

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2021
Contract/Lease Control #: L08-0337-AP
Procurement#: NA
Contract/Lease Type: REVENUE
Award To/Lessee: VENTURA COASTAL HIGHWAY, LLC
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 8/18/2020
Expiration Date: 07/11/2040
Description of: DAP BLOCK 1/LOT 4
Department: AP
Department Monitor: STAGE
Monitor's Telephone #: 850-651-7160
Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

PARTIAL SUBLEASE TO COASTAL INVESTMENTS, LLC 04/20/2021

LEXINGTON INSURANCE COMPANY

A stock company
99 High Street, Boston, MA 02110
COMMON POLICY DECLARATIONS
RENEWAL DECLARATION

POLICY NO: 41-LX-060371672-1
RENEWAL OF 41-LX-060371672-0

NAMED INSURED AND MAILING ADDRESS

VENTURA COASTAL HIGHWAY, LLC
101 KENT CT.
NICEVILLE, FL 32578

PRODUCER MAILING ADDRESS

93575

PREFERRED AVIATION UNDERWRITER
3321 N BERKLEY LAKE RD STE 200
DULUTH, GA 30096-0000

POLICY PERIOD: FROM 07/07/2021 TO 07/07/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

THE NAMED INSURED IS: Limited Liability Company (LLC) BUSINESS DESCRIPTION:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

		PREMIUM
COMMERCIAL PROPERTY	\$	2,495
COMMERCIAL GENERAL LIABILITY	\$	579
CRIME AND FIDELITY	\$	
COMMERCIAL INLAND MARINE	\$	444
PROFESSIONAL LIABILITY	\$	
CYBEREDGE	\$	
TOTAL PREMIUM	\$	3,518
POLICY PREMIUM	\$	3,518.00

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S) IF ANY, CONSTITUTE THE ENTIRE PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

CONTRACT#: L08-0337-AP
VENTURA COASTAL HIGHWAY, LLC
DAP BLOCK 1/LOT 4
EXPIRES: 07/11/2040

LEXINGTON INSURANCE COMPANY

A stock company
99 High Street, Boston, MA 02110
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO: 41-LX-060371672-1

RENEWAL OF: 41-LX-060371672-0

NAMED INSURED AND MAILING ADDRESS

VENTURA COASTAL HIGHWAY, LLC
101 KENT CT.
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PREFERRED AVIATION UNDERWRITER
3321 N BERKLEY LAKE RD STE 200
DULUTH, GA 30096-0000

POLICY PERIOD: FROM 07/07/2021 TO 07/07/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS :Limited Liability Company (LLC)

BUSINESS DESCRIPTION :

NOTICE:

Your Policy Provides Coverage For A Catastrophic Ground Cover Collapse That Results In The Property Being Condemned And Uninhabitable. Otherwise, Your Policy Does Not Provide Coverage For Sinkhole Losses. You May Purchase Additional Coverage For Sinkhole Losses For An Additional Premium.

LOCATION: 1 BUILDING: 1

PROPERTY AT YOUR PREMISES

ADDRESS: DESTIN EXECUTIVE AIRPORT, 1001 AIRPORT ROAD, DESTIN, FL 32541
BUILDING DESCRIPTION: AIRPLANE HANGAR-STORAGE BLOCK 1 LOT 4
PROTECTION CLASS: 3 CONSTRUCTION: NON-COMBUSTIBLE

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH AN AMOUNT OF INSURANCE IS SHOWN

COVERAGE	CAUSE OF LOSS	DED	COINSURANCE	AMOUNT OF INSURANCE
Building	Special Including Theft	\$1,000	100%	\$200,000

Agreed Value: \$200,000
Exp Date: 07/07/2022
Replacement Cost

WINDSTORM AND HAIL

Minimum Per Occurrence Deductible:\$10,000

LEXINGTON INSURANCE COMPANY
COMMERCIAL PROPERTY
RENEWAL DECLARATION

POLICY NO: 41-LX-060371672-1
INSURED: VENTURA COASTAL HIGHWAY, LLC

EFFECTIVE DATE: 07/07/2021
AGENT: PREFERRED AVIATION UNDERWRITER

LOCATION#	BUILDING#	DEDUCTIBLE
1	1	5%

TERRORISM RISK INSURANCE ACT IS INCLUDED \$22

TOTAL COMMERCIAL PROPERTY PREMIUM	\$2,495
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FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL PROPERTY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

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LEXINGTON INSURANCE COMPANY

A stock company
99 High Street, Boston, MA 02110
GENERAL LIABILITY
RENEWAL DECLARATION

POLICY NO: 41-LX-060371672-1

RENEWAL OF: 41-LX-060371672-0

NAMED INSURED AND MAILING ADDRESS

VENTURA COASTAL HIGHWAY, LLC
101 KENT CT.
NICEVILLE, FL 32578

PRODUCER MAILING ADDRESS

93575

PREFERRED AVIATION UNDERWRITER
3321 N BERKLEY LAKE RD STE 200
DULUTH, GA 30096-0000

POLICY PERIOD: FROM 07/07/2021 TO 07/07/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE	
GENERAL AGGREGATE	\$1,000,000
PRODUCTS – COMPLETED OPERATIONS AGGREGATE	EXCLUDED
PERSONAL INJURY & ADVERTISING INJURY	EXCLUDED
EACH OCCURRENCE	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	EXCLUDED ANY ONE PREMISES
MEDICAL EXPENSE	EXCLUDED ANY ONE PERSON

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1 1001 Airport Rd., Destin, FL 32541

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

INDIVIDUAL

PARTNERSHIP

JOINT VENTURE

TRUST

LIMITED LIABILITY COMPANY

ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

OTHER

BUSINESS DESCRIPTION: _____

LEXINGTON INSURANCE COMPANY
GENERAL LIABILITY
 RENEWAL DECLARATION

POLICY NO: 41-LX-060371672-1
INSURED: VENTURA COASTAL HIGHWAY, LLC

EFFECTIVE DATE: 07/07/2021
AGENT: PREFERRED AVIATION UNDERWRITER

LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1	Warehouses - private (For-Profit)	68706	Square Feet	2,515			

TERRORISM RISK INSURANCE ACT IS INCLUDED

\$6

GENERAL LIABILITY PREMIUM	\$579
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FORMS AND ENDORSEMENTS
 APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
 See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATIONS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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

Procurement/Contract/Lease Number: LO8-0337-AP Tracking Number: 428121
Procurement/Contractor/Lessee Name: Coastal Investments, LLC Grant Funded: YES ___ NO X
Purpose: Schlease Agreement
Date/Term: Upon completion of purchase 1. GREATER THAN \$100,000
Department #: NA 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: NA
Department: Airport Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 4-2-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
NO Federal funds Date: _____
Grants Coordinator

Risk Management Review

Approved as written: _____ Date: 4-2-2021
see email attached
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: _____ Date: 4-2-21
see email attached
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Friday, April 2, 2021 10:44 AM
To: DeRita Mason
Subject: RE: Coastal Investments LLC sublease

Approved by risk.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, April 2, 2021 10:39 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: Coastal Investments LLC sublease

Good morning,

Please review and approve.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, April 2, 2021 12:24 PM
To: DeRita Mason
Subject: RE: Coastal Investments LLC sublease

I didn't prepare it, the other party did. But I have reviewed it and discussed it with the Airports, it is approved for legal sufficiency.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, April 2, 2021 11:56 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: FW: Coastal Investments LLC sublease

Kerry,

Agnes advised me that you had approved and prepared the referenced sublease. Can you send me a legally sufficient email to go with my coordination sheet?

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator

PARTIAL SUBLEASE AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of April, 2021, by and between OKALOOSA COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"); in favor of COASTAL INVESTMENTS, LLC (hereinafter referred to as "Coastal" and also hereinafter referred to as "Partial Subtenant").

WITNESSETH:

WHEREAS, County and Ventura previously entered into a Lease Agreement dated August 18, 2020 (the " Lease"), consisting of the assignment and amendment between ROBERT E. LEE ("Lee"), Lessee, and VENTURA COASTAL HIGHWAY, LLC ("Ventura") as Assignee, and Okaloosa County, Florida through its Board of County Commissioners, under which VENTURA COASTAL HIGHWAY, LLC was assigned the Lease for hangar space L08-0337-AP, under prior lease with Lee dated September 9, 2008 for Block 1, Lot 4, and subject to that Renewal and Amendment to the Lease of June 16, 2020 between the County and Lee, with expiration of July 11, 2040, and

WHEREAS, Ventura desires to enter into a Partial Sublease Agreement with Subtenant, Coastal, for a portion of the described hangar under the Lease with Okaloosa County, and

WHEREAS, the Lease prohibits subletting all or any portion without County approval, and

WHEREAS, the County is hereby approving of this Partial Sublease Agreement in favor of Subtenant, Coastal.

NOW, THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above captioned recitals are true and correct.
2. County does hereby approve of Lessee Ventura subletting a portion (50%) of the leased premises subject to and in accordance with the terms of the Lease.
3. County does hereby agree that in the event of any default by either Lessee or Partial Subtenant under the terms of the Lease, the County shall notify Lessee and Partial Subtenant at the address shown of any said default and provide both parties with the same opportunity to cure any default (if any) under the terms of the Lease. In the event Partial Subtenant should wish to have notice sent to any other address, Partial Subtenant shall so notify the

CONTRACT#: L08-0337-AP
VENTURA COASTAL HIGHWAY, LLC
DAP BLOCK 1/LOT 4
EXPIRES: 07/11/2040

county of a change of address in writing by certified mail, return receipt requested to the attention of the Airport Department or authority as designated

4. The County's execution of this Agreement is to signify its consent to the execution and delivery of a Partial Sublease as noted herein. Neither Ventura nor Partial Subtenant, Coastal, shall have the right to further lease or sublease all or any portion of the premises described to any third party without the consent of the County.
5. Ventura and Coastal do hereby agree that County's consent to this Partial Sublease shall in no way constitute any modification nor novation of the terms of the Lease, and further that said Partial Sublease is and shall remain inferior to the Lease..

IN WITNESS WHEREOF, the County has executed this Agreement this 20th day of April, 2021.

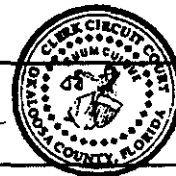
Mary A. Carson
Mary L. Carson

OKALOOSA COUNTY, a political subdivision of the State of Florida

By: Carolyn N. Ketchel
Name: Carolyn N. Ketchel
Chairman, Board of County Commissioners



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



Hannah Mueller
Witness #1 (print name below)
Hannah Mueller

[Signature]
Witness #2 (print name below)
Kasey Troutman

VENTURA COASTAL HIGHWAY, LLC

By: Matthew Maikowski
Matthew Maikowski, as President

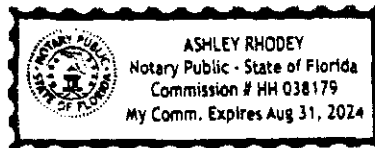
Date: March 19, 2021

STATE OF Florida
COUNTY OF Okaloosa

The foregoing was acknowledged before me this 19 day of March, 2021, MATTHEW MAIKOWSKI, President, of VENTURA COASTAL HIGHWAY, LLC, who is () personally known to me or () presented FL Driver License as identification.

Ashley Rhodey
NOTARY PUBLIC

Typed, Printed or Stamped Name of Notary
MY COMMISSION EXPIRES: 8/31/2024



SUBTENANT:

Hannah Marley
Witness #1 (print name below)

Hannah Marley

[Signature]

Witness #2 (print name below)

Rosey Freeman

(Corporate Seal)
COASTAL INVESTMENTS, LLC

By: [Signature]
Robert Gore, as President

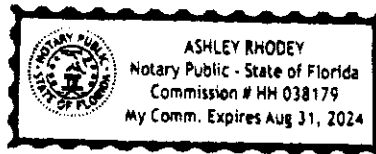
Date: 3-19-21

STATE OF Florida
COUNTY OF Okaloosa

The foregoing was acknowledged before me this 19 day of March, 2021, by ROBERT GORE, President, of COASTAL INVESTMENTS, LLC, and () who is ___ personally known to me, or () presented FL Driver License as identification.

Ashley Rhoady
NOTARY PUBLIC

Typed, Printed or Stamped Name of Notary
MY COMMISSION EXPIRES: 8/31/2024



PARTIAL SUBLEASE AGREEMENT

This Partial Sublease Agreement, hereinafter referred to as "Partial Sublease" is made and entered into this 20th day of April, 2021 by and between VENTURA COASTAL HIGHWAY, LLC (hereinafter "Ventura" and also referred to as "Landlord"), and COASTAL INVESTMENTS, LLC, (hereinafter "Coastal" and also referred to as "Partial Subtenant").

1. Demise, Description, and Use of Premises. Subject to and upon terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants, and obligations of the other hereunder, Landlord does hereby sublease, demise and let from Landlord those certain premises (hereinafter sometimes called the "Premises" or "Leased Premises") located at Hangar Space L080337-AP, Block 1, Lot 4, as more particularly described in the Hangar Lease Agreement Renewal and Amendment with Robert E. Lee Contract No. L08-0334-AP at the Destin Executive Airport, and made a part hereof, such Leased Premises being more particularly described as follows: approximately 50% of the Hanger, Approx 1256 square feet and made a part hereof, identified by the signatures or initials of Landlord and Subtenant.

The area described above represents Landlord's and Partial Subtenant's best conclusive estimate of the area comprising the Premises. In no event shall any obligation owed by Partial Subtenant to Landlord hereunder be altered in any way if the Premises should contain less than, or more than 1256 square feet.

