

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/04/2017

Contract/Lease Control #: L97-0208-AP
Bid #:

Contract/Lease Type: REVENUE

Award To/Lessee: WHITE & O'STEEN

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/18/1997

Expiration Date: 09/30/2036

Description of
Contract/Lease: DAP LOTS 5 & 6/BLOCK 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: ISTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/14/2003

Contract/Lease Control #: L97-0208-AP20-75

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

Award To/Lessee: WHITE & O'STEEN

Lessor: OKALOOSA COUNTY

Effective Date: 3/18/1997 \$22,040.00

Term: EXPIRES 9/30/2016

Description of Contract/Lease: DAP INCORPORATED LEASE LOTS 5 & 6/BLOCK 1. REPLACES DAP LEASES #21 & 37. END OF OPAL ONLY ONE OF THE HANGERS REMAINED STANDING. LESEES REQUESTED OF COUNTY TO COMBINE LOTS 5 & 6/BLOCK 1. BCC APPROVED 3/18/1997

*5/4 BCC APPROVED ADDING PARA 30
5/6/2008
Cui*

Department Manager: AIRPORT

Department Monitor: D. MINER

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed: _____



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: June 07, 2020

This is to certify to: that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

Tiger Air Of Alabama, Inc
585 Fairway Court
FORT WALTON BEACH, FL 32547

Policy No: 10209328

Policy Period: From June 07, 2020 to June 07, 2021

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage	\$1,000,000	\$100,000
Liability Including Passengers	Each Occurrence	Each Passenger

AIRCRAFT:

<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
1973 BEECH A36	N13ZZ

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

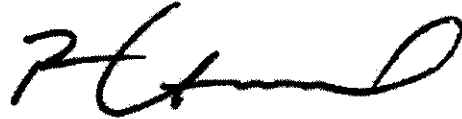
- As respects any **aircraft**:
 - Described in this certificate,
 - Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
- Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
- In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
- The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

A handwritten signature in black ink, appearing to be "R. H. ...", written over a horizontal line.



Certificate of Insurance

This is to certify to: Okaloosa County
 whose address is: 5749 A Old Bethel Road
 Crestview, FL 32536-5524

that: Tiger Air of Alabama, Inc.
 whose address is: 585 Fairway Ct.
 Fort Walton, FL 32547-1809

Is at this date insured with The ABC Program, for the Limits of Coverage stated below.

Descriptive Schedule of Coverages

Kind of Insurance	Policy Number(s)	Policy Term	Limits of Coverage
HANGAR POLICY	PPYF10890342	04/03/20 - 04/03/21	

HANGAR PHYSICAL DAMAGE	Deductible	Wind/Hail Deductible	Amount of Insurance
	\$500	EXCLUDED	\$163,000 RC

Applies to: 1000 Airport Road, Block 1 - Lot 5 & 6, Destin, FL 32541-2877

The Certificate Holder is included as a Loss Payee.

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

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

Falcon Insurance Agency, Inc.

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

By
 Melissa Meadows

Melissa Meadows

date: March 20, 2020

L97-0208-AP

CONTRACT#: L97-0208-AP
TIGER AIR OF ALABAMA, INC.
DAP LOTS 5&6/BLOCK 1
EXPIRES: 09/30/2036



Certificate of Insurance

This is to certify to: Okaloosa County
whose address is: 5749 A Old Bethel Road
Crestview, FL 32536-5524

Okaloosa County BOCC

OCT 18 2019

received by
risk Management

that: Tiger Air of Alabama, Inc.
whose address is: 585 Fairway CT
Fort Walton Beach, FL 32547-1809

is at this date insured with **The ABC Program**, for the Limits of Coverage stated below.

Descriptive Schedule of Coverages

Kind of Insurance	Policy Number(s)	Policy Term	Limits of Coverage
HANGAR POLICY	710-03-52-24-0004	04/03/19 - 04/03/20	

HANGAR PHYSICAL DAMAGE	Deductible	Wind/Hail	Amount of Insurance
	\$500	EXCLUDED	\$163,200 RC

Applies to: **Lot 2 Block 1 & 2, 1000 Airport Road, Lot 2, Destin, FL 32541-2877 Building 1**

The Certificate Holder is included as a Loss Payee.

