

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/25/14

Contract/Lease Control #: C09-1741-AP

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CRESTVIEW TECHNOLOGY PARK, LLC

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2009 Cost: \$15,000 PER YEAR

Expiration Date: 9/30/2039

Description of Contract/Lease: AIRPORT ACCESS AND LICENSE AGREEMENT

Department Manager: AP

Department Monitor: DONOVANL

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

AIG AEROSPACE INSURANCE SERVICES, INC.**CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE**

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.


Producer: AIR-SURE, INC. 141 SAGE BRUSH TRAIL, SUITE A ORMOND BEACH, FL 32174	Named Insured: SUNSHINE AERO INDUSTRIES, INC. AND AS ENDORSED BOB SIKE AIRPORT; 3164 AIRPORT ROAD CRESTVIEW, FL 32539-7110
--	--

General Liability		
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number: AP 003383199-27		
Policy Effective Date: August 31, 2021		Policy Expiration Date: August 31, 2022
Limits of Insurance	\$ 10,000,000.	Each Occurrence Limit
	\$ 1,000,000.	Damage To Premises Rented To You Limit (any one premises)
	\$ 25,000.	Medical Expense Limit (any one person)
	\$ 10,000,000.	Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE	General Aggregate Limit
	\$ 10,000,000.	Products/Completed Operations Aggregate Limit
		Hangarkeepers Limit
	\$ 10,000,000.	Each Aircraft Limit
	\$ 10,000,000.	Each Loss Limit
	\$ 5,000.	Hangarkeepers Deductible (each aircraft)
General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location		

Description of Operations/Locations/Endorsements/Special Provisions
CONTRACT#: C09-1741-AP CRESTVIEW TECHNOLOGY AIR PARK, UC. SUNSHINE AERO INDUSTRIES AIRPORT ACCESS & LICENSE AGREEMENT EXPIRES: 09/30/2039

Additional Insured Status	N/A
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.	

Cancellation
In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: OKALOOSA COUNTY AIR TERMINAL HIGHWAY 85 EGLIN AFB, FL 3242	Certificate No. <u>2</u>
Authorized Representative: 	August 17, 2021 AT Date of Issue

CGL309 (3/05)

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C09-1741-AP



AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY AIR TERMINAL
HIGHWAY 85
EGLIN AFB, FL 32542

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:
SUNSHINE AERO INDUSTRIES, INC. AND AS ENDORSED

BOB SIKES AIRPORT, 3164 AIRPORT ROAD
CRESTVIEW, FL 32539-7019

AIRCRAFT POLICY NO. AV 003383198-28

POLICY PERIOD: From August 31, 2021 to August 31, 2022

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N64DH	Sabreliner 40	1965	NOT COVERED	NA	N/A	N/A

Single Limit -- Including **Passengers**: \$50,000,000 Each **Occurrence**,
With **Passenger** Liability Limited internally to NOT APPLICABLE Each Person

FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N20259	Cessna 172	1972	\$40,000	F	NIL	NIL

Single Limit -- Including **Passengers**: \$5,000,000 Each **Occurrence**,
With **Passenger** Liability Limited internally to NOT APPLICABLE Each Person

FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N99801	Beech 18	1969	NOT COVERED	NA	N/A	N/A

Single Limit -- Including **Passengers**: \$10,000,000 Each **Occurrence**,
With **Passenger** Liability Limited internally to NOT APPLICABLE Each Person



FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N271MC	Piper PA-31-310	1967	NOT COVERED	NA	N/A	N/A
Single Limit -- Including Passengers : \$10,000,000 Each Occurrence , With Passenger Liability Limited internally to NOT APPLICABLE Each Person						
FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N265SC	Sabreliner 40	1973	NOT COVERED	NA	N/A	N/A
Single Limit -- Including Passengers : \$50,000,000 Each Occurrence , With Passenger Liability Limited internally to NOT APPLICABLE Each Person						
FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N3606T	Beech King Air B100	1970	\$500,000	F	NIL	NIL
Single Limit -- Including Passengers : \$50,000,000 Each Occurrence , With Passenger Liability Limited internally to NOT APPLICABLE Each Person						
FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N40GT	Sabreliner 40	1974	NOT COVERED	NA	N/A	N/A
Single Limit -- Including Passengers : \$50,000,000 Each Occurrence , With Passenger Liability Limited internally to NOT APPLICABLE Each Person						
FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N265FT	Sabreliner 65	1980	\$400,000	F	NIL	NIL
Single Limit -- Including Passengers : \$50,000,000 Each Occurrence , With Passenger Liability Limited internally to NOT APPLICABLE Each Person						
FAA CERT. NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES: NOT IN-MOTION	IN-MOTION INGESTION MOORING
N66GE	Sabreliner 65	1980	NOT COVERED	NA	N/A	N/A
Single Limit -- Including Passengers : \$50,000,000 Each Occurrence , With Passenger Liability Limited internally to NOT APPLICABLE Each Person						



FAA CERT.
NUMBER

N75VC

MAKE AND MODEL

Sabreliner 65

YEAR

1981

INSURED
VALUE

NOT COVERED

PHYSICAL
DAMAGE
COV.

NA

DEDUCTIBLES:
NOT
IN-MOTION

N/A

IN-MOTION
INGESTION
MOORING

N/A

Single Limit -- Including **Passengers**: \$50,000,000 Each **Occurrence**,
With **Passenger** Liability Limited internally to NOT APPLICABLE Each Person

PHYSICAL DAMAGE Coverage Identified

F. Ground & Flight

G. Not In Flight

H. Not In Motion

OTHER COVERAGES/CONDITIONS/REMARKS

THE CERTIFICATE HOLDER IS PROVIDED THIRTY (30) DAYS (TEN (10) IF FOR NON-PAYMENT OF PREMIUM)
NOTICE OF CANCELLATION.

A certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. A certificate of insurance does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced therein.

If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate No. 7

Date of Issue August 10, 2021

By

(Authorized Representative)



SUNSHAE

QP ID: EB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2020

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

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

PRODUCER Air-Sur, Inc. 141 Sage Brush Trail, Suite A Ormond Beach, FL 32174 Robert W. Tyler, Jr., AAI, AIP	386-672-6210	CONTACT NAME: Elaine Bush PHONE (A/C, No, Ext): 386-672-6210 FAX (A/C, No): 386-677-2690 E-MAIL: ebush@air-sur.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Southern Insurance Co		10235
INSURER B: Starr Indemnity & Liability Co		38318
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Sunshine Aero Industries, Inc. Robert Keller 3164 Airport Rd Crestview, FL 32539-7110

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA901006	08/31/2020	08/31/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000002372	08/31/2020	08/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THIS CERTIFICATE REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE(S).
Automobile coverage placed through Preferred Aviation Underwriters.
Issued with respect to the Airport Access and License Agreement.

