

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/04/2021

Contract/Lease Control #: L02-0193-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: MARK HECKER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/03/2021

Expiration Date: 09/30/2027

Description of: BSAP LEASE LOT 3/BLOCK 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGEMYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



EVIDENCE OF PROPERT

CONTRACT#: L02-0193-AP
MARK HECKER
BSAP LEASE LOT 3/BLOCK 1
EXPIRES: 09/30/2027

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

AGENCY Fuller Insurance LLC 4821 US Highway 98 Suite 103 Santa Rosa Beach FL 32459		PHONE (A/C, No, Ext): (850) 502-4260	COMPANY AmWins Covington Specialty Insurance Company 10201 Centuria Parkway North, Suite 400 Jacksonville FL	
FAX (A/C, No): (850) 895-3109	E-MAIL ADDRESS: chris@fuller.insure			
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:				
INSURED Mark Hecker 1512 E. John Sims Parkway Unit 233 Niceville FL 32578		LOAN NUMBER	POLICY NUMBER VBA819523 00	
		EFFECTIVE DATE 08/01/2021	EXPIRATION DATE 08/01/2022	<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Loc 1: 5545 John Givens Road, Bldg 026-G, Crestview, FL, 32539
 County: Okaloosa

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL			
Building Coverage			<input checked="" type="checkbox"/>	\$50,000	\$2,500	

REMARKS (Including Special Conditions)

Airport Hangar
 Construction: NC
 Coinsurance - 80%
 RC Value
 3% WIND DED

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.

ADDITIONAL INTEREST

NAME AND ADDRESS Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration Office 1701 State Road 85N Eglin AFB FL 32542	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Chris Jayne</i>			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2021

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		CONTACT NAME: Chris Jayne	
Fuller Insurance LLC		PHONE (A/C No, Ext): (850) 502-4260	FAX (A/C, No): (850) 895-3109
4821 US Highway 98		E-MAIL ADDRESS: chris@fuller.insure	
Suite 103		INSURER(S) AFFORDING COVERAGE	
Santa Rosa Beach FL 32459		INSURER A: Covington Specialty Insurance Company	NAIC # 13027
INSURED		INSURER B:	
Mark Hecker		INSURER C:	
1512 E John Sims Parkway		INSURER D:	
Unit 233		INSURER E:	
Niceville FL 32578		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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	Y	VBA819523 00	08/01/2021	08/01/2022	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 \$ EXCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$
	<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 <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Loc 1: 5545 John Givens Road, Bldg 026-G, Crestview, FL 32539

Okaloosa County Board of County Commissioners is Additional Insured in regards to General Liability

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County Board of County Commissioners Destin-Port Walton Beach Airport Administration Office 1701 State Road 85N Eglin AFB FL 32542	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>Chris Jayne</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT#: L02-0193-AP
MARK HECKER
BSAP LEASE LOT 3/BLOCK 1
EXPIRES: 09/30/2027

**CONSENT TO ASSIGNMENT OF LEASE L02-0193-AP
SOCOSIX STRATEGIES, LLC LEASE AT THE
BOB SIKES AIRPORT (CEW)**

This Consent to Assignment of Lease, made and entered into this 3rd day of August, 2021, hereby approves of the assignment between SOCOSIX Strategies, LLC (Lessee) and Mark Hecker, (Assignee), and Okaloosa County, Florida through its Board of County Commissioners (County).

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease Agreement, L02-0193-AP with SOCOSIX Strategies, LLC on July 9, 2019 with a current expiration date of September 30, 2027 for Block 1 Lot 3; and

WHEREAS, Lessee desires an assignment of lease from SOCOSIX Strategies, LLC to Mark Hecker; and

WHEREAS, in accordance with Section 14 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;

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:

CONSENT TO ASSIGNMENT

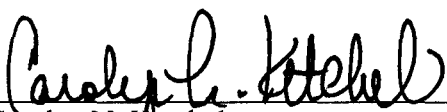
1. In accordance with Section 14 of L020-0193-AP, the County hereby consents to this assignment of the Lessee interest of SOCOSIX Strategies, LLC to Mark Hecker.