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

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

Falcon Insurance Agency, Inc.

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

By _____
Melissa Meadows

date: October 16, 2019



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: June 07, 2019

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Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

Tiger Air Of Alabama, Inc
585 Fairway Court
FORT WALTON BEACH, FL 32547

Okaloosa County BOCC

Policy No: 10209328

Policy Period: From June 07, 2019 to June 07, 2020

OCT 18 2019

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage Liability Including Passengers	\$1,000,000 Each Occurrence	received by risk Management \$100,000 Each Passenger

AIRCRAFT:

<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
1973 BEECH A36	N13ZZ

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

1. As respects any **aircraft**:
 - a) Described in this certificate,
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT

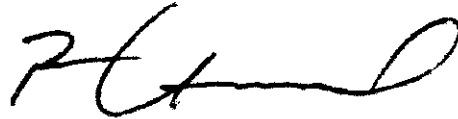
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:



Okaloosa County BOCC

OCT 18 2019

received by
Risk Management



GLOBAL AEROSPACE, INC

RECEIVED JUN 07 2018 BY: P. R. C. H.

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: June 07, 2018

This is to certify to: that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

Tiger Air Of Alabama, Inc
585 Fairway Court
FORT WALTON BEACH, FL 32547

Policy No: 10209328

Policy Period: From June 07, 2018 to June 07, 2019

COVERAGES:

Table with 3 columns: Aircraft Liability, Limits of Liability, and Amount. Includes rows for Single Limit Bodily Injury and Property Damage Liability Including Passengers.

AIRCRAFT:

Year, Make and Model of Aircraft
1973 BEECH A36

Identification No.
N13ZZ

Handwritten ID: 297-0208-AP

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

- 1. As respects any aircraft:
a) Described in this certificate,
b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
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GLOBAL AEROSPACE, INC.

BY:

A handwritten signature in black ink, appearing to be "R. C. ...", written over a horizontal line.

Peggy Blanton

From: Dave Miner
Sent: Thursday, June 7, 2018 2:23 PM
To: Peggy Blanton
Subject: RE: COI - Tiger Air of Alabama

Peggy:

Tiger Air is L97-0208-AP Block 9 Lots 3 & 4. Used to be Darryl White.

From: Peggy Blanton
Sent: Thursday, June 07, 2018 2:14 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: COI - Tiger Air of Alabama

Dave, I just received this today; however, I can't locate a lease or contract. Please review and advise. Thanks.

Peggy Blanton

Peggy Blanton
Executive Assistant II
Okaloosa County Purchasing Department
850.689.5960 Ext. 6962
pblanton@myokaloosa.com

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.

**LEASE # L97-0208-AP
WHITE & O'STEEN
DAP LOTS 5 & 6, BLOCK 1
EXPIRES: 09/30/2036**

**RENEWAL, AMENDMENT AND ASSIGNMENT OF LEASE L97-0208-AP
DARRYL WHITE AND LESLIE O'STEEN HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Renewal, First Amendment, and Assignment of Lease made and entered into this 21st day of December, 2016, hereby approves this Renewal, First Amendment, and Assignment of Lease for lease L97-0208-AP ("Lease Agreement"), dated May 12, 2008, by Darryl White and Leslie O'Steen ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on May 12, 2008, Lessee entered into a Lease Agreement, L97-0208-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of September 30, 2016 ; and

WHEREAS, Lessee now desires to renew the Lease L97-0208-AP for an additional twenty years, in accordance with Section 30 of the Lease Agreement; and

WHEREAS, Section 30(b) of the Lease requires the rent for an additional term to be established by an independent appraisal conducted by the County; and

WHEREAS, Lessee desires an Assignment of Lease from Darryl White and Leslie O'Steen to Darryl White and the Lease name will be Tiger Air of Alabama, Inc.; and

WHEREAS, Lessee and County now desires to renew the Lease agreement for an additional twenty (20) years.