CONTRACT #: C09-1741-AP
CRESTVIEW TECHNOLOGY AIR PARK, LLC.
SUNSHINE AERO INDUSTRIES
AIRPORT ACCESS & LICENSE AGREEMENT
EXPIRES: 09/30/2039

CERTIFICATE HOLDER

CANCEL

Okaloosa County
5479 A Old Bethel Road
Crestview, FL 32356

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



SUNSHAE

OP ID: DA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

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

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

PRODUCER
Air-Sur, Inc.
141 Sage Brush Trail, Suite A
Ormond Beach, FL 32174
Robert W. Tyler, Jr., AAI, AIP

386-672-6210



CONTACT NAME: Donna K. Alex, CIC, AAI, CPIW

PHONE (A/C, No, Ext): 386-672-6210

FAX (A/C, No): 386-677-2690

E-MAIL ADDRESS: dalex@air-sur.com

INSURED Sunshine Aero Industries, Inc.
Robert Keller
3164 Airport Rd
Crestview, FL 32539-7110

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: American Southern Insurance Co

INSURER B: Starr Indemnity & Liability Co

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			BA900838	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000002372	08/31/2018	08/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THIS CERTIFICATE REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE(S).
Automobile coverage placed through Preferred Aviation Underwriters
FOR INFORMATION ONLY

C09-1741-AP

CERTIFICATE HOLDER

Okaloosa County
602 - C North 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

Peggy Blanton

From: Dave Miner
Sent: Thursday, September 6, 2018 3:03 PM
To: Peggy Blanton
Subject: Crestview Technology Airpark

Peggy:

We have a Thru the Fence Agreement with Crestview Technology Airpark, C09-1741-AP. Dr. Hsu and Bob Keller are partners. Bob Keller also owns Sunshine Aero Industries and they work on planes in the Crestview Technology Airpark. Sunshine Aero owns planes and he has to have a COI on them.

Please send me a copy of that COI.

Dave

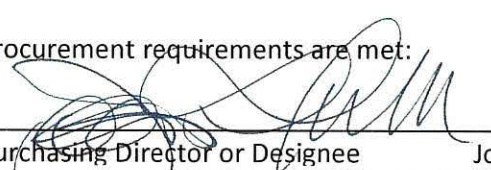
David E. Miner
Properties and Leases
Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

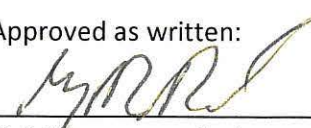

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.com

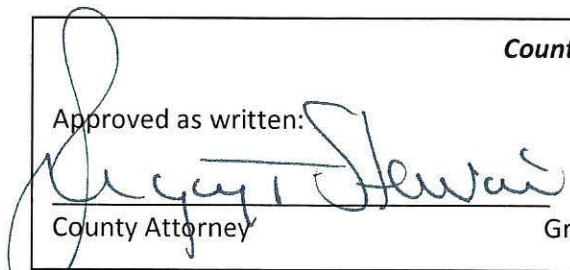
"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public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

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C09-1741-AP</u>	Tracking Number: <u>1032-14</u>
Contractor/Lessee Name: <u>Crestview Technology Air Park</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>Access License Agreement Extension</u>	
Date/Term: <u>September 30, 2039</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Harmen/Miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
 Purchasing Director or Designee	Date: <u>7-15-14</u>
Joanne Kublik	

Risk Management Review	
Approved as written:	
 Risk Manager or designee	Date: <u>7/16/14</u>
	

County Attorney Review	
Approved as written:	
 County Attorney	Date: <u>7-21-14</u>
Gregory T. Stewart	

Following Okaloosa County approval:

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

To Dave 7/21

AMENDMENT NUMBER ONE

TO

AIRPORT ACCESS AND LICENSE AGREEMENT DATED JULY 7, 2009

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

CRESTVIEW TECHNOLOGY AIRPARK, LLC

This AMENDMENT NUMBER ONE, fully executed this 24th day of September, 2014, by and between the OKALOOSA COUNTY, FLORIDA (hereinafter called "COUNTY") and CRESTVIEW TECHNOLOGY AIRPARK, LLC (hereinafter called "LICENSEE").

WITNESSETH:

WHEREAS, the LICENSEE entered into the Original Agreement effective July 7, 2009.

WHEREAS, this Amendment Number One shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LICENSEE as stipulated in the Original Agreement not amended in this Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of that Agreement, agree as follows to this Agreement as herein set forth:

SECTION 1: TERM

This Amendment Number One extends the term of the Agreement as requested by LICENSEE for an additional TWENTY FIVE (25) years as stated in the Original Amendment. The expiration date will be September 30, 2039.

SECTION 2: ENTIRE AMENDMENT

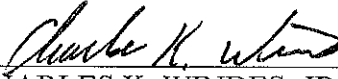
This Amendment consists of the following: Sections 1 to 2. It constitutes the entire

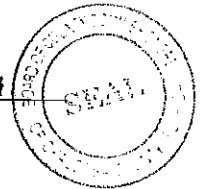
**CONTRACT # C09-1741-AP
CRESTVIEW TECHNOLOGY PARK, LLC
AIRPORT ACCESS & LICENSE AGREEMENT
EXPIRES: 09/30/2039**

Amendment 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 LICENSEE.


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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



CHARLES K. WINDES, JR.
CHAIRMAN




ATTEST:


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




PAUL S. HSU, Ph.D.
CRESTVIEW TECHNOLOGY AIRPARK, LLC


WITNESS


WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared PAUL S. HSU 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 6 day of August, 2014, AD.



Kimberly A. Perez
NOTARY

My Commission expires: April 29, 2016

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/3/2009

Contract/Lease Control #: C09-1741-AP

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CRESTVIEW TECHNOLOGY PARK, LLC

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2009 Cost: \$15,000 PER YEAR

Expiration Date: 9/30/2014

Description of Contract/Lease: AIRPORT ACCESS AND LICENSE AGREEMENT

Department Manager: AP

Department Monitor: DONOVANL

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

ASSIGNMENT AGREEMENT

WHEREAS, the Board of County Commissioners of Okaloosa County, Florida ("County") and Crestview Technology Park, LLC ("CTP") entered into an Airport Access and License Agreement on or about July 7, 2009 ("License Agreement");

WHEREAS, CTP is the Licensee in the License Agreement;

WHEREAS, CTP would like to assign its rights and interests in the License Agreement to Crestview Technology Air Park, LLC ("CTAP"), so that CTAP may become the new Licensee under the License Agreement;

WHEREAS, County is agreeable to the assignment and CTAP becoming the Licensee so long as CTP is not released from its obligations under the License Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. CTP hereby assigns to CTAP all its rights under the License Agreement.
2. Despite this assignment by CTP, CTP agrees that it is not released from its obligations to County under the License Agreement. CTP and CTAP agree that CTP and CTAP shall be jointly and severally liable to County for all obligations of Licensee under the License Agreement.
3. County approves this agreement, and agrees that, on the conditions set forth above, CTAP is the new licensee under the License Agreement.
4. Except with the modifications set forth herein, the parties agree that the terms of the original License Agreement remain in full force and effect.
5. This agreement shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 3rd day of August, 2010.

[Signatures follow on next page.]

