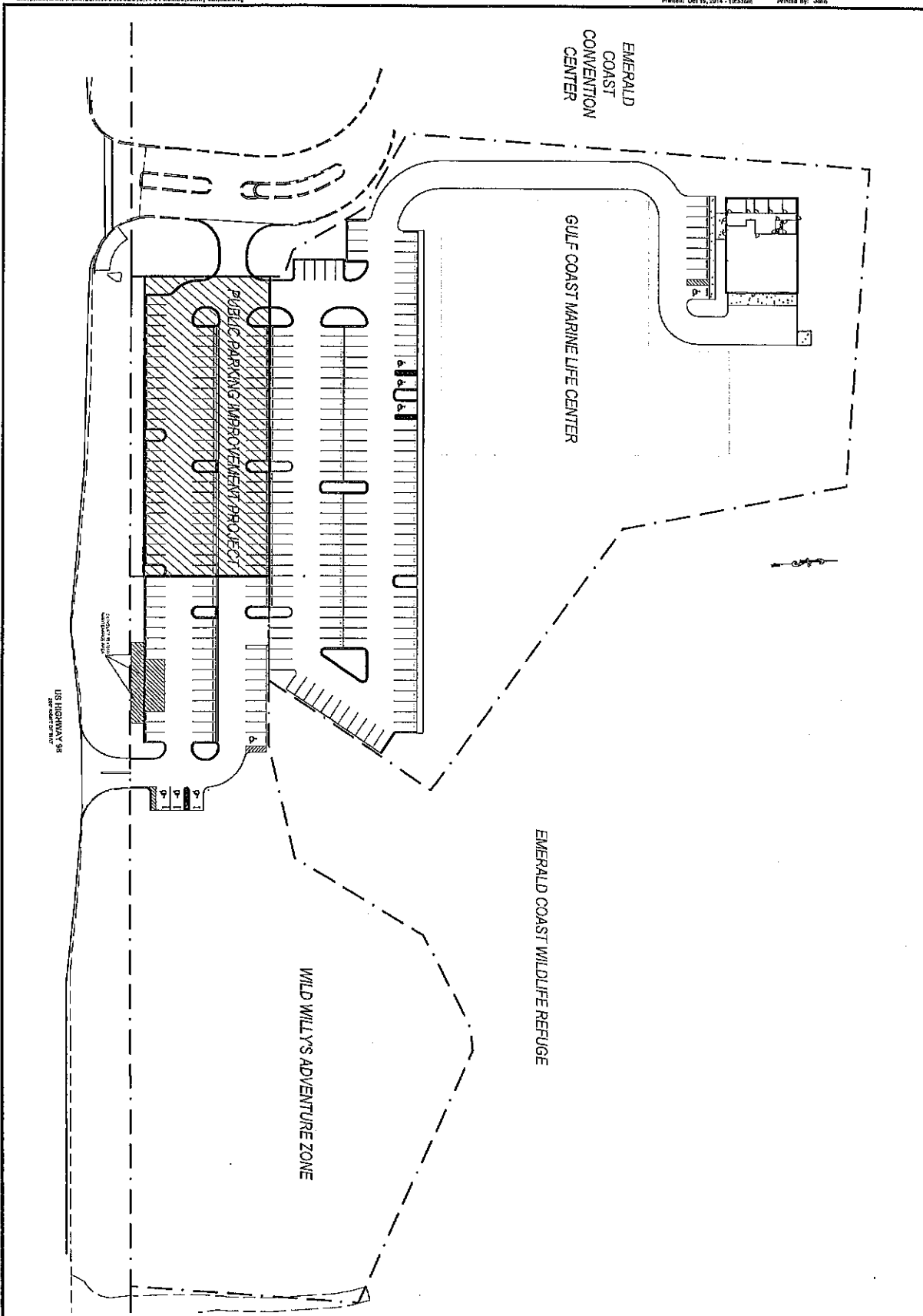
Date: 10/21/14

AQUAGREEN, INC. d/b/a GULF COAST MARINE LIFE CENTER, a Florida non-profit corporation

By: 
Patrick J. Barcus, CEO

Date: 10/21/2014

Printed: Oct 15, 2014 - 10:31am Printed By: Jono



Project No. 14-001 Designer: J. Henderson Checker: J. Henderson Date: OCTOBER 1, 2014 Scale: AS SHOWN	Developer: GULF COAST MARINE LIFE CENTER, INC 156 CRYSTAL BCH DR, SITE 1A DUBLIN, FL 32541	EXHIBIT A	<table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Revision</th> <th>By</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	Date	Revision	By																	HENDERSON ENGINEERING & CONSULTING, LLC 9090 N. DR. U.S. 90, SUITE 1 SANTA ROSA, FL 32480 PHONE: 904-655-1700 Website: www.hendersoneng.com
	No.			Date	Revision	By																		
GULF COAST MARINE LIFE CENTER	Sheet 1 of 1																							

THIS DRAWING IS THE PROPERTY OF HENDERSON ENGINEERING AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED ON REQUEST.

EXHIBIT "B"
**Wild Willy's
 County
 Parking**

PROJECT SCOPE AND PRICING

Additive Alternate #1

EARTHWORK AND DEMOLITION

Demo Concrete	6175	SF	\$0.75	\$4,631.25
Demo Curbing	350	LF	\$2.00	\$700.00
Demo Asphalt	300	SY	\$2.20	\$660.00
Remove Clay Base Under Parking Lot	450	CY	\$5.00	\$2,250.00
Earthwork(For Replacement of Clay Base)	450	CY	\$4.00	\$1,800.00
Earthwork(Retention and Parking Area)	800	CY	\$4.00	\$3,200.00
Sod (Retention Ponds Only)	0	SY	\$2.85	\$0.00
Grade Swales	1	LS	\$2,100.00	\$2,100.00
Finish Grading	3500	SY	\$0.40	\$1,400.00
			Subtotal	\$16,741.25

ASPHALT PARKING

1.5" SP 12.5mm Asphalt Paving	235	TN	\$98.00	\$23,030.00
6" Crushed Concrete Base (OBG 4)	2600	SY	\$9.85	\$25,610.00
12"Stabilized Subgrade LBR 40	2860	SY	\$4.00	\$11,440.00
Type "F" Curb	490	LF	\$14.00	\$6,860.00
Striping & Signage	1	LS	\$6,800.00	\$6,800.00
			Subtotal	\$73,740.00

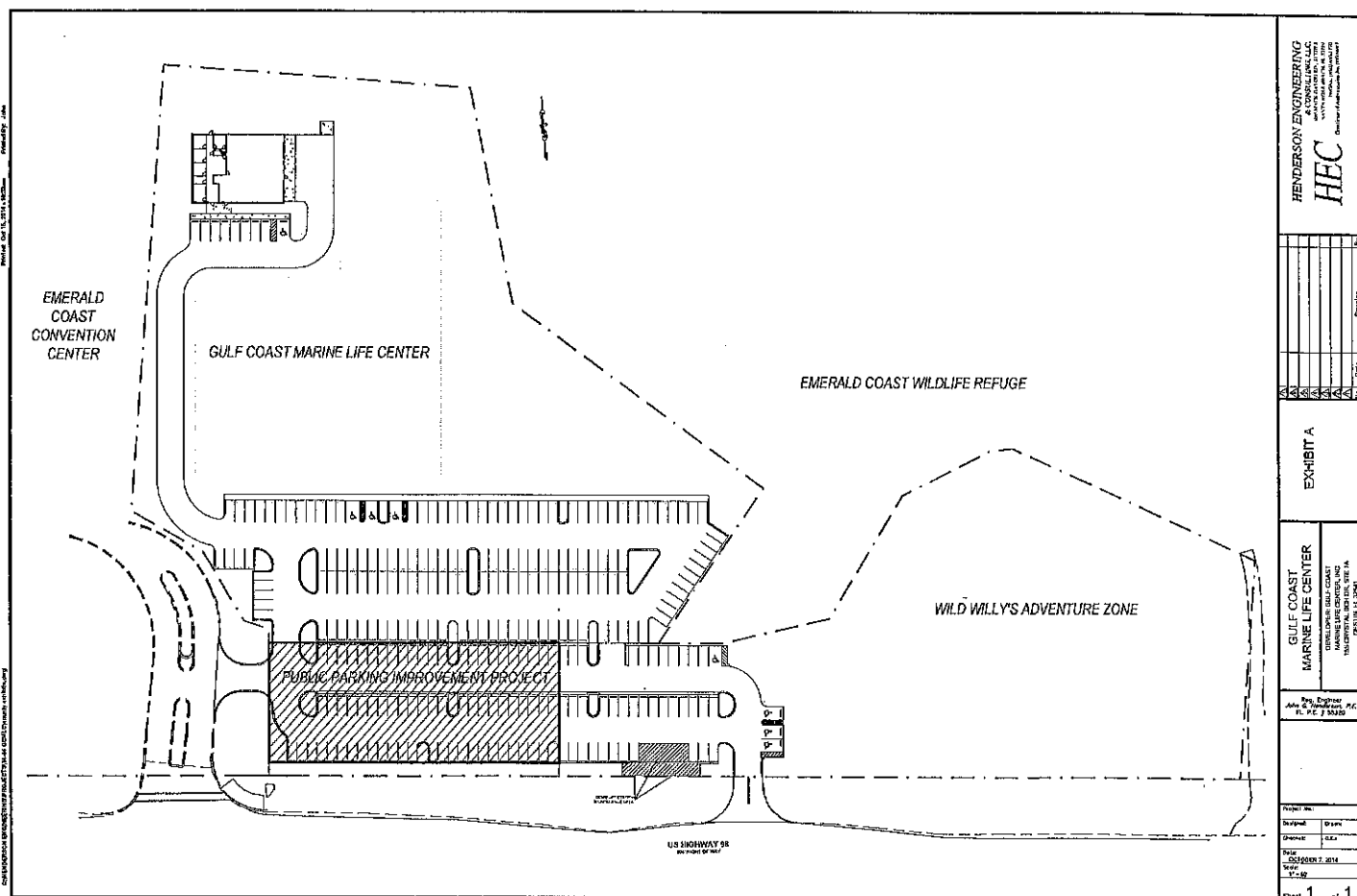
STORM DRAINAGE SYSTEM

Type "C" Inlet	2	EA	\$1,050.00	\$2,100.00
18" ADS Pipe	220	LF	\$21.00	\$4,620.00
			Subtotal	\$6,720.00

MISCELLANEOUS

Mobilization	1	LS	\$3,500.00	\$3,500.00
Dewatering for Retention Pond	200	LF	\$10.00	\$2,000.00
Construction Layout (USG Scope Only)	1	LS	\$2,800.00	\$2,800.00
Asbuilt Survey (Redline Drawings)	1	LS	\$1,000.00	\$1,000.00
Testing & Cleanup (USG Scope Only)	1	LS	\$1,000.00	\$1,000.00
			Subtotal	\$10,300.00

Subtotal **\$107,501.25**



Project: GULF COAST MARINE LIFE CENTER

CONSULTING ENGINEERING PROFESSIONALS, INC. (CEP) ENGINEERS AND ARCHITECTS

HENDERSON ENGINEERING
HEC

EXHIBIT A

GULF COAST MARINE LIFE CENTER

Prepared by: **John G. Henderson, P.E.**
 Checked by: **John G. Henderson, P.E.**

Project No.: _____
 Date: **NOVEMBER 7, 2014**
 Sheet: **1** of **1**

THIS DRAWING IS THE PROPERTY OF HENDERSON ENGINEERING AND ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THIS DRAWING.

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of the 1st day of November 2014, by and between AQUAGREEN, INC. d/b/a GULF COAST MARINE LIFE CENTER, a Florida non-profit corporation and its successors and assigns, (herein the "Licensor"), having an address of 3155 Crystal Beach Drive, Suite 101, Destin, Florida 32541 and DOMINION CAPITAL, LLC, a Florida limited liability company and its successors and assigns (herein the "Licensee"), having an address of 755 Grand Blvd., B105-214, Miramar Beach, Florida 32550.

In consideration of the covenants and agreements hereinafter contained on the part of Licensee to be observed and performed, Licensor hereby grants to Licensee and its guests for the term hereinafter specified, a non-exclusive license to use and occupy the portion of the parking lot facility more particularly depicted with hash marks and labeled "Licensed Parking Area" on Exhibit "A" attached hereto (herein the "Licensed Premises") located on that certain property leased by Licensor from Okaloosa County, Florida which is more particularly described in Exhibit "B" attached hereto (herein the "Leased Premises") during the term of this License Agreement for the express purposes, and no other purpose, of parking for normal passenger vehicles only, including pick-up trucks and passenger vans. The License is being granted, subject to the approval of the Board of County Commissioners of Okaloosa County, Florida, in accordance with the following terms and provisions:

1. **TERM**: The term hereof shall commence on November 1, 2014, and expire on the earlier of the expiration or termination, including all extensions thereof, of that certain Lease Agreement dated August 21, 2012, by and between Okaloosa County, Florida and Aquagreen, Inc. d/b/a Gulf Coast Marine Life Center for the Leased Premises or that certain Lease Agreement dated effective August 13, 2012 by and between Dominion Capital, LLC and its successors and assigns and Okaloosa County, Florida, as may be subsequently amended, for the property more particularly described in Exhibit "C" attached hereto (herein the "License Term"). It is expressly agreed that should the Aquagreen lease end for any reason whatsoever before the Dominion Capital lease then Okaloosa County, by its consent and approval of this License Agreement, shall extend the license rights of Dominion Capital, LLC and its successors and assigns under this agreement until the Dominion Capital, LLC lease expires or is terminated.
2. **CONSIDERATION**: Licensee shall provide as and for consideration for the granting of this License a one-time usage fee of \$100.00 payable on the commencement date of this License Agreement.
3. **USE**: The Licensed Premises are to be used for parking by the Licensee's guests during the term of this License.
4. **USES PROHIBITED**: Licensee shall not use any portion of the Licensed Premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made

upon the Licensed Premises, nor acts done, which will increase the existing rate of insurance upon the Licensed Premises, or cause cancellation of any insurance policies covering such Licensed Premises. Licensee shall not commit any waste upon the Licensed Premises.

5. ARTICLES LEFT IN VEHICLES ARE AT THE VEHICLE OWNER'S RISK/NO SECURITY PROVIDED: Licensee understands and expressly agrees that Licensor will not accept vehicles parked on the Licensed Premises in bailment or for safekeeping; nor will Licensor be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft, or any other cause, nor for loss, damage, or injury by or to Licensee's members and/or guests or any other individual personal injury of any nature. Licensee acknowledges that Licensor will have no duty to provide security and that Licensor does not assume any obligation to provide for the security of the Licensed Premises or to protect individuals using the Licensed Premises, or vehicles or property on the Licensed Premises, from criminal activities.

6. ORDINANCES AND STATUTES: Licensee shall, at Licensee's sole cost and expense, comply with all statutes, ordinances, regulations and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed Premises, occasioned by or affecting the use thereof by Licensee.

7. INDEMNIFICATION OF LICENSOR: Licensor shall not be liable for any damage or injury to Licensee, or any other person, or to any property, occurring on the Licensed Premises or any part thereof, and Licensee agrees to hold Licensor harmless and indemnify Licensor, its employees, agents and assigns and all other persons, firms or corporations liable or who might be claimed liable, from any causes of action or suits of any kind or nature whatsoever or other claims or demands for damages or injuries alleged to have occurred on the Licensed Premises or in any way affiliated with Licensee's use of the Licensed Premises, no matter how caused and for all costs incurred in connection therewith (including, but not limited to, reasonable attorney's fees and court costs).

8. INSURANCE: Licensee, at Licensee's expense, shall maintain public liability insurance including bodily injury and property damage insuring Licensor and Licensee (as their interests appear) in which the limits of public liability coverage shall be not less than \$1,000,000.00 per accident and in which the property damage coverage shall not be less than \$100,000.00. Licensee shall provide Licensor with a Certificate of Insurance showing Licensor as an additional insured. The Certificate shall provide for a thirty (30) day written notice to Licensor in the event of cancellation or material change of coverage.

To the maximum extent permitted by insurance policies which may be owned by Licensor or Licensee, Licensee and Licensor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

9. CONDITION OF PREMISES NOT WARRANTED: Licensor does not warrant or represent that the Licensed Premises are safe or suitable for the purposes for which they are permitted to be used under the terms of this License Agreement.

10. **BREACH**: Should Licensee breach any of the terms and conditions of this License Agreement, then the Licensor, after giving notice as required herein, shall have the right, at its option, to immediately terminate this License Agreement and to re-take possession of the Licensed

Premises. In such event the Licensor shall provide written notice to Licensee setting forth the item(s) of breach or default and giving Licensee thirty (30) days to cure the issue (the "Cure Period"). If Licensee shall fail to correct the breach or the default within the Cure Period, then the Licensor may terminate this License Agreement.

11. **ATTORNEY'S FEES**: In case suit should be brought for breach of this License Agreement, recovery of the Licensed Premises, or because of any act which may arise out of the possession of the Licensed Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees and court costs, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.

12. **WAIVER**: The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this License Agreement shall be deemed to have been waived by Licensor, unless such a waiver be in writing by Licensor.