2. Assignee by execution of this Consent to Assignment of Lease, 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.

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

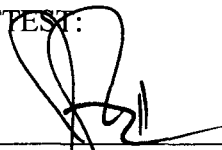


Carolyn N. Ketchel
Chairman, Board of County Commissioners

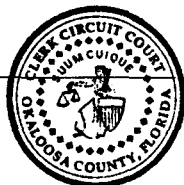
Date: August 3, 2021



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



LESSEE

Shannon M. Pressley
Shannon M. Pressley
Date: 7/14/21

ATTEST:

[Signature]
Witness Shawn D. Horton

Carrie B. Hall
Witness Carrie B. Hall

ACKNOWLEDGMENTS

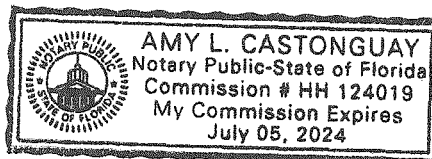
STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 14th day of July, 2021

Amy L. Castonguay
NOTARY

My Commission Expires: July 5, 2024



ASSIGNEE

[Handwritten Signature]

Mark Hecker

Date: 14 Jul 21

ATTEST:

[Handwritten Signature]

Witness

[Handwritten Signature]
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 Mark Hecker 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 14 day of July, 2021

[Handwritten Signature]
NOTARY

My Commission Expires:



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

Procurement/Contract/Lease Number: LO2-0193 AP Tracking Number: 4365-21
Procurement/Contractor/Lessee Name: Socosis Grant Funded: YES ___ NO X
Purpose: Assignment to Mark Hecker
Date/Term: 9-30-2027
Department #: 42202
Account #: 344163
Amount: REVENUE
Department: Airport Dept. Monitor Name: Stape

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-9-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 7-13-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 7-13-21
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: Kerry Parsons
Sent: Friday, July 9, 2021 5:13 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: Re: Socosix assignment.docx

This assignment is approved for legal purposes.

Kerry A. Parsons
Chief Assistant County Attorney
Okaloosa County, Florida

From: DeRita Mason
Sent: Friday, July 9, 2021 3:49:38 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: Socosix assignment.docx

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



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

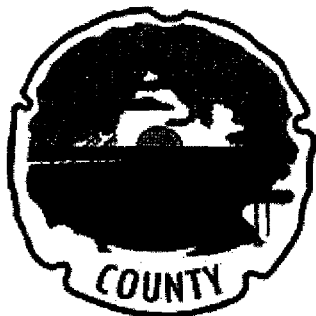
"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject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

DeRita Mason

From: Lisa Price
Sent: Monday, July 12, 2021 9:51 AM
To: DeRita Mason
Subject: RE: Socosix assignment.docx

Approved by Risk.

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



"We are forever indebted to those who have given their lives that we might be free."
Ronald Reagan

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, July 9, 2021 3:50 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Socosix assignment.docx

Good afternoon,
Please review and approve the attached.



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)
07/16/2021

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 Avemco Insurance Company 8490 Progress Drive, Suite 200 Frederick, MD 21701	CONTACT NAME: Avemco Insurance Company	
	PHONE: 800-638-8440 (A/C, No, Ext):	FAX: 800-863-3338 (A/C, No):
E-MAIL ADDRESS: avemco@ave.com		

INSURED Mark Hecker 1512 E. John Sims Parkway #233 Niceville, FL 32578-0000	PRODUCER CUSTOMER ID No	
	INSURER(S) AFFORDING COVERAGE	%
	INSURER A : AVEMCO INSURANCE COMPANY	100%
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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

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

AIRCRAFT INFORMATION **ACORD 333, Aircraft Schedule attached**

YEAR 1955	MAKE Beech	MODEL F35	SERIAL NUMBER	REGISTRATION NUMBER N3343C
TERRITORY:				

AIRCRAFT COVERAGES

INSURER LETTER A	POLICY NUMBER 210117402000	EFFECTIVE DATE 03/04/2021	EXPIRATION DATE 03/04/2022	ADDITIONAL INSURED (Y / N) Y	SUBROGATION WAIVED (Y / N) Y	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input type="checkbox"/> All Risk Ground & Flight	<input type="checkbox"/> Ground Not In Motion	\$	AGREED VALUE	\$	Ded. - Not in motion
	<input type="checkbox"/> Ground Not In Flight				\$	Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> Including Passengers		\$ 1,000,000	EA OCC	\$ 100,000	EA PER
	<input type="checkbox"/> Excluding Passengers		\$	EA PASS	\$	AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW		\$	EA PER	\$ 3,000	EA PASS
	<input type="checkbox"/> EXCLUDING CREW					
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION		\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

SEE ATTACHED ENDORSEMENT 125301

CERTIFICATE HOLDER Okaloosa County Board Of Commissioner Airport Admin 1711 State Rd 85 N. Eglin AFB , FL 32542	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 MARCI L VERONIE
---	--