OKALOOSA COUNTY

(Affix County Seal)

By: _____

WAYNE HARRIS
Chairman



ATTEST:

Gary J. Stanford
Deputy Clerk
Print Name: Gary J. Stanford



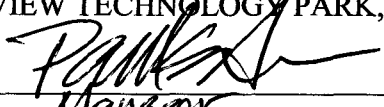
LEGAL FORM APPROVED: _____

By: _____


John Dowd, Esq.
County Attorney

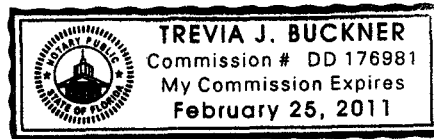
[Signatures continued on next page.]

CRESTVIEW TECHNOLOGY PARK, LLC

By: 
Title: Manager
Print Name: Paul S. Hsu
Address: 704 Anchors St.
Ft. Walton Beach, FL 32548

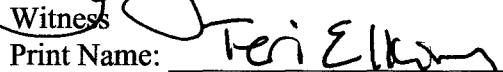
ATTEST:


Secretary
Print Name: Trevia J. Buckner
Print Address: 34 Walter Martin Rd.
Ft. Walton Bch, FL 32548




Signed, sealed, and delivered in the presence of:


Witness
Print Name: Glenn Scharf


Witness
Print Name: Teri Elkany

[Signatures continued on next page.]

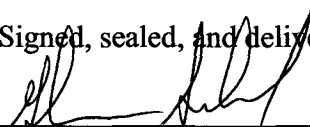
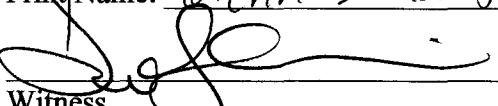
CRESTVIEW TECHNOLOGY AIR
PARK, LLC

By: 
Title: Manager
Print Name: Paul S. Hsu
Address: 709 Anchors St.
Ft. Walton Beach, FL 32548

ATTEST:

Secretary
Print Name: _____
Print Address: _____

Signed, sealed, and delivered in the presence of:


Witness
Print Name: Glenn Scharf

Witness
Print Name: Teri Elmer

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CONTRACT# C09-1741-AP
CRESTVIEW TECHNOLOGY PARK, LLC
AIRPORT ACCESS & LICENSE AGREEMENT
EXPIRES: 9/30/2014

AIRPORT ACCESS AND LICENSE AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

CRESTVIEW TECHNOLOGY PARK, LLC

THIS AGREEMENT is entered into as of the 7th day of July, 2009, by and between the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY") and CRESTVIEW TECHNOLOGY PARK, LLC., a Florida corporation ("LICENSEE").

RECITALS

WHEREAS COUNTY owns and operates Bob Sikes Airport, a general aviation airport, for the benefit of the public, and

WHEREAS LICENSEE is engaged in an aviation related commercial enterprise for profit ("Permitted Activity") on certain premises adjacent to the Airport ("Designated Premises") with access through the Airports fenced property, and

WHEREAS LICENSEE desires to enter into an agreement with COUNTY to provide for access to and from the Designated Premises to the Airport solely for the purpose of conducting the Permitted Activity and to be licensed and authorized on a non-exclusive basis, the public use facilities of the Airport, upon the payment of the consideration set forth herein and the continuing compliance with all terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions herein set forth, COUNTY and LICENSEE hereby do agree as follows:

ARTICLE 1

Definitions/Rules of Construction

Section 1.1 Definitions. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

- a. Agreement means this Airport Access and License Agreement by and between COUNTY and LICENSEE;
- b. Airport means Bob Sikes Airport;
- c. Board means the Okaloosa County Board of County Commissioners;
- d. Designated Premises means the land owned by LICENSEE consisting of 18 acres, more or less, with improvements thereto which is contiguous to the Airport. The Designated Premises with Airport access shall not be increased or expanded to any contiguous premises without the specific written amendment of this agreement, including a revision to attached Exhibit A;
- e. EPA means the United States Environmental Protection Agency and any federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- f. FAA means the Federal Aviation Administration of the United States Department of Transportation, or any federal agency succeeding to its jurisdiction or function;
- g. FAR means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA as currently in effect and as may hereafter be promulgated or issued;
- h. Governmental Requirements means all federal, state and local laws, rules, regulations, security plans, and rulings, including all amendments, now in effect or hereinafter enacted;
- i. Maximum Gross Landed Weight shall mean the maximum weight in one thousand pound units at which each aircraft operated by LICENSEE or business invitee is authorized by the FAA to land at the Airport as recited in License's flight manual governing that aircraft;
- j. COUNTY means Okaloosa County, a political subdivision of the State of Florida;
- k. Term means the period of time that this Agreement shall be in effect, as set forth in Section 2. 1;
- l. "Permitted Activity means that activity described on Attachment "A" to this Agreement;
- m. TSA means the Transportation Security Administration of the United States Department of Homeland Security;
- n. TENANTS shall mean occupants of property leased from LICENSEE requiring access to the Airport;

o. "Term" means the period of time that this Agreement shall be in effect, as set forth in Section 2.1.

Section 1.2 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

- a. The singular includes the plural and vice versa;
- b. The words "and" and "or" shall be both conjunctive and disjunctive;
- c. The words "all" and "any" mean "any and all";
- d. The word "including" means "including without limitation";
- e. The word "he" or any other masculine pronoun includes any individual regardless of sex;
- f. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference as if they were fully set forth herein; and
- g. Reference to articles or sections respectively shall mean articles or sections of this Agreement.

ARTICLE II

Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for the period commencing October 1, 2009, through September 30, 2014 unless otherwise terminated or canceled; provided, as of the effective date of termination or cancellation of this Agreement, all obligations which may have been incurred by LICENSEE or with respect to which LICENSEE shall be in default shall survive such termination or cancellation.

Section 2.2 Option to Extend Term. LICENSEE shall have an option to extend the Term of this Agreement upon the expiration of the initial Term hereof for an additional period of time up through and including September 30, 2039. The option period may be exercised by notice in writing to COUNTY at least one hundred twenty (120) days prior to the expiration date of the initial Term hereof, upon the following terms and conditions:

- a. LICENSEE shall not be in default of this Agreement or any agreement between LICENSEE and COUNTY or Board ;
- b. LICENSEE shall deliver to COUNTY during the notice period as set forth above, written notice of its interest in extending the term of this Agreement.

Section 2.3 Termination of License. Except as otherwise expressly provided in this Agreement, at the expiration or earlier termination of this Agreement, LICENSEE's right to use the Airport, its premises, facilities, rights, licenses, services and privileges herein granted

shall cease, and LICENSEE and its TENANTS shall immediately discontinue all use of and operations of whatsoever nature on the Airport, including any access (ingress or egress) by aircraft or vehicles to or from the Airport to or from the Designated Premises.

ARTICLE III Access and Use License

Section 3.0 Purpose. This agreement is for the sole purpose of allowing LICENSEE and authorized TENANTS access from and to the Airport in order to conduct business the nature of which requires access to the airport's runways and taxiways. LICENSEE or its TENANTS shall not, without approval of the County, conduct business that is in competition with any duly established fixed base operator (FBO). Licensee covenants that it will not directly or indirectly conduct or allow the conduct in any manner, directly or indirectly, of any general aviation or commercial aviation business activity on, from or through the Airport or on, from or through the Designated Premises, other than the Permitted Activity conducted solely on the designated Premises. Licensee further covenants that it will not conduct or allow the conduct of any business activity on, from or through the Designated Premises, other than the Permitted Activity, that is directly or indirectly in competition with any fixed base operator except those activities approved herein.