13. **TIME**: Time is of the essence of this License Agreement.

14. **SEVERABILITY**: If any Section, clause, sentence, word, or provisions of this License Agreement or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this License Agreement shall not be affected thereby, and each remaining provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. **JURISDICTION/VENUE**: This License Agreement is made under the laws of the State of Florida, and any disputes that arise under or related to this License Agreement will be governed by the laws of Florida, without regard to conflicts of law principles. The parties agree that venue for any legal action involving this License Agreement will be in Okaloosa County, Florida.

16. **ENTIRE AGREEMENT/AMENDMENTS**: The foregoing, including any and all exhibits hereto, constitutes the entire agreement between the parties and maybe modified only by a writing signed by all parties hereto.

17. **AUTHORIZATION**: Each person executing this License Agreement represents and warrants that he/she has full authority to execute this License Agreement on behalf of his or her respective party.

IN WITNESS WHEREOF, each of the undersigned parties have executed this License Agreement, on the dates indicated below to be effective on the day and year first above written.

WITNESSES:

CJ
 Print Name: C. Jeffrey McINNIS

Paul
 Print Name: Paul Barcus

LICENSOR:

AQUAGREEN, INC. d/b/a GULF COAST MARINE LIFE CENTER

By: [Signature]
 Print Name: Patrick Dan
 Date: 10/21/2014

WITNESSES:

CJ
 Print Name: C. Jeffrey McINNIS

Paul
 Print Name: Paul Barcus

LICENSEE:

DOMINION CAPITAL, LLC, a Florida limited liability company

By: [Signature]
 Blake Rogers, Manager
 Date: 10/21/14

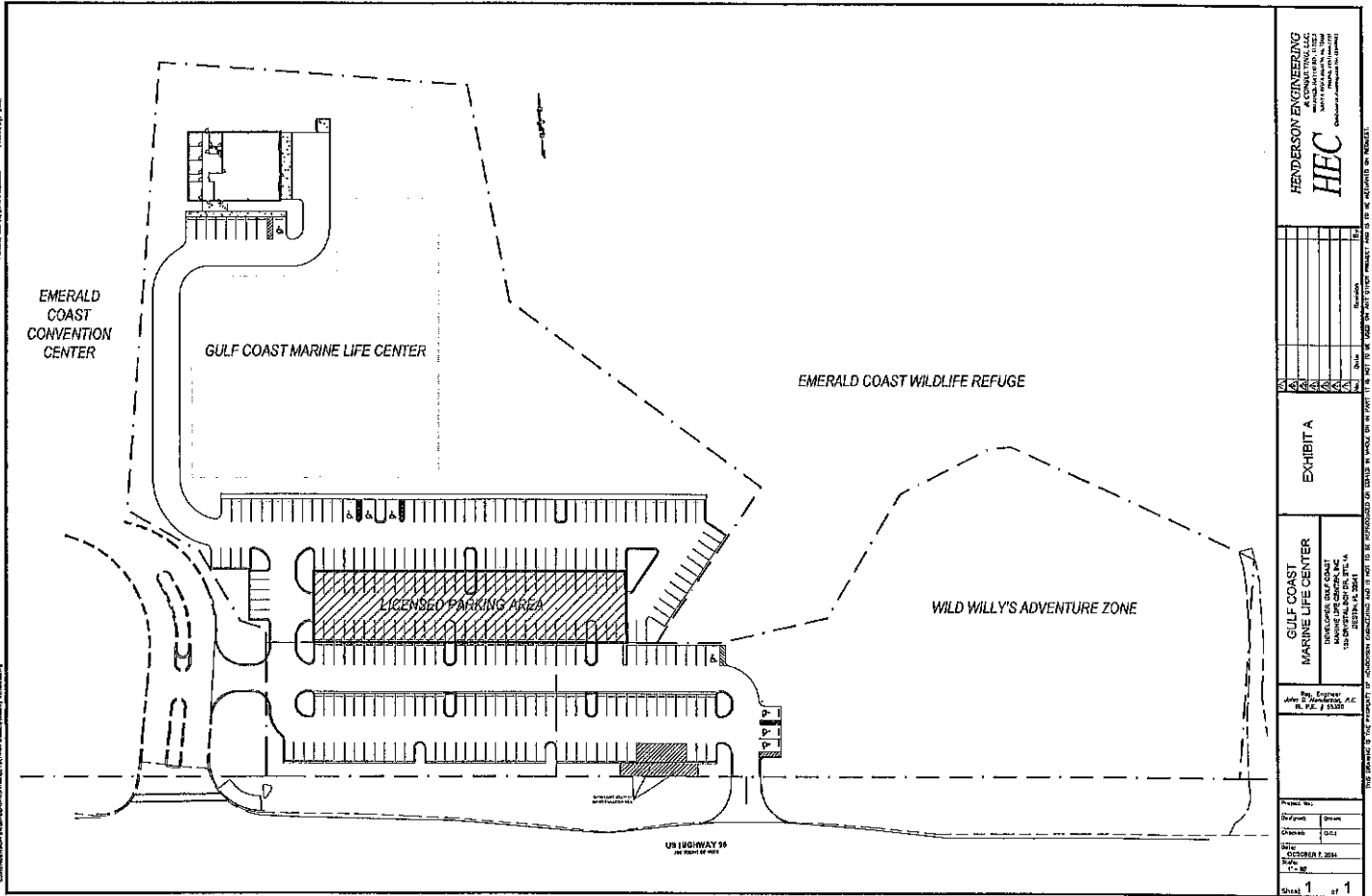
Approved:

BOARD OF COUNTY COMMISSIONERS, OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida

By: [Signature]
 Charles K. Windes, Jr., Chairman
 Date: 11/4/14

BCC approval 10-21-14





HENDERSON ENGINEERING
HEC
 HENDERSON ENGINEERING, INC.
 10000 W. UNIVERSITY BLVD., SUITE 100
 JACKSONVILLE, FL 32217
 (904) 722-1111
 www.hendersoneng.com

NO.	DATE	DESCRIPTION
1	10/27/14	ISSUED FOR PERMIT
2		
3		
4		
5		

EXHIBIT A

GULF COAST MARINE LIFE CENTER
 DEVELOPING GULF COAST MARINE LIFE CENTER
 100 UNIVERSITY BLVD., SUITE 100
 JACKSONVILLE, FL 32217

Prepared by: [Blank]
 Checked by: [Blank]
 Date: **OCTOBER 7, 2014**
 Scale: **1" = 50'**

Sheet **1** of **1**

THIS DRAWING IS THE PROPERTY OF HENDERSON ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SHOWN HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HENDERSON ENGINEERING, INC.

Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.65 feet along said Northerly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet to the Point of Beginning; thence South 65 degrees 52 minutes 00 seconds East 89.87 feet; thence North 38 degrees 08 minutes 24 seconds East 168.32 feet; thence North 49 degrees 30 minutes 34 seconds West 280.26 feet; thence North 06 degrees 49 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 16 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 55 degrees 53 minutes 17 seconds East 74.53 feet; thence South 26 degrees 20 minutes 23 seconds East 71.38 feet; thence South 66 degrees 36 minutes 11 seconds East 24.08 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.57 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 27.03 feet along said Northerly right of way line to the Point of Beginning; thence continue North 85 degrees 52 minutes 00 seconds West 612.62 feet along said right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet; thence South 85 degrees 52 minutes 00 seconds East 146.23 feet; thence North 81 degrees 12 minutes 53 seconds East 99.51 feet; thence North 34 degrees 51 minutes 27 seconds East 129.07 feet; thence North 67 degrees 10 minutes 10 seconds East 89.31 feet; thence North 88 degrees 31 minutes 04 seconds East 20.00 feet; thence South 61 degrees 29 minutes 09 seconds East 239.41 feet; thence South 08 degrees 14 minutes 00 seconds West 197.33 feet to the Point of Beginning. Said parcel contains 2.83 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: August 17, 2012

Contract/Lease Control #: #L12-0393-PW

Bid #: BCC 09-12 Contract/Lease Type: REVENUE AMOUNT: \$65,000, ANNUALLY

Award To/Lessee: DOMINION CAPITAL, LLC.

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 08/13/2012

Expiration Date: 08/12/2022 (Automatic renewal for 2 consecutive periods of 10 years thru 2042)

Description of Contract/Lease: DEVELOPMENT AND MANAGEMENT OF 2.8 +/- ACRE PARCEL ON OKLAOOSA ISLAND (WILD WILLY'S)

Department Manager: PW

Department Monitor: HOFSTAD

Monitor's Telephone #: 689-5770

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: _____

REMARKS:

Cc: Finance Dept Contracts & Grants Division

EXHIBIT D

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: L12-0393-PW Tracking Number: 467-12
Contractor/Lessee Name: Dominion Capital, LLC.
Purpose: Dev./Mgmt 2.8 1/- Acre Parcel on Okaloosa Island Revenue
Date/Term: 8/12/2022 u/ 2, 10 yr consecutive terms. 1. GREATER THAN \$50,000
Amount: \$65,000.00 2. GREATER THAN \$25,001
Department: PW 3. \$25,000 OR LESS
Dept. Monitor Name: J. Holstad / R. Brannon

Purchasing Review

Procurement requirements are met: [Signature] Date: 7/17/12
Contracts & Lease Coordinator

Risk Management Review

Approved as written: BCC Approved 7/17/12 Date: _____
Risk Management Director

County Attorney Review

Approved as written: Approved by email Date: 7/17/12
County Attorney

Following Okaloosa County approval:

Contract & Grant

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

Jack Allen

From: John Dowd
Sent: Tuesday, July 24, 2012 12:32 PM
To: John Dowd; Richard Brannon
Cc: Jack Allen
Subject: RE: Island leases

Richard:

You can email them. If I make any changes, I will underline and strike. I will also call you to discuss before I do.

Thanks,

John

From: John Dowd
Sent: Monday, July 23, 2012 1:31 PM
To: Richard Brannon
Cc: Jack Allen
Subject: RE: Island leases

Please do. It will also give you that added level of comfort.

Thanks,

John

From: Richard Brannon
Sent: Monday, July 23, 2012 10:18 AM
To: John Dowd
Cc: Jack Allen
Subject: Island leases

Do you wish to review the two lease agreements with the Board directed changes before we send them for signatures? I can email both if you wish to.

Richard Brannon CPPB FCCM
Purchasing Director
Okaloosa County Board of County Commissioners
602 C North Pearl Street
Crestview, Florida 32536
850-689-5960
rbrannon@co.okaloosa.fl.us

*Jack Allen, CPPB
Purchasing Services Manager
Okaloosa County, FL
850-689-5960
jallen@co.okaloosa*

NOTICE OF AWARD

TO: DOMINION CAPITAL LLC
BLAKE ROGERS, MANAGING MEMBER
755 GRAND BLVD., B105-214
MIRAMAR BEACH FL 32550

LEASE # L12-0393-PW
DOMINION CAPITAL, LLC
DEVELOPMENT/MGMT OF 2.8 +/- ACRE PARCEL
ON OKALOOSA ISLAND (WILD WILLY'S)
EXPIRES: 08/12/2022

PROJECT

DESCRIPTION: LEASE OF OKALOOSA COUNTY PROPERTY (RFP #BCC 09-12)

The **OWNER** has considered the **PROPOSAL** submitted by you for the above-described **WORK** in response to its Advertisement for PROPOSALS dated May 4, 2012 and Information for Bidders.

You are hereby notified that your **PROPOSAL** has been accepted for items in the amounts specified within your proposal.


You are required by the Instructions to Proposers to execute the Agreement (4 copies) and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **PROPOSAL** as abandoned and as a forfeiture of your **PROPOSAL Check**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this 30 day of JULY, 2012.

OWNER - OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY:  TITLE Purchasing Director
Richard L Brannon

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: 

This the 1 day of AUGUST, 2012.

BY: BLAKE ROGERS

Title: PRESIDENT



August 13, 2012

Richard Brannon, CPPB FCCM
Purchasing Director
Okaloosa County Board of County Commissioners
602 C. North Pearl Street
Crestview, FL 32536

In Re: Lease with Okaloosa County Board of County Commissioners

Dear Mr. Brannon:

Please find enclosed four executed originals of the Lease Agreement between Dominion Capital, LLC and Okaloosa County for the 2.8 +/- acre parcel of land on Okaloosa Island. We are including with this package Certificates of Insurance for premises liability, worker's compensation coverage and Certificate of Insurance for premises liability named as additionally insured by Horizons Foundation of Okaloosa County Inc. as required by the lease. In regard to the requirement for Casualty Insurance coverages, for the current facilities on the Leased Premises, we are hereby confirming our conversation with your offices that we will be demolishing and removing the existing structures on the site as soon as the development orders are approved and issued by Okaloosa County. We will provide full Casualty Insurance coverage for the new structures constructed upon the completion and will name the County as an additional insured on that coverage. Because the existing buildings will be demolished, we will not be required to provide Casualty Insurance coverages on those structures.

In accordance with the Notice of Award, this will confirm that upon commencement of construction of the improvements to be built the Leased Premises, we will provide Okaloosa County with Construction Payment and Performance Bonds in the full amount of the construction costs.

It is our understanding that at the time of execution of this lease, Okaloosa County has an existing agreement with Horizon of Okaloosa County, Inc. for the short-term occupancy of the Leased Premises and operation of the mini-golf business. In accordance with the request of the Board of County Commissioners during their meeting in which our lease was approved, Dominion Capital, LLC has agreed to allow Horizon to remain in the Leased Premises as a business operator through September 10, 2012. This will confirm that this temporary occupancy by Horizon of Okaloosa County, Inc. has been authorized by Okaloosa County and that we have been informed that Horizon has provided to Okaloosa County appropriate insurance certificates for its occupancy and business operations at that location, which will continue through the date of its temporary occupancy.



We look forward to working with Okaloosa County on this exciting project. If you should have any questions, please do not hesitate to give us a call.

Sincerely,

DOMINION CAPITAL, LLC

A handwritten signature in black ink, appearing to read 'Blake Rogers', with a long horizontal flourish extending to the right.

Blake Rogers, Manager

Enclosures

cc: C. Jeffrey McInnis, Esq.



CERTIFICATE OF LIABILITY INSURANCE

HORIZ-2

OP ID: JL

DATE (MM/DD/YYYY)
07/03/12

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 Brown & Brown of FL, Inc. P.O. Box 13789 Tallahassee, FL 32317 Matt Osiecki	850-656-3747 850-656-4065	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Markel Insurance Company	38970	INSURER B : Philadelphia Indemnity	18058	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Horizons of Okaloosa County, Inc.: Horizons Foundation of Okaloosa County, Inc 123 Truxton Ave Fort Walton Beach, FL 32547															

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		TBD	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK888164	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			TBD	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is listed as an additional insured for general liability.

CERTIFICATE HOLDER**CANCELLATION**

DOMINI1 Dominion Capital LLC 755 Grand Blvd, B105-214 Miramar Beach, FL 32550	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2012

PRODUCER Automatic Data Processing Insurance Agency Inc 1 ADP BOULEVARD ROSELAND, NJ 07068 800-524-7024	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE INSURER A: Employers Insurance Group INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 10701
INSURED DOMINION CAPITAL LLC 2911 CHAPEL HILL RD, STE 255 DOUGLASVILLE GA 30135		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/>	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	EIG135021100	07/09/2012	07/09/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Location:
 1306 Miracle Strip Pkwy SE
 Ft Walton Beach, FL 32548

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Gary Harrison



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2012

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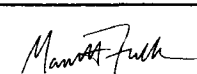
PRODUCER Fuller Insurance LLC P O Box 1583 Santa Rosa Beach, FL 32459	CONTACT NAME: Carrie Rosnick PHONE (A/C, No, Ext): 850-502-4259 E-MAIL ADDRESS: carrie@fullerinsurance.us	FAX (A/C, No): 866-871-0910	
	INSURER(S) AFFORDING COVERAGE INSURER A: Gresham/Penn-America Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 32859
INSURED Dominion Capital LLC 755 Grand Blvd #6105-214 Miramar Beach, FL 32550			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Okaloosa County 602-C N. Pearl Street 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 

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LEASE AGREEMENT

PUBLIC PROPERTY LEASE

This Lease is made and executed in duplicate by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called Lessor, and Dominion Capital LLC, 755 Grand Blvd, B105-2214, Miramar Beach, FL 32550 herein called Lessee.

1. DESCRIPTION OF PREMISES-EXCEPTIONS: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, its interest in the real property and improvements located thereon as described as follows:

As per Exhibit A attached hereto.

Lessee further specifically acknowledges that it has researched the title to the above described property and that it is only leasing the interests of Lessor in said tract subject to all outstanding interests, restrictions or encumbrances of record, and that Lessor does not warrant title or any specific interest in the same.

Lessee further acknowledges that portions of the above described property are utilized for retention ponds, and Lessee agrees that it shall not interrupt or disturb the utilization of the same by Lessor for said purpose or aggravate the drainage system for the parcel of property or adjoining properties. Lessee has inspected the aforesaid property and leases the same in an "as is" condition.

Lessee is aware of the fact that a portion of the property is utilized for the Convention Center and its parking and covenants not to disturb or otherwise interfere with the continued utilization thereof.