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 6/7/2002

Contract/Lease Control #: L02-0193-AP25-66

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: RICHARD SECORD

Lessor: OKALOOSA COUNTY

Effective Date: 6/4/2002

Amount: \$51,440.00

Term/Expires: 9/30/2027

Description of Contract/Lease: BSAP LEASE LOT 3/BLOCK 1

Department Manager: AIRPORTS

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

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

Procurement/Contract/Lease Number: L02-0193-AP Tracking Number: 328019
Procurement/Contractor/Lessee Name: Richard Secord Grant Funded: YES ___ NO X
Purpose: Assignment of lease
Date/Term: 9-30-27
Amount: _____
Department: AP
Dept. Monitor Name: Stage

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
Victoria Mason Date: 2-14-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NA Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 2-14-19
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 2-18-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

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

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 18, 2019 11:25 AM
To: DeRita Mason
Cc: Karen Donaldson; Edith Gibson
Subject: RE: AOL Secord to SOCOSIX for Coordination

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 14, 2019 10:12 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: AOL Secord to SOCOSIX for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Thursday, February 14, 2019 8:50 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Victoria Taravella <vtaravella@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Secord to SOCOSIX for Coordination

DeRita:

Please start the coordination on the attached assignment of lease from Richard Secord to SOCOSIX Strategies (L02-0193-AP).
Thank you.

Dave

DeRita Mason

From: Karen Donaldson
Sent: Thursday, February 14, 2019 10:18 AM
To: DeRita Mason
Subject: RE: AOL Secord to SOCOSIX for Coordination

DeRita

This is approved by risk management.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@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: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 14, 2019 9:12 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: AOL Secord to SOCOSIX for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Thursday, February 14, 2019 8:50 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Victoria Taravella <vtaravella@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Secord to SOCOSIX for Coordination

CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder): **SOCOSIX STRATEGIES, LLC**
 2113 LEWIS TURNER BLVD
 FORT WALTON BEACH, FL 32547

The following policy(ies) have been issued to: **FSVC AERO INC**
 704 N KING ST STE 500
 WILMINGTON, DE 19801

POLICY INFORMATION:

AIRCRAFT POLICY NO: QPB0110065 **POLICY PERIOD: FROM** 05/22/19 **TO** 05/22/20

THIS COVERAGE IS EFFECTIVE 12:01 A.M.

INSURANCE COMPANY: QBE INSURANCE CORPORATION

LIABILITY COVERAGES:		LIMITS OF LIABILITY			
		EACH PERSON		EACH OCCURRENCE	
Single Limit Including Passengers, \$		XXXX		1,000,000	
With Passenger Liability Limited to: \$		100,000		XXXX	

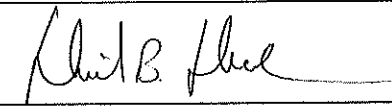
DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE		ALL RISKS GROUND & IN-FLIGHT DEDUCTIBLES			
	F.A.A. NO.	YEAR	MAKE AND MODEL	INSURED VALUE	NOT IN MOTION	IN MOTION
247M	1964	MEYERS INDUSTRIES INC	200C	\$ 100,000	\$ 0	\$ 0
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$

THIS CERTIFICATE HOLDER IS:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed _____% of the Insured Value.
- Included as an Additional Insured on Aircraft Liability Coverage but only as respects operations of the named insured.
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only _____

Provision has been made to give the Certificate Holder 30 days notice of cancellation of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: **SUTTON JAMES INSURANCEOPTISURE RISK PARTNERS**
 LLC DBA
 Agency Phone: **860-249-8066**


 QBE the Americas Representative
 Date **05/22/2019**

**Aircraft
Inquiries**

- N-number
- Serial Number
- Name
- Make / Model
- Engine Reference
- Dealer
- Document Index
- State and County
- Territory and Country
- Pending / Expired / Canceled Registration Reports
- Recent Registration
- N-number Availability

- Request A Reserved N-Number
 - Online
 - In Writing
- Reserved N-Number Renewal
 - Online
- Request for Aircraft Records
 - Online

- Help
- Main Menu
- Aircraft Registration
- Aircraft Downloadable Database
- Definitions
- N-Number Format
- Registrations at Risk
- Contact Aircraft Registration

FAA Home » Licenses & Certificates » Aircraft Certification » Aircraft Registration » Aircraft Inquiry » N-Number Inquiry