Section 3.1 No Lease Created. This Agreement shall not be construed to be a lease of any Airport land, facilities, or premises to LICENSEE, nor create a landlord-tenant relationship by and between COUNTY and LICENSEE. Neither shall this license be assignable without express approval from the COUNTY.

Section 3.2 Permitted Access/License to Use Airport. COUNTY hereby grants to LICENSEE, and LICENSEE hereby accepts from COUNTY for the Term, (or any extended term), of this Agreement, subject to the terms and conditions herein set forth (i) a nonexclusive license solely to access the Airport and the Designated Premises through the Permitted Access solely for the purpose of and for only so long as the Permitted Activity is conducted on the Designated Premises and for no other purposes whatsoever; (ii) the right and license to use, on a nonexclusive basis, the Airport and the Airport's runways, taxiways, aprons, lighting, navigation aids and other public common use facilities necessary to operate aircraft to and from the Designated premises solely for the purposes and subject to the limitations in the foregoing sentence. Notwithstanding the foregoing provisions, this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America relative to the operation, development or improvement of the Airport, including, but not limited to, any conditions, provisions or assurances related to any grant agreement entered into by the County for improving the Airport. It is further understood and agreed to by LICENSEE that this Agreement, the Permitted Access to and from the Designated Premises and the Airport, and the rights of access granted LICENSEE hereunder shall be subject to the initial and continuing approval of the FAA and the TSA.

Section 3.3 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between the parties, (b) to give the COUNTY any interest in the business of LICENSEE, or (c) to grant to LICENSEE

any powers as an agent or representative of the COUNTY for any purpose or to bind the COUNTY.

Section 3.4 Prudent Operation. LICENSEE covenants and agrees that in the performance of its obligations hereunder, it shall perform such obligations in a reasonable, orderly and prudent manner. LICENSEE shall take and cause all reasonable measures to eliminate noise and vibrations which may cause damage to Airport improvements, and keep the sound level of its operations as low as reasonably possible.

Section 3.5 Maintenance by LICENSEE. LICENSEE shall operate in a neat, clean and orderly condition all areas of the Airport used by LICENSEE, and keep the same free from litter, debris, refuse, petroleum products or grease that may result from activities of its TENANTS, employees, agents or invitees. LICENSEE shall remove all oil and grease spillage which is attributable to LICENSEE's or its TENANTS aircraft or other equipment of LICENSEE and TENANTS on all Airport aircraft operating and adjacent areas.

Section 3.6 Removal of Disabled Aircraft. LICENSEE shall use its best efforts to promptly remove any of its disabled aircraft from any part of the Airport, including without limitation, runways, taxiways, aprons, and ramp areas and shall place any such disabled aircraft only in such storage areas as may be designated by COUNTY, and may store such disabled aircraft only for such length of time and upon such conditions as may be established by COUNTY. In the event LICENSEE should fail to remove any of its disabled aircraft promptly in accordance with this paragraph, COUNTY may, but shall not be obligated to, cause the removal of such disabled aircraft at LICENSEE'S cost and expense. LICENSEE hereby release COUNTY from any and all claims for damage to the disabled aircraft the removal of which is necessitated by LICENSEE's failure to remove such aircraft promptly or otherwise arising from or in any way connected with such removal by COUNTY.

Section 3.7 Taxiway Access. LICENSEE hereby specifically acknowledges that the taxiways, aprons and other aircraft operating areas at the Airport are stressed for a maximum gross landed weight. LICENSEE shall be responsible for all damage or destruction caused by utilization of Airport runways, taxiways and aprons by aircraft operated by LICENSEE in excess of the aircraft operating areas' maximum gross landed weight.

Section 3.8 Aviation Easement. COUNTY reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or Governmental Requirements, including but not limited to FAR Part 77, together with the right to prevent LICENSEE or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport or contiguous to the Airport, including the Designated Premises which would conflict with such standards and Governmental Requirements. COUNTY also reserves for itself, the Board, and their licensees, an aviation easement in, over and across the air space above the Designated Premises and the unrestricted right to subject said premises to such Airport noise, vibration and interference as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities.

LICENSEE shall waive, remise and release any right or cause of action which licensee may now have or may have in the future against county on account of or arising out of noise,

vibrations, fumes, dust, fuel, particles and other effects that may be caused or may have been caused by the operation of aircraft landing at or taking off from or operating at or on the Airport or in and near the airspace above the Airport. LICENSEE shall (a) not allow any tree or other vegetation to remain on the Designated Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) use, permit or suffer the use of the Designated Premises in such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (c) not permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended. "Airspace" means for the purposes of this Section, any space above the ground level of the Designated Premises. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form or of propulsion, which powers said aircraft in flight.

Section 3.9 Security for Permitted Access. LICENSEE shall establish policies and procedures and shall provide, at its expense, such personnel and equipment as is necessary to control access by persons, vehicles and aircraft to and from the Airport and the Designated Premises through the permitted Access, as required by County, TSA or the FAA from time to time and at any time during the term of this agreement. Upon execution of this agreement, LICENSEE shall provide County, in writing, its policies and procedures and plan to control said access. Said policies and procedures and LICENSEE'S plan shall be subject to the initial and continuing approval of the County, TSA and the FAA. LICENSEE'S indemnity under Section 5.1 of this Agreement and said obligations of indemnity shall include any fines, loss, cost damage, and expense incurred by County as a result of LICENSEE'S breach of its obligations under this Section 3.9.

ARTICLE IV Rates, Fees and Charges

Section 4.1 Rates, Fees and Charges. LICENSEE shall pay to COUNTY or Board as the same are or may be applicable to LICENSEE's activities on the Airport, the following fees and charges for the use of services, privileges and public use facilities at the Airport:

(a) **Operation & Maintenance Contribution Fee.** LICENSEE shall pay an O&M Contribution fee to COUNTY for the privilege of using the Airport. During the first five (5) years of the Term, LICENSEE shall pay to COUNTY an annual activity fee of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to be allocated among the five parcels as they are leased and become occupied. The annual O&M fee shall be paid monthly in equal installments of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) or TWO HUNDRED FIFTY DOLLARS (\$250.00) for each parcel. The first installment shall be paid by LICENSEE on the beneficial occupancy date of the first parcel and all subsequent installments shall be paid in advance on or before the first day of each succeeding month for

each of the designated parcels as they become occupied of the Term or any extended term hereof.

(b) O&M Contribution Fee for Subsequent Periods. Commencing Oct 1, 2010, and thereafter on October 1 of each subsequent five (5) year period of the Term (or any extended term) hereof, the monthly O&M fee shall be increased based upon the percentage increase in the Consumer Price Index (All Urban Consumers) ("CPI (U) Index") published by the United States Department of Labor based on the years 1982-84 equaling 100. The annual O&M Fee shall be adjusted to the nearest \$0.01 as set forth in said Index:

(i) Effective Oct 1, 2015, the annual activity fee for each year of the next five (5) year period or further extended period shall be \$ 15,000.00 plus the percentage increase determined by multiplying \$ 15,000.00 by the percentage increase in the Index.