2. TERM: The term of this lease is ten (10) years commencing on the date of execution hereof by Lessor. This Lease shall automatically renew for two (2) additional consecutive periods of ten (10) years each, unless the Lessee provides not less than sixty (60) days written notice to Lessor prior to the expiration date of the then expiring term of this Lease of its intent to terminate this Lease.
3. RENT: Lessee covenants and agrees to pay as rent for leasing the attached premises Sixty-five thousand dollars (\$65,000.00) per annum in advance annually, with the first such payment being due within ninety (90) days of the effective date of this Lease. The rent shall be adjusted annually thereafter to reflect the increase in the Consumer Price Index. The rent shall be adjusted annually on its anniversary date to reflect the cost of living adjustment. All Urban Consumers for all items - U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of

Labor, 1982-84 = 1 - (C"CPI-U."). In the event the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereby agree to substitute another equally authoritative measure to change in the purchasing power of the U. S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term and shall be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the current year's lease fee. As additional rent or consideration, Lessee covenants and agrees to pay any State sales or other tax of any nature or kind on the rent or other consideration paid to Lessor, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, or County law, or Ordinance.

4. USE OF PREMISES: Lessee shall submit a proposed plan of development of the property with this bid, which plan shall constitute a part of this Lease (attached). Lessee agrees to restrict the use of the premises to the purposes proposed in the said plan and in its response to the Lessor's RFP # BCC 09-12 and not to use, or permit the use of the premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.
5. COMPLIANCE WITH LAW: During the continuance of this Lease, the leased premises shall not be used for any purpose or construction shall not be commenced or pursued in violation of any federal, state, county or local statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statute, ordinance, regulations, orders or directives now exist or may hereafter provide, concerning the use and safety of the premises or the construction thereon.
6. LESSEE'S RIGHTS AS TO SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its activities on the premises. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the premises by the erection, existence, or removal of such signs. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense if requested to do so by Lessor.
7. RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS: Lessee shall not improve or alter the demised premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefore to Lessor for its approval, including a proposed time schedule for completion. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the demised premises shall on expiration or sooner termination of this Lease belong to Lessor

without compensation to Lessee. However, Lessor shall have the option, to be exercised on expiration or sooner termination of this lease, to require Lessee to remove any or all such improvements or alterations. If upon termination or expiration 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).

8. DUTY TO MAINTAIN PREMISES IN GENERAL: Lessee agrees, at its own expense, to maintain the leased premises and appurtenances thereto in good condition and repair. Lessee agrees to keep the grounds in a clean and orderly condition at all times, this requirement being essential to the continued validity of this Lease.
9. SECURITY: Lessee agrees to provide at its own expense adequate security guards or personnel to protect its own interests as well as the visitors and patrons of the property hereby leased.
10. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this Lease, or any interest herein, or sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and its agents and employees to use the premises or any part of them, without first obtaining Lessor's written consent thereto. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent. Lessee shall keep a current list of all its stockholders or partners filed with Lessor.
11. UTILITIES: Lessee shall at Lessee's expense, pay for all water, gas, electric power and all other utilities required on the leased premises as related to Lessee's operation from and after the commencement of the term hereof.
12. OPENING & CLOSING TIMES: Lessee shall keep the property open at all times specified in its plan for development which is attached hereto, unless the written consent of Lessor is obtained to close the same during certain periods of time.
13. INSURANCE REQUIREMENTS: Lessee shall procure and maintain in force during the term of this Lease and any extension hereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in the amounts specified in the Bid Specifications (BCC 09-12), or

such other amount as may be required by Subsection (5) of Florida Statutes Section 768.28 (1991) as may be amended from time to time, whichever amount is greater. Such insurance policy shall name Okaloosa County as an additional insured, and shall insure any liability which Okaloosa County may have. In addition, Lessee shall procure and maintain Workmen's Compensation Insurance as required by Florida Statutes. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the Insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension hereof, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as additional rent at the next annual rental payment.

14. RESTRICTION AGAINST MECHANICS' LIENS CONSENT OF LESSOR NOT GIVEN: Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man 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 the 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.
15. LEASE BREACHED BY LESSEE'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for the benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease.
16. LESSOR'S REMEDIES ON LESSEE'S BREACH: If Lessee breaches this Lease, and fails to cure the breach after thirty (30) days written notice from Lessor, or, if the breach cannot be cured within thirty (30) days, if Lessee fails to initiate actions to cure the breach and continue in good faith to complete the cure as soon as reasonably possible. Lessor shall have the following remedies in addition to his other rights and remedies as provided by law in such event:
 - a. Reentry: Lessor may reenter the premises immediately, and remove all Lessee's personnel and property there from. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.
 - b. Termination: After reentry, Lessor may terminate this Lease on giving 15 days' written notice of such termination to Lessee.

Lessor may recover from Lessee on terminating this Lease for Lessee's breach all damages proximately resulting from the breach, including but not limited to the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

- c. Appointment of Receiver: After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits the receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee therefore. Proceedings for the appointment of a receiver by Lessor, or the appointment of a receiver and the conducting by him of Lessee's business shall not terminate this Lease unless Lessor has given written notice of such termination as provided herein.
17. LESSEE TO PAY LESSOR'S ATTORNEYS' FEES: If Lessor files an action to enforce any covenant of this Lease, or for breach of any covenant herein, Lessee agrees to pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the Court.
18. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be Chairman, Board of County Commissioners, Okaloosa County Courthouse, Crestview, Florida 32536. Notices to Lessee shall be to the address first above given, or may be to Lessee at the premises leased.
19. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of a breach of any one covenant or condition of this Lease shall not be deemed a waiver of a breach of others, or of a subsequent breach of the one waived.
20. LEASE APPLICABLE TO SUCCESSORS: This lease and the covenants and hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
21. TIME OF ESSENCE: Time is of the essence of this Lease.
22. DAMAGE OR DESTRUCTION BY FIRE, WAR OR ACTS OF GOD: If the premises leased herein are destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake) to such an extent that they are rendered untenable in whole or in substantial part, Lessee has

the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option to continue this Lease for the remainder of its term upon completion of construction or repairs, with the rent to be abated from the date of damage or destruction to the date of the next commercial utilization of the premises by opening all or any portion of the operations to the general public. Lessee shall give Lessor notice of its intent to repair or rebuild within 30 days from the date of damage or destruction, otherwise this Lease shall terminate be null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this Lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within 18 months from the date of destruction or damage. If not completed within 18 months, Lessee shall recommence paying the rental as herein provided.

23. CASUALTY INSURANCE: Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against loss or damage by fire, lightning, rising water, windstorm, hail, explosion, riot, and smoke damage under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the buildings and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such buildings or improvements. In case of the work of reconstruction or repair being approved by Lessor and being started promptly and prosecuted with reasonable dispatch, and there being no default on the part of Lessee in the performance and observance of the covenants hereof, the Lessor shall, from the amounts received on such policies and as far as is necessary, pay out the amount or amounts so received on the estimates of any responsible architect having supervision of such construction or repair and certifying that the amount of such estimate is being applied to the payment of the reasonable cost of such construction. However, in case of a plan of reconstruction being adopted which will require an expenditure of an amount in excess of the amount held by the Lessor, the Lessor may withhold such payments until such time as it is made to appear to its satisfaction that any amount necessary to provide for such reconstruction or repair, according to the plan adopted, in excess of the amount held by the Lessor has been provided for by Lessee and its application for such purposes assured. Any amount remaining in the

hands of the Lessor from such source after the restoration or reconstruction of any buildings or improvements as herein required shall, if there is at the time no default on the part of Lessee in the performance of the covenants hereof, be paid to Lessee.

In case Lessee elects to rebuild or repair and does not begin the reconstruction or repair of any such building within a period of 6 months after such destruction or damage by casualty and does not thereafter prosecute the same with such dispatch as would be necessary, in case of the entire reconstruction of the buildings or improvements, to effect completion of the same within a period of eighteen (18) months thereafter, then the amount so received by the Lessor or any balance remaining in its hands, shall be retained as security for the performance and observance by Lessee of the covenants hereof. In this event, no part thereof shall be paid to Lessee or for reconstruction except with the consent of Lessor and after a restoration of the buildings or improvements, it being the option of Lessor in the meantime to terminate this lease on account of such default and retain such amount as liquidated damages resulting to it from the failure of Lessee to promptly and within a reasonable time complete such work or reconstruction or repair.

24. INDEMNITY & HOLD HARMLESS: Lessee agrees to and shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind including the negligence of Lessor, including reasonable counsel fees by or on behalf of any person or entity arising directly or indirectly out of either (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises, or equipment, materials, or alterations of buildings or improvements thereon.
25. RESTRICTIVE COVENANTS: Lessee is aware of the restrictive covenants adopted by the Okaloosa Island Authority that requires that the property be used for public park and other recreational activities/purposes, and covenants not to allow any concessions or other uses of the property that are not consistent with that utilization. Lessee covenants and agrees to abide by and comply with the restrictive covenants applicable to the property hereby leased.
26. CONSTRUCTION: Lessee agrees that they agree to commence construction within a one (1) year period beginning upon the date of execution of this lease by the County. The Lessee also agrees to have their construction project completed and operational within a two (2) year period beginning from issuance of the Notice to Proceed. Failure to comply with the above can and will result in cancellation of the lease with a 90-day written notice.

27. FINANCIAL ASSURANCE: Lessee agrees to provide the County, in writing, a letter showing proposed funding, letters of credit, or financial support indicating the financial ability to facilities this project. This information is to be provided the County within 90 days after issuance of the Notice to Award. Lessee shall obtain all requisite Federal, State & Local Permits and approvals as may be required for construction on the leased property
28. REPRESENTATIVES: The authorized representative for the County shall be:

John Hofstad, Public Works Director
1759 S. Ferdon Blvd.
Crestview FL 32539
850-689-5772 / 850-689-5786 (F)
jhofstad@co.okaloosa.fl.us

REPRESENTATIVES: The authorized representative for Dominion Capital shall be:

Dominion Capital LLC
Blake Rogers, Managing Member
755 Grand Blvd. B105-214
Miramar Beach FL 32550
850-270-1606 / 888-846-4880 (F)
dominioncapitallc@gmail.com

29. A Boundary Survey must be obtained by the Lessee prior to the start of construction.
30. MAINTENANCE PAYMENT: Lessee agrees to pay Aquagreen Inc. d/b/a Gulf Coast Marine Center the sum of Thirty-Five thousand (\$35,000.00) per annum in advance annually during the term of this Lease and any renewals. This payment will be used for general maintenance of the 17 acre site.
31. The Lessee's proposal and the Request for Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement. In the event of any conflict between the terms and conditions of the Lessee's proposal and the Request for Proposal and this Lease, the terms and conditions of this Lease shall prevail.

IN WITNESS WHEREOF Lessee has executed this Lease and Offer to Lease on this
the 13 day of August 2012.

LESSEE




Dominion Capital LLC

(Corporate or Other Seal)

BLAKE ROGERS

(Name Print) – President Manager

Attest:



PAUL BARCUS

(Name Print) – Secretary

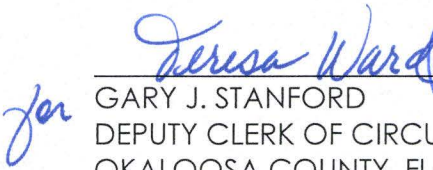
LESSOR

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON AMUNDS, CHAIRMAN

ATTEST:



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

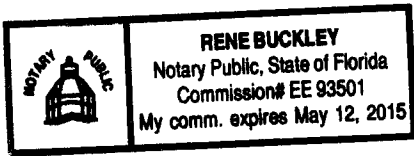


ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 13 day of August, 2012,
AD.



Rene Buckley
NOTARY PUBLIC

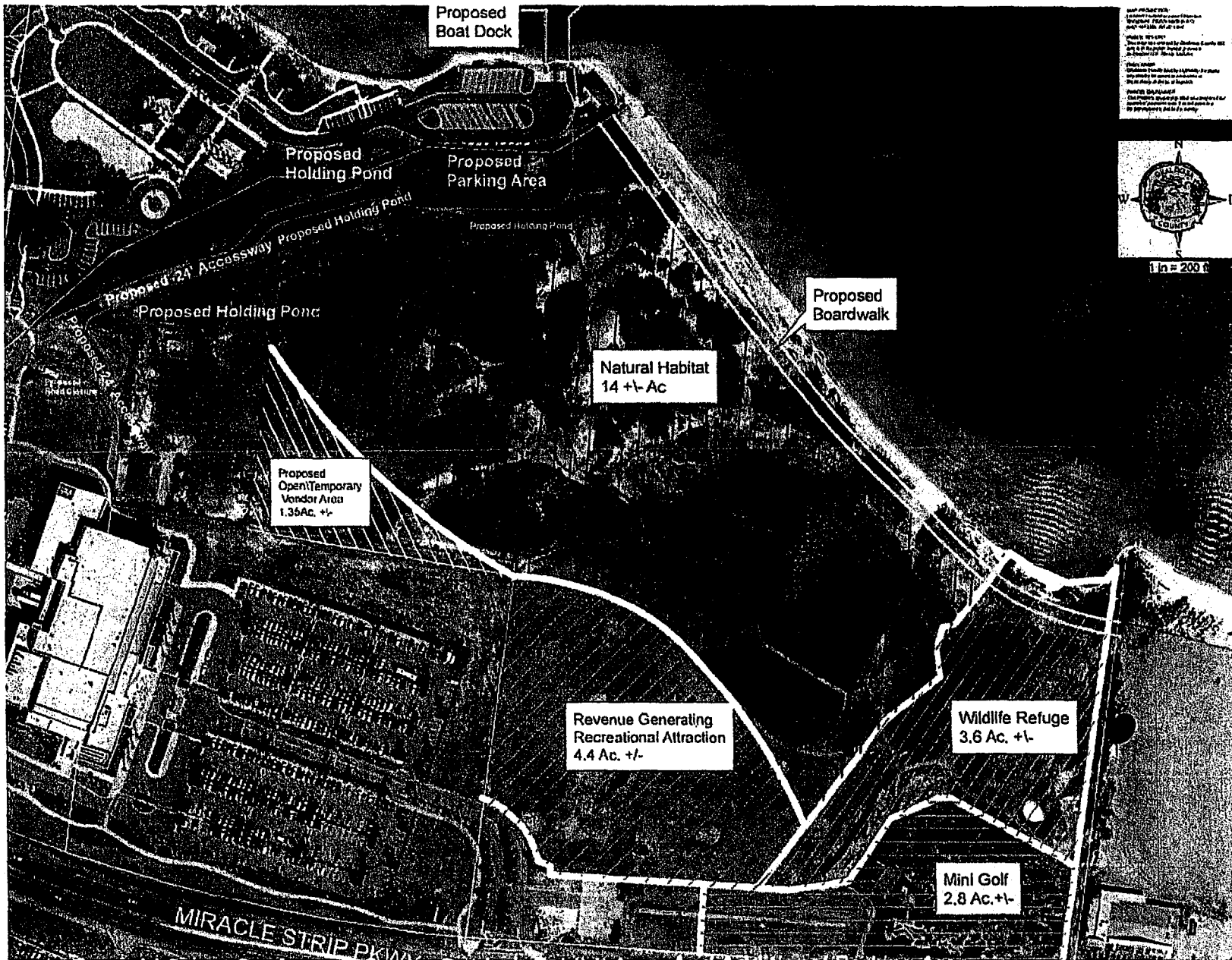
My Commission expires:

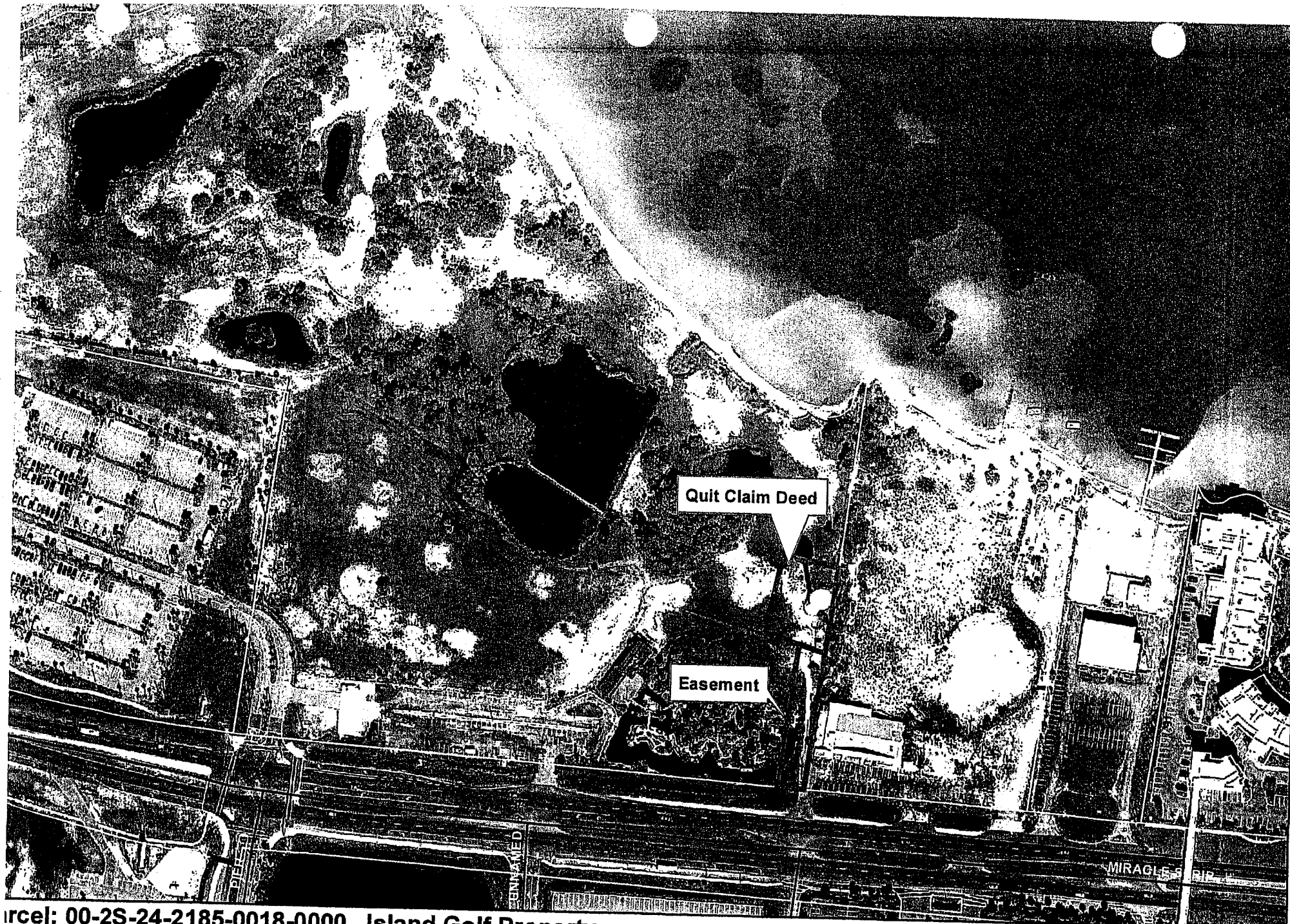
5/12/15

Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 27.03 feet along said Northerly right of way line to the Point of Beginning; thence continue North 85 degrees 52 minutes 00 seconds West 612.62 feet along said right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet; thence South 85 degrees 52 minutes 00 seconds East 146.23 feet; thence North 81 degrees 12 minutes 53 seconds East 99.51 feet; thence North 34 degrees 51 minutes 27 seconds East 129.07 feet; thence North 67 degrees 10 minutes 10 seconds East 89.31 feet; thence North 88 degrees 31 minutes 04 seconds East 20.00 feet; thence South 61 degrees 29 minutes 09 seconds East 239.41 feet; thence South 08 degrees 14 minutes 00 seconds West 197.33 feet to the Point of Beginning. Said parcel contains 2.83 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

"EXHIBIT A"

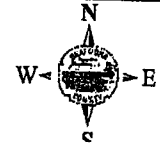




Parcel: 00-2S-24-2185-0018-0000 Island Golf Property

— Street Centerlines ▭ Parcels ▭ Easement

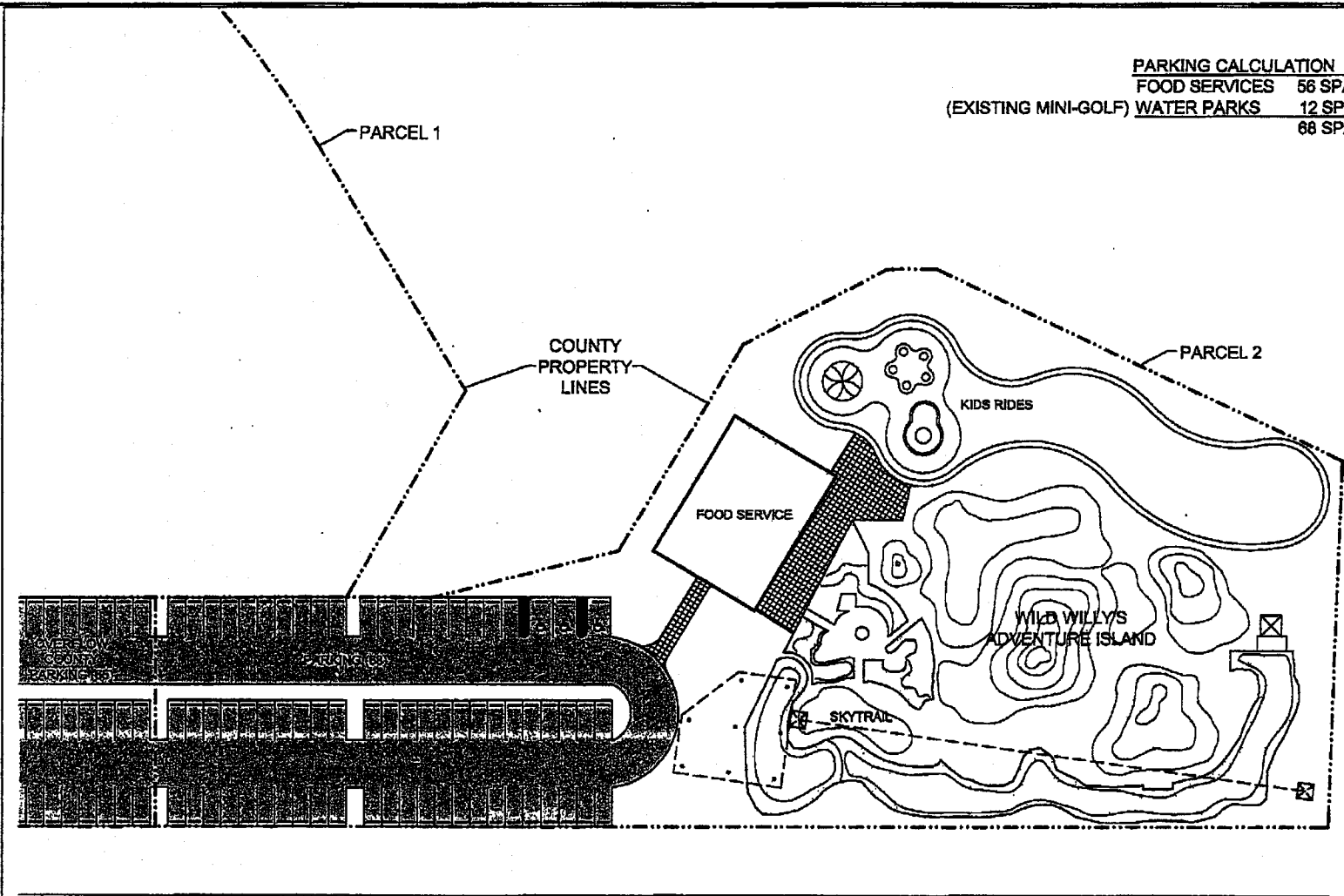
1 inch = 222 feet



MAP PROJECTION:
 Lambert Conformal Conic Projection
 (Reference: Florida State Plane
 NAD 1983, NAD 1983)

PUBLIC RECORD:
 This map was created by Citrus County GIS
 and is in the public domain per
 to Chapter 118, Florida Statutes.

DISCLAIMER:
 Citrus County is not responsible for
 any liability for errors or omissions in
 this map, information or data.



PARKING CALCULATION

FOOD SERVICES	56 SPACES
(EXISTING MINI-GOLF) WATER PARKS	12 SPACES
	68 SPACES

SITE PLAN - PARCEL 2 - WILD WILLY'S ADVENTURE ISLAND

SCALE: 1" = 50'-0"

DA	
DOUGHERTY ARCHITECTURE + DESIGN, PA	4100 Legendary Drive Suite 220, Destin, FL 32541 Telephone : 850.650.6861 Telefax : 850.650.6862
SUBMITTAL FOR RFP - BCC 08-12	FLORIDA OKALOOSA
DWG. TITLE PROPOSED SITE PLAN FOR PARCEL 2 WILD WILLY'S ADVENTURE ISLAND	Joseph E. Dougherty, AIA ARCHITECT
ARCH : JPD DR BY : MD CK BY : JPD	DATE : 3 MAY '12 DWG. : PROJ. :

STATEMENT OF PROPOSAL FOR
DEVELOPMENT & MANAGEMENT OF COUNTY
OWNED PROPERTY LOCATED ON
OKALOOSA ISLAND

WILD WILLY'S

ADVENTURE

ISLAND

PROPOSAL FOR RFP #: BCC 09-12

THE INTENT OF THIS SUBMITTAL IS TO OBTAIN APPROVAL FOR OPERATING A REVENUE
GENERATING RECREATIONAL ATTRACTION ON OKALOOSA ISLAND

UNDERSTANDING OF THE PROPOSED USE OF LAND AND LIMITATIONS

COMPANY DESCRIPTION

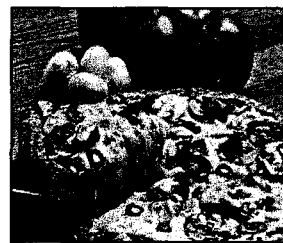
Dominion Capital, LLC, ("Dominion") a Florida based limited liability company, proposes to establish a high quality, revenue generating enterprise on Okaloosa Island Property # 2 (2.8 acres), in the form of a family oriented, mixed-use, activity and entertainment center. The company feels confident that its proposed business plan described in this document are allowable under Okaloosa County's Land Development Regulations governing the proposed site and are consistent with the provisions of the Okaloosa Island Park Dedication. The property currently has a zoning that allows for projects that are targeted towards recreation and amusement. In line with these guidelines, Dominion's proposed family activity center is intended to serve not only as an attraction for the year round visitors to Okaloosa Island and the nearby city of Destin, but for all the residents of Okaloosa County as well.

THE TYPE OF PRODUCT PROPOSED

THE CONCEPT

The family activity and entertainment center being proposed is based on what Dominion calls the "Wild Willy's Adventure Island" concept. This concept is based upon a proven model found in many resort-oriented communities and family based adventure destination markets, particularly those located near water. It combines those elements upon which daily family activity is based: "hot eats" and "cool treats," with outdoor activities family members of any age can enjoy. Activities range from zip lines and rope courses – which have exploded in popularity – with more traditional activities, such as rock wall climbing, and miniature golf, - with novelty activities - such as a Hamster Ball Pool and Euro Trampolines. None of these activities are currently available to the beach community of Okaloosa Island, and Dominion proposes to make a panoply of these activities available in one destination location.

Hot Eats: (Menu Available Upon Request) Wild Willy's Adventure Island will offer a true resort family experience, which includes a full service dine-in and pizza delivery restaurant, that can also be operated independently of the activity center in order to serve Okaloosa Island's year-round residents. *Salvati's Pizza Factory™* features a full menu, with everything from hand tossed, brick oven cooked pizza with authentic Italian pizza sauce made fresh daily, to calzones and strombolies, to wings and subs – to start. *Salvati's Pizza Factory* will also offer juice and soda for children, and beer and wine for adults. Considering that the average American family eats pizza at least once during any five day stay at a beach community, and given the lack of any other quality family pizza options that offer both dine-in and delivery on Okaloosa Island, the opportunity for revenue generation solely from the restaurant portion of the project is tremendous.

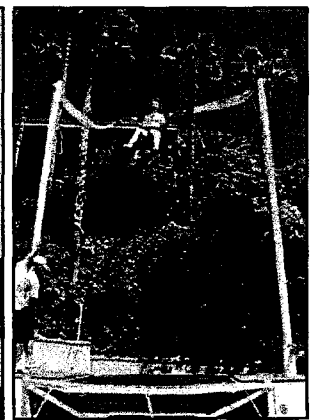
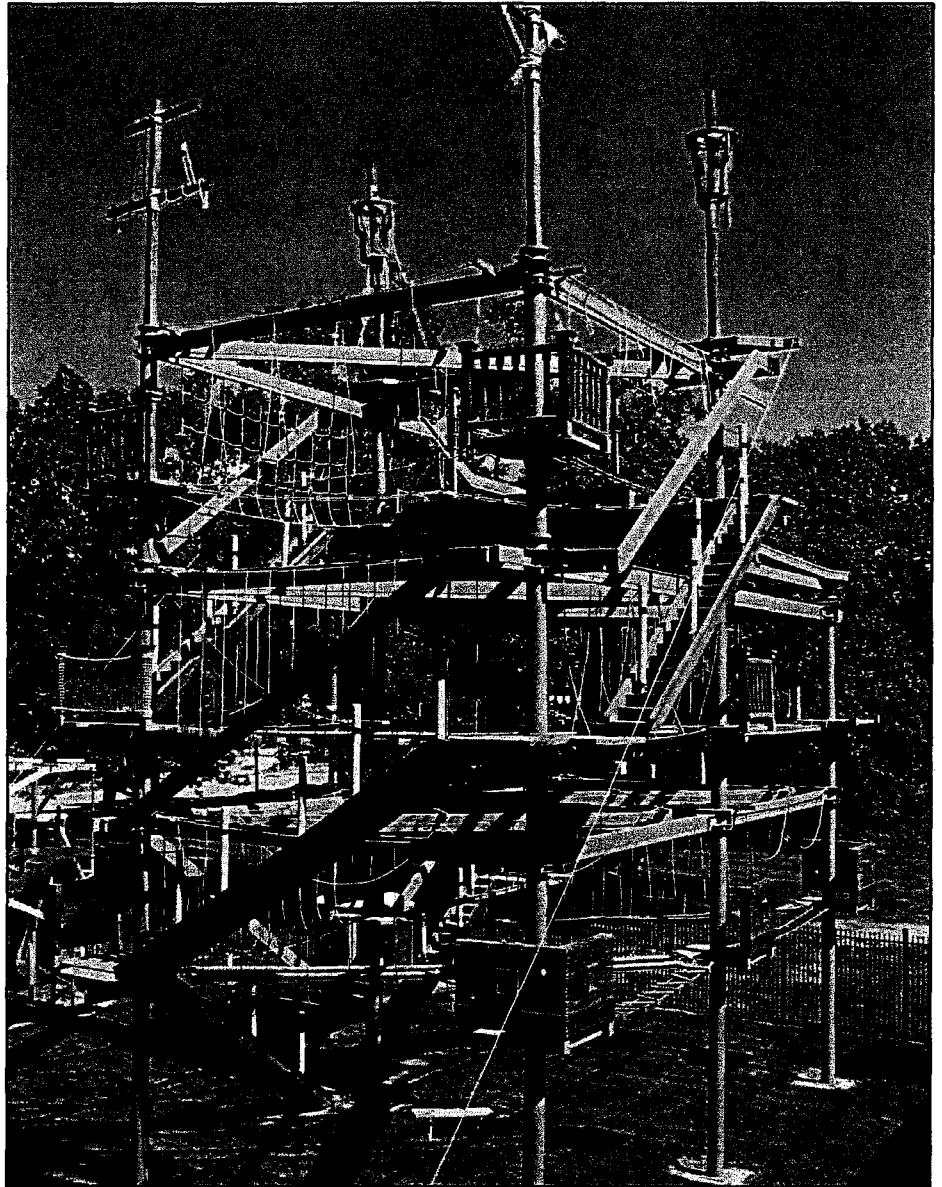


Cool Treats: Still hungry? For dessert, kids and parents can enjoy healthy yogurt from *Moogurts™* brand yogurt. Soft serve with available fresh fruit and candy, *Moogurts* offers the best and creamiest in yogurt delights. Even if the average family eats pizza only once during a five day stay, frozen yogurt is the kind of experience that can bring out any family multiple times, even during a short stay.

Food and drink, of course, is only the tip of the Wild Willy's Adventure Island experience, which can encompass as little as a post-dinner dessert stop at Moogurts, or an all-day or all-evening excursion to the activity center. Open aired, full of flavor and filled with a wide range of activities, Wild Willy's Adventure Island is designed to provide activities for anyone of any age.

Zip Line_Rope Course & Other Activities: (See Addendum A: Rendering) Soaring over 40 feet in the air, the flagship of Wild Willy's Adventure Island is, literally and figuratively, its state of the art pirate themed *Sky Trail*. Completely safe, and accessible to virtually any age, families can experience what it would be like to live in the jungle and to climb from tree to tree, or to climb aboard the crow's nest of a pirate ship and man the sails. If that doesn't afford enough adventure, the truly adventurous can race down a nearly 300 foot *Zip Line* over a lagoon with a pirate shooting at them with a simulated cannon, complete with audio from the pirate, a blast of smoke from the cannon, and bursts of water in the lagoon to add authenticity to this adrenaline-inducing experience.

Adding to the fun, Wild Willy's Adventure Island will also feature a *Hamster Ball Pool*, a 30 foot *Rock Wall* and *Euro Trampoline* that even the youngest of children can enjoy.



Miniature Golf: If families are looking for friendly competition or a way to relax together, or both, they can play on either of two refurbished eighteen-hole miniature golf courses, with added features and animatronics to liven up the experience.

Wild Willy's Adventure Island is truly intended to be a destination location for families, be they tourists or locals, out for the day...or night.