2. Term and Lease Year. The term of this Partial Sublease shall commence on January 1, 2021 and terminate upon termination of the Prime Lease, provided however in the event that the term of the Prime Lease is extended then the term of this Partial Sublease shall automatically be extended to a date co terminus with the termination of the Prime Lease. In no event shall the termination of the Partial Sublease extend beyond the term of the Prime Lease and any extensions thereto. Partial Subtenant acknowledges that Landlord is not under any obligation to extend the term of the Prime Lease. The term "lease year" as used herein shall mean a 12-month period commencing on the first day of the Term hereof and ending on the last day of the twelfth full calendar month thereafter, and each successive twelve (12) month period shall be a Lease Year.

3. Base Rent. Partial Subtenant agrees to pay Landlord Base Rent without any offset or deduction whatsoever in lawful tender of the United States of America \$1.00 or elsewhere as designated from time to time by Landlord's written notice to Partial Subtenant.

Base Rent thereafter shall be paid on the first day of each month during the Lease Term.

4. Base Rent Increase. The amount of the Base Rent shall increase at the same time as, and in the same manner as, rent may be increased under the terms of that

certain Prime Lease. Any increase shall be negotiated between the parties hereto. Monthly payments of Base Rent shall be adjusted accordingly.

5. Warranties of Title and Quiet Possession. Landlord covenants that Landlord is the owner and holder of a leasehold interest in the Leased Premises under the terms of a certain Lease for Hanger Space as Lessee between the Landlord and Okaloosa County. The interest granted to Partial Subtenant herein is that of a Partial Subtenant. All terms and provisions of this Partial Sublease shall be subordinate to the terms of the Prime Lease.

6. Airplane Hangar. Partial Subtenant further acknowledges and agrees that at the termination of the Sublease, that ownership of the Hangar shall be vested in Okaloosa County pursuant to the terms of the Prime Lease, and that Partial Subtenant shall have no ownership, lien, lease, encumbrance, or any other interest of any nature whatsoever in said Hangar.

7. Limits of Representations. The Premises are leased "As Is"; and neither Landlord nor Landlord's agents have made any representations, warranties or promises with respect to the Premises or this Agreement, except as set forth in this Sublease. Partial Subtenant warrants, represents and acknowledges that Partial Subtenant has conducted a personal inspection of the Leased Premises, and that the same are acceptable to Partial Subtenant in its current "AS IS" condition.

8. Permitted and Prohibited Uses of Demised Premises

(a) The Premises shall be used and occupied solely and exclusively for an airplane Hangar.

Partial Subtenant shall not permit the use and occupation of the Premises for any other purposes without the written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion.

(b) Partial Subtenant shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased; and no use shall be made or permitted to be made of the Premises, or acts done, which will cause a cancellation of any insurance policy covering the building located or to be located on the Premises, or any part thereof, nor shall Partial Subtenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. Partial Subtenant shall, at its sole cost, comply with all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the Premises.

(c) Partial Subtenant shall not use or permit the Leased Premises, or any part thereof, to be used in any fashion which violates any law, statute, or regulation, or which violates any law, statute, or regulation, or which violates any of the restrictions set forth in the Prime Lease.

(d) Notwithstanding the foregoing, Partial Subtenant shall be entitled to assign this Sublease Agreement, or its stock or membership interests, to any trust, family limited partnership, or any entity necessary to reasonably accommodate Partial Subtenant's (or Partial Subtenant's principals) estate planning objectives, without the consent of Landlord; provided, however, Partial Subtenant shall notify Landlord of any such assignment in any event; and further provided that nothing herein shall be construed to mean that Okaloosa County's consent is not required.

9. Waste and Nuisance Prohibited. During the Lease Term, Partial Subtenant shall comply with all applicable laws affecting the Premises, and with the restrictions set forth in the Prime Lease. Partial Subtenant shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance.

10. Fixtures. All trade fixtures installed by Partial Subtenant on the Premises shall be new or completely reconditioned and shall remain Partial Subtenant's personal property, subject to Landlord's statutory lien for unpaid rent. At the expiration of the Sublease Term, Partial Subtenant may remove all its personal property that is removable without injury to or defacement of the Premises, but only if all rents and other charges are paid in full and Partial Subtenant is not otherwise in default under this Sublease; and further provided that any damage to the Premises resulting from such removal shall be simultaneously repaired at Partial Subtenant's sole expense. Partial Subtenant agrees that all personal property installed by Partial Subtenant in the Premises shall be at Partial Subtenant's sole risk and/or those claiming under Partial Subtenant. Landlord shall not be responsible to Partial Subtenant, or liable to Partial Subtenant for any loss resulting to Partial Subtenant caused in any manner whatsoever.

11. Abandonment of Premises. Partial Subtenant shall not vacate or abandon the Premises at any time during the Lease Term hereof. If Partial Subtenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Partial Subtenant and left on the Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be encumbered to Landlord.

12. Landlord's Right of Entry. Partial Subtenant shall permit Landlord, the agents and employees of Landlord, and the agent and employees of Okaloosa County, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs without any rebate of rent and without any liability to Partial Subtenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned, and shall permit Landlord and its agents and employees, at any time within the last twelve (12) months prior to the expiration of this Sublease, to place on the Premises any usual

or ordinary "To Let", "To Lease", or "For Sale" signs and exhibit the Premises to prospective tenants at reasonable hours.

13. Assignment Ineffective Without Consent.

(a) Except as described below, Partial Subtenant shall not have the right at any time to mortgage or assign this Sublease or to grant any sublease, concession or license, or to make any other assignment of its interest without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord's consent to a proposed assignment will not be unreasonably withheld if the proposed assignee, sublessee, licensee or concessionaire has a net worth and financial and business reputation satisfactory to Landlord), and if such proposed transferee expressly, in writing, assumes and agrees to perform all of Partial Subtenant's obligations under this Sublease and to be bound by all of the terms and conditions of this Sublease. Consent by Landlord to one or more assignments, sublettings or transfers shall not operate to exhaust Landlord's rights under this section, nor shall Landlord's consent to any assignment in any way operate to release Partial Subtenant from any of its obligations under this Sublease. Any attempt at assignment, subletting, mortgage or the granting of any unauthorized concession or license by Partial Subtenant, voluntary or involuntary, without such prior written consent, shall be void and of no force and effect; and Landlord's acceptance of rent from any party other than the named Partial Subtenant shall never be construed as Landlord's consent to any such unauthorized transfer but shall be deemed to be acceptance of payments made on behalf of Partial Subtenant.

(b) The transfer of Partial Subtenant's assets, stock or controlling interest shall be viewed as an assignment of this Sublease.

(c) No assignment or subletting shall be allowed unless also approved by Okaloosa County, pursuant to the terms of the Prime Lease.

14. Reserved.

15. Common Areas Defined. The term "Common Areas" shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint benefit of Landlord, Partial Subtenant and other tenants and occupants of the property which is the subject of the Prime Lease, and includes sidewalks, ramps, landscape areas, retaining or buffer walls, underground utilities, sewers and drains, and any other facilities provided for the general or beneficial use of the tenants or occupants of said Premises.

16. Grant of Use of Common Areas. Landlord grants to Partial Subtenant and its invitees during the Sublease Term, together with and subject to the same rights granted from time to time by Landlord to other tenants and occupants, the right to use the Common Areas for their respective intended purposes, subject to any Rules and Regulations promulgated by Landlord.

17. Landlord's Maintenance and Control. Landlord agrees to maintain and operate, or cause to be maintained and operated, the Common Areas. Landlord shall, as between Landlord and Partial Subtenant, at all times during the term have the sole and exclusive control, management, and direction of the Common Areas, and may at any time and from time to time during the Sublease Term, exclude and restrain any person from use or occupancy thereof, excepting, however, Partial Subtenant and other tenants of Landlord and bona fide invitees of either who make use of said areas for their intended purpose. The rights of Partial Subtenant in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with Partial Subtenant or resulting from Partial Subtenant's operations. Landlord may at any time and from time to time close all or any portion of the Common Areas to make repairs or changes to such extent as may, in the opinion of the Landlord, be necessary.

18. Modification by Landlord. The Common Areas are the private property of Landlord and are at all times subject to the control of Landlord, subject to the terms of the Prime Lease. Partial Subtenant agrees that Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas, whether the same shall be surface or underground, and of making such changes, rearrangements, additions or reductions to the Common Areas in any manner whatsoever that Landlord shall deem proper, or which are made as a result of any federal, state or local law, rule, regulation, guideline or order, including but not limited to, the location, relocation, enlargement, reduction or addition of accommodations for access to the Building by public transportation, driveways, entrances, exits, automobile parking spaces, employee and customer parking areas, the direction and flow of traffic, installation of prohibited areas, landscape areas, lighting facilities, and any and all other facilities of the Common Areas. Landlord may from time to time make, anywhere within the Building, alterations, reductions, or additions to the Common Areas or Building or any lands added thereto, construct additional buildings, or improvements on the Common Areas or elsewhere and make alterations thereto, and build additional stories on any buildings, and construct roofs, walls, and any other improvements. If the amount or type of the Common Areas are diminished, increased or otherwise altered, Landlord shall not be subject to any liability nor shall Partial Subtenant be entitled to any compensation nor diminution nor abatement of rent, nor shall the diminution, enlargement or alteration of such areas be deemed constructive or actual eviction.

19. Reserved.

20. Common Operating Cost Contribution. As Additional Rental, Partial Subtenant shall pay to Landlord the cost of electricity and or power for the premises. Landlord shall pay all water charges. Partial Subtenant shall not be responsible for any Pro Rata Share of all costs and expenses incurred by Landlord in connection with ownership, operation, and maintenance of the buildings in which the Leased Premises are located (collectively, the "Building") and Common Areas (hereinafter referred to as the "Common Operating Costs"), including, but not limited to the following: (a) the real estate taxes and assessments, including ad valorem and non-ad valorem, and personal property taxes, imposed upon the Building and surrounding lands by any governmental

or quasi-governmental authority ("Tax Contribution"); (b) Landlord's cost of contesting any real estate and personal property taxes and assessments for the Building; (c) Landlord's insurance, including, but not limited to, liability insurance for personal injury, death, and property damage; insurance covering the Building against fire and extended coverage, theft, vandalism, malicious mischief or other casualties; flood insurance; sinkhole insurance; and other insurance for the Building in amounts selected by Landlord; (d) cleaning, maintaining and repairing of the entire Building and Common Areas or any portion thereof or inclusive of the roof (except the portions of the Building to be maintained by the Tenants of the Building) and all equipment and personal property serving the Common Areas together with reasonable reserves therefore; (e) painting of the entire Building or any portion thereof or Common Areas, or the amortization of painting expense or establishment of a reserve therefore; (f) the maintenance, repair, and replacement of water, sewer, drainage, electric, and other utility lines and service serving the Building or Common Areas; (g) depreciation of equipment and personal property of Landlord used in connection with the cleaning, maintenance, repair, and operation of the Common Areas, and rent paid for the leasing of any such equipment and personal property; (h) the operation and maintenance of Building signs; (i) fire protection and fire hydrant charges; (j) water and sewer charges and electrical utilities for the Common Areas; (k) any required licenses, permit fees, monitoring, compliance, or operational requirements imposed by any governmental authority in connection with the Building, (l) lighting of the Common Areas; (m) sweeping, pressure cleaning, striping, sealing, painting and resurfacing of all parking areas, parking garages, roads, access ways and sidewalks; (n) the maintenance, planting, replanting, and replacement of landscaping (if any), and the maintenance of sprinkler or irrigation systems for such landscaping; (o) trash, refuse, solid waste, and garbage removal for the entire Building (unless at Landlord's option, Landlord requests Partial Subtenant to pay such costs directly to the entity providing trash removal service); (p) pest control and extermination services for the entire Building; (q) reserves for deferred repairs, maintenance and replacements; (r) the cost of installation, maintenance, and repair of all retrofitting or replacement of equipment or components thereof for energy or cost saving purposes; and (s) administrative fees. Landlord or its agents shall have the right to utilize its own employees in connection with the ownership, operation, and maintenance of the Building and Common Areas, and in that event, the Common Operating Costs shall include all payroll and other expenses relating to such employee(s) while performing said services. Notwithstanding the foregoing, there shall be excluded from the foregoing Common Operating Costs only the following: any maintenance and repairs paid for pursuant to any warranty or insurance policy, or by any Partial Subtenant or third party other than Landlord; principal and/or interest payments made on any mortgage encumbering the Building; real estate broker's commissions; depreciation of the improvements constituting the Building; and costs or expenses necessitated by the acts of any subtenant, or any employee, agent, or invitee of a Partial Subtenant, to the extent Landlord is able to collect such costs and expenses from the responsible Partial Subtenant. The foregoing list of Common Operating Costs shall not be deemed to impose any requirement that Landlord incur such expenses or provide such services to or on behalf of Partial Subtenant or in connection with the operation and maintenance of the Building and/or Common Areas.

21. Amount Payable. Partial Subtenant's Common Operating Cost Contribution, if any, shall be paid to Landlord monthly, on the first day of each and every calendar month throughout the term plus applicable sales taxes, on the basis of Landlord's good faith estimate of the Common Operating Costs Contribution, which may be revised by Landlord from time to time and at any time, by written notice to Partial Subtenant at least ten (10) days prior to the due date of the next Common Operating Cost Contribution.