FAA REGISTRY

N-Number Inquiry Results

N247M is Assigned

Data Updated each Federal Working Day at Midnight



Aircraft Description

Serial Number	288	Status	Valid
Manufacturer Name	MEYERS INDUSTRIES INC	Certificate Issue Date	09/27/2016
Model	200C	Expiration Date	09/30/2019
Type Aircraft	Fixed Wing Single-Engine	Type Engine	Reciprocating
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / oct)	50445423
MFR Year	1984	Mode S Code (base 16 / hex)	A24B13
Type Registration	Corporation	Fractional Owner	NO

Registered Owner

Name	FSVC AERO INC		
Street	704 N KING ST STE 500		
City	WILMINGTON	State	DELAWARE
County	NEW CASTLE	Zip Code	19801-358
Country	UNITED STATES		

Airworthiness

Engine Manufacturer	CONT MOTOR	Classification	Standard
Engine Model	TS10-520 SER	Category	Normal
AW Date	12/15/1978	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information may request a copy of the aircraft record at <http://aircraft.faa.gov/ND/>

Other Owner Names

None

Temporary Certificates

None

Fuel Modifications

None

Data Updated each Federal Working Day at Midnight



Dave Miner

From: Karen Donaldson
Sent: Friday, May 31, 2019 3:01 PM
To: Dave Miner
Subject: RE: AOL Hangar from Gen Secord to SOCOSIX Strategies COI for Compliance

Dave

This is approved by risk and meets the contract requirements. Sorry for the delay in the response.

Thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@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, May 24, 2019 8:58 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Hangar from Gen Secord to SOCOSIX Strategies COI for Compliance

Karen:

Please review the attached COIs for a hangar assignment of lease from General Secord (L02-0193-AP) to SocoSIX Strategies for compliance.

Dave

David E. Miner

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L02-0193-AP
RICHARD SECORD HANGAR LEASE AT THE
BOB SIKES AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this _____ day of JUL 09 2019, _____, hereby approves of the assignment and amendment between Richard Secord ("Lessee") and SOCOSIX Strategies, LLC ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease Agreement, L02-0193-AP with Richard Secord on January 8, 2008 with a current expiration date of September 30, 2027 for Block 1 Lot 3; and

WHEREAS, Lessee desires an Assignment of Lease from Richard Secord to SOCOSIX Strategies, LLC; and

WHEREAS, in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

WHEREAS, on November 15, 2016 the Board approved the new language for storage of items in the hangar, which the parties now desire to incorporate into the Lease Agreement; and

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

WHEREAS, the parties now desire to provide additional revisions to the Lease Agreement.

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

I. CONSENT TO ASSIGNMENT

1. In accordance with Section 14 of L02-0193-AP, the County hereby consents to this assignment of the Lessee interest of Richard Secord to SOCOSIX Strategies, 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

L02-0193-AP is hereby amended as follows:

3. Section 2 titled "Aircraft Ownership", is deleted and replaced as follows:

Airplane Ownership

Lessee shall provide written confirmation to the County of proof of ownership of individually-owned/corporate-owned airplane to be stored pursuant to this Lease. In the event Lessee's airplane is sold, damaged, etc., Lessee shall have one year to replace said airplane; otherwise this lease shall be voided at the County's discretion. The airplane certificate of insurance must be issued to lessee or specifically name the lessee as an additional insured doing business as (dba) the name of the lessee.

4. Section 6c titled "Ground Lease", is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes Four Thousand Two Hundred Ninety One (4,291) square feet at \$1.00 per square foot per year for a total annual cost of \$4,291.00 plus state sales tax.

5. Section 7 titled "Escalation Clause", is deleted and replaced as follows:

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).

6. Section 11 titled "Care of Premises", is deleted and replaced as follows:

Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in the hangar provided the items do not interfere with the aeronautical use of the hangar and or impede the movement 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 airport (County) premises.

7. Section 13 titled "Taxes", is deleted and replaced as follows:

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 of 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.

8. Section 14 titled "Assignment and Sublease", is hereby deleted and replaced as follows:

All subsequent transfer and assignments of any interest, including mortgages thereon, require written approval by County and payment of an 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 Seven. 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.

9. Section 18c under Section 18 titled "Insurance", is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice and ten (10) day notice for non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel

Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements. Lessee agrees to comply with the insurance requirements as set forth in Exhibit "B" attached hereto and incorporated herein.

10. Section 19 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: SOCOSIX Strategies, LLC, Richard Ryer, 2113 Lewis Turner Blvd., Suite 100, Fort Walton Beach, FL 32547.