THE COMPETITION

Currently there is no development on Okaloosa Island which offers families even a portion of what Wild Willy's Adventure Island intends to offer in one, compact location. The nearest attractions that bear any similarity to those being proposed with Wild Willy's Adventure Island are located in Destin - which for Okaloosa Island means potential revenue flows off the island. With thousands of families visiting the Island each year looking for convenience and relaxation, Wild Willy's Adventure Island is the ideal amenity to attract, and more importantly, to keep revenue on the island.

The Track and Big Kahunas unquestionably attract many visitors who come to Okaloosa Island each year, but located as they are in Destin, are an inconvenience to Okaloosa Island tourists and its residents, as well as those of Fort Walton and Navarre. Both amenities offer miniature golf, but do not offer a rope course or zip line, much less a themed one, making the Wild Willy's concept unique over a wide geographic radius.

Baytown Warf, located even further East in Miramar Beach, also attracts many patrons each year. However, it too is an inconvenience for visitors to the Island to get to. Furthermore, Baytowne Wharf does not offer miniature golf.

Of course, as mentioned earlier, there are no other quality family pizza options on Okaloosa Island that offer both dine in and delivery. The symbiotic relationship that is expected to exist between *Salvati's Pizza Factory* and the family oriented activities Wild Willy's plans to offer is unmatched on the island.

THE TIMELINE

If selected, Dominion intends to break ground for Wild Willy's Adventure Island by September 2012, and for all of its parts to be fully operational by early spring 2013.

THE OPPORTUNITY (See Addendum B: Site Plan)

Dominion plans to invest approximately \$1.5 million dollars in the overall development and construction of Wild Willy's Adventure Island. This includes demolition of the facility currently located on the site. Construction of a new, 3,000 square foot facility to house *Salvati's Pizza Factory*, a 600 square foot detached facility to be constructed for *Moogurts*, as well as additional kiosks.

A large part of the investment is to be earmarked for the construction and development of the state-of-the-art *Sky Trail* and *Zip Line*. Substantial improvements to the miniature golf courses along with the addition of animatronics and special effects are also intended to be part of the project.

The budget also includes funding for improvement of the existing parking lot and landscaping in order to make the parcel more attractive to the public.

Future Plans for growth include; enlarging the restaurant, purchasing additional attractions such as kids rides and a play area for toddlers, adding various kiosks selling food products and retail, and building an amphitheater for outdoor movies and concerts.

Lastly, not only will the investment Dominion is committing to, create jobs and local revenue, but the ongoing operations of such an attraction will provide a much needed amenity to the Island and generate ongoing economic growth, simply by keeping revenue on the island.

PROPOSED REVENUE GENERATED

FINANCIAL COMMITMENTS (See Addendum C: Commitment Letter)

Given the capital investment required, Dominion's business plan requires a 30 year lease. Dominion would like Okaloosa County to consider one (ten year) term with two (ten year) options. The company is prepared to offer \$65,000 a year with 3.5% percent escalators every 5 years.

Working in conjunction with the Gulf Coast Marine Life Center, Dominion is committed to donating to a percentage of it profits to AquaGreen Inc.

Indirectly, Okaloosa County is expected to benefit from business personal property taxes, sales tax on revenue, and payroll taxes from the project's employment. Wild Willy's Adventure Island plans to hire three full time general managers, up to fifteen full-time staff and as many as an additional thirty part-time staff. All staff will be hired locally so that every payroll dollar earned eventually goes back into the community.

Furthermore, Dominion will work closely with local employment agencies such as Horizons of Okaloosa County to insure those with a disability in our community develop a path to capability and have a chance to work, learn, and achieve personal goals.

PROJECT HANDLED OF SIMILAR NATURE & MANAGEMENT STAFF

REAL ESTATE DEVELOPMENT (See Addendum D: Executive Summary)

Bruce F. Morriss is a resident of Miramar Beach, although he practices law for Morriss & Shim, LLC, a general practice law firm based in Atlanta, Georgia. Bruce has 22 years of experience as a trial lawyer in Atlanta, and additionally has experience along the Gulf coast and elsewhere in building and development, as well as condominium ownership and property management.

BUSINESS DEVELOPMENT & OPERATIONS (See Addendum D: Executive Summary)

Over the past decade Blake Rogers and Paul Barcus have acquired and operated a number of national franchise concepts. They currently own and operate three full service pizza concepts in Atlanta, Georgia featuring brick oven cooked pizza with dough and sauce made fresh daily. Among other Italian menu items the concepts feature a full bar and weekly entertainment. Blake and Paul also own and operate four ice cream concepts. Three of them are located in high traffic Atlanta, Georgia markets and the fourth is located in the Destin Commons.

Aside from building several of these locations from the ground up, the majority of these concepts were acquired by Blake and Paul as distressed businesses. Blake and Paul specialize in recognizing potential where others have fallen short. Over the years, they have developed a comprehensive strategy of policies and procedures that they have implemented successfully on multiple occasions to revive businesses in the service industry. In many cases, they have doubled or tripled revenue of their concepts, creating positive growth year after year. Their infrastructure has allowed them to expand to multiple locations employing over 120 employees system wide, including seven general managers and two district managers.

MANAGEMENT PLAN (See Addendum E: Management Plan)

After years of operational experience in the service industry, Dominion is prepared with a comprehensive manage plan. This plan has proven successful for application.

COMPANY POLICY (See Addendum F: Employee Handbook)

It is important for a company to have clear guidelines for its employees to follow in order to maintain a positive customer experience as well as a safe work environment. Dominion is prepared with an employee handbook to implement to its staff.

ABILITY TO FINANCE PROJECT

FINANCIAL STRENGTH *(Financials Available Upon Request)*

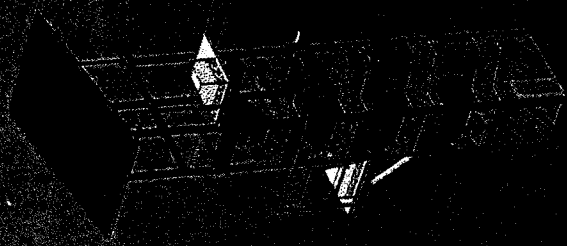
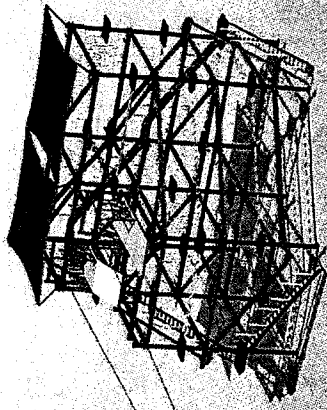
Dominion and its members are committed to funding the project through means of the member's ability to secure a small business loan and cash.

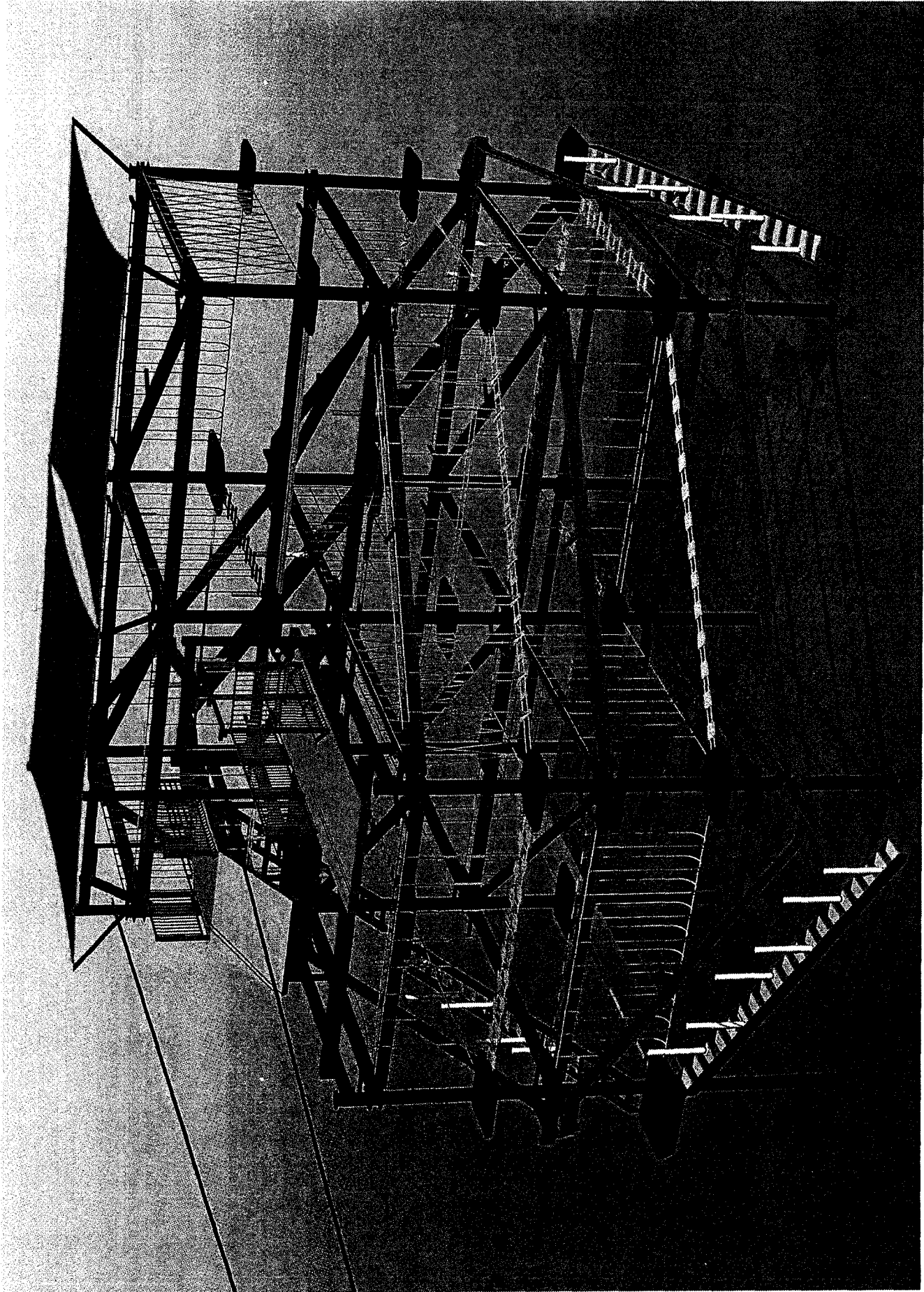
REFERENCES

BANK AND TRADE *(See Addendum G: References)*

Dominion and its principals have an unblemished track record with all of its trade partners. Dominion has never defaulted on any lease, vendor payment, or bank account.

(ADDENDUM A: RENDERING)





(ADDENDUM B: SITE PLAN)

PARCEL 1

COUNTY
PROPERTY
LINES

FOOD SERVICE

OVERFLOW
COUNTY
PARKING (65)

PARKING (68)

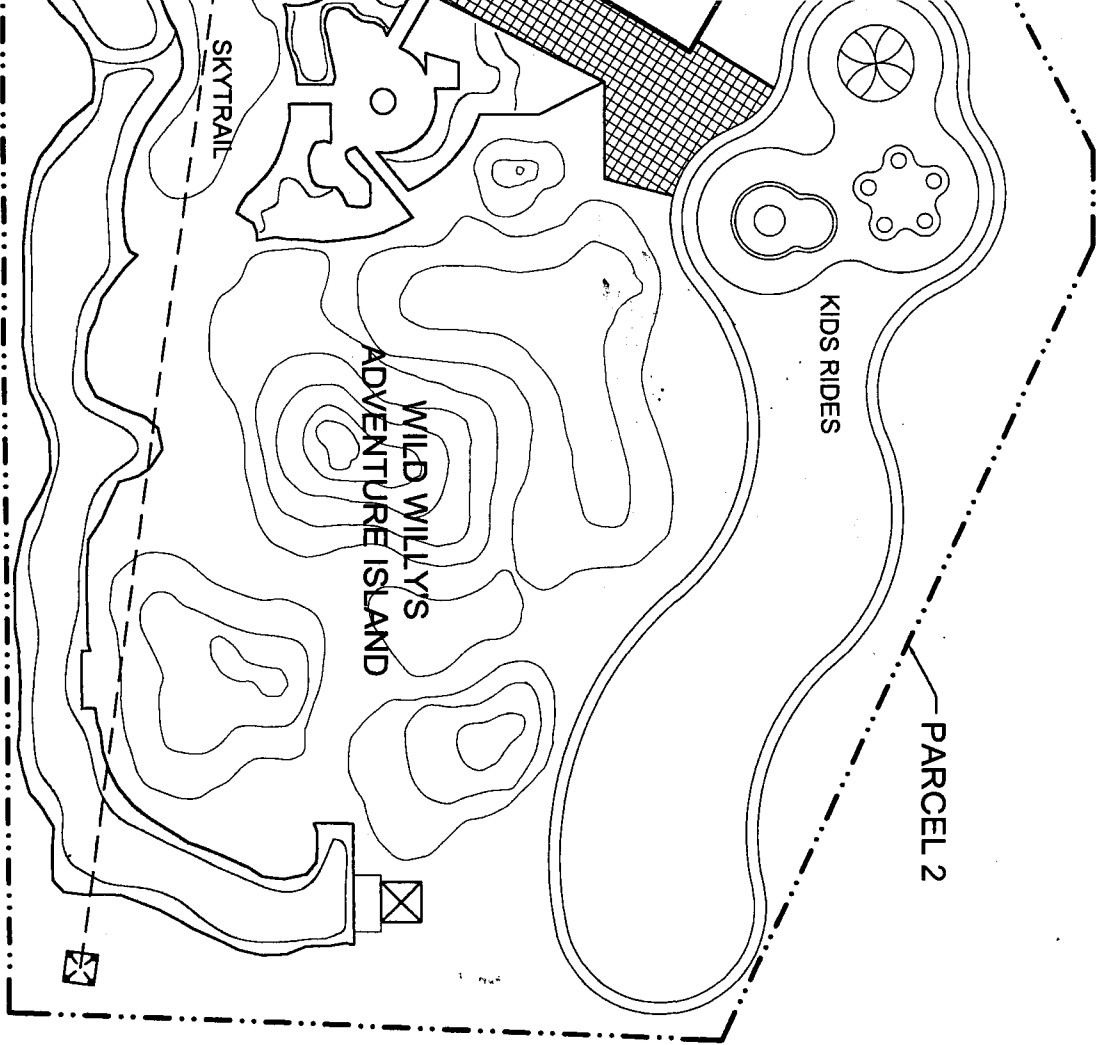


EMER

SITE PLAN - PARCEL 2 - WILD WILLY'S ADVENTURE ISLAND

SCALE: 1" = 50'-0"

PARKING CALCULATION
FOOD SERVICES 56 SPACES
(EXISTING MINI-GOLF) WATER PARKS 12 SPACES
68 SPACES



ALD COAST PKWY (HWY 98 - WEST BOUND)

AND

ARCH : JPD
 DR BY : MD
 CK BY : JPD
 DATE : 3 MAY '12
 DWG. :
 PROJ. :

DWG. TITLE
**PROPOSED SITE PLAN
 FOR PARCEL 2
 WILD WILLY'S
 ADVENTURE ISLAND**

**SUBMITTAL FOR
 RFP - BCC 09-12**
 OKALOOSA FLORIDA
 Joseph P Dougherty, AIA
 AR.0014812

**DOUGHERTY ARCHITECTURE
 + Design, PA**
 4100 Legendary Drive Suite 220,
 Destin, FL 32541
 Telephone : 850.650.5881
 Telefax : 850.650.5882



(ADDENDUM C: COMMITMENT LETTER)

Dominion Capital LLC
755 Grand Blvd B105-214
Miramar Beach, FL 32550

COMMITMENT LETTER

AquaGreen Inc.
1320 Miracle Strip Parkway Suite 4
Okaloosa Island, FL 32548

***Re: Commitment Letter of Donation for AquaGreen Inc.'s Gulf Coast Marine Life Center,
Okaloosa Island, Florida***

Dear Sir or Madam:

Our company would be pleased to be involved in the development of the Gulf Coast Marine Life Center (MLC) on Okaloosa Island, Florida. We are excited to participate in such a forward-looking project that truly takes into account the future of this region and the green aquaculture industry.

Since our Companies want to acknowledge its participation in the aquaculture industry in Northwest Florida, we would be pleased to provide our financial support for the MLC initial land lease and 30 acre parcel maintenance commitment to enable the project to move forward.

Based upon our company's offerings in the area of financial support via donations, we believe that your needs for the MLC will include the following:

- 1) Support the costs to maintain the 30 acre parcel on which the MLC will be developed.

In support of the MLC, our company shall supply the support outlined above.

The financial support that we are offering has an approximate market value of \$36,000.00 annually.

The contact for our company's donation to the MLC project will be Blake Rogers, who can be reached by telephone at (850) 270-1606 and by email at dominioncapitalllc@gmail.com.

We understand that our donation promised in this Commitment Letter will be relied upon by AquaGreen Inc., a 501(c)3 non-profit organization, in order to move forward with future funding, grants, and other donations for the MLC. Once such donation is made, we understand that it becomes the property of AquaGreen Inc. AquaGreen Inc. does reserve the right to decline a donation.

We look forward to working with you on the MLC project.