22. Statements. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall prepare and deliver to Partial Subtenant a statement of all Common Operating Costs actually incurred by Landlord for the prior calendar year. If the statement reflects Partial Subtenant underpaid its Pro Rata Share of the actual Common Operating Costs, then within thirty (30) days after delivery of the statement or bill Partial Subtenant shall pay any deficiency, subject to the expense stop described in Paragraph 21 herein. If the statement reflects that Partial Subtenant overpaid its Pro Rata Share of the actual Common Operation Costs for the calendar year, then within thirty (30) days after the delivery of the statement or bill, Landlord shall refund the excess to Partial Subtenant or, at Landlord's option, direct Partial Subtenant to deduct such excess from future Rental Payments payable by Partial Subtenant. If this Sublease commences or terminates in the middle of a calendar year, Partial Subtenant's Pro Rata Share of all Common Operating Costs for such calendar year shall be prorated based upon the number of days in the calendar year after the Commencement Date, or prior to the termination date, and without regard to when any particular Common Operating Costs were actually incurred during the calendar year. If this Sublease terminates in the middle of a calendar year, then as soon as Landlord is able to determine Partial Subtenant's actual Pro Rata Share of Common Operating Costs for the portion of the year to the termination of this Sublease, Landlord shall notify Partial Subtenant of same, and within ten (10) days thereafter, Partial Subtenant shall pay any additional amount owed to Landlord, or Landlord shall refund to Partial Subtenant or apply against any other monies owed to Landlord any excess amount paid by Partial Subtenant.

23. Determination of Partial Subtenant's Responsibility. Partial Subtenant's pro-rata responsibility (also referred to throughout this Sublease as "Pro-Rata Share"), with Common Operating Cost Contributions shall be: none.

24. Special Provision for Separately Charged Common Operation Cost Contribution. Landlord may require Partial Subtenant to separately pay for any particular cost or expense relating to the Premises which would otherwise be included in the Common Operation Cost Contribution. Particular costs or expenses which may be required to be separately paid by Partial Subtenant may include, but are not limited to, additional insurance premiums incurred as a result of the particular Premises, business or equipment of Partial Subtenant.

25. Personal Property Taxes. Partial Subtenant shall pay, prior to delinquency, all taxes assessed or levied upon its leasehold interest, trade fixtures, furnishing, equipment, merchandise, and personal property of any kind owned, installed, or used by

Partial Subtenant in, on, or upon the Premises, and all alterations, changes, and additions thereto. Where possible, the parties shall cause the foregoing to be assessed and billed separately from the tax bill for the Building. In the event any or all of the foregoing shall be assessed and taxed with the real estate taxes for the Building, Partial Subtenant shall pay to Landlord the Partial Subtenant's share of such taxes as an additional Rental Payment within thirty (30) days after delivery to Partial Subtenant by Landlord of a statement in writing settling forth the amount of such real estate taxes and the portion thereof applicable to the foregoing.

26. Utilities and Related Charges. Partial Subtenant agrees to pay for all public utility services rendered or furnished to the Premises during the Lease Term, including (without limiting the same) electricity only.

27. Deleted.

28. Insurance.

(a) Landlord's Insurance. Landlord shall procure and maintain throughout the term of this Sublease, standard fire and extended coverage insurance and liability insurance (plus whatever endorsements or special coverage Landlord, in its sole discretion, may consider appropriate), on the Building. Partial Subtenant agrees to pay its pro rata share of such insurance coverage as part of the Common Operating Costs as provided for above. Partial Subtenant agrees that it will not keep, use, sell, or offer for sale, in or upon the Premises, any article which may be prohibited by the Landlord's standard broad form of fire and extended insurance policy, or which will increase the premiums charged on the policy covering the Building. In the event there is an increase in the premium charged by the insuring company or its authorized agent as a result of Partial Subtenant's use or occupancy of the Premises, Partial Subtenant shall pay as Additional Rent upon demand the increase in the premium. Partial Subtenant agrees to promptly make, at Partial Subtenant's sole cost and expense, any repairs, alterations, changes and/or improvements required by the company that issues Landlord's insurance policies so as to avoid the cancellation of, or the increase in premiums on said insurance.

(b) SubTenant's Insurance. Partial Subtenant shall, during the Sublease Term, at its sole cost, risk and obligation, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, unless the premises are already covered by the Landlord for same. If required, Subtenant shall maintain limits of public liability, aircraft liability and property damage insurance not less than One Million Dollars (\$1,000,000) combined single limit, subject to increase if either Landlord or Okaloosa County should so demand. Partial Subtenant shall also carry fire and extended coverage insurance for the full replacement value of all improvements, alterations, additions and partitions whether made or installed by Landlord or Partial Subtenant in the Premises; Partial Subtenant's personal property including, but not limited to, inventory, trade fixtures, equipment, furnishings and other personal property together with insurance against sprinkler damage, vandalism, theft and malicious mischief; and any and all other coverage which Partial Subtenant desires to carry or is required to carry by law. The policy

shall include Landlord, and any persons, firms or corporations having an insurable interest designated by Landlord from time to time, as additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company licensed to do business in the State of Florida and approved by Landlord. A copy of the policy or certificate of insurance shall be delivered to Landlord prior to delivery of possession of the Premises to Partial Subtenant and thereafter within thirty (30) days prior to the expiration of the term of each said policy. If Partial Subtenant fails to furnish Landlord with a copy of any insurance policy required to be furnished by Partial Subtenant to Landlord when due and such failure continues for ten (10) days after written notice from Landlord, Landlord may assess and collect an administrative fee of Twenty-Five and 00/100 Dollars (\$25.00) for each day such policy or certificate has not been received in the office of Landlord at the close of each business day. Additionally, if Partial Subtenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this Paragraph, Landlord may, but shall not be required to, secure and maintain such insurance policies and Partial Subtenant shall pay the cost thereof to Landlord, as Additional Rent, upon demand. All aircraft liability and public liability insurance shall be endorsed to include both Landlord and Okaloosa County as additional insureds thereon. All said policies shall provide that the insurer will not cancel or change the insurance without giving both Landlord and Okaloosa County thirty (30) days prior written notice, during which time either Landlord, or Okaloosa County, or both, shall have the right to cure any default on Partial Subtenant's behalf, in which event Partial Subtenant shall repay Landlord, Okaloosa County, or both, all such monies expended within thirty (30) days of date of demand. Partial Subtenant shall provide both Landlord and Okaloosa County with a copy of said insurance binder prior to taking occupancy of the Premises and as the policy is renewed each year.

(c) Indemnification of Landlord. Partial Subtenant shall indemnify both Landlord and Okaloosa County, and their respective agents, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Partial Subtenant of the Premises and Common Area or any part thereof, or occasioned wholly or in part by any act or omission of Partial Subtenant, its agents, contractors, employees, servants, tenants or concessionaires. In the event Landlord and/or its agents shall, without fault on their part, be made party to any litigation commenced by or against Partial Subtenant, then Partial Subtenant shall protect and hold Landlord, Okaloosa County and/or their respective agents harmless and shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by Landlord, Okaloosa County and/or their respective agents in connection with such litigation.

(d) Limitation on Landlord's Liability. Landlord and Landlord's agent and employees shall not be liable to Partial Subtenant or to anyone claiming under Partial Subtenant for damage to person or property resulting from (a) equipment or appurtenances becoming out of repair; (b) Partial Subtenant's failure to keep the Premises in repair; (c) injury done or occasioned by wind; (d) any defect in or failure of

the sprinkler system, plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam, pipes, stairs, porches, railings, or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running over of any tank, tub, washstand, water closet, waste pipe, drain, or any other pipe or tank, in or upon the Building or Premises, or noxious odors resulting therefrom, or the escape of steam or hot water; (h) water, or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Building or Premises or otherwise; (i) the falling of any fixtures, plaster, or stucco; (j) any act, omission, or negligence of co-tenants or other persons or occupants of the Building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property of Landlord; and (k) any act which might be considered directly caused by rodents, insects, bugs, or pests in general. Landlord agrees that Landlord and Landlord's agents shall be responsible, however, for their gross negligent acts hereunder, but only to the extent that any such damage or liability is not covered by perils against which Partial Subtenant is required by this Sublease to insure.

(e) Mutual Waiver of Subrogation. Regardless of any other provision hereof, each of the parties hereto hereby waives all claims against the other for loss or damage to its real and personal property located at or within the Building, resulting from fire or from risks included within the standard extended coverage endorsement and the vandalism or malicious mischief endorsement of the insurance required herein to be carried, provided the insurance is not invalidated by such waiver.

(f) Landlord's Right to Pay Premiums on Behalf of Partial Subtenant. All of the policies of insurance referred to herein shall be written in form satisfactory to Landlord and by insurance companies satisfactory to Landlord. All such insurance policies shall expressly waive any right of subrogation of the insurer against Landlord and the holder of any mortgages encumbering the Premises. Partial Subtenant shall pay all of the premiums therefor and deliver such policies, or certificates thereof, to Landlord; and, in the event of the failure of Partial Subtenant either to effect such insurance in the names herein called for or to pay the premiums therefor or to deliver such policies, or certificates thereof, to Lessor, Landlord shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Landlord with the next installment of rental, failure to repay the same carrying with it the same consequence as failure to pay any installment of rental. The insurance policy or policies required hereunder shall name Landlord and Partial Subtenant as insureds as their interests may appear, and each insurer shall agree by endorsement on the policy or policies issued by it or by independent instrument furnished to Landlord that it will give Landlord thirty (30) days written notice before the policy or policies in question shall be altered or canceled. Landlord agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Partial Subtenant. The insurer of any policies required hereunder shall be qualified to do business in the State of Florida and shall have a "Best" rating of A or better.

(g) Definition of Full Replacement Value. The term "full replacement value" of improvements as used herein shall mean the actual replacement cost thereof from time to time.

29. Repairs and Destruction of Improvements.

(a) Maintenance of Improvements. Partial Subtenant shall throughout the Lease Term, at its own cost and without any expense to Landlord, keep and maintain the Leased Premises, including all improvements of every kind which may be a part thereof and all appurtenances thereto, in good condition and repair. Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Leased Premises following Landlord's construction of the improvements described below. Partial Subtenant shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Leased Premises, the improvements thereon, or any activity or condition on or in such Leased Premises.

(b) Obligations and Rights Upon Casualty. In the event that the Building shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance (which is not caused by Partial Subtenant's intention acts, willful misconduct or gross negligence) and Landlord does not elect to terminate this Sublease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Building. If the Building shall (a) be destroyed or substantially damaged by a casualty not covered by Landlord's insurance; or (b) be destroyed or rendered untenable to an extent in excess of twenty-five percent (25%) of the first floor area by a casualty covered by Landlord's insurance; or (c) be destroyed or substantially damaged during the last two (2) years of the Lease Term; or (d) be destroyed or substantially damaged and the holder of a mortgage deed of trust or other lien on such building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect to either terminate this Sublease as hereinafter provided or to proceed to rebuild and repair the Building. Should Landlord elect to terminate this Sublease it shall give written notice of such election to Partial Subtenant within ninety (90) days after the occurrence of such casualty. If Landlord should not elect to terminate this Sublease, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Building. In the event of any damage or destruction to the Premises, Partial Subtenant shall, upon notice from Landlord, forthwith remove, at Partial Subtenant's sole cost and expense, such portion or all of Partial Subtenant's trade fixtures and all other personal property belonging to Partial Subtenant from such portion or all of the Premises as Landlord shall request. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Base Rent shall be reduced proportionately as to that portion of the Premises are untenable; however, there shall be no abatement of Additional Rent payments.

(c) Restoration. Landlord's obligation to rebuild and repair under this section is limited to restoring the Building to the extent insurance proceeds are available to do so. Landlord shall have no obligation to restore the Leased Premises to substantially the condition in which the same existed prior to such casualty. Partial Subtenant agrees that promptly after completion of restoration of the Building by Landlord, Partial Subtenant will proceed with reasonable diligence and at Partial Subtenant's sole cost and expense to restore, repair and replace all improvements, alterations, additions, trade fixtures, signs, equipment and other personal property comprising the Leased Premises in a condition to at least equal to that prior to its damage and destruction. The proceeds of all insurance carried by Partial Subtenant for reconstruction of said improvements and personally shall be held in trust by Partial Subtenant for the purpose of such repair and replacement.

30. Partial Subtenant's Work.

(a) Partial Subtenant's Work shall be deemed to be all of that work necessary to completely improve the Premises over and above the condition in which the Premises currently exist. Partial Subtenant will be responsible for obtaining any building permit required by any controlling governmental authority in connection with Partial Subtenant's Work, and Partial Subtenant's Work shall be performed in conformance with all controlling governmental ordinance, law, statutes, rules and regulations, and in conformance with any building permit issued by a controlling governmental authority. All of Partial Subtenant's Work shall be performed pursuant to properly and competently prepared plans and specifications, and by qualified, licensed and insured contractors and subcontractors. Landlord and Okaloosa County each reserve the right to approve and disapprove, workmanship and construction, and completion of improvements. Partial Subtenant agrees to perform and cause Partial Subtenant's contractor and subcontractors to perform Partial Subtenant's Work in a manner so as not to damage, delay, or interfere with any work being performed by Landlord or its contractors in the Premises or in or about any other portion of the Building, and to comply with all construction procedures and regulations described by Landlord and Okaloosa County for Partial Subtenant's Work and the coordination of such work with any work being performed by Landlord and its contractors.