(ii) Upon the condition precedent of LICENSEE compliance with Section 2.2 hereof, effective on October 1 of each succeeding five (5) year period, the annual activity fee for each year of the remaining five (5) year periods or portions thereof of the Term or extended term shall be adjusted according to the method described in subsection (b)(i) hereof, using the preceding activity rate and adjusting it according to the percentage increase (average) in the Index as set forth.

(c) Other. LICENSEE shall pay to COUNTY such other fees and charges as reasonably may be assessed or otherwise required by the FAA, for the granting of access to the Airport by off-site users or tenants or for use of all other services, privileges or landing and public use facilities used by LICENSEE at the Airport as established by COUNTY and published in COUNTY's schedule of rates, fees and charges, attached hereto.

Notwithstanding any failure of COUNTY to give LICENSEE notice of the adjusted O&M fee or O&M fees due and owing for each year of the five (5) year period of the Term (or extended term) under this Agreement, the O&M fees, and adjusted rates as so determined by COUNTY shall go into effect as of the commencement of each five (5) year period of the Term or extended term hereof, The O&M fee for any succeeding five (5) year period shall not be, in any event, less than the O&M fee established for the preceding five (5) year period. The O&M fee so determined shall be payable in the same manner as set forth in this Article.

Section 4.2 License Contingent Upon Payment. The grant by COUNTY of the right of access to the Airport and the rights, licenses, use of facilities, services and privileges to LICENSEE, its business invitees and all others using the Airport to or from the Designated Premises pursuant to this Agreement, in each case, shall be subject to the timely and complete payment of the fees or any rates, fees and charges required to be paid by LICENSEE hereunder.

Section 4.3 Place of Payments. All sums payable by LICENSEE hereunder shall be delivered to:

Okaloosa County Airports Director
1701 Highway 85 North
Eglin AFB, FL 32542

Section 4.4 Delinquencies. In addition to any remedy available to it hereunder, COUNTY may impose as additional fees a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, whichever is greater and allowed by law.

Section 4.5 Contract Security Assurances. In the event that LICENSEE shall default at any time during the Term and shall fail to cure such default following notice thereof from County within ten (10) business days in the case of a monetary default or within thirty (30) days in the case of any other default, then, upon demand therefore by LICENSOR, LICENSEE shall obtain and deliver to COUNTY, a good and sufficient corporate surety company bond or a bank irrevocable letter of credit (the "Security Assurance") for the purpose of securing payment of all sums payable annually by LICENSEE to COUNTY hereunder. The Security shall remain in full force and effect during the Term and extended term hereof. The form, provisions and nature of the Security and the identity of the surety, insurer or other obligor shall be subject to the approval of COUNTY. In the event that COUNTY and LICENSEE hereafter agree to any amendment of this Agreement, LICENSEE shall, if required by the terms of the Security Assurance, obtain the consent of all the surety, insurer or other obligor hereunder, as the case may be, and shall adjust the amount of the Security to reflect a change in the rentals, fees or charges payable by LICENSEE hereunder. The failure of LICENSEE to furnish the Security, to adjust the amount thereof, or to obtain the consent as heretofore set forth, shall constitute an event of default under this Agreement.

ARTICLE V

Insurance/Hazardous Substance Compliance and Indemnity

Section 5.1 Indemnity - General. LICENSEE shall indemnify, protect, and hold COUNTY, Board and its trustees, councilors, officers, agents and employees (hereinafter "Indemnitee" or "Indemnites") completely harmless from and against all liability, losses, suits, claims, judgments, fines or demands resulting from an occurrence during the Term and any extended Term of this Agreement (hereinafter "Claim" or "Claims") and arising from (a) any condition of the Designated Premises or the Airport during the Term or any extended term of this Agreement and not existing as of the time of execution hereof, (b) any breach or default on the part of LICENSEE in the performance of any of its obligations under this Agreement, (c) any fault or act of negligence of LICENSEE or its agents, contractor, servants, or employees, or (d) injury or death of any person or loss of or damage to any property resulting from LICENSEE's use of the Airport or from the conduct of LICENSEE's business or from any activity, work, or thing done, permitted or suffered by LICENSEE, its employees, agents, contractors, or invitees in or about the Airport. The foregoing indemnification shall not apply to the extent any claim arises out of the negligence on the part of an Indemnitee or Indemnites. The foregoing indemnity is conditioned upon the Indemnitee or Indemnites

providing notice to LICENSEE within ninety (90) days after such Indemnitee or Indemnites receive notice of any such Claim (or an occurrence that is likely to give rise to a Claim) that will fall within the scope of the foregoing indemnity, and cooperating fully with LICENSEE in the defense or settlement of the Claim. In the absence of any negligence, on the part of any INDEMNITEE, this indemnification shall include all reasonable costs, attorneys' fees and expenses incurred in the defense or settlement of any such Claim (or any action or proceeding brought thereon) by counsel reasonably satisfactory to the Indemnitee or Indemnites. The provisions of this section shall survive the expiration or early termination of the Agreement. Nothing contained in this Article shall forgive or release LICENSEE from any liability or obligation it may have or which may accrue to it for acts taken by LICENSEE prior to the execution and delivery of this Agreement on all or any portion of the Airport or on property not constituting a part of the Airport but resulting in liability arising with respect to the Airport.

Section 5.2 Regulated Substance Compliance and Indemnity. LICENSEE shall not cause or permit any "Regulated Substance" to be brought upon, generated, stored, or used in or about the Airport by LICENSEE, its TENANTS, agents, employees, contractors, or invitees (collectively for this Section 5.2 "LICENSEE"), except such Regulated Substance(s) of the type and quantity as is necessary to LICENSEE's business and with prior written consent of COUNTY, which will not be unreasonably withheld. Any Regulated Substance permitted on the Airport as provided herein, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to Regulated Substance.

LICENSEE shall not cause or permit, release, discharge, leak, or emit, or permit to be discharged, leaked, released, or emitted, any Regulated Substance in the atmosphere, soil, stone or sewer system, or any body of water, ditch, or stream if that Regulated Substance (as is reasonably determined by any governmental Board with jurisdiction) does or may pollute or contaminate same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Airport or the Designated Premises or elsewhere, or (b) the condition, use or enjoyment of the Airport or any building, facilities or any other real or personal property. This paragraph is not intended to alter or affect discharges or emissions of Regulated Substances allowed by law or a permit applicable to the discharge or emission. LICENSEE shall comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment.

By the end of March each year during the Term or extended term hereof, LICENSEE shall provide to COUNTY a copy of the Tier II Emergency and Regulated Chemical Inventory prepared for the Designated Premises or facility pursuant to 40 CFR 370.20 and analogous state and local law covering chemicals present at any time during the previous calendar year at levels that equal or exceed threshold quantities subject to such reporting.