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

ASSIGNMENT

In accordance with section 14 of L97-0208-AP, the County hereby consents to this assignment of interest from Leslie O'Steen to Darryl White (a copy of the assignment is attached as Exhibit A and incorporated herein), and for the Lease to be assigned into the name of Tiger Air of Alabama Inc.

Tiger Air of Alabama Inc. and Darryl White, hereby assume all responsibilities, duties, obligations, rights and privileges as set forth in L97-0208-AP and any amendments and renewals thereof.

RENEWAL & AMENDMENT

1. In accordance with section 30, L97-0208-AP is hereby renewed for an additional term of Twenty (20) years and shall take effect on October 1, 2016 and end on September 30, 2036.
2. Section 4 titled "Construction of Hangar" of L97-0208 is deleted in its entirety.

3. Section 6 titled "Ground Lease" of L97-0208, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes FOUR THOUSAND FORTY FOUR (4,044) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of SIX THOUSAND SIXTY SIX DOLLARS (\$6,066.00) plus state sales tax and County non-ad valorem taxes.

4. Section 7 titled "Escalation Clause" of L97-0208, is deleted and replaced as follows:

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

5. Section 11 titled "Care of Leased Premises" of L97-0208, is deleted and replaced as follows:

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

6. Section 13 titled "Taxes" of L97-0208, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out

of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

7. Section 19 titled "Notices" of L97-0208, is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Tiger Air of Alabama, Inc., Darryl White, 585 Fairway Court, Ft. Walton Beach, Florida 32547.

8. Section 27 "Place of Payments" of L97-0208, is hereby deleted and replaced as follows:

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

9. Section 29 titled "Legal Description" of L97-0208, is hereby deleted and replaced as follows:

Block 1 Lots 5 & 6: Commence at the Northwesterly corner of Kell Aire Estates, Plat book 4, Page 71 of the Public Records of Okaloosa County, Florida, said point being on the North Right-of-Way line of Airport Road; Thence N78°32'07"W coincident with the said North Right-of-Way 349.40 feet; Thence leaving said Right-of Way N33°58'07"W 1553.46 feet; Thence N56°01'53"E 17.26 feet to the Point of Beginning; Thence the following courses and distances: N53°56'06", 80.36 feet; N36°05'16"W, 50.33feet; S53°56'06"W, 80.34 feet; S36°03'54"E, 50.33 feet to the Point of Beginning. Containing 4044 square feet of Land More or less.

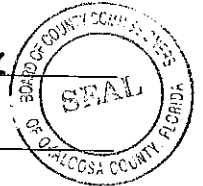
10. Section 30 titled "Renewal of Lease" of L97-0208, is hereby deleted in its entirety.

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

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

OKALOOSA COUNTY

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman
Date: 12/21/16



ATTEST:

I.D. Peacock II
I.D. Peacock II, Clerk



LESSEE

Darryl White
Tiger Air of Alabama, Inc.
Darryl White
Date: 12/1/16

ATTEST:

[Signature]
Witness

[Signature]
Witness

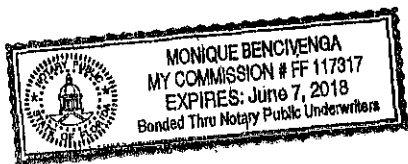
ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Ocala