(b) Approval of Plans and Specifications for Partial Subtenant's Work. Partial Subtenant shall prepare and submit to both Landlord and Okaloosa County, for their respective approval which shall not be unreasonably withheld, professionally prepared plans and specifications for Partial Subtenant's Work, which shall be in such detail as Landlord and Okaloosa County may reasonably require and shall include all improvements to be constructed by Partial Subtenant.

(c) Completion of Partial Subtenant's Work. Upon completion of Partial Subtenant's Work, Partial Subtenant shall obtain lien waivers for all contractors, subcontractors and suppliers, and Partial Subtenant shall provide Landlord with copies of such lien waivers and with any other evidence reasonably required by and satisfactory to Landlord that Partial Subtenant's Work has been paid for. It shall also be the sole

responsibility of Partial Subtenant to obtain a Certificate of Occupancy for any of Partial Subtenant's Work, or other similar document issued by the controlling governmental agency which allows Partial Subtenant to open the Premises to the public, and a copy of same shall be provided to Landlord.

(d) Conformance to Codes and Insurance Regulations. Any and all construction, improvements, additions, and modifications made and/or installed by either Landlord or Partial Subtenant shall be made or installed to conform to the minimum requirements of the insurance service office of the state having jurisdiction, insuring companies, the National Fire Protection Association, the national Board of Fire Underwriters, and all federal, state and municipal codes. All work will meet or exceed minimum requirements of The Americans with Disabilities Act (ADA) where applicable. Failure to conform to such minimum standards by Partial Subtenant shall constitute a default on the part of Partial Subtenant and if within twenty (20) days, Partial Subtenant has not commenced to cure and diligently pursues such curative action to completion, Landlord may declare Partial Subtenant in default hereunder.

(e) Partial Subtenant Alterations. Partial Subtenant agrees not to make any alterations or additions that would materially change the Premises or the appearance of same from that previously approved by Landlord, nor to install any additional equipment therein without, in each instance, obtaining the prior written consent of Landlord. All alterations and additions to the Premises shall be made in accordance with all applicable laws, and where applicable, Partial Subtenant shall be required to obtain all necessary governmental permits prior to commencing. In the event of making such alterations or additions as herein provided. Partial Subtenant hereby indemnifies and holds Landlord harmless from all expenses, liens, claims, or damages, to either persons or property or the Premises, arising out of or resulting from the undertaking, making of, or the existence of such alterations or additions. In the event Partial Subtenant, at any time during the Lease Term, removes any of its trade fixtures, any damage caused by such removal shall be repaired and the trade fixtures shall be replaced within three (3) business days with fixtures of similar quality and sufficient quantity to conduct Partial Subtenant's business.

(f) Partial Subtenant General Construction Requirements. Partial Subtenant and its contractors and subcontractors shall perform the construction or alterations in such manner so as not to obstruct access to the premises of any other tenant in the Building or to any part of the Common Areas; nor shall the performance of such original construction or subsequent alterations interfere with the transaction of business in the Building or disrupting any of other tenant's building services or equipment. Should Landlord determine that the performance of the original construction or subsequent alterations interferes with or disrupts business in the Building for reasons such as dust, noise, odors, debris, etc., then Landlord may direct Partial Subtenant to perform such work after normal business hours. In the event Partial Subtenant, Partial Subtenant's contractors, or anyone acting for and on behalf of Partial Subtenant, causes or leaves debris, garbage or refuse in Landlord's premises or outside the Premises, during original construction or alteration and fails to immediately clean up the same, Landlord may in its sole discretion cause the same to be done and bill Partial Subtenant for its

costs (including without being limited to the same; labor, material, outside services and use of equipment). Payment for any such billing shall be due upon demand.

31. Liens.

(a) Partial Subtenant's Duty to Keep Premises Free of Liens. Partial Subtenant shall keep all of the Leased Premises and every part thereof free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Partial Subtenant, any alteration, improvement, or repairs or additions which Partial Subtenant may make or permit or cause to be made, or any work or construction by, for, or permitted by Partial Subtenant on or about the Premises, or any obligations of any kind incurred by Partial Subtenant; and Partial Subtenant shall at all times promptly and fully pay and discharge any and all claims upon which any such lien may or could be based and to indemnify Landlord and all of the Premises, and improvements thereon, against all such liens and claims of liens and suits or other proceedings pertaining thereto. Partial Subtenant shall give Landlord written notice no less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement, or repair in order that Landlord may post appropriate notices of Landlord's non-responsibility.

Nothing in this Sublease shall be construed as in any way constituting a consent or request by Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration, or repair of or to the Premises or improvement thereon or to any part thereof. Pursuant to Section 713.10, Florida Statutes, it is the intent of the parties hereto that Landlord's interest in the Premises shall not be subject to any liens filed because of Partial Subtenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. The Memorandum of this Sublease provided for below shall expressly give notice of and prohibit such liability by Landlord. Partial Subtenant shall notify in writing any contractor making any such improvements of this prohibition of Landlord's liability prior to entering into any contract for the construction of such improvements, and Partial Subtenant shall give Landlord written evidence of such notice to contractor within ten (10) days after receipt of request by Landlord for such evidence.

(b) Contesting Liens. If Partial Subtenant desires to contest any such lien, it shall notify Landlord of its intention to do so within ten (10) days after the filing of such lien. In such case, and provided that Partial Subtenant shall, on demand, protect Landlord by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of such contest, Partial Subtenant shall not be in default hereunder until ten (10) days after the final determination of the validity thereof, within which time Partial Subtenant shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not in any case be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Partial Subtenant hereunder. In the event of any such contest, Partial Subtenant shall protect

and indemnify Landlord and Okaloosa County against all loss, expense, and damage resulting therefrom.

32. Indemnification of Landlord and Okaloosa County. Neither Okaloosa County nor Landlord shall be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Partial Subtenant or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Partial Subtenant or of any occupant, subtenant, visitor, or user of any portion of the Premises; and Partial Subtenant shall indemnify Landlord and Okaloosa County against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage, including court costs, attorneys' fees expended or incurred in connection therewith, including time charged by paralegal or other staff members operating under the supervision of an attorney, and such costs as photocopying and depositions, whether at trial or on appeal, incurred by Landlord in enforcing this indemnity. Partial Subtenant hereby waives all claims against Landlord and Okaloosa County for damages to the Building and improvements that are now or hereafter placed or built on the Premises and to the property of Partial Subtenant in, on, or about the Premises and for injuries to persons or property in or about the Premises from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the gross negligence or intentional misconduct of Landlord, its agents, or employees.

33. Prohibition of Involuntary Assignment; Effect of Bankruptcy or Insolvency.

(a) Prohibition of Involuntary Assignment. Neither this Sublease nor the leasehold estate of Partial Subtenant nor any interest of Partial Subtenant hereunder in the Premises or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise, or interstate succession); and any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

(b) Effect of Bankruptcy. Without limiting the generality of the provisions of the preceding Paragraph (a) of this Section, Partial Subtenant agrees that in the event any proceedings under the Federal Bankruptcy Code or any amendment thereto be commenced by or against Partial Subtenant, and, if against Partial Subtenant, such proceedings shall not be dismissed within ninety (90) days, or in the event Partial Subtenant is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Partial Subtenant is a party, with authority to take possession or control of the Premises or the business conducted thereon by Partial Subtenant, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph (a) of this Section shall be deemed to constitute a breach of this Sublease by Partial Subtenant and shall, at the election of Landlord but not otherwise, without notice or entry or other action of

Landlord, terminate this Sublease and also all rights of Partial Subtenant under this Sublease and in and to the Premises and also all rights of any and all persons claiming under Partial Subtenant.

34. Eminent Domain. If the whole of the Premises or such portion thereof as will make the Premises unusable for the purposes herein leased be condemned by and legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities; and rental shall be accounted for between Landlord and Partial Subtenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Partial Subtenant hereunder. It is expressly agreed that Partial Subtenant shall not have any right or claim to any part of any award made to or received by Landlord for such taking.

35. Subordination and Attornment. It is understood and agreed that the Premises are or will be and remain subject to a mortgage or mortgages to secure indebtedness of Landlord to the mortgagee(s) thereunder. In order to further secure said indebtedness, Landlord and Partial Subtenant hereby covenant for themselves and for the benefit of said mortgagee(s) that this Sublease shall be subject and subordinate to any mortgage(s) which may now or hereafter affect the Premises and to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases in the amount secured thereby, or supplements thereto; provided, however, that without limiting any of the foregoing provisions, in the event that by reason of any default on the part of Landlord any mortgagee succeeds, to the interest of Landlord hereunder, then, at the sole option of the mortgagee, this Sublease may nevertheless continue in full force and effect, and Partial Subtenant shall and does hereby agree to attorn to such mortgagee and to recognize such mortgagee as Landlord. Partial Subtenant hereby constitutes and appoints Landlord and/or the mortgagee as Partial Subtenant's attorney-in-fact to execute and deliver any such agreement of attornment for and on behalf of Partial Subtenant. It is further covenanted that:

(a) The provisions of any such mortgage(s) shall govern with respect to the disposition of proceeds of insurance or condemnation or eminent domain awards.

(b) Without the prior consent of the mortgagee(s) in writing, Partial Subtenant shall not prepay rent under the terms of this Sublease for more than two (2) months in advance, enter into any agreement with Landlord to amend or modify this Sublease in any material respect, voluntarily surrender the Premises, or terminate this Sublease; and Landlord shall not release Partial Subtenant from the obligations under this Sublease whether or not any assignment or subletting of the Premises or any part thereof is permitted.

In the event of any act or omission by Landlord which would give Partial Subtenant the right to terminate this lease, Partial Subtenant shall not exercise any such right until it shall have given thirty (30) days' prior written notice thereof to the

mortgagee(s), during which time Landlord and the mortgagee(s), their agents or employees, shall be entitled to enter the Premises and do therein whatever may be necessary to remedy the default by Landlord. This provision is included to advance the credit and financial future of the Premises and shall inure to the benefit of the successors and assigns of any present or future mortgagee(s) of the Premises and/or any purchaser of the Premises after default and entry or reentry pursuant to agreement, legal proceedings, or sale, and to the heirs, representatives, successors or assigns of such purchaser.

Upon an attornment by Partial Subtenant as provided above, this Sublease shall continue in full force and effect as a direct lease between Partial Subtenant and the mortgagee or purchaser except that such mortgagee or purchaser shall not be (a) liable for any previous act or omission by Landlord under this Sublease, (b) subject to any offset of rent which shall have accrued previously to Partial Subtenant against Landlord, (c) bound by any previous modification of this Sublease not expressly provided for herein, or (d) bound by any previous prepayment of rent for a period greater than sixty (60) days, unless such modification or prepayment shall have been expressly approved in writing by the applicable mortgagee.

36. Estoppel Letters. Partial Subtenant, upon demand at any time or times, shall execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Sublease and Partial Subtenant's rights hereunder to the lien of any mortgage or mortgages that may now or hereafter affect the Premises or any part thereof, and/or to certify the fact that this Sublease is in good standing or to specify any defaults which Partial Subtenant may then claim or assert against Landlord, and/or to certify the date to which rent has been paid and the amount of any prepayments of rent or security deposits made by Partial Subtenant hereunder. If within three (3) days after request by Landlord as aforesaid, Partial Subtenant does not execute and deliver such instrument(s), then Partial Subtenant hereby irrevocably appoints Landlord as its attorney-in-fact coupled with an interest with full power and authority to execute and deliver the same in the name of and on behalf of Partial Subtenant; and the same shall in all events be binding on Partial Subtenant.

37. Notice of Default to Partial Subtenant. Partial Subtenant shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required herein unless Landlord shall first give to Partial Subtenant three (3) days' written notice of such default and Partial Subtenant fails to cure such default within such three (3) days.

38. Partial Subtenant's Default. Partial Subtenant shall be deemed in default hereunder in the event Partial Subtenant fails to keep and perform any of its covenants or obligations hereunder. In the event of any breach of this Sublease by Partial Subtenant, Landlord, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises; and such

property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Partial Subtenant. Should Landlord elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Sublease or may from time to time, without terminating this Sublease, re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and on such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises for Partial Subtenant's benefit. On each such re-letting (a) Partial Subtenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord; and the amount, if any, by which the rent reserved in this Sublease for the period of such re-letting (up to but not beyond the Sublease Term) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or (b) at the option of Landlord, rents received by Landlord from such re-letting shall be applied first to the payment of any indebtedness, other than rent due hereunder from Partial Subtenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Partial Subtenant has been credited with any rent to be received by such re-letting under option (a) hereof and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof during any month is less than that to be paid during that month by Partial Subtenant hereunder, Partial Subtenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and due and payable in full immediately upon Landlord's demand. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Sublease unless a written notice of such intention is given to Partial Subtenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach. Should Landlord at any time terminate this Sublease for any breach, in addition to any other remedy it may have, Landlord may recover from Partial Subtenant all damages incurred by reason of such breach, including the cost of recovering the Premises and the full amount of Base Rent and Additional Rent, and other charges equivalent to rent reserved in this Sublease for the remainder of the Lease Term immediately payable in full upon Landlord's demand for the same.

39. Landlord's Right to Perform. In the event that Partial Subtenant by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed shall be in default hereunder and such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying the nature of the act or thing to be done or performed, then Landlord may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if Landlord shall so elect), and Landlord shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Partial Subtenant on account thereof; and Partial Subtenant shall repay to Landlord, on demand,

the entire expense thereof, including compensation to the agents and employees of Landlord. Any act or thing done by Landlord pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by Partial Subtenant, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of Landlord, hereunder or otherwise. All amounts payable by Partial Subtenant to Landlord under any of the provisions of this Sublease, if not paid when the same become due as in this Sublease provided, shall bear interest from the date they become due until paid at the maximum contract rate of interest permitted by law.