LICENSEE shall, to the extent practicable and in accordance with any direction from a governmental agency with jurisdiction, at LICENSEE's sole expense, clean-up, remove, and remediate (1) any Regulated Substance in, on, or under the Airport in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all Regulated Substances, in, on, or under the Airport that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or

order, to the extent that the materials described in (1) and (2) above are released into the environment due to the act or omission during the Term or extended term hereof of LICENSEE, its agents, employees, invitees or contractors. This obligation does not apply to a release of Regulated substances, pollutants, contaminants, or petroleum products that existed on the Airport prior to the execution of this Agreement.

Regulated Substance: As used herein, the term "Regulated Substance" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 *et seq.*, Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*, or The Clean Air Act(CAA),42U.S.C.§7401 *et seq.* all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance", "extremely hazardous waste", "RCRA hazardous waste", "waste", or "controlled industrial waste" in the Florida Controlled Industrial Waste Disposal Act, 63 O.S. §1-2000 *et seq.*; (c) any regulated substance, regulated waste, toxic substance, toxic waste, regulated material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standard of conduct concerning any Regulated, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term "regulated substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof; petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticide; ammonium compounds; polychlorobiphenyls; and other regulated chemical products. LICENSEE hereby fully agrees that it shall be fully liable for all costs and expenses related to LICENSEE's or TENNANT's use, storage, and disposal of any Regulated Substance on the Airport or the Designated Premises during the Term or extended term of the Agreement, and LICENSEE shall give prompt notice to COUNTY of any notice of violation or potential violation received from any governmental Board with jurisdiction regarding any law related to such Regulated Substance. LICENSEE shall defend, indemnify, and hold harmless, COUNTY, the and the Board, and their trustees, councilors, officers, agents and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, for bodily injury including death, physical damage or loss of use of property, cleanup activities to the extent required by law, or any violation of applicable law arising out of use, storage, or disposal, or release or threat of release, of Regulated Substances on the Airport during the Term or extended term of the Lease, by LICENSEE, its agents, employees, Sublessees, invitees and contractors. The provisions of this Section shall be in addition to any other obligations and

liabilities LICENSEE may have to COUNTY, , and the Board at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

Section 5.3 Insurance for Airside Operations. LICENSEE shall maintain in full force and effect during the Term and any extended term hereof commercial general liability insurance which shall include premises/operations contractual liability, independent contractors, broad form property damage, personal injury and auto liability, including hired autos and non-owned autos, with any excess liability in umbrella form, in no event less than the sum of Five Million Dollars (\$5,000,000.00) combined single limit. Insurance shall be carried with an insurer qualified and licensed to do business in the State of Florida. LICENSEE also shall provide worker's compensation (SL) and employer's liability insurance (\$1,000,000 each). Concurrent with the execution of this Agreement, LICENSEE shall provide proof of insurance coverage by providing a certificate of LICENSEE's insurance coverage as required herein. The certificates of insurance shall provide that (a) insurance coverage shall not be canceled, or materially changed in coverage that adversely affects compliance with the requirements of this Agreement, without at least thirty (30) days prior written notice to COUNTY, (b) with regard to general liability insurance policies required hereunder, OKALOOSA COUNTY, FLORIDA is named as additional insured, (c) to the extent of the indemnity obligation set forth in Section 8. 1, such general liability policy or policies shall be considered primary as regards any other insurance coverage COUNTY may possess, including any self-insured retention or deductible COUNTY may have, and any other insurance coverage COUNTY, or Board may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in the same manner as though a separate policy had been written for each insured or additional insured; provided, however, nothing contained herein shall act to increase the limits of liability of the insurance company. Any self insured retention, deductibles, and exclusions in coverage in the policies required herein shall be assumed by, for the account of, and at the sole risk of LICENSEE and, to the extent applicable, shall be paid by LICENSEE.

If the insurance coverage required herein is canceled, or materially changed such that it adversely affects compliance with the requirements of this Agreement, LICENSEE shall, within fifteen (15) days of receipt of notice from COUNTY, but in no event later than the effective date of cancellation, change or reduction of said coverage, provide to COUNTY a certificate showing that insurance coverage has been reinstated or provided through another insurance company in compliance with this section. Upon failure to provide such certificate, without further notice and at its option, COUNTY either may, in addition to all its other remedies (a) exercise COUNTY's rights as provided in the default provision of this Agreement, or (b) procure insurance coverage at LICENSEE's expense and charge LICENSEE an additional fee in an amount equal to the premium plus fifteen percent (15%) to be paid in the month or months the premium or premiums are paid by COUNTY whereupon LICENSEE shall promptly, (within thirty (30) days), reimburse COUNTY for such expense. Provided, however, COUNTY's obligation to furnish the insurance and certifications required herein may be assumed (in writing) by a TENANT of LICENSEE subject to Section 5.3 hereof.

ARTICLE VI Governmental Requirements

Section 6.1 Governmental Requirements. LICENSEE shall comply with all Governmental Requirements applicable to LICENSEE's activities licensed and permitted under this Agreement. Without limiting the generality of the foregoing, LICENSEE at all times shall use the Airport in strict accordance with all lawful rules, regulations; safety and security plans that may be imposed by the FAA, TSA or COUNTY with respect to the Airport and operations thereof, including but not limited to FAR Parts 77, and TSA 1500 series regulations, and including in all respects requirements of any existing or future U.S. DOT or FAA grant agreement assurances to which this Agreement shall at all times be subordinate. COUNTY shall have the right to amend this agreement if any provision is found to be in violation of a grant assurance. LICENSEE shall procure, and require all its subsidiaries or assignees to procure, from all governmental authorities having jurisdiction over the operation of LICENSEE hereunder, all licenses, use agreements, franchises, certificates, permits or other authorizations which may be necessary for the conduct of LICENSEE's business on the Airport or the Designated Premises. LICENSEE shall require its TENANTS, guests and invitees and those doing business with it to comply with all Governmental Requirements relating to the conduct and operation of LICENSEE's business on the Airport or the Designated Premises.

Section 6.2 No Liability for Exercise of Powers. Neither the COUNTY nor its governing Board shall be liable to LICENSEE for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to COUNTY in this Agreement. COUNTY specifically reserves the right to develop, improve, expand or rehabilitate the Airport without any interferences, or hindrance from or liability to LICENSEE.

Section 6.3 Nondiscrimination. LICENSEE, and its successors in interest and assigns as a part of the consideration hereof, do covenant and agree hereby, that in the event facilities are constructed, maintained or otherwise operated on Designated Premises described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, LICENSEE shall operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. LICENSEE, and its successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities on the grounds of race, color, creed or national origin, (2) in the construction of any improvements on, over or under such Land, and the furnishings of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, on the grounds of race, color, creed or national origin (3) LICENSEE shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49 CFR Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. To the extent applicable, LICENSEE assures that it will undertake an Affirmative Action

Program as required by 14 CFR Part 152, Subpart E, to ensure that, on the grounds of race, color, creed, national origin or sex, no person shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LICENSEE, assures that it will require that its covered TENANTS provide assurances to Licensor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their contractors as required by 14 CFR Part 152, Subpart E, to this same effect.

Section 6.4 ADA Compliance. LICENSEE shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans With Disabilities Act. Any costs of such compliance shall be the sole responsibility of LICENSEE.