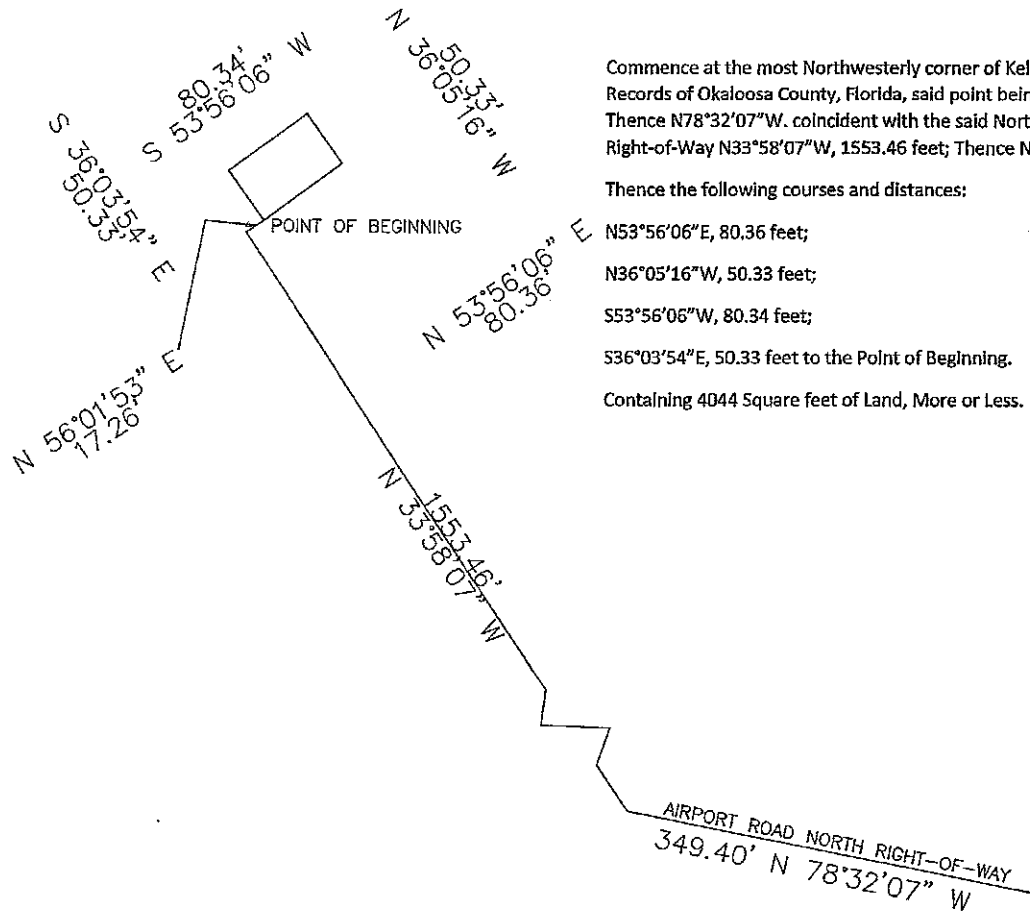
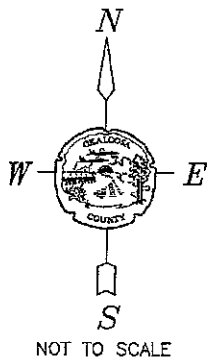
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared DARRYL WHITE who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and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

Sworn and subscribed before me this 15th day of December, 2016, AD.

Monique Bencivenga
NOTARY



My Commission Expires: _____



Legal Description for Hangar at Destin Executive Airport, Known as Block 1, Lots 5 & 6 and being more particularly described as follows:

Commence at the most Northwesterly corner of Kell Aire Estates, Plat book 4, Page 71 of the Public Records of Okaloosa County, Florida, said point being on the North Right-of-way line of Airport Road; Thence N78°32'07"W. coincident with the said North Right-of-Way 349.40 feet; Thence leaving said Right-of-Way N33°58'07"W, 1553.46 feet; Thence N56°01'53"E, 17.26 feet to the Point of Beginning;

Thence the following courses and distances:

- N53°56'06"E, 80.36 feet;
 - N36°05'16"W, 50.33 feet;
 - S53°56'06"W, 80.34 feet;
 - S36°03'54"E, 50.33 feet to the Point of Beginning.
- Containing 4044 Square feet of Land, More or Less.

POINT OF COMMENCEMENT
NORTHWESTERLY CORNER
OF KELL AIRE ESTATES,
PLAT BOOK 4, PAGE 71

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

OKALOOSA COUNTY
ENGINEERING DEPARTMENT
MATTHEW D. PICKEL
FLORIDA PROFESSIONAL SURVEYOR & MAPPER # 6125

1789 SOUTH FERDON BLVD.
CRESTVIEW, FLORIDA 32536
(850) 423-4833



LEGAL DESCRIPTION	
PROJECT LOCATION	PROJECT NUMBER
DESTIN AIRPORT	18788

The survey depicted herein was prepared in accordance with and exceeds the Minimum Technical Standards for Professional Surveyors and Mappers as defined in Chapter 54-17 of the Florida Administrative Code as set forth by the Florida Board of Professional Surveyors and Mappers pursuant to section 472.002 of the Florida Statutes.