40. Waiver. The waiver by Landlord of, or the failure of Landlord to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any such term, covenant or condition, subsequent breach of the same, or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Partial Subtenant of any term, covenant, or condition of this Sublease, other than the failure of Partial Subtenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

41. Remedies Cumulative. All remedies herein before and hereafter conferred on Landlord shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

42. Landlord's Default. In the event Landlord is in default hereunder, Partial Subtenant shall give Landlord written notice thereof and Landlord shall have the right to cure such default within thirty (30) days of receipt of notice thereof; provided, however, that if such default is of a nature which requires a greater number of days to cure, Landlord shall not be deemed in default hereunder if Landlord commences an appropriate cure of such default within such thirty (30) days and thereafter diligently proceeds to complete the cure thereof.

43. Landlord's Liability. If Landlord, or any successor in interest, shall be a non-incorporated entity, there shall be no personal liability on any individual or member of such non-incorporated entity regarding any of the provisions under this Sublease. In the event of a breach of Landlord, Partial Subtenant shall look solely to the equity of Landlord in the Premises for the satisfaction of the remedies of Partial Subtenant. Partial Subtenant shall, in the event of the sale, transfer or assignment of Landlord's interest in the Premises or, in the event of any proceedings brought for the foreclosure of any mortgage covering the Premises, attorn to recognize such purchaser or mortgagee as Landlord under this Sublease. In the event of any sale or sales of such real property, or assignment, transfer, or other conveyance of its rights under this Sublease, the said Landlord shall be automatically and entirely released of all covenants and obligations of Landlord hereunder; and it shall be deemed and construed, without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or the successor to Landlord by reason of any assignment, transfer, or other

conveyance of its rights under this Sublease, that such purchaser or successor has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

44. Surrender of Leased Premises. Partial Subtenant shall pay the rent and all other sums required to be paid by Partial Subtenant hereunder in the amounts, at the times, and in the manner herein provided and shall keep and perform all the terms and conditions hereof on its part to be kept and performed. Upon the expiration of the Lease Term, Partial Subtenant shall surrender the Premises in the same condition as existing upon delivery of possession thereof under this Sublease except as otherwise allowed herein, reasonable wear and tear only excepted, and shall surrender all keys for the Premises to Landlord at its address then fixed for the payment of rent. Partial Subtenant shall remove all its furniture and furnishings and any alterations or improvements before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Partial Subtenant's obligation to observe or perform this covenant shall survive the expiration or termination of the Lease Term.

45. Effect of Partial Subtenant's Holding Over. If Partial Subtenant holds over in possession of the Premises after the expiration of the Lease Term without the consent of Landlord and without renewing this Sublease by some further instrument in writing, then such holdover shall be construed to be a tenancy at sufferance; and the mere payment or acceptance of rent shall not be construed to be renewal of the Lease Term.

In the event the holdover is continued with the written consent of Landlord, which consent will be in Landlord's sole discretion, then the tenancy shall be a tenancy at will from month to month at double the monthly rental required to be paid by Partial Subtenant for the period immediately prior to expiration of the term hereof and shall otherwise be on the terms and conditions herein specified, so far as applicable, except that either party may terminate this Sublease by giving not less than fifteen (15) days' notice prior to the end of any monthly period.

46. Sales Tax. Along with and in addition to each monthly Base Rent payment or Additional Rent payment, including all expenses to be Additional Rent, Partial Subtenant shall pay to Landlord all applicable sales and privilege taxes.

47. Late Charge. Should Partial Subtenant fail to timely pay any rent, additional rent, charges or billings more than two (2) times during any Lease Year, then in addition to all the rights and remedies of Landlord under this Sublease, Landlord shall have the right, in its sole discretion, without any notice to Partial Subtenant and without further demand, to collect a late charge equal to five percent (5%) of the payment then due.

48. Notices. All notices, demands, or other writings in this Sublease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Landlord: Ventura Coastal Highway, LLC
Attn: Matthew Maikowski
101 Kent Court
Niceville, FL 32578

To Subtenant: Coastal Investments, LLC
Attn: Robert R. Gore
981 Highway 98 East, Suite 3
Destin, Florida 32541

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

49. Attorney's Fees. If any action at law or in equity shall be brought to recover any rent under this Sublease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Partial Sublease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs all reasonable costs, charges and expenses, including without limitation attorneys' fees, paralegals' fees, or other legal costs expended or incurred in connection therewith, at trial or on appeal, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered, including without limitation, all court costs, attorneys' fees, paralegals' fees, and other costs incurred in the enforcement of any indemnity hereunder.

50. Time of the Essence. Time is of the essence of this Partial Sublease and of each and every covenant, term, condition, and provision hereof.

51. Section Captions. The captions appearing under the Section number designations of this Sublease are for convenience only and are not a part of this Sublease and do not in any way limit or amplify the terms and provisions of this Sublease.

52. Parties Defined, Use of Pronoun. The word "Partial Subtenant" shall be deemed and taken to mean each and every person or party mentioned as Partial Subtenant herein, be the same one or more, and if there shall be more than one such person or party, any notice required or permitted by the terms of this Sublease may be given by or to anyone thereof. The term "Landlord" shall refer only to the current owner of the fee interest in the Premises. The use of the neuter singular pronoun to refer to Landlord or Partial Subtenant shall be deemed a proper reference even though Landlord or Partial Subtenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Sublease apply in the plural sense where there is more than one Landlord or Partial Subtenant, and to either corporations, associations, partnerships or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

53. Consent and Approval. Whenever this Sublease specifies that either party has the right of consent or approval if either party shall desire the consent or approval of the other on any matter regarding this Sublease, such consent or approval shall be effective only if in writing and signed by the consenting or approving party.

54. Relationship of Parties. Nothing in this Partial Sublease shall be deemed or construed so as to create the relationship of principal and agent, partnership, joint venture or of any association between the parties including, but not limited to, the computation of rent, or any other act of the parties, it being understood that the parties' sole relationship hereunder is that of Landlord and Partial Subtenant.

55. Entire Agreement; Modification. This Partial Sublease embodies and constitutes the entire understanding between the parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Sublease. Neither this Sublease nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

56. Legal Interpretation. Landlord and Partial Subtenant acknowledge that this Partial Sublease was fully and jointly negotiated by the parties hereto and agree that there shall be no presumption that this Sublease should be more severely construed against either party because such party may have drafted the particular language being construed.

57. Binding Effect. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, personal representatives, and assigns of all of the parties hereto; and, except as provided for herein all of the parties hereto shall be jointly and severally liable hereunder.

58. Partial Invalidity. If any term, covenant, or condition of this Partial Sublease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Partial Sublease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Partial Sublease shall be valid and be enforced to the fullest extent permitted by law.

59. Applicable Law. This Partial Sublease is made in and shall be construed according to the laws of the State of Florida.

60. Zoning Ordinances and Restrictions. This Partial Sublease, including but not limited to the Renewal Option provided for herein is subject to all easements and

restrictions of record and all zoning ordinances and restrictions and limitations of record regarding the same.

61. Limited Liability Company as Subtenant. Inasmuch as Subtenant herein is a limited liability company, simultaneously with the execution of this Partial Sublease Subtenant shall deliver to Landlord a properly executed corporate resolution authorizing said Company to enter into this Sublease, together with a Certificate of Incumbency for said Company; and Partial Subtenant shall also furnish to Landlord a Certificate a Good Standing from the state of its formation, which certificate shall show that said corporation is validly incorporated and is in good standing under the laws of that state and is duly qualified as a foreign corporation in Florida.

62. Brokerage. Subtenant does hereby warrant and represent to Landlord that Subtenant has been represented by Michael J. Schofield of Clark Partington Attorneys At Law, in the negotiations of this Sublease. Partial Subtenant does hereby agree to hold Landlord harmless, and indemnify Landlord, against any and all claims for damages made by any other broker claiming by or through Partial Subtenant.

IN WITNESS WHEREOF, the parties have executed this Partial Sublease on the day and year first above written.

LANDLORD

Hannan Mark
Witness #1 (print name below)
Hannan Mark
[Signature]
Witness #2 (print name below)
Kasay Troutman

VENTURA COASTAL HIGHWAY, LLC

By: Matthew Maikowski
Matthew Maikowski, as President

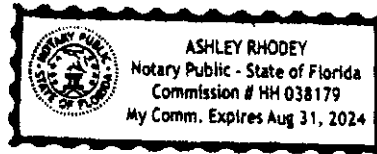
Date: March 19, 2021

STATE OF Florida
COUNTY OF Okaloosa

The foregoing was acknowledged before me this 19 day of March 2, 2021, by MATTHEW MAIKOWSKI, as President, of VENTURA COASTAL HIGHWAY, LLC, who is personally known to me or presented FL Driver License as identification.

Ashley Rhoddy
NOTARY PUBLIC

Typed, Printed or Stamped Name of Notary
MY COMMISSION EXPIRES: 8/31/2024



{This space intentionally left blank}

SUBTENANT:

Hannah March
Witness #1 (print name below)
Hannah March
[Signature]
Witness #2 (print name below)
Kasey Trautman

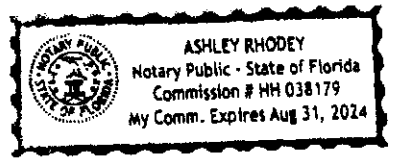
(Corporate Seal)
COASTAL INVESTMENTS, LLC
By: [Signature]
Robert Gore, as President
Date: 3-19-21

STATE OF Florida
COUNTY OF Okaloosa

The foregoing was acknowledged before me this 19 day of March, 2021, by ROBERT GORE, as President, of COASTAL INVESTMENTS, LLC, and who is personally known to me, or presented FF Driver License as identification.

Ashley Rhodey
NOTARY PUBLIC

Typed, Printed or Stamped Name of Notary
MY COMMISSION EXPIRES: 8/31/2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2020

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 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 Lima Bravo Aviation, LLC 16175 SE 179th St. Weirsdale, FL 32195	CONTACT Lee Blankenship NAME: PHONE (A.C. No, Ext): 386-589-0322 FAX (A.C. No): 352-821-0287 E-MAIL: lee@limabravoaviation.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ventura Coastal Highway, LLC 101 Kent Street Niceville, FL 32578	INSURER A: Lexington Insurance Company NAIC #: 93575	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 0001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	GENERAL LIABILITY	<input checked="" type="checkbox"/>	Y	41-LX-060371672-0	07/07/2020	07/07/2021	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DED							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N				E.L. EACH ACCIDENT	\$
			<input type="checkbox"/> N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Property	<input checked="" type="checkbox"/>		41-LX-06371672-0	07/07/2020	07/07/2021	Building	200,000

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

* "Airplane Hangar-Storage Block 1 Lot 4 at the Destin Executive Airport located at 1001 S. Airport Road Destin, FL 32541"
*Okaloosa County is listed as an additional insured. The insurers will not cancel or change the insurance without first giving the county thirty (30) days prior written and ten (10) days notice for non-payment of premium.

L08-0337-AP

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 302 Wilson Street, Suite 301 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 AUT <i>Lee Blankenship</i>

CONTRACT #: L08-0337-AP
VENTURA COASTAL HIGHWAY, LLC.
DAP BLACK 1/LOT 4
EXPIRES: 07/11/2040

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/19/2020

Contract/Lease Control #: L08-0337-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: VENTURA COASTAL HIGHWAY, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/18/2020

Expiration Date: 07/11/2040

Description of: DAP BLOCK 1/LOT4

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: LO8-0337-AP Tracking Number: 4076-20
Procurement/Contractor/Lessee Name: Ventura Coastal Highway Grant Funded: YES ___ NO X
Purpose: assignment
Date/Term: 7-11-2040 1. GREATER THAN \$100,000
Department #: 4210 R 2. GREATER THAN \$50,000
Account #: 344161 3. \$50,000 OR LESS
Amount: 3,768.00
Department: Airports Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-13-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr

2CFR Compliance Review (if required)

Approved as written: NO federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-21-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 7-21-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, July 21, 2020 7:29 AM
To: DeRita Mason
Cc: Lynn Hoshihara NGN-Tally
Subject: RE: AOL L08-0337-AP

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 21, 2020 8:28 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: FW: AOL L08-0337-AP

Please review and approve.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Lisa Price
Sent: Tuesday, July 21, 2020 10:43 AM
To: DeRita Mason
Subject: RE: AOL L08-0337-AP

This is approved for insurance purposes.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 21, 2020 7:46 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: AOL L08-0337-AP

Lisa,

I couldn't remember if I sent this to you or not so I am sending again.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department



DATE ISSUED 01/24/2020

NAMED INSURED Ventura Coastal Highway, LLC and its individual executive officers and members

ADDRESS OF INSURED 101 Kent Court
Niceville, FL 32758

INSURANCE COMPANY American National Property and Casualty Company

POLICY NUMBER AC-04641-00

POLICY EFFECTIVE DATE 01/24/2020

POLICY EXPIRATION DATE 01/24/2021

CERTIFICATE EFFECTIVE 01/24/2020

AIRCRAFT COVERED N622VH 2019 Super Petrel (Light Sport Amphibian)

Aircraft Liability Coverage

	LIMIT OF COVERAGE
PART THREE. LIABILITY TO OTHERS	
DL. SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COVERAGE	\$1,000,000 Each Occurrence
Passengers Coverage Limited to:	\$100,000 Each Passenger

This Certificate is issued to the following Certificate Holder:

County of Okaloosa
1001 Airport Rd.
Destin, FL 32541

We agree to provide notice of cancellation or non-renewal to the named Certificate Holder if the policy should be cancelled or non-renewed by the Company in accordance with the notice requirements provided by the Policy.