11. Section 27 titled "Place of Payments", is hereby deleted and replaced as follows:

All payments and notices to County shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498.

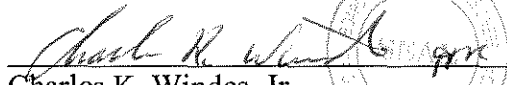
12. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.

13. 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)

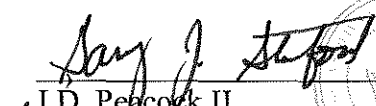
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA




Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: JUL 09 2019

ATTEST:



J.D. Pegcock II
Clerk of Circuit Court



LESSEE

Richard Secord
Richard Secord
Date: 04/10/19

ATTEST:

Cynthia Parker Mundhenk
Witness

[Signature]
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 RICHARD SECORD 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 10th day of April, 2019, AD.

Cynthia Parker Mundhenk
NOTARY

My Commission Expires: _____

CYNTHIA A PARKER-MUNDHENK
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 266101
MY COMMISSION EXPIRES NOV. 03, 2022

ASSIGNEE



Richard Ryer

Date: 4/14/19

ATTEST:



Witness



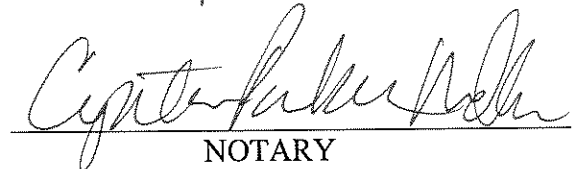
Witness

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 RICHARD RYER 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 10th day of April, 2019, AD.


NOTARY

My Commission Expires: _____

CYNTHIA A PARKER-MUNDHENK
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 266101
MY COMMISSION EXPIRES NOV. 03, 2022

Exhibit "A"

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 or 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, 2009 (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 "B"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGER LEASES

REVISED: 08/13/2018

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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
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 Contractor.
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.

GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury exposures 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.

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. Personal and Advertising Injury	\$1,000,000 each occurrence
5. 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 Contractor'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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, 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, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor 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 contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. All deductibles or 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.

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.

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 5479 OLD BETHEL ROAD 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.



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

02/28/2017

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

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

PRODUCER Falcon Insurance Agency of Florida, Inc. P.O. Drawer 6220 Lakeland, FL, 33807	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID No:				
INSURED FSVC Aero INC. 704 N. King Street Suite 500 Wilmington, DE, 19801	INSURER(S) AFFORDING COVERAGE		%	NAIC No.
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

LO2-0193-AP
RICHARD SECORD

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

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

AIRCRAFT INFORMATION ACORD 333, Aircraft Schedule attached

YEAR 1964	MAKE MEYERS INDUSTRIES INC	MODEL 200C	SERIAL NUMBER	REGISTRATION NUMBER N247M
TERRITORY:				

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER AC3007052-01	EFFECTIVE DATE 02/26/2017	EXPIRATION DATE 02/26/2018	ADDITIONAL INSURED? (Y/N) Y	SUBROGATION WAIVED? (Y/N) N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT <input type="checkbox"/> ALL RISK GROUND ONLY	\$ 85,000	AGREED VALUE	\$ 100 \$ 1,000	Ded. - Not in motion Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$	EAPER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW <input type="checkbox"/> EXCLUDING CREW	\$ 5,000	EAPER	\$ 20,000	EA OCC
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	APPLIES TO

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER

Okaloosa County, Board of County Commissioners
101 East James Lee Blvd.
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

© 2009 ACORD CORPORATION. All rights reserved.

ACORD 21 (2009/12)

The ACORD name and logo are registered marks of ACORD

03-15-17A08:16 RCVD

SUPPLEMENTAL AGREEMENT NUMBER ONE

TO

LEASE RENEWAL DATED JANUARY 8, 2008

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

LEASE # L02-0193-AP
RICHARD SECORD
SUPPLEMENTAL AGREEMENT #1
HANGAR BSAP LOT 3 BLOCK 1
EXPIRES: 9/30/2027

AND

RICHARD SECORD

This SUPPLEMENTAL AGREEMENT NUMBER ONE, fully executed this 22nd day of June, 2009, by and between the OKALOOSA COUNTY, FLORIDA (hereinafter called "COUNTY") and RICHARD SECORD (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into an Assignment of Lease effective June 4, 2002; (hereinafter referred to "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 1 LOT 3 at the Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as ("AIRPORT")), with an expiration date of September 30, 2027. 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.