Matthew D. Pickel
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET NO.
1

This instrument prepared by
and please return to:
WHITNEY L. SMITH
1283 N. Eglin Pkwy., Suite A
Shalimar, FL 32579

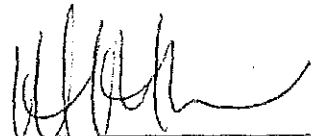
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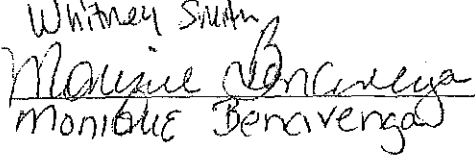
ASSIGNMENT OF LEASE

STATE OF FLORIDA
COUNTY OF OKALOOSA

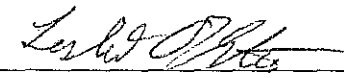
I, Leslie O'Steen, in consideration of \$10.00 and other good and valuable consideration do hereby assign all of said rights, title and interest as a Lessor in the Lease for Hangar Space between the Board of County Commissioners of Okaloosa County, Florida and Darryl White and Leslie O'Steen dated May 12, 2008.

Assignors warrant that they have good right to assign the same, that no Assignment has been made of Assignor's interest therein and that the property is clear of all encumbrances, and conform to the terms and conditions of said Agreement to lease and comply with the covenants and restrictions of record.



Whitney Smith


Monique Beravenga



Leslie O'Steen

LEASE FOR HANGAR SPACE

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

DARRYL WHITE AND LESLIE O'STEEN

This LEASE FOR HANGAR SPACE fully executed this 12th day of May, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and DARRYL WHITE AND LESLIE O'STEEN (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 1 Lot 5 & 6 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall have an expiration date of September 30, 2016.

SECTION 2: AIRCRAFT OWNERSHIP

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

L97-0208-AP20-75
LESSEE: WHITE & O'STEEN
DAP BLOCK 1/LOTS 5 & 6
EXPIRES: 9/30/2016

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: CONSTRUCTION OF HANGAR

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

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes THREE THOUSAND SIX HUNDRED SEVENTY FIVE (3,675) square feet at THIRTY SEVEN (\$.37) cents per square foot per year for a total annual cost of ONE THOUSAND FOUR HUNDRED FORTY ONE DOLLARS AND THIRTY FOUR CENTS (\$1,441.34) plus tax.

b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

The annual rent for each consecutive FIVE (5) year period of the term of this Lease shall be increased to reflect the increase in the Consumer Price Index from the date of the original execution hereof by both parties which for the purposes of this Lease is calculated by the U. S. Department of Labor and Statistics. The "CPI" shall be the revised Consumer Price Index for All Urban Consumers for all items - U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84 = 100 (CPI-U).

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter

described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Darryl White, 72 Indian Bayou Drive, Destin, FL 32541 and Dr. Leslie O'Steen, 913 Mar-Walt Drive, Ft. Walton Beach, FL 32548.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH
EGLIN AFB, FLORIDA 32542-1413

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 3,675 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

Rent for the additional term shall be established by an independent appraisal conducted by the COUNTY. If LESSEE does not agree with the rental fee established as a result of the independent appraisal, the option to renew shall be null and void and this lease shall terminate. The rent during the renewal term shall be increased annually to reflect the increase in the Consumer Price Index ("CPI"). The "CPI" shall be the revised Consumer Price Index for All Urban Consumers for all items - U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84 = 100 (CPI-U).

c. NOTICE:


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

SECTION 31: ENTIRE LEASE

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

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


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



JAMES CAMPBELL
CHAIRMAN



ATTEST:

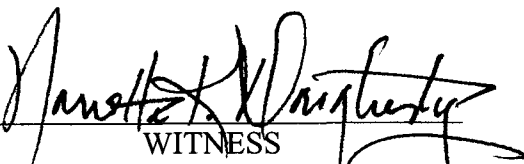


GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA





DARRYL WHITE



WITNESS





LESLIE O'STEEN



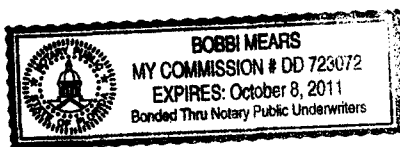
WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 20th day of March, 2008, AD.