The coverage provided by the Policy is subject to all the Policy's terms, conditions and exclusions. This certificate is issued as a matter of information only and does not affirmatively, nor negatively amend, extend or alter the coverage afforded by the policy.

THE COMPANY BY ENDORSEMENT TO THE POLICY AGREES TO EXTEND COVERAGE TO THE NAMED CERTIFICATE HOLDER UNDER THE NAMED INSURED'S COVERAGE UNDER PART THREE, LIABILITY TO OTHERS, FOR AN OCCURRENCE ARISING OUT OF THE NAMED INSURED'S OPERATIONS AS APPLICABLE.

ACCELERATION AVIATION UNDERWRITERS, INC.
Aviation Managers

**CONSENT TO ASSIGNMENT OF LEASE
ROBERT E. LEE TO VENTURA COASTAL HIGHWAY, LLC
AND LEASE AMENDMENT FOR L08-0337-AP
HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 18 day of AUG, 2020, hereby approves of the assignment and amendment between Robert E. Lee ("Lessee") and Ventura Coastal Highway, LLC ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into a Lease for Hangar Space, L08-0337-AP with Robert E. Lee on September 9, 2008 with an expiration date of July 11, 2020 for Block 1 Lot 4. On June 16, 2020, County and Robert E. Lee signed a Renewal and Amendment to the Hangar Lease with a current expiration date of July 11, 2040; and

WHEREAS, Lessee desires an Assignment of Lease from Robert E. Lee to Ventura Coastal Highway, LLC; and

WHEREAS, in accordance with Section 26 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

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

I. CONSENT TO ASSIGNMENT

1. In accordance with Section 26 of L08-0337-AP, the County hereby consents to this assignment of the Lessee interest of Robert E. Lee to Ventura Coastal Highway, LLC.

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

II. AMENDMENT TO THE LEASE AGREEMENT

L08-0337-AP is hereby amended as follows:

3. Section 14 titled "Insurance" is hereby deleted and replaced with Exhibit D:
4. Section 25 titled "Notices", is hereby deleted and replaced as follows:

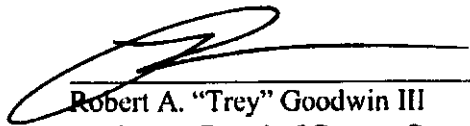
Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first-class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless 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: Ventura Coastal Highway, LLC, Matthew Maikowski 101 Kent Court Niceville, Florida 32578

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

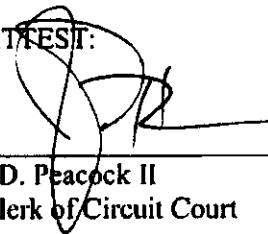


Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

Date: AUG 18 2020



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



LESSEE

[Signature]
Robert E. Lee
Date: 7/21/2020

ATTEST:

[Signature]
Witness
[Signature]
Witness

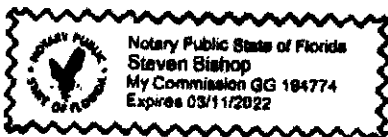
ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means or X physical presence or online notarization, this July 23, 2020 by Robert E. Lee. He/She is personally known to me or has produced _____ as identification

Sworn and subscribed before me this 23rd day of July, 2020

[Signature]
NOTARY (Signature)
Steven Bishop
NOTARY (Printed Name)



Commission Number: GG 194774

LESSEE

Matthew D. Maikowski

Matthew D. Maikowski

Date: 7/31/2020

ATTEST:

Ruse Bartlett

Witness

Ashley Bbody

Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means or physical presence or online notarization, this July 31, 2020 by MATTHEW D. MAIKOWSKI. He/She is personally known to me or has produced FL Driver License as identification

Sworn and subscribed before me this 31 day of July, 2020

[Signature]
NOTARY (Signature)

Tracy A Goodman
NOTARY (Printed Name)

Commission Number: 66 072308

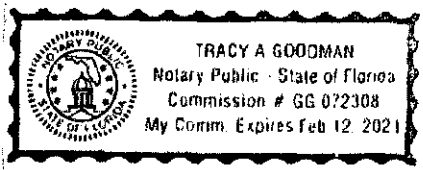


Exhibit D
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGER LEASES

INSURANCE REQUIREMENTS

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Beat & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day's prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

WORKERS' COMPENSATION INSURANCE

1. If applicable: The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County
2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.
5. If contractor is exempt, proof of the exemption from the State is required. Any subcontractors used must show proof of Workers Compensation with the waiver of subrogation in favor of Okaloosa County. Note: Okaloosa County reserves the right to require Workers Compensation coverage on all contracts

GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury and Property Damage with respect to the Leased premises.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Lessee shall notify the County representative in writing. The Lessee shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement. Excess liability insurance must state which policy it applies to.

PROPERTY INSURANCE

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.

Exception to Property Insurance is Lessee's in Block 8. County will obtain Property Insurance on this Hangar and divide the cost between Lessee's.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. General Liability	\$1,000,000 each occurrence (A combined single limit)
3. Aircraft Liability	\$1,000,000 each occurrence (A combined single limit)
4. Property (Hangar)	Full replacement value of Hangar

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Lessee's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Lessee shall indemnify and hold harmless the 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 wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

1. Certificates of insurance evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows:

Okaloosa County Board of County Commissioners
302 Wilson Street, Suite 301
Crestview FL 32536 USA

2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to:

Okaloosa County Risk Management Department
302 Wilson Street, Suite 301
Crestview FL 32536 USA

4. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Lessee's full responsibility. In particular, the Lessee shall afford full coverage as specified herein to entities listed as Additional Insured. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.
5. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2020
Contract/Lease Control #: L08-0337-AP
Procurement#: NA
Contract/Lease Type: REVENUE
Award To/Lessee: ROBERT E. LEE
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 09/09/2008
Expiration Date: 07/11/2040
Description of: DAP BLOCK 1/LOT4
Department: AP
Department Monitor: STAGE
Monitor's Telephone #: 850-651-7160
Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: June 16, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: Robert E. Lee Hangar Lease Renewal and Amendment
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Robert E. Lee Hangar Lease Renewal and Amendment for Block 1 Lot 4 at the Destin Executive Airport (L08-0337-AP).

BACKGROUND: On January 31, 1990, Mr. Lee entered into an Assignment of Lease for Hangar Space for Block 1 Lot 4 at the Destin Executive Airport. His current expiration date is July 11, 2020. In accordance with Section 30 of his hangar lease, Mr. Lee requests to exercise his renewal option for an additional 20-year term at this time. Mr. Lee is in full compliance with his hangar lease requirements. Mr. Lee's certificates of insurance are attached along with the procurement contract/lease internal coordination sheet.

FUNDING SOURCE, (If Applicable): N/A

OPTIONS: Approve, Reject or Table.

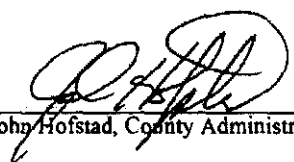
RECOMMENDATIONS: It is Staff's recommendation that the Board approve Mr. Robert E. Lee's request to renew his hangar lease as described above.

RECOMMENDED BY:


Tracy Stage, Airport Director

6/2/2020

APPROVED BY:


John Hofstad, County Administrator

6/9/2020

CONTRACT#: L08-0337-AP
ROBERT E. LEE
DAP BLOCK 1/LOT 4
EXPIRES: 07/11/2040

Hangar Lease Agreement
Renewal and Amendment
With Robert E. Lee (L08-0337-AP)
At The Destin Executive Airport (DTS)

This hangar lease agreement is executed and entered into this 16 day of June, 2020, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N. Eglin Parkway, Suite 1000, Shalimar, FL 32579, Florida, and Robert E. Lee, hereinafter referred to as "Lessee", whose principal address is P.O. Box 1447, Ft. Walton Beach, FL 32549.

The Lessor and Lessee, for the consideration herein set forth, agree as follows for this hangar renewal and amendment:

SECTION ONE
Leased Property

1.1 Lessor does hereby lease certain real property at the Destin Executive Airport (the "Airport"), DTS as indicated in the attached and incorporated Exhibit A, located at Block 1 Lot 4 ("Leased Premises"), to Lessee for the following purposes:

- a. Hangar Space, to occupy and maintain one (1) hangar storage of an individually-owned/corporate-owned airplane at the Leased Premises. Lessee shall provide written confirmation to the Lessor of proof of ownership of airplane.
- b. In the event the airplane is sold, damaged, destroyed, etc., Lessee shall have one year to replace the airplane, otherwise this lease shall be voided at the Lessor's discretion.
- c. Additional aircraft may be stored in the hangar temporarily with proper notice to Lessor provided that proof of required insurance coverage is provided to Lessor.
- d. No other use is authorized for any portion of the Lease Premises.

SECTION TWO
Lease Term

2.1 The new expiration date of this lease will be July 11, 2040. This Lease does not have any additional renewal options and the hangar will become the property of County on this expiration date.

SECTION THREE
Rent

3.1 A basic ground lease rent of One Dollar and Fifty Cents (\$1.50) per square foot per year is established for the area occupied by the hangar building, as depicted on Exhibit A. The Lessee shall pay to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and

payable in advance of the first day of the Lease period of each year. The Lease includes Two Thousand Five Hundred Twelve (2,512) square feet at One Dollar and Fifty Cents (\$1.50) per square foot per year for a total annual cost of Three Thousand Seven Hundred Sixty Eight Dollars (\$3,768.00), plus tax.

3.2 If Lessee fails to pay the ground lease rent within thirty (30) days of billing, Lessee shall then pay interest to the Lessor 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 ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section twenty-five (25) below.

3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, recording and doc fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR **Escalation**

4.1 The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") based on a twelve (12) month September through August average. 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 FIVE **Utilities**

5.1 The Lessee agrees to pay all charges for utility services and costs of tap fees, installations, including water, oil/water separation, heat, light, power, sewage and garbage.

SECTION SIX **Improvements to Lessor**

6.1 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 the Lessor and shall not be removed for 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 SEVEN
Improvements to Lessor

7.1 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 the Lessor and shall not be removed for 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 EIGHT
Building, Alterations and Permits

8.1 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 the Lease. Lessor 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 NINE
Care of Leased Premises

9.1 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 the hangar 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 Lessor's premises. The Lessee and all individuals associated with the Lessee's business are required to follow all current, future or amended Airport Rules and Regulations.

SECTION TEN
Maintenance in Leased Premises

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

SECTION ELEVEN
Mechanics' Liens

11.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor,

subcontractor, 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 Leases Premises or any part thereof, nor as giving Lessee any 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 Leased Premises, including buildings.

SECTION TWELVE
Unlawful or Dangerous Activity

12.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Airports Director.

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

SECTION THIRTEEN
Solid and Hazardous Waste

13.1 A. If lessee is deemed to be a generator of hazardous waste, as defined by Federal, State or local law, Lessee shall obtain a identification number from the U.S. Environmental Protection Agency ("AEPA") and the appropriate generator permit and shall comply with all Federal, State and local laws and regulations promulgated there under, including, but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

B. Lessee agrees to provide County within ten (10) days after the County's request copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans and material safety data sheets prepared or issued in connection with Lessee's use of the Leased Premises.

C. Hazardous Substances: The term "Hazardous Substance" means any substance:

1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or
2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. '9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901 et seq.) and the associated regulations; or

AG

3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental County, agency, department, commission, board, agency or instrumentality of the United States, or any political subdivision within any state; or
4. The presence of which on the Leased Premises causes or threatens to cause a nuisance on the Leased Premises or to adjacent properties or poses or threatens to pose a hazard to the Leased Premises or to the health or safety of persons on or about the Leased Premises: or
5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
7. That contains or emits radioactive particles, including, without limitation, radon gas.

SECTION FOURTEEN Insurance

14.1 Liability:

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

14.2 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.

14.3 All public liability and aircraft liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause to provide thirty (30) days prior written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County BOCC, 302 Wilson Street, Suite 301, Crestview, FL 32536 and a copy to Okaloosa County Airports. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

**SECTION FIFTEEN
Hold Harmless**

15.1 To the fullest extent permitted by law, Lessee shall indemnify hold harmless Lessor, 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 SIXTEEN
Prohibited Activity**

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

**SECTION SEVENTEEN
Commercial Activity**

17.1 No commercial activity of any nature or kind is allowed on the leased premises.

**SECTION EIGHTEEN
Non-Discrimination**

18.1 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) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, 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, Lessor 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 NINETEEN Indemnification

19.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION TWENTY Easements, Agreements, or Encumbrances

20.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

SECTION TWENTY-ONE Liability; Risk of Loss

21.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

21.2 Lessee assumes the risk of loss or damage to the hangar and its contents, whether form windstorm, fire, earthquake, or any other cause whatsoever.

RSJ

21.3 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 not 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.

SECTION TWENTY-TWO
Representations by Lessor

22.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION TWENTY-THREE
Rights of Lessor

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

23.2 Lessor reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage or 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 airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport.

23.3 Lessee expressly agrees for itself, its successors, and assigns to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

23.4 Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the Leased Premises to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION TWENTY-FOUR
Waivers

24.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-FIVE
Notice

25.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:

Airports Director
Okaloosa County Airports
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

As to Lessee:

Robert E. Lee
P.O. Box 1447
Ft. Walton Beach, FL 32549

SECTION TWENTY-SIX
Assignment or Sublease

26.1 All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by the Lessor and payment of Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, to include renewals, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Four. Lessee shall have thirty (30) days 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.