WHEREAS, this SUPPLEMENTAL AGREEMENT NO. ONE shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement, Supplemental Agreements, and Assignment of Leases and not amended in this AGREEMENT.

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

SECTION 1:

Section 29: Legal Description is changed to read:
Block 1 Lot 3. A portion of the Southwest ¼ of the Northwest ¼ of Section 11, Township 3 North, Range 23, West of Tallahassee Meridian, Okaloosa County, Florida, described as

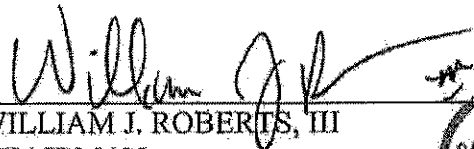
follows: Commence at the Southwest corner of said Section 11 marked by a 5/8" iron rod; Thence N.01°50'10"E. along the West line of Section 11 for a distance of 2645.23 feet to a 4" concrete monument marking the Southwest corner of the Northwest ¼ of said Section 11; Thence departing said West line proceed S.88°54'57"E. along the South line of said Northwest ¼ for a distance of 776.56 feet to a nail & disk, LB #7350; Thence N.07°51'14"W. along the Westerly edge of paved taxi lane "A." for a distance of 558.94 feet; Thence S.82°08'46"W. for a distance of 107.27 feet to the Southwest corner of Lot 1, Block 1, marked by a ½" iron rod with cap LB #7350; Thence N.07°51'14"W. along West line of said Lot 1 for a distance of 3.49 feet; Thence S.82°08'46"W. for a distance of 64.58 feet to the Southwest corner of Lot 2, Block 1 and the POINT OF BEGINNING; Thence S.07°51'14"E. for a distance of 8.02 feet; Thence S.82°08'46"W. for a distance of 60.93 feet to a capped ½" iron rod LB #7350; Thence N.07°51'14"W. for a distance of 70.43 feet to a capped ½" iron rod LB #7350; Thence N.82°08'46"E. for a distance of 60.93 feet to a capped ½" iron rod LB #7350; Thence S.07°51'14"E. for a distance of 62.41 feet to the POINT OF BEGINNING. Parcel described contains 4291 square feet or 0.098 acres.

SECTION 2: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 2. 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


WILLIAM J. ROBERTS, III
CHAIRMAN



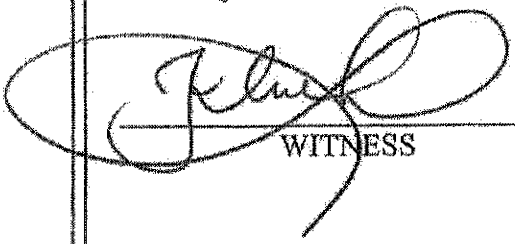
ATTEST:


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




RICHARD SECORD


WITNESS

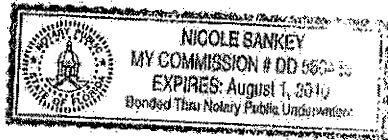

WITNESS

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 RICHARD SECORD 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 4th day of June, 2009, AD.



Nicole Sankey
NOTARY

My Commission expires: Aug 1, 2010



Okaloosa County Airports

State of Florida

February 20, 2009

Richard Secord
515 Pocahontas Drive
Ft. Walton Beach, FL 32547-3220

Re: Lease of Bob Sikes Airport Property (Block 1 Lot 3)

Dear Mr. Secord:

During your lease renewal in January 2008, a survey/legal description was accomplished using a contractual engineering firm, PBS&J. The survey/legal description encompassed the actual footprint plus ten feet out and around the entire hangar. The legal description that we received listed Block 1 Lot 3 at 5,144 square feet and that is the figure that was used in the assignment of lease. It was discovered that PBS&J used computer calculations and descriptions verses an on site analysis. Consequently, I ordered a second field-verified survey through a different company, Rare Earth Surveying and Mapping. The resulting description that was received lists Block 1 Lot 3 at 4,291 square feet, which is a difference of 853 square feet from the previous survey.

Per your FY 09 invoice you paid a total of \$2,726.32 and with the correct square footage the total should have been \$2,274.23 which is a difference of \$452.09.