NOTARY

My Commission expires: 10/8/11

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this ____ day of _____, 2008, AD.

NOTARY

My Commission expires: _____

L97-0208-AP20-75
LESSEE: WHITE & O'STEEN
INCORPORATED DAP LEASE
LOTS 5 & 6/BLOCK 1
EXPIRES: 9/30/2016

REC'D 2/14/03 DJ

EST NO
REASON
0/14/2003
CUMULATED
#L219-37
DJ

GROUND LEASE FOR HANGAR SPACE

REPAIR AIR TERMINAL

This GROUND LEASE FOR HANGAR SPACE, executed this 118th

day of March, 1997, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called COUNTY) and DARRYL J. WHITE AND DR. L.M. O'STEEN (hereinafter called LESSEE):

WITNESSETH:

The COUNTY hereby lets to the LESSEE and the LESSEE hereby hires and takes from the COUNTY at the Destin Airport in the County of Okaloosa, State of Florida, that certain location designated as LOTS FIVE AND SIX, BLOCK ONE as shown on Plat. No. Three dated June 1978 on file in the office of the Airports Director, which is hereby incorporated herein by reference, and which Plat is attached hereto marked Exhibit "A", and the COUNTY hereby gives to LESSEE permission to erect and maintain one (1) metal hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location.

This Ground Lease for Hangar Space is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

SECTION 1:

This Lease shall be for a term of approximately TWENTY (20) years and shall take effect on the 18th day of March, 1997, and end on the 30th day of SEPTEMBER, 2016, AD. This Lease shall supersede, terminate, and otherwise take the place of that original Hangar Lease for Lot Six Block One dated June 12, 1978 between COUNTY and Darryl J. White and Pamela P. White and that original Hangar Lease for Lot Five Block One dated June 12, 1978 between COUNTY and Dr. L.M. O'Steen, such leases for ground space at the Destin Airport.

SECTION 2:

LESSEE shall, upon written request by COUNTY, provide proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this Lease Agreement.

SECTION 3:

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

SECTION 4:

Hangar must be constructed within ONE (1) year of execution of the Lease. Failure to comply with this requirement will result in automatic termination of Lease without prior written notice by COUNTY. LESSEE shall furnish to COUNTY upon completion of hangar ONE (1) set of As-Built drawings.

SECTION 5:

a. HANGAR FEES:

LESSEE shall pay to the COUNTY for the privileges herein granted the sum of ONE THOUSAND ONE HUNDRED TWO DOLLARS AND FIFTY CENTS (\$ 1,102.50) year plus sales tax, payable annually in advance at the office of the Airports Director, Okaloosa County Air Terminal, State Road 85, Eglin AFB, Florida, 32542, the aforesaid amount being for ground lease on LOTS FIVE AND SIX BLOCK ONE, Plat No. Three dated June 1978 totaling THREE THOUSAND SIX HUNDRED SEVENTY-FIVE (3,675) square feet at THIRTY (\$ 30) cents per square foot per annum.

b. EXCALATION CLAUSE:

The annual rent for each consecutive FIVE (5) year period of the term of this Lease shall be increased to reflect the increase in the Consumer Price Index from the date of the original execution hereof by both parties which for the purposes of this Lease is calculated by the U.S. Department of Labor and Statistics.

c. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida.

SECTION 6:

The COUNTY does not assume any responsibility in providing utilities to the Leased Premises. Any utility charges and cost of installation will be paid by the LESSEE.

SECTION 7:

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

SECTION 8:

No construction, modification, or alterations of improvements are permitted without prior written approval by COUNTY.