Signature:

Title: MANAGING MEMBER

Date: 5/4/12

(ADDENDUM D: EXECUTIVE SUMMMARY)

WILD WILLY'S ADVENTURE ISLAND EXECUTIVE SUMMARY

This partnership is a dynamic partnership, consisting of individuals from similar backgrounds coming together to capitalize on its strategy by focusing on acquiring distressed assets in the restaurant and service industry. By implementing a proven track record of infrastructure and operational policies, the partnership is able to significantly increase revenue and customer experience at all the concepts it has acquired over the past decade.



Blake Rogers is one of the founding members of the partnership. He has had a background in finance and restaurant ownership/operations for the past six years. He is responsible for overall direction and operations of the partnership. He is also responsible for searching out potential assets and working with Paul Barcus to acquire these assets. He creates and implements comprehensive policies and budgets to ensure the assets are operating to standard and generating the appropriate revenue and profit margins.



Paul Barcus is also one of the founding members of the partnership. For the past nine years, he has been involved in the ownership/operations in the restaurant industry, specializing in redirecting failing businesses. Along, with Blake, he helps facilitate the overall direction of the partnership. He provides stable management experience and financial support to ensure that the businesses succeed. As well as being in the restaurant industry, he is involved with real estate development. Over the past ten years, he has been involved of various projects in the Florida panhandle.



Bruce Morriss is the newest member to the partnership. Over the past twenty two years he has been practicing in the areas of civil and criminal trial law, having tried well over two hundred cases to a jury, and is a trained arbitrator and mediator. Bruce has also been involved in real east development along the Gulf coast, among other areas. Additionally, Bruce has experience in condominium ownership and property management.

(ADDENDUM E: MANAGEMENT PLAN)

WILD WILLY'S ADVENTURE ISLAND MANAGEMENT PLAN

Purpose

This Management Plan is developed and effective as of January, 1 2012 for Wild Willy's Adventure Island, Okaloosa Island, Florida.

Concept and Legal Organization

Dominion Capital LLC DBA Wild Willy's Adventure Island's mission is to create positive, quality memories for all who visit us.

Company Principals

- A. Blake Rogers has had a background in restaurant ownership/operations since his college graduation in 2007 with a Bachelor Degree in Finance. He partnered with Paul Barcus and purchased his first Cold Stone Creamery in 2007. After successfully operating one location, Blake and Paul decided to purchase an additional two locations. Over the past four years, in an effort to diversify, Blake and Paul purchased three Johnny's New York Style Pizza franchise locations and continue to grow.
- B. Paul Barcus has had a background in the restaurant industry since 2003 when he opened his first Cold Stone Creamery in Destin Florida. While operating the Cold Stone, he was involved in a number of other projects in varying industries. After five consistently successful years with his Cold Stone Creamery in Destin, Paul decided to grow his operations. In 2007 he partnered with Blake Rogers and opened a Cold Stone Creamery franchise in Douglasville Georgia. The two went on to successfully open two additional Cold Stone Creamery franchise locations and three Johnny's New York Style Pizza franchise location in the Atlanta Georgia area.
- C. Bruce Morriss is a practicing attorney for Morriss & Shim, LLC, a general practice law firm based in Atlanta, Georgia. Bruce has 22 years of experience as a trial lawyer in Atlanta, and additionally has experience along the Gulf coast and elsewhere in building development, as well as condominium ownership and property management.

Principal's Qualifications

- A. Blake Rogers has a unique ability to operate a business by successfully increasing revenue and controlling costs. His financial knowledge aides in understanding the dynamics of the restaurant business model. Along with this, his willingness to work as much as it takes to ensure all the controls are aligned, make it possible to run a profitable a business.

WILD WILLY'S ADVENTURE ISLAND MANAGEMENT PLAN

- B. Paul Barcus has almost a decade of experience in the understanding of business development and operations. He knows what is required to operate a legitimate business as required by Federal, State and Local governments. As well as maintain ethical standards creating a positive work environment.
- C. Bruce Morriss has had over two decades of experience practicing law and real estate development. He is familiar with market trends and understands how to development a business to the standard of the law.

Owner's Responsibility

- A. The owner's role is to develop and provide over-sight of all policies, procedures and regulations pertaining to the operations of Wild Willy's Adventure Island of Okaloosa Island. All policies, procedures, and regulations shall adhere to the appropriate Federal, State and local laws.
- B. Owners shall clearly communicate to management what is to be expected in the first ninety days of their compliance period.
- C. Owners shall be responsible for signing the annual permits and licenses required by local and state government or for assigning the responsibility to its designee.
- D. Owners shall be responsible for notifying the State Agency of any impending changes of ownership.
- E. Owners have ultimate responsibility of compliance with all regulations outlined in the IRS Code.
- F. Owners will maintain involvement in the operations of the Wild Willy's Adventure Island of Okaloosa Island and be available to deal with customer disputes/grievances unable to be settled at the management level.

Management Team Responsibility

- A. The current senior management will include Paul Barcus and Blake Rogers.
- B. Management is responsible for the day-to-day operations of the Wild Willy's Adventure Island at Okaloosa Island and will keep the Owners informed of relevant issues pertaining to the restaurant.
- C. Management implements the company's policies and procedures in compliance with Federal, State and local statutes.

WILD WILLY'S ADVENTURE ISLAND MANAGEMENT PLAN

- D. Management handles the records and files for compliance, maintenance, and food preparation operations for the restaurant and attractions.
- E. Management will hire and supervise all employees and sub-contractors associated with Wild Willy's Adventure Island, including assistant managers, crew members, maintenance, lawn care, etc.
- F. All marketing efforts are handled through management.
- G. Management ensures compliance with the terms and conditions outlined in the State and Local health code, environmental code, and building code.
- H. Management is responsible to the State Agency for ensuring the property and its records are ready for site visit.
- I. Management is responsible for ensuring payroll is completed and distributed by the specified due date.
- J. Management is responsible for any and all tax filings.
- K. Management is responsible for verification of employment.
- 1. The following documents shall be used as a reference tool:
 - a. Copy of a valid United States Drivers License
 - b. Copy of a valid Social Security Card
 - c. Copy of a valid United States Work Visa

Management Training

- A. Paul Barcus and Blake Rogers will attend the Sky Trail© Training Program.
- B. ServSafe© certification will also be required for all managers and assistant managers.

(ADDENDUM F: EMPLOYEE HANDBOOK)

WILD WILLY'S

ADVENTURE

ISLAND

Employee Handbook

Welcome Letter

Wild Willy's Adventure Island

Welcome To Our Team!!

We welcome you to **Wild Willy's Adventure Island**. We look forward to the opportunity to work with you and want you to know that we recognize our employees as our most valuable resource. Our continued success in providing the highest quality of food, beverages, service and family fun to our customers depends on having quality people like yourself and your fellow employees. We want you to enjoy your time here and are committed to helping you succeed in your new job.

We have prepared this handbook to answer some of the questions that you may have concerning **Wild Willy's Adventure Island** and its policies. This handbook is intended solely as a guide. Read it thoroughly. If you have questions about anything, contact me or the shift supervisor for assistance.

We hope you find your time with us to be an enjoyable and rewarding experience.

Once again, welcome to **Wild Willy's Adventure Island!**

Sincerely,

Blake Rogers
Managing Member

Table of Contents

OUR MISSION	3
OUR BUSINESS PHILOSOPHY	3
ABOUT OUR HANDBOOK.....	4
EMPLOYMENT POLICES.....	5
Hiring	5
Orientation Period.....	6
Training	6
Evaluations	6
Overtime	7
Standards of Conduct	8
Harassment.....	10
Absences	12
Tardiness.....	13
Resignations	14
Payment Procedures.....	14
Benefits	16
RESTAURANT POLICES AND PRACTICES.....	18
Customer Service	18
Management/Employee Relations	19
Safety.....	21
Sanitation.....	23
Dress Code	24
Accidents and Emergency Situations.....	25
Alcohol Serving Policy	25
Solicitation	26
HANDBOOK RECEIPT	28

Our Mission

Wild Willy's Adventure Island's mission is to enrich the lives of our guests, our employees and Owners. We do this through superior quality food and beverages and fun, legendary customer service, sales growth, cost controls and treating our employees like family. We believe that our employees are our most important resource and our success depends upon creating and retaining a staff capable of delivering an exceptional dining experience to every customer, every time.

Our Way of Doing Business

Wild Willy's Adventure Island's success depends on our people. Our business can only prosper and provide opportunities for employment and growth when we continually improve ourselves, and the work we do. We recognize however, that success is not measured by sales; guest counts, and numbers alone. We are measured as much by the way in which we achieve our goals, as we are by the actual achievements themselves. We believe that a commitment to uncompromising values and integrity should always guide our decisions and actions as we pursue our goals. Following are the core values that form the foundation of our measurement of success:

We believe in providing first rate service. Our goal is to provide the kind of unique and genuine sort of personal care and attention that our customers tell stories about.

We believe that good enough isn't. We never stop trying to do it better, no matter how good we are. We constantly strive to "raise the bar."

We believe in honesty and trust. We work to build trust with others in each and every transaction and interaction. We recognize that honesty and trust form the bond that holds organizations and relationships together.

We believe in the ongoing training and development of our people. We see it as a worthy investment in the future of the restaurant and as a way of enabling our people to achieve their potential in whatever they do.

We believe in doing business in a professional and orderly manner. We take great pride in having good systems, standardized procedures and being organized.

We believe our continued success depends on teamwork. We know that great achievements are only possible from helping and respecting each other.

We believe in being responsible to others and to ourselves. We do what we say we are going to do when we say we are going to do it. We believe in personal accountability and avoid blaming others when things don't turn out as planned.

About this Handbook



This handbook is designed to help you get familiarized with Wild Willy's Adventure Island. We want you to understand how we do business and how important you and every employee is in helping us take care of our guests and making this a fun and rewarding place to work.

This handbook is not a contract, which guarantees your employment for any specific time. Either you or Wild Willy's Adventure Island may terminate your employment at any time, for any reason, with or without cause or notice. Understand that no supervisor, manager, or representative of Wild Willy's Adventure Island, other than the Owners of Wild Willy's Adventure Island, has the authority to enter into any agreement with you for employment for any specified period or to make any such promises or commitments.

We wish you the best of luck in your position and hope that your employment with Wild Willy's Adventure Island as we expressed earlier in this handbook, will be a very enjoyable and rewarding experience.

Employment Policies

Hiring



It is Wild Willy's Adventure Island's policy to hire only United States citizens and aliens who are authorized to work in this country. As required by law, employees will be required to provide original documents that establish this authorization within three days of their date of hire. If the documents are not provided within the three day period, we have no choice, under the law, but to terminate the employee until the appropriate documents are provided. Employees and employers are both required to complete a form furnished by the Department of Labor, form I-9. In Section 1 of form I-9, the information provided by the employee must be valid and authentic. If at any time during an employee's employment, it is discovered that any document used was invalid or not authentic, the employee must, by law, be immediately terminated.

Non-Discrimination

Wild Willy's Adventure Island is an equal opportunity employer. We will not tolerate discrimination based on race, sex, age, national origin, religion, sexual orientation, or disability. Employment decisions, such as hiring, promotion, compensation, training and discipline will be made only for legitimate business reasons based upon qualifications and other nondiscriminatory factors.

Age Requirements

Employees under the age of 18 must comply with all federal wage and hour guidelines, no exceptions. The required work permits must be supplied when applicable. No employees under the age of 18 years can serve alcoholic beverages. Additionally, no employees under the age of 21 can dispense (i.e. pour) beer, wine, or liquor. Under age employees will need to find another employee of legal age to perform these duties on their behalf.

Orientation Period



You have been through our employee selection process, have been selected for employment and appear to have the potential to develop into a successful employee. However, we want the opportunity to begin the training period, get to know you, see how you fit in with your co-workers and determine if you are willing and able to carry out the responsibilities for the position in which you were hired. It's also important for you to get to know us and become familiar with how we operate. Therefore, we have a 30 day Orientation Period for that purpose referred to above. The 30 day period allows both you and the Company to see whether or not it's a good fit and if not, part company as friends. During the Orientation Period you will begin your training and be observed by management. Also, during this time if you feel you do not understand what's expected of you or that you need additional training, we encourage you to ask questions and seek additional help from our management staff.

Training



To help you be successful in your job you will receive adequate training. You will not be expected to be on your own until you are ready. You will participate in detailed training programs and receive training materials to help you perform your job the right way. Your trainers are considered our "best" and have been certified to train for that position. We spend considerable time and money educating our trainers to prepare each new employee for their job. We want you to be a knowledgeable and productive member of our staff.

No employee may operate in any activity position until undergoing the proper training.

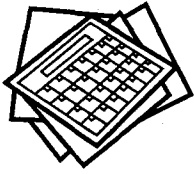
Evaluations



All employees receive written and verbal performance evaluations quarterly. The evaluation process is intended to let you know how well you're performing and help you be more effective and productive. The evaluation also gives you the opportunity to share your thoughts about your performance and future goals with the Owner.

The evaluation process is an opportunity to identify accomplishments and strengths as well as openly discuss areas and goals for any improvement. Depending on your position and performance, you may be eligible for a pay increase. Pay increases are not guaranteed. Rewards are based solely on a person's job performance and results.

Schedules



Schedules are prepared to meet the work demands of the restaurant. As the work demands change, management reserves the right to adjust working hours and shifts. Schedules are posted weekly on Wednesdays a week in advance. **If you have special scheduling requests, they must be submitted to the Store Manager by Monday morning prior to that week's schedule.** *The Store Manager needs two weeks notice if an employee is going to be unavailable to work for a full week.* Each employee is responsible for working their shifts.

You should arrive for your shift with enough time to make sure you're ready to work when your shift begins. **We suggest that you arrive 5 to 10 minutes before your shift begins so that you have time to get settled and ready for your shift.** You should clock in when your shift begins and be ready to start work immediately. Employees must enter and exit through the rear door during business hours – not the front door.

Schedule changes may be allowed only if you find a replacement and get the Store Manager's approval. The restaurant usually requires high levels of staff on or around holidays, sporting and other special events. We understand that you have a life outside of the restaurant and will always try to find a way to work with you on your schedule requests. We do, however, ask you to remember just how crucial each position is to the proper functioning of the restaurant. Please remember that even though we will try to comply with your requests, there is no assurance that you will get the requested time off.

Overtime



In accordance with Federal Minimum Wage Law, employees are paid overtime when they work more than 40 hours in one week. Hourly employees are paid at one and one-half times their basic straight time rate for all overtime hours worked. Tip credit will be factored into the hourly rate for tipped employees.

Standards of Conduct



Consistent with our Mission and values, it is important for all employees to be fully aware of the rules, which govern our conduct and behavior. In order to work together as a team and maintain an orderly, productive and positive working environment, everyone must conform to standards of reasonable conduct and policies of the Restaurant. Our most important rule is the "rule of reason". There are a few basic rules that should not be violated under any circumstances. VIOLATIONS OF ANY OF THESE BASIC RULES CAN RESULT IN IMMEDIATE TERMINATION. YOU MAY OR MAY NOT BE ALLOWED THREE WRITE UPS DEPENDING ON THE SEVERITY OF THE SITUATION.

1. Insubordination: All staff members have duties to perform, and everyone, including the supervisors, must follow directions. Staff persons are not permitted to refuse to follow the directions of their supervisors.
2. Courtesy: Courtesy is the responsibility of every employee. Everyone must be courteous, polite and friendly, both to customers and to each other. Disrespect, profanity and language or behavior that damages the image or reputation of Wild Willy's Adventure Island is not tolerated.
3. Poor performance: All employees are expected to make every effort to learn their jobs and to perform at a satisfactory level. **Every employee must complete his/her designated checklists.** Employees who fail to maintain a satisfactory level of performance are subject to termination.
4. Theft: All purses, briefcases, packages or any other containers are subject to inspection. Any employee guilty of taking money from the register, giving away food to friends or in possession of company property or equipment without authorization is subject to immediate dismissal and prosecution.
5. Fighting, Threats and Weapons: No fighting, threatening words or conduct, or possession of weapons on the premises will be tolerated.
6. Damage to Property: Deliberate or careless damage to Wild Willy's Adventure Island property will not be tolerated.
7. Sleeping: All employees must remain fully alert while on the job to enhance the safety of all personnel and to

best serve the customers. Sleeping or inattention to the job will not be tolerated.

8. Fraud, Dishonesty and False Statements: No employee or applicant should ever falsify any application, medical records, invoice, paperwork, time sheet, timecard or any other document. Such violations may be cause for immediate dismissal.
9. Unlawful Activity: Employees are not permitted to engage in any kind of unlawful activity either on the premises or while off the job. This rule includes the use of Wild Willy's Adventure Island property in violation of any state law.
10. Location cleanliness: All employees are responsible for helping to keep the restaurant clean at all times. Employees should look around and pick up what is on the floor or grounds as they walk by. Employees must keep their work areas and equipment clean as they work.
11. Parking: Employees are to park in the spaces closest to the rear of the back parking lot; the spaces closer to the building are for the customers.
12. Loitering: Employees are allowed on the premises only when on duty. Loitering on the property is not permitted. Unless an employee is on the clock, he/she should stay out of the kitchen.
13. Visitors: Employees' friends should not be hanging around the restaurant.
14. Invalid Work Authorization (I-9 form).
15. Not showing up for a shift without notifying the shift supervisor. (No call, no show, no job)
16. Clocking another employee "in" or "out" on the Restaurant timekeeping system or having another employee clock you either "in" or "out."
17. Leaving your job before the scheduled time without the permission of the shift supervisor.
18. Engaging in harassment of any kind toward another employee or customer.
19. Excessive tardiness.
20. Habitual failure to punch in or out.