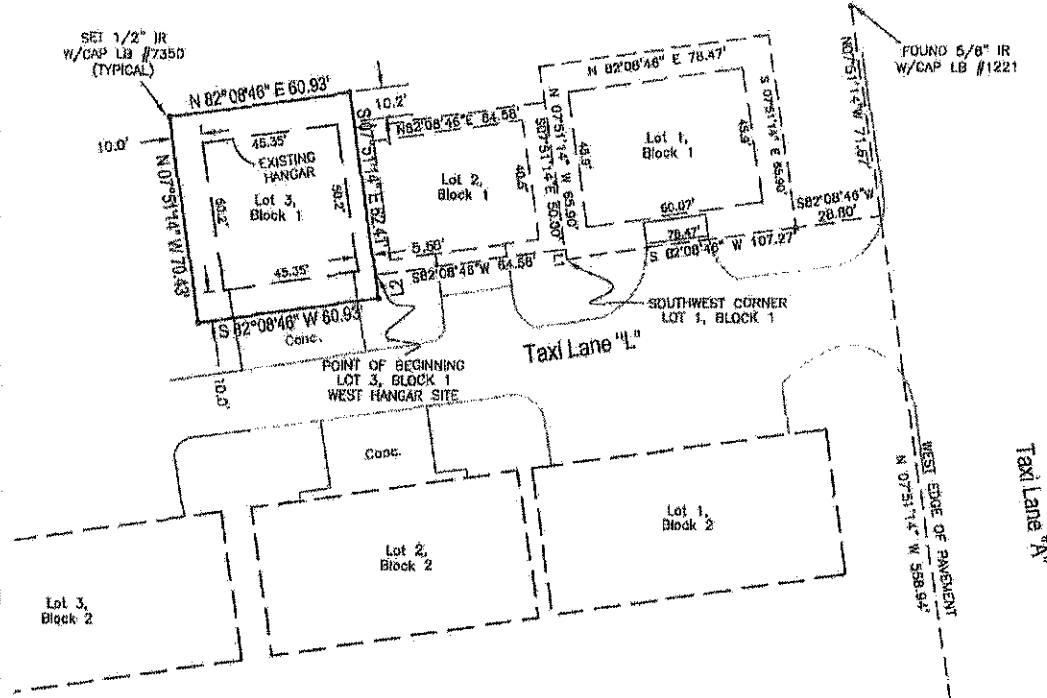
Your credit for FY 09 will be included in your FY 10 invoice. We regret this error and any inconvenience that this erroneous billing may have caused. Thank you for your continued support of Bob Sikes Airport and please call me at (850) 651-7160 if you have any questions.

Sincerely,

David E. Miner
Airports Administration

BOUNDARY SURVEY
 Lot 3, Block 1, West Hangar Area
 Bob Sikes Airport, Crestview
 Okaloosa County Airport Administration

SCALE: 1" = 50'



SW CORNER OF NW 1/4 OF SECTION 11 FOUND 4" CM NO # CCR #0042704

SET NAIL & DISK LB #7350

S 88°54'57" E 775.56' SOUTH LINE OF NW 1/4

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.49	N07°51'14"W
L2	8.02	S07°51'14"E

POINT OF COMMENCEMENT SW CORNER OF SECTION 11-3N-23 FOUND 5/8" IR NO # CCR #0045250

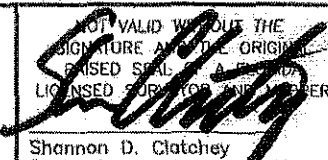
Sec. 10 Sec. 11

Sec. 15 Sec. 14

- LEGEND**
- (M) = FIELD MEASURE
 - LB = LICENSE BUSINESS
 - IR = IRON ROD
 - CM = CONCRETE MONUMENT
 - CCR = CERTIFIED CORNER RECORD

SHEET 1 OF 2

THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Revision: _____ Date: _____	Job No: BSAP-DAA	<p align="center">NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A REGISTERED LICENSED SURVEYOR AND MAPPING ENGINEER</p>  <p>Shannon D. Clatchey Professional Surveyor & Mapper Florida Registration #6178</p>
Revision: _____ Date: _____	Cadd File: 022100 L+30041	
RARE EARTH SURVEYING & MAPPING		
Professional Land Surveying - Authorization No. 7390		
717 Bayshore Drive, Niceville Florida 32578 Tel: (850) 729-2722 FAX: (850) 729-2797		
	Field Date: 02-05-09	
	Drawn By: SDC	
	Field By: NS/CD	
	Field Bk/Pg: RE29-55	

BOUNDARY SURVEY
 Lot 3, Block 1, West Hangar Area
 Bob Sikes Airport, Crestview
 Okaloosa County Airport Administration