26.2 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 Lessor.

26.3 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 TWENTY-SEVEN
Rights of Entry Reserved

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

SECTION TWENTY-EIGHT
Compliance with Governmental Procedures

28.1 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, ordinance's, or regulations as may be promulgated by Lessor. 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 TWENTY-NINE
Surrender of Possession

29.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION THIRTY
Default or Breach

- 30.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
 - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
 - c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
 - d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15)

day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.

- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fourteen (14) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- h. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION THIRTY-ONE
Effect of Default

31.1 In the event of any default hereunder, as set forth in Section Twenty-Eight (28) the rights or Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- c. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- d. Lessor shall have any other remedy available by law.



SECTION THIRTY-TWO
Entire Lease; Applicable to Successors

32.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION THIRTY-THREE
Applicable Law and Venue

33.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

SECTION THIRTY-FOUR
Construction and Application of Terms

34.1. 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 of 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.

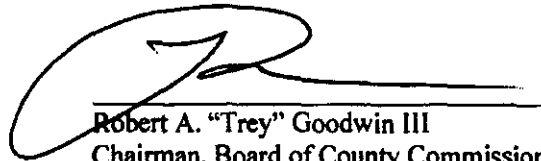
SECTION THIRTY-FIVE
Federal Requirements

35.1 Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached hereto and incorporated herein.

(The remainder of this page intentionally left blank)

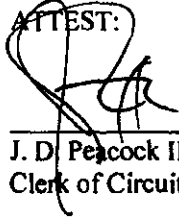
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

OKALOOSA COUNTY, FLORIDA


Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners



ATTEST:


J. D. Peacock II
Clerk of Circuit Court



Lessee

[Handwritten Signature]

Robert E. Lee

Date: April 24, 2020

[Handwritten Signature]

WITNESS

[Handwritten Signature]

WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Ocala

The foregoing instrument was acknowledged before me by means or physical presence or online notarization, this _____ by ROBERT E. LEE. He is personally known to me or has produced N/A as identification

Sworn and subscribed before me this 24th day of April, 2020

[Handwritten Signature]

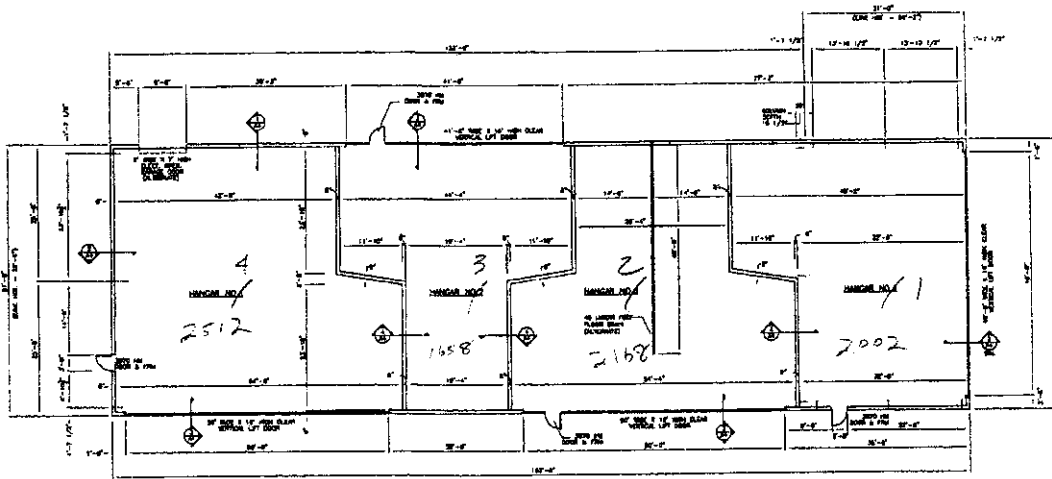
NOTARY (Signature)

Steven Bishop
NOTARY (Printed Name)

Commission Number: GG 194774



Exhibit A Leased Premises Legal Description and Map



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

REMARKS NO. 1

1. 1/2" WALL & 1/4" WALL 1/2" WALL CASE HT
2. 1/2" WALL CASE HT 1/2" WALL CASE HT
3. 1/2" WALL CASE HT 1/2" WALL CASE HT
4. 1/2" WALL CASE HT 1/2" WALL CASE HT
5. 1/2" WALL CASE HT 1/2" WALL CASE HT
6. 1/2" WALL CASE HT 1/2" WALL CASE HT
7. 1/2" WALL CASE HT 1/2" WALL CASE HT
8. 1/2" WALL CASE HT 1/2" WALL CASE HT

REMARKS NO. 2

1. 1/2" WALL & 1/4" WALL 1/2" WALL CASE HT
2. 1/2" WALL CASE HT 1/2" WALL CASE HT
3. 1/2" WALL CASE HT 1/2" WALL CASE HT
4. 1/2" WALL CASE HT 1/2" WALL CASE HT
5. 1/2" WALL CASE HT 1/2" WALL CASE HT
6. 1/2" WALL CASE HT 1/2" WALL CASE HT
7. 1/2" WALL CASE HT 1/2" WALL CASE HT
8. 1/2" WALL CASE HT 1/2" WALL CASE HT

REMARKS NO. 3	
REMARK NO. 1	= 20' 0" W
REMARK NO. 2	= 20' 0" W
REMARK NO. 3	= 20' 0" W
REMARK NO. 4	= 20' 0" W
REMARK NO. 5	= 20' 0" W
REMARK NO. 6	= 20' 0" W
REMARK NO. 7	= 20' 0" W
REMARK NO. 8	= 20' 0" W

NOTE: DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. DIMENSIONS SHALL BE ONE OF SEVERAL FLOOR SLAB.

PRELIMINARY 12-7-99

DRAWING FOR USE BY
ONLY
FOR THE USE OF THE LEASOR
AND NOT TO BE USED FOR
ANY OTHER PURPOSE
WITHOUT THE WRITTEN
CONSENT OF THE ARCHITECT

REV.	NO.	DATE	REVISION

ARCHITECTURAL FLOOR PLAN

DESIGN / BUILD SYSTEMS, INC.
A FULL SERVICE COMPANY

A-1

Exhibit "B"
General Civil Rights Provisions

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

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

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

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

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

A. The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Lessee is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Lessee through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Lessees.

Subleases. The Lessee shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each sublease that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Exhibit "C"
Public Records

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the lease term and following completion of the lease if the Lessee does not transfer the records to the County.
4. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

PROGRAMMING AND RELEASE
INTERNAL COORDINATION SHEET

1. Project Name: Project X Contract No.: 12345
2. Project Manager: John Doe Contract Manager: Jane Smith
3. Project Start: 01/01/2023 Project End: 12/31/2023
4. Project Location: REMIAN Contract Type: Fixed Price
5. Project Status: Active Contract Status: Active
6. Project Description: Development of new software system.
7. Project Budget: \$1,000,000 Contract Value: \$1,000,000

8. Project Sponsor: ABC Corp Contract Owner: DEF Corp
9. Project Steering Committee: John Doe, Jane Smith, Bob Johnson
10. Project Risk Level: High Contract Risk Level: Medium
11. Project Communication: Weekly Meetings Contract Communication: Monthly Reports

12. Project Deliverables: New software system Contract Deliverables: Software development
13. Project Milestones: System Design Contract Milestones: Development
14. Project Risks: Scope Creep Contract Risks: Payment Delays
15. Project Success Factors: Clear Communication Contract Success Factors: Clear Requirements

16. Project Contact Information: John Doe, john.doe@abc.com Contract Contact Information: Jane Smith, jane.smith@def.com
17. Project Approval: Approved Contract Approval: Approved

Patrick Gardner

From: Allyson Oury
Sent: Thursday, April 23, 2020 3:08 PM
To: Patrick Gardner
Subject: FW: Robert E. Lee Hangar Lease Renewal and Amendment

Patrick,

Please remove that section, renumber subsequent sections and send update to Mr. Lee, letting him know we've made revisions. You do not have to re-coordinate since Kerry documented her approval of the change via email.

Thanks,

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 23, 2020 2:57 PM
To: Allyson Oury <aoury@myokaloosa.com>
Cc: Tracy Stage <tstage@myokaloosa.com>
Subject: RE: Robert E. Lee Hangar Lease Renewal and Amendment

Allyson:

I agree for purposes of his lease we can take out that language.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Allyson Oury <aoury@myokaloosa.com>
Sent: Thursday, April 23, 2020 3:42 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Tracy Stage <tstage@myokaloosa.com>
Subject: FW: Robert E. Lee Hangar Lease Renewal and Amendment

Kerry,

Mr. Lee's original lease verbiage said the renewal would be with the same terms and conditions (except rent) as his initial lease. In other recent renewals, we've been adding the 90 day termination for convenience clause. Other hangar owners have signed without question. However, Mr. Lee is questioning what he feels is a significant change in terms. My instinct is to agree with him, based on the verbiage in the original lease saying terms and conditions would not change. I'm specifically referencing Section 28.

Thoughts?

Thanks!

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Thursday, April 9, 2020 3:25 PM
To: 'relee@leeautogrp.com' <relee@leeautogrp.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Dave Miner <dminer@myokaloosa.com>
Subject: Robert E. Lee Hangar Lease Renewal and Amendment

Mr. Lee,

Attached you will find your hangar lease renewal and amendment for signature. Please print two (2) copies. I'll need original signatures (blue ink) on both to include witness's and notarization. Also, please send me a current certificate of insurance with a new additional insured/certificate holders address listed as: Okaloosa County BOCC, 302 N Wilson Street, Suite 301, Crestview, FL 32536.

Thank you and if you have any questions please let me know.

Patrick Gardner II
Airports Compliance Officer
Okaloosa County
(850) 651-7160 Ext. 1054

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.

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DeRita Mason

From: Karen Donaldson
Sent: Friday, March 27, 2020 11:20 AM
To: DeRita Mason
Subject: RE: Hangar Lease Renewal and Amendment Lee for Coordination

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 27, 2020 10:37 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Hangar Lease Renewal and Amendment Lee for Coordination

DeRita Mason



Patrick Gardner

From: DeRita Mason
Sent: Thursday, April 9, 2020 1:31 PM
To: Patrick Gardner
Cc: Allyson Oury; Dave Miner
Subject: FW: Hangar Lease Renewal and Amendment Lee for Coordination
Attachments: img04092020_0001.pdf

Please see attached and below for fully approved coordination.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@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."

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 9, 2020 12:56 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: Hangar Lease Renewal and Amendment Lee for Coordination

This is approved for legal purposes. It is L08-0337-AP renewal, there are a few with almost identical subjects.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308

T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 27, 2020 11:01 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Hangar Lease Renewal and Amendment Lee for Coordination

Please review and approve.
Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@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."

From: Dave Miner <dminer@myokaloosa.com>
Sent: Friday, March 27, 2020 8:50 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Patrick Gardner <pgardner@myokaloosa.com>
Subject: Hangar Lease Renewal and Amendment Lee for Coordination

DeRita:

Please begin the coordination for the attached hangar lease renewal and amendment for Mr. Robert Lee (L08-0337-AP).
Thank you.

Dave

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

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ROBEELE-01

FHESTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2019

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 Fisher Brown Bottrell Insurance, Inc. 500 Grand Boulevard, Suite 220 Miramar Beach, FL 32550	CONTACT NAME: PHONE (A/C, No, Ext): (877) 244-5159 FAX (A/C, No): (601) 208-8439 E-MAIL ADDRESS: fhester@fbins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Robert E Lee PO Box 1447 Fort Walton Beach, FL 32549	INSURER A: Travelers Casualty Company of Connecticut NAIC # 36170	
	INSURER B: General Star Indemnity Company 37362	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	I660174L1658TCT19	7/20/2019	7/20/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Property	X	IMA302987C	8/19/2019	8/19/2020	Building \$ 110,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*All Policies are subject to the limitations and exclusions of the policy forms.

*Airplane Hanger-Storage Lot 4 Blk 1 Plat (6-1-78) Destin Florida, 32541
*Okaloosa County is listed as an additional insured & loss payee to all policies. The insurers will not cancel or change the insurance without first giving the County thirty (30) days prior written and ten (10) days notice for non-payment of premium.

CERTIFICATE HOLDER

Okaloosa County
 Attn: Mr. David Miner
 5479 A Old Bethel Road
 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

Dave Miner

From: Florencia Hester <fhester@fbbins.com>
Sent: Friday, August 9, 2019 3:36 PM
To: Dave Miner
Subject: Updated Certificate for Robert E. Lee
Attachments: Certificate.pdf

Hello,

Attached is the updated certificate for the above. The property policy has been renewed.

Please let me know if you have questions or concerns.

Kind regards,

Florencia G. Hester | Commercial Account Manager II | Commercial Lines Dept.
Fisher Brown Bottrell | 500 Grand Blvd., Ste. 220 | Miramar Beach FL 32550
O: 850-654-6315 | F: 601-208-8439 | fhester@fbbins.com

Coverage cannot be altered, deleted, bound or cancelled as a result of voice mail, email or text message.

Fisher Brown Bottrell Insurance, Inc., may electronically deliver policy documents, including audits, policy changes, billing and coverage related correspondence. If required by applicable law, consent will be requested prior to electronic delivery of policy documents. If you prefer a paper copy, please let us know.