21. Disclosing confidential information including policies, procedures, recipes, manuals or any propriety information to anyone outside the Restaurant.
22. Smoking or eating in unapproved areas or during unauthorized breaks.
23. Not entering and exiting the restaurant through approved entrance.
24. Failure to comply with Restaurant's personal cleanliness and grooming standards.
25. Failure to comply with Restaurant's uniform and dress requirements.
26. Unauthorized operation, repair or attempt to repair machines, tools or equipment.
27. Failure to report safety hazards, equipment defects, accidents or injuries immediately to management.

Harassment



It is this Restaurant's policy to treat all personnel with dignity and respect and make personnel decisions without regard to race, sex, age, color, national origin, religion or disability. We strive to provide everyone a workplace that is free of harassment of any kind. All forms of harassment are strictly prohibited. The term "harassment" includes, but is not limited to, slurs, jokes and other verbal, graphic or physical comments on national origin, citizenship, age or handicap. Harassment also includes sexual advances, requests for sexual favors, unwelcome or offensive comments or touching, and other verbal, graphic or physical conduct of a sexual nature. Employees are encouraged to promptly report incidences of harassment.

Sexual Harassment

All of our employees have a right to be free from sexual harassment. Wild Willy's Adventure Island does not condone actions, words, jokes or comments that a reasonable person would regard as sexually harassing or coercive.

Definition of Sexual Harassment

Sexual harassment encompasses any sexual attention, from either gender, that is unwanted and is defined as

unwelcome advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

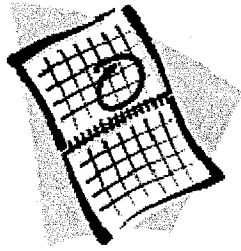
- ▶ Submission is made an express or implied term or condition of employment or status in a class, program or activity.
- ▶ Submission to or rejection of the behavior is used to make an employment or educational decision (such as hiring, promotion or grading a course).
- ▶ The conduct has the purpose or effect of unreasonably interfering with a person's work or educational performance or creates an intimidating, hostile or offensive environment for work or learning, including harassment in the workplace from an outside party, such as a vendor.

Sexual harassment may take many forms, for example:

- ▶ Physical assault.
- ▶ Direct or implied threats that submission to sexual advances will be a condition of employment, work schedule, promotion, job assignments, evaluation, wages or any other condition of employment.
- ▶ Direct propositions of a sexual nature.
- ▶ Comments of a sexual nature.
- ▶ Sexually explicit statements, questions, jokes or anecdotes.
- ▶ Unnecessary touching, patting, hugging or brushing against a person's body.
- ▶ Remarks of a sexual nature about a person's clothing, body, sexual activity or previous sexual experience.
- ▶ Employees need to be concerned not only with the intent of their actions of this kind but also the effects; while sexual harassment involves repeated, unwanted sexual attention, persons involved in isolated or inadvertent incidents demonstrate insensitivity toward others. Repeated occurrences will be considered intentional violations of the policy.

Anyone who feels it necessary to discuss what may appear to be sexual harassment should report the harassment promptly to the Owner, Name. Your report will be kept as confidential as possible. A prompt and thorough investigation will be made. If a claim is substantiated, the Owner will take immediate and appropriate action, including discipline and possible termination.

Absences



All employees are expected to work on a regular, consistent basis and complete their regularly scheduled hours per week. Excessive absenteeism may result in disciplinary action, up to and including termination. Disciplinary action taken because of absenteeism will be considered on an individual basis, following a review of the employee's absentee and overall work record.

- ▶ If you are going to be late or miss work, employees are expected to call and talk to the shift supervisor as soon as possible.
- ▶ Any employee who does not call or report to work for two consecutive shifts will be considered to have voluntarily resigned employment.
- ▶ The employee must request approval prior to taking a leave of absence for purposes of vacation, personal leave, military or jury duty, or other planned absence. The time off should be requested at least two weeks before the leave is to occur.
- ▶ If the schedule for the week has already been posted, but the employee receives approval from the Owner to be absent from work, the employee must secure his/her own replacement for the shift(s).
- ▶ To return to work from an accident or medical leave, all employees must present a doctor's release.
- ▶ Any employee who fails to return to work at the expiration of a personal leave of absence will be deemed to have abandoned their job, unless the Owner is notified of a reason, satisfactory to management, for not returning to work at the end of the leave of absence.

Tardiness



Tardiness places an undue hardship on one's fellow workers. Employees must be prepared to start work promptly at the beginning of the shift. Always arrive at the Restaurant 5 to 10 minutes before your shift. Your scheduled time is the time you are expected to be on your job, not arrive at the Restaurant. If an employee is more than ten minutes late more often than three times within a month, a written warning will be issued. On the fourth time, the employee will be suspended. For additional tardiness, termination may be in order. It is the employee's responsibility to call and inform the shift supervisor that he/she will be late. It is also the employee's responsibility to cover the shift. The shift supervisor must approve the employee covering the shift to avoid overtime.

Telephone Use

The telephone is to be used for business calls. Employees should not receive telephone calls during busy times. During slower times, call should be limited to making or receiving no more than two brief (five minutes or less) calls per shift. *Employees should not have their cell phones on during their shift.*

Resignations



You are requested to give a two-week notice of your plans to leave the restaurant. A notice is important so that we have time to hire someone to take your place. Giving a two-week notice is a professional courtesy and assures that you are eligible for re-hire and will not have a "left without resignation notice" on your employment record.

Payment Procedures



Time Clock Procedures

You should arrive at the restaurant 5 to 10 minutes before you are scheduled to start work. Notify the shift supervisor that you have arrived for your shift. You may clock in within 5 minutes of the start of your shift. Tampering, altering, or falsifying time records or recording time as another employee is not allowed and may result in disciplinary action, up to and including termination.

Tip Reporting

As an employee of a Restaurant, all the tips you receive, whether in cash or included in a credit card transaction, is taxable income to you. You are required, by federal law, to report and record your actual tips for each shift.

At the end of each shift, tipped employees must disclose on the Server Check-Out form, the amount of credit card tips and total tips less any tips shared with any other employees. Your tips will be recorded and reflected in total on your paycheck stub. Endorsement of your paycheck indicates that you acknowledge that your tip information on the stub is accurate and correct.

It is the employee's responsibility to comply with IRS requirements of reporting all your tip income. While you are responsible for reporting all of your tip income, the Restaurant may be required to allocate additional tip income to any tipped employee that does not declare at least 8% of their gross sales as tip income.

We strongly encourage you to accurately report your tip income. This will reduce the chances of you being audited

by the IRS and allows you to qualify for greater social security, unemployment and worker's compensation benefits.

Payroll Checks

Paychecks are available at the Restaurant every other Friday after 4:00 PM. After payday, you may pick up your paycheck during regular hours. Please understand that it may be difficult for anyone to be available to obtain your paycheck during peak business hours.

Payroll Deductions

Your paycheck will indicate your gross earnings as well as deductions for federal and state withholding taxes and social security and Medicare taxes. Federal and state withholding taxes are authorized by you based on the information you furnished to us on form W-4. If you want an explanation of your deductions or if you wish to change them in any way please see the Owners, Name.

As per state law, the Restaurant complies with court orders in connection to garnishments from employee paychecks as directed by the proper authorities. You will be notified of any court-ordered payroll deductions.

Change of Address

We ask that you report any address changes to the Owners, Name, as soon as possible so your year end statement of income and deductions, form W-2, will be mailed to the correct address.

Lost Paychecks

Report lost paychecks to Upper Management. We will stop payment on the lost check and reissue you another check on the next payroll cycle. The reissued check will incur a deduction equal to the bank stop payment charge.

Benefits



Family and Medical Leave

An employee, who has been employed for at least 12 months and for at least 1,250 hours of service during the previous 12 months, may be granted unpaid leave for one or more of the following reasons:

- ▶ Birth of son/daughter and in order to care for such son/daughter.
- ▶ Placement of son/daughter with the employee for adoption or foster care.
- ▶ To care for a spouse, son, daughter or parent who has a serious health condition.
- ▶ A serious health condition that renders the employee incapable of performing the functions of his/her position.

A total of 12 workweeks of leave during any 12-month period may be granted under this policy. Such leave must be taken on a sustained or uninterrupted basis, except that intermittent leave may be taken for serious health care of the employee, child, spouse or parent. You must provide as much prior notice as reasonably possible.

Holidays

Due to the nature of the business you may be required to work holidays. It is currently our policy to close the Restaurant for business on the following holidays: Thanksgiving Day, Christmas Day and Easter Day

Worker's Compensation

Worker's compensation provides benefits for employees who suffer personal injury from accidents or illnesses arising out of, and in the course of, their employment with the Restaurant. An employee who is injured on the job, regardless of the severity of the injury or illness, should:

- ▶ Report the occurrence to the shift supervisor.
- ▶ The shift supervisor or Owner will need to obtain information as to exactly what happened, how the injury or illness occurred, the exact time and location, as well as any witnesses to the occurrence.
- ▶ If an employee experiences a disabling work injury, the nature of which necessitates an absence from work, the Owner will provide the employee with information concerning his or her lawful benefits.

Employee Meals

Employees receive shift meals 20% off under the following guidelines:

- Employees should not help themselves to food; meals are provided by the management;
- 20% off meals are for employees only and immediate family, not friends;
- Meals are not available for carry-out;
- Employee meals cannot be taken upon arrival. It is the responsibility of the employee to eat before coming to work;
- Employees are not to eat meals nor take breaks during busy times. Breaks may be taken only when another employee can cover the unattended station. Customer service always takes priority over employee breaks. Management must approve in advance all employee breaks;
- Failure to follow employee meal policies can lead to an employee's losing the discount privilege;

Restaurant Policies & Practices

Customer Service



Our business exists only because of customers, and in particular repeat customers who voluntarily choose to return here and spend their money on our food and beverages and activities. Without the customer we don't have a business, they are the only reason we are here. As a result, taking care of our customers is our highest priority, in fact a privilege, never an interruption. At Wild Willy's Adventure Island the customer always comes first!

Customer Complaints

Nobody enjoys being the recipient of customer complaints, but complaints are to be expected as part of being in the hospitality business. Complaints can even be viewed in a positive light if they are handled properly. Complaints can give us insights as to how to make our business better, demanding customers force us to be our best and resolving complaints satisfactorily can even increase customer loyalty IF they are handled properly.

When faced with a customer complain:

- ▶ Don't get defensive and try to explain.
- ▶ Remove the offending item immediately.
- ▶ Apologize for the problem and tell the customer you will take care of the problem.
- ▶ **Any customer comments or complaints must be relayed to the shift supervisor immediately; he/she should handle all complaints.**
- ▶ Do everything you can to let the customer know you care and that this isn't the kind of experience you want them to have at our business.

Telephone Courtesy

It is everyone's responsibility to answer the phone. Always answer the phone promptly, within two rings. Always answer in a friendly, polite manner: "Good (morning, afternoon, evening), Wild Willy's Adventure Island, may I help you?"

Respond to any questions that you are absolutely certain. If you are uncertain, ask the person if you may put them on hold for a moment and quickly refer the call to the shift supervisor. Always thank the person for calling. Always ask the caller for their name when they ask to speak to a manager or customer.

Management / Employee Relations



Wild Willy's Adventure Island is committed to providing you with the tools and positive working environment for you to do your job to the best of your ability with minimal distractions. You will be treated with respect and dignity by all of our management personnel and we will try our best to recognize and reward your hard work and accomplishments.

We recognize there may be occasions for misunderstandings and problems to come up. We want to clear up these types of situations in a fair and timely manner and in order to do this we need your help in bringing them to our attention. We want you to know that "management is never too busy to be informed of work-related problems, complaints or disputes of any employee."

If you have such a problem, you should promptly talk to your shift supervisor. They will listen in an open, objective and courteous manner. We want to understand and solve the problem. If the problem is not resolved to your satisfaction, you should take up the matter with the Owner.

Every necessary action will be taken to resolve a problem or settle a dispute in a fair and equitable manner. As we said in the "Welcome Letter," we recognize our employees as our most valuable resource and we take all employee problems and complaints very seriously. No problem is too small or insignificant and each issue will be given the utmost attention and consideration.

Meetings

Staff meetings are held on a regular basis for your benefit as well as for the Restaurant. Meetings are held to help foster an atmosphere of open communication and can include new menu offerings, upcoming promotions and events, training, policies, etc. *Such meetings are treated as a shift and attendance is mandatory.* Only Owner-approved absences will be accepted. Most meetings offer employees the opportunity to provide valuable input for feedback and provide suggestions to enhance our working environment and the operation of the Restaurant.

Teamwork

We cannot achieve our goals and provide the highest levels of service to our customers without working together as a team. Teamwork basically boils down to common courtesy and common sense. If a co-worker is overloaded and you're not, help them in any way you can. It's only a matter of time before they will return the favor. Pitch in to help a customer whether they are technically yours or not. If another employee hasn't quite caught on to something and you have, ask if you may suggest another way to do it. Genuine teamwork makes for a much more enjoyable and satisfying work experience and results in happier (and more generous) customers.

Communication

It is important for every employee to have a good sense of "what's going on" in the Restaurant. It is management's responsibility to keep everyone informed of ongoing changes and news affecting the Restaurant and our people. Such communication takes place primarily in general meetings and by posting notices and information to the "bulletin board".

Safety



Wild Willy's Adventure Island is committed to maintaining a safe workplace for all of our employees. The time to be conscious about safety is before an accident happens. Safety is everyone's responsibility and is a regular, ongoing part of everyone's job.

You will receive more specific, detailed information and training on safety issues as an ongoing part of your employment. However, here are some basic guidelines and safety rules to always keep in mind:

- ▶ No employee will be assigned to work under unsafe conditions or with unsafe tools or equipment. In the event that such a condition develops, it will be immediately reported to the supervisor who will determine and initiate corrective action.
- ▶ Employees should pay strict attention to their work. Practical joking and horseplay are not tolerated.
- ▶ Warning signs and signals, which are posted to point out dangerous conditions, are to be obeyed by all employees.
- ▶ Employees will not take shortcuts in, or over, dangerous places.
- ▶ Because of the hazard inherent in running, employees should refrain from running unless it is absolutely necessary to the performance of the duty.
- ▶ Employees must use safety equipment appropriate to the job, such as safety glasses, gloves and toe guards.
- ▶ Employees must avoid wearing loose clothing and jewelry while working.
- ▶ All accidents, regardless of the severity, personal or vehicular, are to be reported immediately to management.
- ▶ In all work situations, safeguards as required by state and federal safety regulations must be provided and followed.

Accidents: The following are some common accidents and their causes. All employees should survey the work area and work procedures frequently to eliminate these and any other unsafe conditions:

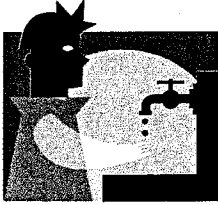
- Falls: slippery surfaces, uneven walkways, and broken or missing railings on steps or landings.
- Strains: improper lifting techniques.

- Falling or moving objects: improper storage of equipment.
- Striking dangerous objects: drawers left open and improper disposal or storage of equipment.
- Electrical shock: worn out equipment, plugs, cords or ungrounded equipment.
- Chemical injury: improper knowledge of safety procedures or not using protective equipment.

Accidents involving customers should be reported to the shift supervisor immediately. A written record of all details should be completed immediately. If possible, to avoid liability, do not administer any type of medical treatment.

- ▶ Report defective equipment or tools to a shift supervisor immediately.
- ▶ Never operate equipment unless you have been trained how to use it properly. Turn off all appliances when not in use.
- ▶ Pay special attention when using a slicer. They are very sharp and move very fast. Employees age 16 and under are not to use the slicer.
- ▶ Never try to catch a falling knife. Knives are easier to replace than fingers.
- ▶ **Don't put hot food or plates in front of small children.**
- ▶ Use proper lifting techniques. Never lift too much. If it's uncomfortable, make two trips or get some help. Remember to always bend at the knees, lift with you legs, not your back.

Sanitation



We are obsessed with sanitation and food safety! Due to the nature of the restaurant business, it is ABSOLUTELY ESSENTIAL that EVERYONE follows safe food handling procedures. This is one area of the Restaurant where there is absolutely no compromise. NEVER take shortcuts on food safety and handling. Every day we are entrusted with the health and even lives of our customers. This is a huge responsibility, one that we must never take lightly.

While you will receive additional and ongoing training on food safety issues following are some of the basic rules we ALWAYS follow and enforce:

Keep your hands washed. Always wash your hands upon arrival, after using the restroom, smoking, touching money, touching your mouth or hair, eating, sneezing or coughing. Covering one's mouth or face when coughing or sneezing and then washing hands is mandatory.