Section 6.5 Taxes and Other Governmental Charges. LICENSEE shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be assessed or levied against or with respect to LICENSEE's improvements, machinery, equipment or other property used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, LICENSEE may contest any such taxes or governmental charges.

ARTICLE VII

Events of Default

Section 7.1 Events of Default Defined. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

a. LICENSEE shall fail to pay when due and owing any rates, fees or charges payable hereunder and such nonpayment shall continue unpaid for ten (10) days after written notice thereof by COUNTY;

b. LICENSEE shall file a petition requesting relief or institute a proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency; or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against LICENSEE and continued for ninety (90) days; or a receiver of all or substantially all of the property of LICENSEE shall be appointed and the receiver shall not be dismissed for sixty (60) days; or the LICENSEE shall make any assignment for the benefit of the LICENSEE's creditors;

c. LICENSEE shall fail to comply with the insurance requirements imposed hereunder;

d. LICENSEE shall breach any term, provision, condition, covenant or obligations under this or any other agreement at the Airport or for Land contiguous to the Airport to which LICENSEE and COUNTY are parties;

e. LICENSEE shall terminate its business structure except as permitted herein; or

f. LICENSEE shall breach or fail to observe or perform any term, provision, condition, covenant or any other of its obligations hereunder, or commits an event of default as set forth in Section 7.1 (b through e hereof) and such failure or event of default shall continue unremedied or cured for thirty (30) days after COUNTY shall have given to LICENSEE written notice specifying such default. Provided, COUNTY may grant LICENSEE such additional time as is reasonably required to correct any such default if LICENSEE has instituted corrective action and is diligently pursuing the same.

Section 7.2 Remedies Upon LICENSEE's Default. Whenever an event of default of LICENSEE shall occur, COUNTY may pursue any available right or remedy at law or equity. In addition to any other available rights or remedies, COUNTY may terminate this Agreement without delivery of notice to LICENSEE. In the alternative, and at its exclusive option, COUNTY may deliver to LICENSEE written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, LICENSEE's license to engage in commercial activities on the Airport shall immediately cease. Upon termination of this Agreement, LICENSEE shall be liable for payment of all sums due to COUNTY accrued through the date of termination.

Section 7.3 Nonwaiver. Neither the waiver by COUNTY of any breach of LICENSEE of any provision hereof nor any forbearance by COUNTY to seek a remedy for any such breach shall operate as a waiver of any other breach by LICENSEE.

Section 7.4 Event of Default by COUNTY, LICENSEE's Remedies. COUNTY shall not be in default in the performance of any of its obligations hereunder until COUNTY shall have failed to perform such obligations for thirty (30) days or such additional time as reasonably is required to correct any such nonperformance, after notice by LICENSEE to COUNTY specifying wherein COUNTY has failed to perform any such obligations. Neither the occurrence nor existence of any default by COUNTY shall relieve LICENSEE of its obligation hereunder to pay rentals, fees and charges. Any other provision of this Agreement notwithstanding, LICENSEE's sole remedy for default by County hereunder shall be to institute such action against County as Licensee may deem necessary to compel performance.

ARTICLE VIII Transfer of Interests

Section 8.1 Assignments by COUNTY . COUNTY may transfer or assign this Agreement to any other successor in interest to whom the Airport may be sold, leased or assigned; however, the successor in interest shall execute and deliver to COUNTY, with a copy to LICENSEE, an instrument assuming the obligations of COUNTY under this Agreement.

Section 8.2 Assigning, Subletting and Encumbering. LICENSEE shall not assign this Agreement in whole or in part, nor sublease all or any part of the Designated Premises, nor permit other persons to occupy said Airport or any part thereof, or grant any license or concession for all or any part of said Airport, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, provided that COUNTY may specifically withhold consent if the proposed transferee's projected use of the premises involves the use, storage, generation, or disposal of either Regulated Substances or Regulated Materials as

defined in Section 5.2 of this Agreement. Any consent by COUNTY to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of LICENSEE's directors or otherwise by operation of law shall not be effective to transfer or assign LICENSEE's interest under this Agreement unless COUNTY shall have first consented thereto in writing. Neither LICENSEE's interest in this Agreement, nor any estate created hereby in LICENSEE nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of LICENSEE are transferred, or if any partnership interests of LICENSEE are transferred, by sale assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of control, assets, value, ownership, or structure of LICENSEE, same shall be deemed an assignment for the purposes of this Section 8.2 and shall require COUNTY's prior consent, and LICENSEE shall notify COUNTY or any such change or proposed change.

ARTICLE IX Miscellaneous

Section 9.1 Corporate Existence. LICENSEE shall maintain its existence as a corporation, and LICENSEE shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it. However, LICENSEE may, without violating the prohibition contained in this section, consolidate with or merge into another legal entity, or permit one or more other legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entity and thereafter dissolve, if the survivor or transferee legal entity (a) assumes in writing all of the obligations of LICENSEE herein, (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of LICENSEE immediately prior to such consolidation, merger, sale or transfer, and (c) is qualified to do business in Florida.

Section 9.2 Notices. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been sufficiently given on the third day following the day on which the same are mailed by registered or certified mail, postage prepaid as follows,

If to COUNTY or the Board:

Okaloosa County Airports Director
1701 Highway 85 North
Eglin AFB, FL 32542

and if to LICENSEE:

Crestview Technology Park, LLC.
709 Anchors Street, NW
Fort Walton Beach, FL 32548
Attention: Dr. Paul Hsu

The COUNTY, or LICENSEE may designate, by notice given hereunder, any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.3 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially affect the rights of either party as set forth herein.

Section 9.4 Entire Agreement, Modification. This Agreement expresses the entire understanding of COUNTY and LICENSEE concerning the Airport and all agreements of COUNTY and LICENSEE with each other concerning the subject matter hereof. Neither COUNTY nor LICENSEE has made or shall be bound by any agreement or any representation to the other concerning the Airport or the subject matter hereof which is not set forth expressly in this Agreement. Except as to the parties hereto, this Agreement shall not create any right or beneficial interest in any other party, commercial or business entity. This Agreement may be modified only by a written agreement of subsequent date hereto signed by COUNTY and LICENSEE.

Section 9.5 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.6 Effect of Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 9.7 Descriptive Headings, Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 9.8 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or

obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

Section 9.9 Force Majeure. Neither COUNTY nor LICENSEE shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages or material, acts of God, acts of the public enemy, acts of superior governmental Board, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of LICENSEE to pay the rentals and other charges required hereunder.

Section 9. 10 Construction of Agreement. This Agreement and each provision and covenant hereof shall constitute both a contract and a license by and between the parties hereto.

Section9.11 Consent Not Unreasonably Withheld. Whenever it is provided herein that the consent of COUNTY or LICENSEE is required, such consent shall not be unreasonably withheld, conditioned or delayed, except as provided herein.

Section 9.12 Non-Liability of Individuals/Public Officials. Neither COUNTY, or any councilor, trustee, agent, representative, officer, or employee thereof, shall be charged personally by the LICENSEE with any liability, or be held liable to the LICENSEE under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, attempted or alleged, thereof, it being understood that in such matters they act only as agents or representatives of COUNTY.