SECTION 9:

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be promulgated by COUNTY.

SECTION 10:

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times.

SECTION 11:

LESSEE shall not perform any maintenance in the leased area except for the following: changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, washing aircraft, and replacement of plugs, the above considered minor maintenance for an individually-owned/corporate-owned aircraft. An approved Operating Policy relative to Aircraft Maintenance and Fueling of individually-owned aircraft is attached herewith and made a part of this AGREEMENT as ATTACHMENT I for better clarification and compliance procedures. Repairs and maintenance of aircraft not individually-owned by LESSEE is strictly prohibited in the leased area. LESSEE shall park ground transportation in IT's leased area only and in a manner so as not to compromise maneuvering of aircraft and safety of others.

SECTION 12:

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

SECTION 13:

After the initial construction and financing of said hangar, all subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of TWENTY-FIVE (\$25.00) dollars to cover administrative costs. Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this Lease or any portion of the Lease at any given time without prior written consent of COUNTY.

SECTION 14:

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

SECTION 15:

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

SECTION 16: INSURANCE

a. **LIABILITY:** LESSEE agrees that LESSEE shall, during the entire term or any extension of this Lease, keep in full force and effect a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant. The policy or policies shall name the COUNTY as an Additional Insured. The policy or policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY THIRTY (30) days prior written notice. LESSEE shall furnish a Certificate of Insurance to the COUNTY as evidence of aircraft liability and public liability prior to occupying the premises. On request, the LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

b. **PROPERTY:** The damage, destruction or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in

rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense promptly repair and restore the property to a condition as good or better than that which existed prior to the damage or destruction. For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building or improvement and agrees that the proceeds from such insurance shall be used promptly by the LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

SECTION 17:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the BOARD OF COUNTY COMMISSIONERS is as follows:
Okaloosa County Board of Commissioners, Okaloosa County Courthouse, 101 E. James Lee Boulevard, Crestview, Florida, 32536.

The address of the LESSEE is:

DARRYL J. WHITE

AND

DR. L. M. O'STEEN

72 INDIAN BAYOU DRIVE

913 MAR-WALT DRIVE

DESTIN, FL 32541

FT. WALTON BEACH, FL 32548

SECTION 18:

LESSEE shall protect, defend, indemnify and hold the COUNTY, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Leased Premises or LESSEE's officer's, employees, agents, contractors, subcontractors, licensees, or invitees regardless of where the injury, death or damage may occur, unless the injury, death or damage is caused by the sole negligence of the COUNTY. The COUNTY shall give LESSEE reasonable notice of any such claims or actions. LESSEE, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the COUNTY. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 19:

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

SECTION 20:

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

SECTION 21:

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

SECTION 22:

Materialman's and mechanic's liens on the Leased Premises are prohibited and void.

SECTION 23:

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

SECTION 24:

LESSEE, for himself, his personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation

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

That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 25:

COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of

the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

SECTION 26:

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

SECTION 27:

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

SECTION 28:

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

address: AIRPORTS DIRECTOR

OKALOOSA COUNTY AIR TERMINAL

STATE ROAD 85

EGLIN AFB, FLORIDA 32542-1413

SECTION 29:

This Lease consists of the following: Sections 1 to 29, both inclusive, and Exhibit "A". It constitutes the entire Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the COUNTY and the LESSEE.

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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA




DENNIS D. NICHOLSON
CHAIRMAN



ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA



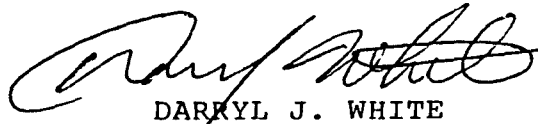
ROBERT D. MCGUIRE
DEPUTY CLERK



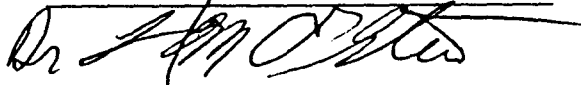
ATTESTS:



WITNESS



DARRYL J. WHITE



DR. L. M. O'STEEN
LESSEES

BY: 