Sanitize everything. Besides clean hands, use sanitizing solution to constantly keep counters, cutting surfaces, and utensils clean. This helps to keep food handling areas and preparation tools free of bacteria.

Prevent cross-contamination. Cross-contamination occurs when raw meat comes in contact with other food that will be served without further cooking. For example, never place raw chicken on a cutting board and then cut vegetables for an uncooked product on the cutting board without first washing and sanitizing it first. The same for utensils like knives and portioning tools, always wash and sanitize them after every use.

Keep food at the proper temperatures. Potentially hazardous foods like meat, poultry, dairy and fish should always be stored below 41°. Food that is cooking or in holding should always be above 140°. Bacteria count on food grows rapidly between 41° and 140° so it's imperative that our food products spend a minimum amount of time in the "temperature danger zone".

Store food correctly. Raw meat should always be stored below cooked or prepared food. Raw poultry is always placed on the bottom shelf of the walk-in. Keep chemicals and cleaning products away from food products.

Dress Code



Approved uniforms consist of the following:

Wild Willy's Adventure Island T-shirt (full shirt, not cropped or tied above the waist);

Pants – Khaki or black shorts (no shorter than three-inches above the knee) khakis, or casual slacks or skirts are acceptable.

Shoes - Closed toed, rubber soled, tennis shoes with socks.

All apparel items should be clean, well tailored and well fitting. Extremely tight, baggy or ragged clothing is not permitted, nor are short-shorts, spandex, leggings or sports clothing. Clothing displaying obscene or profane language or signs, and badly fitting or too tight clothing is not allowed.

Uniforms should be clean and laundered after each shift. Staff members are responsible for laundering their uniforms.

Each employee will be issued one Wild Willy's shirts. Additional shirts can be purchased at cost by contacting the Owner.

Grooming

Staff should practice proper personal hygiene. Daily bathing and use of deodorants is a must. Hair should be clean. Long hair must be pulled back and tied; cooks may wear hats, if they choose. Beards and mustaches are acceptable as long as they are clean and well groomed; otherwise, a clean-shaven appearance is expected. Fingernails are particularly important and must always be clean and well maintained. Proper dental hygiene is a must.

Jewelry, cosmetics and perfumes or colognes should be tasteful and used sparingly. Earrings, bracelets and necklaces are acceptable; nose rings and other forms of body piercing are not. Loose fitting jewelry is dangerous and therefore, not permitted in the workplace. Cooks should not wear watches, rings or bracelets.



Accidents and Emergency Situations

Report all accidents, no matter how minor they seem, to the shift supervisor. In the event of an emergency, like an apparent injury or choking situation, notify the shift supervisor immediately.

Crime and Robbery

If you are ever involved in a robbery, **DO NOT RESIST**. Statistics show that people who resist are three times more likely to be injured than people who do not resist. The safety of you, your fellow employees and customers are our highest priority. Don't be a hero, always cooperate fully and do not resist!

Fire Protection

All employees must know the specific location and operation of fire protection in the Restaurant. The Restaurant is equipped with hand held CO² systems. If a fire is evident, assist guests to the nearest fire exit and out of the building immediately.



Alcohol Serving Policy

As a Restaurant that sells alcoholic beverages, we are committed to sensible, socially responsible consumption of alcohol. We help to ensure our customers' and other members of the community's safety by educating our employees on responsible service and management of alcohol. We want our customers to enjoy alcoholic beverages in moderation, but if a customer shows signs of drinking too much, the shift supervisor should be informed immediately.

Employees who serve customers, must abide by the Restaurant's policies on alcoholic beverage service:

- 1. We will not knowingly allow anyone on our staff that is under the legal drinking age to serve or dispense alcoholic beverages.**
2. We will not serve alcoholic beverages to an intoxicated person.
- 3. We will not knowingly serve a person alcoholic beverages to a person under the legal drinking age. It is our policy to card everyone.**
4. We will offer nonalcoholic alternatives such as soft drinks, coffee, juice, etc.

Proprietary & Confidential Information

It is illegal to steal, copy or communicate or transmit a former employee's confidential or proprietary information. Proprietary information is defined as "the whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the Owner has taken measures to prevent from becoming available to persons other than those selected by the Owner to have access for limited purposes". Our internal business practices, procedures and recipes are of great value to Wild Willy's Adventure Island. Employees are not to disclose any proprietary processes or recipes to any person unless directed to by Wild Willy's Adventure Island's Owner. Wild Willy's Adventure Island will institute civil action against anyone who violates this policy.

Solicitation

Employees - There should be no solicitation or distribution of literature of any kind by any employee during actual working time of the employee soliciting or the employee being solicited. Working time does not include lunch and rest breaks. Any employee who violates any part of this policy will be subject to counseling and disciplinary action up to and including dismissal.

Non-Employees - Non-employees are prohibited from soliciting and distributing literature at all times anywhere on Company property. Non-employees have no right of access to any area of the premises other than areas open to the public, and then only in conjunction with the area's public use.

HANDBOOK RECEIPT

This Employee Handbook does not constitute a contract of employment either in whole or in part. The Company, reserves the right to add, delete, or change any portion of the Employee Handbook with or without notice.

FOR THE EMPLOYEE'S INFORMATION:

Your employment status: _____ Full Time _____ Part Time

Your position title: _____

Owners: Name Phone Number: Number; Restaurant Phone: Number

I acknowledge receipt of, and have read, the Employee Handbook that outlines my benefits and obligations as an employee of **Wild Willy's Adventure Island**. I understand the Standards of Conduct and each of the rules and regulations which I am expected to follow, as well as the additional policies. I agree to abide by all of them.

All employees are expected to conform their conduct to the rules and regulations as set out in this handbook, and understand that they are at-will employees. The contents of any Employee Handbook, including this one, that may be distributed during the course of their employment shall not be construed to be a contract or in any way binding. The Company reserves the right to change, at its discretion, the contents of this handbook.

POLICY STATEMENT

This handbook is a general guide and provisions of this handbook do not constitute an employment agreement (contract) or a guarantee of continued employment. It is simply intended to outline the benefits and work requirements for all employees. It is further understood that the Company reserves the right to change the provisions in this handbook at any time. It is policy of the Company that employment and compensation of any employee is at will and can be terminated with or without cause, at any time, at the option of the employee or at the option of the Company.

Signature Receipt for Employee Handbook

Name, Owner Date
Date

Employee's Signature

(ADDENDUM G: REFERENCES)

LIST OF REFERENCES

Refer to Proposal Specification

NAME OF CUSTOMER	<u>River Wood Properties</u>
ADDRESS	<u>210 Interstate North Circle SE Atlanta, GA 30339</u>
PHONE NUMBER	<u>770-955-7676</u>
PERSON TO CONTACT	<u>Janet Zibong</u>

NAME OF CUSTOMER	<u>Sysco Atlanta</u>
ADDRESS	<u>225 Riverdale Rd College Park, GA 30349</u>
PHONE NUMBER	<u>404-765-9900</u>
PERSON TO CONTACT	<u>Heather Short</u>

NAME OF CUSTOMER	<u>City of Douglasville</u>
ADDRESS	<u>6695 Church ST Douglasville, GA 30134</u>
PHONE NUMBER	<u>770-920-3000</u>
PERSON TO CONTACT	<u>Josie Whited</u>

NAME OF CUSTOMER	<u>Bank of America</u>
ADDRESS	<u>1014 Hwy 98 E, Destin, FL 32541</u>
PHONE NUMBER	<u>850-837-3849</u>
PERSON TO CONTACT	<u>Tony Buckley</u>

NAME OF CUSTOMER	<u>First Florida Bank</u>
ADDRESS	<u>125 Main Street Destin, FL 3254</u>
PHONE NUMBER	<u>850-269-1201</u>
PERSON TO CONTACT	<u>Cleve Daniels</u>

City of Douglasville

HARVEY PERSONS
Mayor

WILLIAM D. OSBORNE
City Manager

Council Members:

MARK E. ADAMS - Ward 4
LaSHUN B. DANLEY - Ward 3, Post 1
SAMUEL DAVIS - Ward 3, Post 2
DOUGLAS H. LEQUIRE - Ward 5, Post 2
DENNIS McLAIN - Ward 2
CARL D. POPE - Ward 5, Post 1
LARRY G. YOCKEY - Ward 1



JOEL DODSON
City Attorney

JOYCE STONE
City Clerk

May 4, 2012

To Whom It May Concern:

Ref: Dominion Capital, LLC

It is with great pleasure to submit this letter of gratitude and appreciation for Dominion Capital, LLC. As early as December 2007, Dominion Capital, LLC, established their fine retail-dining establishment in the City of Douglasville. Dominion's establishment has enriched our community. We are truly blessed to have them in our beautiful city.

Dominion is a leader when it comes to the know-how of surviving in this time and age. Their motivation and professionalism is appreciated not only by the patrons who frequent their establishment, but of the staff they employ. Very comfortable and positive atmosphere.

Moreover; all fees which are due to the city, either on a monthly or on an annual basis, are paid in a timely manner. Their paperwork/statements are completed very neatly, which is greatly appreciated by our AP department.

We truly appreciate each individual involved with Dominion Capital, LLC, and come highly recommended, as they have earned their great status.

If we may be of further assistance, please don't hesitate to contact us.

Best regards,

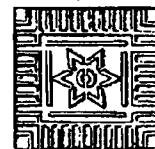
A handwritten signature in black ink that reads "Josie Whited".

Josie Whited
Accounting Technician
678-715-6046 direct line
770-920-3954 fax line



Located on O'Neal Plaza in Historic Downtown Douglasville
6695 Church Street • P.O. Box 219 • Douglasville, Georgia 30133-0219
770-920-3000 • Fax 770-920-0499
www.ci.douglasville.ga.us

A Georgia Classic



Main Street City



May 4, 2012

RE: Dominion Capital, LLC

To Whom It May Concern:

Dominion Capital has been a tenant at one of our shopping centers since October 2007. They currently lease 2 retail spaces at our location in Douglasville, Georgia. Dominion has been a good tenant during this time and never been in default of their Lease nor have they been late on any rental payment. Our company would consider them for renewal or expansion based on the history.

If you have any questions or need any additional information please feel free to contact me via email to denise@riverwoodproperties.com or via phone to 770.955.7676.

Sincerely,

A handwritten signature in black ink that reads "Denise Everhart".

Denise Everhart
Office/Accounting Manager

First Florida Bank

P.O. Box 128, Destin, Florida 32540
985 Highway 98 East, Destin, Florida 32541

May 4, 2012

Re: Paul Barcus

Dear Sir or Madam:

Please allow this letter to serve as confirmation that Mr. Paul Barcus is in good standing with First Florida Bank in regard to his commercial loans held with our Bank.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Cleve Daniels
Credit Analyst
850-269-1201

MAY, 04 2012

DOMINION CAPITAL LLC
755 GRAND BLVD B105-214
MIRAMAR BEACH, FL 32550

TO BLAKE ROGERS

Thank you for your recent request for information regarding the status of your deposit accounts at Bank of America, N.A. Our records indicate the following status on your account(s):

<u>TYPE OF ACCOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>DATE OPENED</u>
CHECKING	XXXXX 2281	09/2008

We trust that this confidential information will be of assistance to you.

Sincerely,

Bank of America

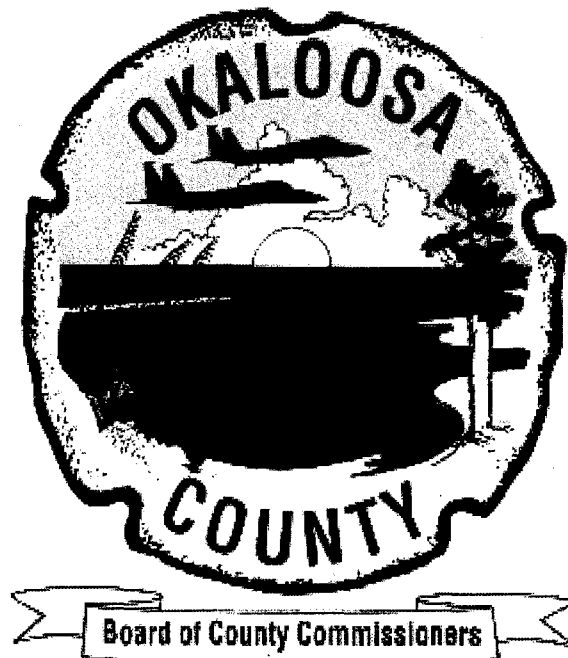
MICHAEL SHOUMAKER



Our response is commensurate with the purpose and amount of your inquiry. The information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not contain all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. If you received this response by FAX, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the message to us by mail.

REQUEST FOR PROPOSAL
SIGNED DOCUMENTS

**REQUEST FOR PROPOSALS
DEVELOPMENT & MANAGEMENT OF COUNTY
OWNED PROPERTY LOCATED ON
OKALOOSA ISLAND**



RFP #: BCC 09-12

RFP DUE: MAY 4, 2012 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS FOR OPERATING A REVENUE
GENERATING RECREATIONAL ATTRACTION ON OKALOOSA ISLAND**

SPECIAL CONDITIONS

1. **"No Contact Clause"** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received on the due date and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communications is allowed regarding the solicitation between prospective proposers/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation must be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after proposals are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposals must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing **Dominion Capital LLC**
Signature Company Name

Hereby agree to abide by the County's **"No Contact Clause"** and understand violation of this policy shall result in disqualification of my proposals/submittal.

2. **Project Description** – Work included under this contract shall include all labor, permits, and materials required for performing all work necessary to develop, build and manage a recreational facility on Okaloosa Island.
3. **Pre-Proposal Activity** – The contractor acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the work and is fully familiar with all of such conditions. In connection therewith, contractor specifically represents and warrants to Owner in this document, that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both nature and man-made, and all surface and subsurface conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete

COMPANY DATA

Physical Address & Phone #: 755 Grand Blvd B105-214
Miramar Beach, FL 32550
850-270-1606

Proposer's Company Name: Dominion Capital LLC

Physical Address: 755 Grand Blvd B105-2214
Miramar Beach, FL 32550

Contact Person (Typed-Printed): Blake Rogers

Phone #: 850-270-1606

Cell #: 678-480-3683

Federal ID or SS #: 26-2915797

Proposer's License #: Florida R262-070-84-004-0

Fax #: 888-846-4880

Emergency #'s After Hours,
Weekends & Holidays: 678-480-3683

LIST OF REFERENCES

Refer to Proposal Specification

NAME OF CUSTOMER River Wood Properties
ADDRESS 210 Interstate North Circle SE Atlanta, GA 30339
PHONE NUMBER 770-955-7676
PERSON TO CONTACT Janet Zibong

NAME OF CUSTOMER Sysco Atlanta
ADDRESS 225 Riverdale Rd College Park, GA 30349
PHONE NUMBER 404-765-9900
PERSON TO CONTACT Heather Short

NAME OF CUSTOMER City of Douglasville
ADDRESS 6695 Church ST Douglasville, GA 30134
PHONE NUMBER 770-920-3000
PERSON TO CONTACT Josie Whited

NAME OF CUSTOMER Bank of America
ADDRESS 1014 Hwy 98 E, Destin, FL 32541
PHONE NUMBER 850-837-3849
PERSON TO CONTACT Tony Buckley

NAME OF CUSTOMER First Florida Bank
ADDRESS 125 Main Street Destin, FL 3254
PHONE NUMBER 850-269-1201
PERSON TO CONTACT Cleve Daniels

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: Dominion Capital LLC

BY (PRINTED): Blake Rogers

BY (SIGNATURE): 

TITLE: Managing Member

ADDRESS: 755 Grand Blvd B105-214

Miramar Beach, FL 32550

PHONE NO. 850-270-1606

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 5/4/12

SIGNATURE: 

COMPANY: Dominion Capital LLC

NAME: Blake Rogers
(Typed or Printed)

ADDRESS: 755 Grand Blvd B105-214
Miramar Beach FL, 32550

TITLE: Managing Member

PHONE NO.: 850-270-1606

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR:

Jack Allen, Manager Purchasing Services
Okaloosa County Purchasing
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5998 (F)

CONTRACTOR'S REPRESENTATIVE:

Blake Rogers

Paul Barcus

Bruce Morriss

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Dominion Capital LLC
Proposer's Company Name

755 Grand Blvd B105-214
Miramar, Beach FL 32550
Physical Address

Same
Mailing Address

850-270-1606
Phone Number

678-480-3683
Cellular Number

5/4/12
DATE


Authorized Signature – Manual

Blake Rogers
Authorized Signature – Typed

Managing Member
Title

888-846-4880
FAX Number

After-Hours Number(s)

(REVISED: JANUARY 12, 2001)

ANTI-COLLUSION STATEMENT: The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to proposal whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

Dominion Capital LLC
Proposer's Company Name

755 Grand Blvd B105-214

Miramar Beach, FL 32550
Address

850-270-1606
Phone #

26-2915797
Federal ID # or SS #


Authorized Signature – Manual

Blake Rogers
Authorized Signature – Typed

Managing Member
Title

888-846-4880
Fax #

dominioncapitalllc@gmail.com
E-mail address