Section 9.13 Recovery of Attorney's Fees and Costs. If COUNTY shall bring any legal or equitable action against LICENSEE and COUNTY shall be adjudged the prevailing party, LICENSEE shall pay the reasonable attorney's fee and costs incurred by COUNTY in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 9.14 Binding Effect. This Agreement shall inure only to the benefit of and shall be binding upon COUNTY, LICENSEE and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

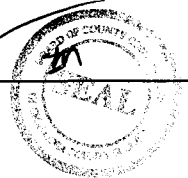
IN WITNESS WHEREOF, the parties hereto have
set their hands and corporate seals on this 9th day of July,
2009.

OKALOOSA COUNTY

(Affix County Seal)

By:

William J. Roberts, III
WILLIAM J. ROBERTS, III
Chairman



ATTEST:



Gary J. Stanford

Deputy Clerk

Gary J. Stanford

Print Name

LEGAL FORM APPROVED:

By:

John Dowd

John Dowd, Esquire
County Attorney

CRESTVIEW TECHNOLOGY PARK, LLC.

(Affix Corporate Seal)

By: 

Title: Chairman of the board

Paul S. Hsu.

Print Name

709 Anchors St. Ft. Walton Beach, FL.

Print Address

32548

ATTEST:


Secretary

Lawrence J. SASSANO

Print Name

P.O. Box 4097

Print Address

Fort Walton Beach, FL

32549

Signed, sealed, and delivered in the presence of:


Witness

JON MORRIS

Print Name


Witness

Robert L. Keller

Print Name

EXHIBIT "A"
DESIGNATED PREMISES

Drawing

ADVANCED TECHNOLOGY AIRPARK

APPROXIMATE PROPERTY SIZE: 18 ACRES

ZONING: AIRPORT INDUSTRIAL PARK DISTRICT (AIP)

FUTURE LAND USE: PROTECTED INDUSTRIAL DISTRICTS (IP)






ROAD SETBACKS:

40 FEET OFF AIRPORT ROAD RIGHT OF WAY

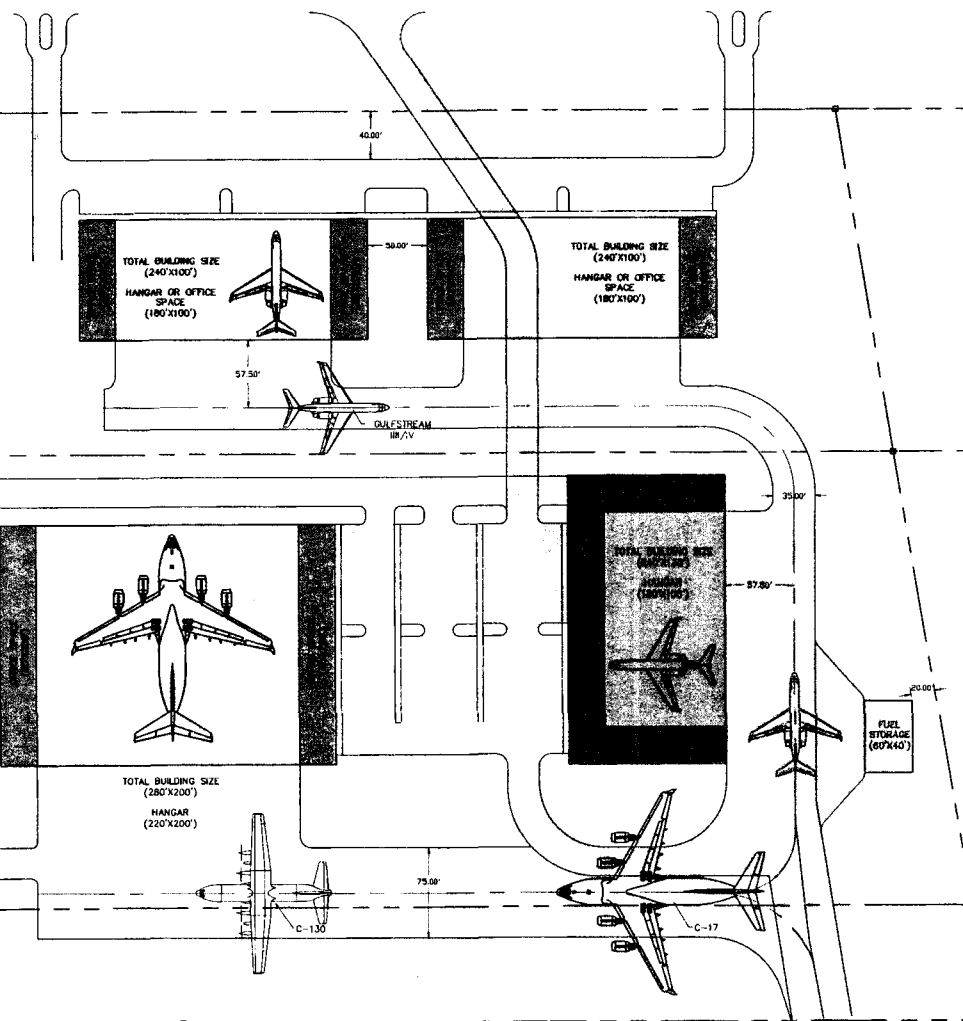
40 FEET OFF JOHN GIVENS ROAD RIGHT OF WAY

STORMWATER TREATMENT FACILITIES TO BE LOCATED OUTSIDE PROPERTY BOUNDARY, SUBJECT TO COUNTY NEGOTIATIONS.

LEGEND

-  INITIAL INFRASTRUCTURE
-  INITIAL HANGAR
-  INITIAL OFFICE
-  FUTURE HANGAR
-  FUTURE OFFICE

AIRPORT ROAD



AVCON

AVCON, INC.
Engineers & Planners

BOB SIKES AIRPORT
CRESTVIEW, FL

ADVANCED
TECHNOLOGY AIRPARK

ALTERNATIVE B

NOTES:
THIS DRAWING IS A PRELIMINARY DESIGN AND NOT FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

SCALE:

REVISION			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: J.R.G.
DRAWN BY: J.R.G.
CHECKED BY: V.C.L.
APPROVED BY: V.C.L.
DATE: 8/29/08

PROJECT NO. 2008.076.00

Attachment "A"

PERMITTED TENANTS

(Under Section 8.2)

Sunshine Aero Industries, Inc.

Flight Test and Flight Test Support Services

Provide aircraft, aircrew, maintenance, hangers, office space, ground support equipment, engineering, and aircraft modifications to conduct flight test and flight test support operations for Government and other Contractor Flight Test Organizations. These services will be provided under contracts with Sunshine Aero.

PERMITTED ACTIVITY

(Under Section 3.2)

Future Development

Licensee is proposing to develop "Crestview Technology Air Park, LLC" (CTAP) with multiple aircraft hangars and office facilities on privately owned property located adjacent to Bob Sikes Airport, North of Taxiway H.

To facilitate this development, the County hereby agrees to allow and assist Licensee to modify certain portions of the airport stormwater management facilities.

To facilitate this development, the County hereby agrees to allow Licensee to use the small strip of County land that exists between the end of the existing taxiway and Licensee's property for the purpose of building taxiway, at Licensee's expense.

Each future development must be approved by County.