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STARR

INSURANCE COMPANIES
3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: OKALOOSA COUNTY
5749 A OLD BETHEL ROAD, BLOCK 7 LOT 4
CRESTVIEW, FL 32536

Named Insured: ROBERT LEE
PO BOX 1447
FT WALTON BEACH, FL 32549


Policy Period: From: OCTOBER 31, 2019 To: OCTOBER 31, 2020
Policy Number: 1000236728-03
Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Year	Aircraft: Make and Model	Reg No.	Insured Value	Deductibles		Liability Limit
				NIM / IM		
2011	M-SQUARED BREESE 2	N439XA	\$ 0	\$ NIL / N/A	\$ 1,000,000.	CSL EXCL PAX
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

Certificate Number: 1.1
Issued By and Date: OCTOBER 30, 2019 (CM)

By 

ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N439XA

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

- The scheduled persons or organizations are included as additional insured.
- The scheduled persons or organizations are the registered owner of _____ and are included as additional insured.
- The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name OKALOOSA COUNTY
Address 5749 A OLD BETHEL ROAD, BLOCK 7 LOT 4
CRESTVIEW, FL 32536

Name
Address

Name
Address

All other provisions of this policy remain the same.

This endorsement becomes effective OCTOBER 31, 2019 to be attached to and hereby made a part of:

Policy No. 1000236728-03

Issued to ROBERT LEE

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA
Date of Issue OCTOBER 30, 2019 (CM)

By 
(Authorized Representative)

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/18/2008

Contract/Lease Control #: L08-0337-AP12-163

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

Award to/Lessee: ROBERT E. LEE

Lessor: OKALOOSA COUNTY

Effective Date: 9/9/2008 **Amount:** \$20,250.

Term/Expires: 7/11/2020

Description of Contract/Lease: DAP BLOCK 1/LOT 4

Department Manager: AIRPORTS

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2018

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.

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PRODUCER FISHER BROWN BOTTRELL INSURANCE INC 19 W GARDEN ST STE 300 PENSACOLA, FL 32502 (888) 661-3938	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938		FAX (A/C, No): (888) 872-8921
	E-MAIL ADDRESS: Service.center@travelers.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 308449905102261 **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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		660-174L1658-19	07/20/2019	07/20/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES, CG 20 11, FOR THE FOLLOWING LOCATION: LOT 4, BLOCK 1, DESTIN, FL, 32541. **Okaloosa County BOCC**

LOS-0337A JUN 20 2019

CERTIFICATE HOLDER OKALOOSA COUNTY AIRPORTS 602 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 <i>Misty Kuckelmann</i>
--	--

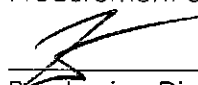
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**


Procurement/Contract/Lease Number: L08-0337-AP Tracking Number: 2954-18
Procurement/Contractor/Lessee Name: Robert E. Lee Grant Funded: YES ___ NO
Purpose: Amendment: "Care of Premises" wording
Date/Term: 7/11/20
Amount: \$1,881.29 annually plus tax
Department: Airports
Dept. Monitor Name: STAGE/M.ree

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

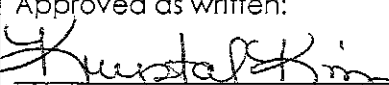
Purchasing Review

Procurement or Contract/Lease requirements are met:

Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young Date: 3/14/18

2CFR Compliance Review (if required)

Approved as written:

Grants Coordinator Renee Biby Date: 3/14/18

Risk Management Review

Approved as written:

Risk Manager or designee Laura Porter or Krystal King Date: 3-15-18

County Attorney Review

Approved as written:
See Approval Dated
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 3/16/18

Following Okaloosa County approval:
Clerk Finance

Document has been received:
Finance Manager or designee _____ Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, March 16, 2018 10:45 AM
To: Matthew Young
Cc: Lynn Hoshihara
Subject: Re: Amendment One Robert Lee for Coordination/ Coordination #2954-18

The amendment for the above referenced contract is approved for legal purposes

Sent from my iPhone

On Mar 14, 2018, at 2:10 PM, Matthew Young <myoung@co.okaloosa.fl.us> wrote:

Good afternoon,

Please see the attached coordination item for the Airports.

Respectfully,

<image001.jpg>

From: Dave Miner
Sent: Wednesday, March 14, 2018 9:50 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Cc: Bradley Kyser <bkyser@co.okaloosa.fl.us>
Subject: Amendment One Robert Lee for Coordination

Matthew:

Please initiate the coordination for Amendment One for Robert E. Lee (L08-0337-AP). This was previously coordinated (2261-17) over a year old and I also added the federal requirements.

Thank you.

Dave

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

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon

Dave Miner

From: Krystal King
Sent: Tuesday, March 20, 2018 6:25 AM
To: Dave Miner; Laura Porter
Cc: Bradley Kyser
Subject: RE: COI Lee for Compliance

Risk Management approved.

Krystal King

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

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

From: Dave Miner
Sent: Monday, March 19, 2018 3:36 PM
To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Cc: Bradley Kyser <bkyser@co.okaloosa.fl.us>
Subject: COI Lee for Compliance

Krystal:

Please review the attached COI for Mr. Robert Lee (L08-0337-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

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

AMENDMENT TO HANGAR LEASE L08-0337-AP
ROBERT E. LEE HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Amendment made and entered into this 15th day of May, 2018, for lease L08-0337-AP between Robert E. Lee ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on September 9, 2008, Lessee entered into a Lease Agreement, L08-0337-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of July 11, 2020 (hereinafter the "Lease"); and

WHEREAS, the new language for storage of items in the hangar was approved by the Board of County Commissioners in open session on November 15, 2016; and

WHEREAS, Section 11 titled "Care of Leased Premises" will be changed to correspond to the new language which was approved by the Board; and

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

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree as follows:

1. Section 11 titled "Care of Leased Premises" of L08-0337-AP is hereby replaced in its entirety with the following provision:

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 the 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.

2. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

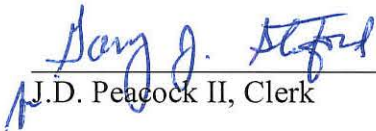


Graham W. Fountain, Chairman

Date: 5/15/18



ATTEST:



J.D. Peacock II, Clerk



Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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



ROBEELE-01

FHESTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Fisher Brown Bottrell Insurance, Inc. 500 Grand Boulevard, Suite 220 Miramar Beach, FL 32550	CONTACT NAME: PHONE (A/C, No, Ext): (877) 244-5159 FAX (A/C, No): (601) 208-8439 E-MAIL ADDRESS: fhester@fbbins.com														
INSURED Robert E Lee PO Box 1447 Fort Walton Beach, FL 32549	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Casualty Company of Connecticut</td> <td style="text-align: center;">36170</td> </tr> <tr> <td>INSURER B : General Star Indemnity Company</td> <td style="text-align: center;">37362</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty Company of Connecticut	36170	INSURER B : General Star Indemnity Company	37362	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		1660174L1658TCT17	07/20/2017	07/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Property	X		1MA302967A	08/19/2017	08/19/2018	Building \$ 110,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *All Policies are subject to the limitations and exclusions of the policy forms.

*Airplane Hanger-Storage Lot 4 Blk 1 Plat (6-1-78) Destin Florida, 32541

*Okaloosa County Airports Administration is listed as an additional insured & loss payee to the general liability & property policies *All policies are subject to the limitations and exclusions of the policy forms.*30 days of cancellation for non-payment.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County Airports Administration Attn: Mr. David Miner 5749 A Old Bethel Rd., Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



STARR COMPANIES

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: OKALOOSA COUNTY
5479 OLD BETHEL ROAD
CRESTVIEW, FL 32536

Named Insured: ROBERT LEE
PO BOX 1447
FT WALTON BEACH, FL 32549

Policy Period: From OCTOBER 31, 2017 To OCTOBER 31, 2018

Policy Number: 1000236728-01

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).


Aircraft:		Reg	Deductibles		Liability Limit	
Year	Make and Model	No	Insured Value	NIM / IM		
2011	M-SQUARED BREESE 2	N439XA	\$ NOT COVERED	NIL / N/A	\$ 1,000,000.	CSL EXCLUDING PAX
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) IF FOR NON-PAYMENT] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 1.1
Issued By and Date: OCTOBER 31, 2017 (RJ)

Starr 10200 (6/06)

By 
(Authorized Representative)

ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N439XA;

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

- The scheduled persons or organizations are included as additional insured.
- The scheduled persons or organizations are the registered owner of _____ and are included as additional insured.
- The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name OKALOOSA COUNTY
Address 5479 OLD BETHEL ROAD
CRESTVIEW, FL 32536

Name
Address

Name
Address


All other provisions of this policy remain the same.

This endorsement becomes effective OCTOBER 31, 2017 to be attached to and hereby made a part of:
Policy No. 1000236728-01
Issued to ROBERT LEE

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue OCTOBER 31, 2017 (RJ)

By  _____
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2017

L08-0337-PP

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.

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PRODUCER FISHER BROWN BOTTRELL INSURANCE INC PO BOX 711 PENSACOLA, FL 32591 (888) 661-3938	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (888) 872-8921
	E-MAIL ADDRESS: Service.center@travelers.com	
INSURED MR. ROBERT E. LEE P.O. BOX 1447 FORT WALTON BEACH, FL 32549		INSURER(S) AFFORDING COVERAGE INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 105509520311471

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		660-174L1658-17	07/20/2017	07/20/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES CG 20 11 FOR THE FOLLOWING LOCATION: 1058 KINGSTOWN RD., PEACE DALE RI 02883

Contract # L08-0337-AP
ROBERT E. LEE
DAP BLOCK 1/LOT 1
EXPIRES: 07/11/2020

CERTIFICATE HOLDER**CANCELLATION**

OKALOOSA COUNTY AIRPORTS
 602 NORTH PEARL STREET
 CRESTVIEW, FL 32536

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

AUTHORIZED REPRESENTATIVE

Mary J. Swan

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2016

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

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PRODUCER FISHER BROWN BOTTRELL INSURANCE INC PO BOX 711 PENSACOLA, FL 32591 (888) 661-3938	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (888) 872-8921 E-MAIL ADDRESS: Service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED MR. ROBERT E. LEE P.O. BOX 1447 FORT WALTON BEACH, FL 32549	INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 219297902550671 **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.

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							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
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							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES CG 20 11 FOR FOLLOWING LOCATION: LOT 4, BLOCK 1, DESTIN FL 32541

06-29-16A11:36 RCVD

L-0337

CERTIFICATE HOLDER OKALOOSA COUNTY AIRPORTS 602 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 <i>Mary J. Swan</i>
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LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

ROBERT E. LEE

This LEASE FOR HANGAR SPACE fully executed this 9TH day of SEPTEMBER, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and ROBERT E. LEE (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 4 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 July 11, 2020.

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

L08-0337-AP12-163
LESSEE: ROBERT E. LEE
DAP BLOCK 1/LOT 4
EXPIRES: 7/11/2020

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: CONSTRUCTION OF HANGAR

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

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND FIVE HUNDRED TWELVE (2,512) square feet at SIXTY EIGHT (\$.68) cents per square foot per year for a total annual cost of ONE THOUSAND SEVEN HUNDRED TEN DOLLARS AND TWENTY SIX CENTS (\$1,710.26) plus tax.

b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

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

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Robert E. Lee, P.O. Box 1447, Ft. Walton Beach, FL 32549.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised

premises or any part thereof, nor as giving LESSEE and right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 2,512 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:

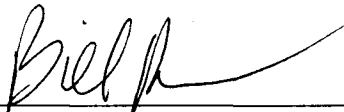
LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

SECTION 31: ENTIRE LEASE

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

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

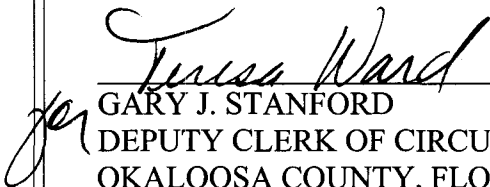
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



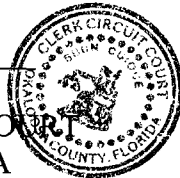
JAMES CAMPBELL
CHAIRMAN



ATTEST:

for 

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



ROBERT E. LEE


WITNESS


WITNESS

ACKNOWLEDGMENTS

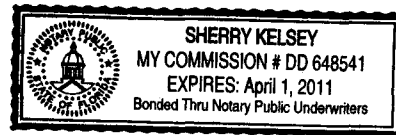
STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared ROBERT E. LEE 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 2nd day of Sept., 2008, AD.

Sherry Kelsey
NOTARY

My Commission expires: _____





ROBEELE-01 FHESTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2014

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 36468 Emerald Coast Pky #6102 Destin, FL 32541	CONTACT NAME: PHONE (A/C, No, Ext): (877) 244-5159		FAX (A/C, No): (601) 208-8439
	E-MAIL ADDRESS:		
INSURED Robert E Lee PO Box 1447 Fort Walton Beach, FL 32549	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Casualty of Connecticut		36170
	INSURER B : Citizens		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		I660174L1658PHX14	07/20/2014	07/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Airplane Hanger Unit	X		00031557	08/19/2014	08/19/2015	Building 110,400

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

*Airplane Hanger-Storage Lot 4 Blk 1 Plat (6-1-78) Destin Florida, 32541

*Okaloosa County is listed as an additional insured to the general liability & property policies *All policies are subject to the limitations and exclusions of the policy forms.*30 days of cancellation for non-payment.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County Airports Administration 602 North Pearl Street Crestview, FL 32536 LOG-0337-AP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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