WITNESS

AUTHORIZED REPRESENTATIVES

ATTACHMENT I

OPERATING POLICY

Destin/Ft. Walton Beach Airport
Bob Sikes Airport

RE: Aircraft Maintenance and Fueling of Personally-Owned
Aircraft by Aircraft Owners and their Employees

The performance of aircraft and engine repair, maintenance, and fueling operations are considered to be aeronautical services regulated by the Okaloosa County Board of Commissioners, except where such services are performed by the aircraft owner and/or their employees. Federal regulation requires that owners of aircraft and their employees be allowed to perform certain maintenance and fueling of their own aircraft.

With reference to the above, a policy is heretofore established which provides for the safety and economy of the airports. In this regard, the following areas are hereby designated for such activity with related comments for the compliance thereof:

1. Owners of aircraft who have a hangar lease for storage of aircraft with Okaloosa County are permitted to perform their own maintenance utilizing their employees upon Lessee's personally-owned aircraft in the hangar premises subject to federal, state, and local regulations. Allowable maintenance activities in the leased areas pursuant to the approved hangar lease with

Okaloosa County are limited to changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, washing aircraft, and replacement of plugs, with such allowable activities being considered minor maintenance for a personally-owned aircraft.

Repairs and maintenance of aircraft not personally-owned by the Lessee is strictly prohibited in the hangar.

2. Owners of aircraft and/or their employees who do not have a hangar lease with Okaloosa County are permitted to perform these services on the paved apron, provided, however, the Airports Director determines that the area is safe and will not interfere with airport operations. The type of maintenance will determine the location after review with the owner.

3. Aircraft owners and/or their employees are permitted to fuel their personally-owned aircraft on the airport subject to compliance with Section 11, Rules of Aircraft Fueling Operations, County Ordinance # 78-03, copy of which is attached.

Fueling of aircraft not personally owned is strictly prohibited.

4. Any maintenance or fueling operations performed by persons other than owners and/or their employees are considered to be performing a commercial operation and requires a fully executed lease agreement with the Board of County Commissioners.

The term "EMPLOYEE" shall be defined as an individual who is on the payroll of the aircraft owner and is receiving compensation on a regular basis with federal income tax and social security taxes being deducted from his/her salary. Services provided by contract are considered to be a commercial activity and requires a fully executed agreement between the Board and the Contractor.

ADOPTED THIS 27th DAY OF April, 1994



JERRY L. SEALY, A.A.E.
AIRPORTS DIRECTOR

Practices at Nontower Airports" and Advisory Circular No. 90-66 "Recommended Standard Traffic Patterns for Airplane Operations at Uncontrolled Airports" at the Destin/Fort Walton Beach Airport and at the Bob Sikes Airport when the Fairchild Industries Control Tower is not manned. All turbojet powered airplane pilots shall comply with the recommended "Noise Abatement Procedures" as stated in Advisory Circular No. 91-39 while operating at the County Airports.

10.13 No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, or persons being personally conducted by the airport attendants shall be permitted to enter the landing area proper, taxi space or aprons. However, this does not give any person or persons so excepted the privilege of unrestricted use of the Airport. The privileges are confined to the necessary use of these spaces in connection with the flights, inspections and routine duties.

SECTION 11

RULES FOR AIRCRAFT FUELING OPERATIONS

11.1 No aircraft shall be fueled or drained while the aircraft engines are running or while the aircraft is in a hangar or an enclosed area, without prior approval of the Airport Manager; provided however the lessee shall not be prohibited from using gasoline and/or other fuel in such enclosed area in the testing and/or repair of aircraft or component parts, and in such event the lessee shall take all precautions reasonably necessary to minimize the hazard created by such use.

11.2 During all fueling operations the aircraft shall be grounded by an approved method.

11.3 Smoking or lighting of an open flame shall be prohibited within fifty (50) feet of any fueling operation.

11.4 Fuel trucks shall be parked at least fifty (50) feet from any hangar or building.

11.5 All fuel dispensing equipment shall be kept in a safe and non-leaking condition.