LEGAL DESCRIPTION:

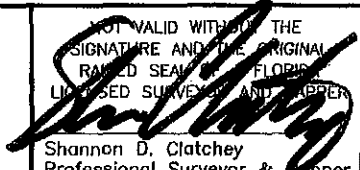
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 23, WEST OF TALLAHASSEE MERIDIAN, OKALOOSA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11 MARKED BY A 5/8" IRON ROD; THENCE N.01°50'10" E. ALONG THE WEST LINE OF SECTION 11 FOR A DISTANCE OF 2645.23 FEET TO A 4" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE PROCEED S.88°54'57"E. ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 776.58 FEET TO A NAIL & DISK, LB #7350; THENCE N.07°51'14"W. ALONG THE WESTERLY EDGE OF PAVED TAXI LANE "A" FOR A DISTANCE OF 558.94 FEET; THENCE S.82°08'46"W. FOR A DISTANCE OF 107.27 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, MARKED BY A 1/2" IRON ROD WITH CAP LB #7350; THENCE N.07°51'14"W. ALONG WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 3.49 FEET; THENCE S.82°08'46"W. FOR A DISTANCE OF 64.58 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 1 AND THE POINT OF BEGINNING; THENCE S.07°51'14"E. FOR A DISTANCE OF 8.02 FEET; THENCE S.82°08'46"W. FOR A DISTANCE OF 60.93 FEET TO A CAPPED 1/2" IRON ROD LB #7350; THENCE N.07°51'14"W. FOR A DISTANCE OF 70.43 FEET TO A CAPPED 1/2" IRON ROD LB #7350; THENCE N.82°08'46"E. FOR A DISTANCE OF 60.93 FEET TO A CAPPED 1/2" IRON ROD LB #7350; THENCE S.07°51'14"E. FOR A DISTANCE OF 62.41 FEET TO THE POINT OF BEGINNING. PARCEL DESCRIBED CONTAINS 4291 SQUARE FEET OR 0.098 ACRES.

NOTES:

- 1.) THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- 2.) NO BUILDINGS, IMPROVEMENTS, UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
- 3.) BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES UTILIZING COOPERATIVE BASE NETWORK CONTROL STATION FOUND ON BOB SIKES AIRPORT GROUNDS.
- 4.) EXPECTED USE OF THE SITE IS FOR INDUSTRIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY.

SHEET 2 OF 2

THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Revision: _____ Date: _____ Revision: _____ Date: _____	Job No: <u>BSAP-DAA</u> Cadd File: <u>022109 L+3B11</u> Field Date: <u>02-05-09</u> Drawn By: <u>SDC</u> Field By: <u>MS/CD</u> Field Bk/Pg: <u>RE28-41</u>	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RANDED SEAL OF FLORIDA LICENSED SURVEYOR AND CARTER  Shannon D. Clatchey Professional Surveyor & Mapper Florida Registration #6178
RARE EARTH SURVEYING & MAPPING Professional Land Surveying - Authorization No. 7350 717 Bayshore Drive, Niceville Florida 32578 TEL. (850) 729-2722 FAX. (850) 729-2797		

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

RICHARD SECORD

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 8th day of January, 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 RICHARD SECORD (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 1 Lot 3 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall be for a term of TWENTY (20) years and shall take effect on the 1 day of October 2007 and end on the 30 day of September 2027.

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

L02-0193-AP25-66
LESSEE: RICHARD SECORD
BSAP LOT 3/BLOCK 1
EXPIRES: 9/30/2027

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 every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes FIVE THOUSAND ONE HUNDRED FORTY FOUR (5,144) square feet at FIFTY (\$.50) cents per square foot per year for a total annual cost of TWO THOUSAND FIVE HUNDRED SEVENTY TWO DOLLARS (\$2,572.00) plus tax.

b. PAYMENT EFFECTIVE DATE:

LESSEE shall deliver to the Airports Director plans and specifications required by the COUNTY for building permit approval no later than 90 days from the effective date specified in Section 1 above. Payment on this lease shall begin the first day of the month following approval by the COUNTY of said plans and specifications.

c. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. 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: Richard Secord, 515 Pocahontas Drive, Ft. Walton Beach, FL 32547-3220.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Block 1 Lot 3. Commence at the Northwest Corner of Section 11, also being the Northeast Corner of Section 10, Township 3 North, Range 23 West, Okaloosa County, Florida; thence run S88°23'20"East, along a projection of the North Boundary Line of said Section 10, for a distance of 853.56 feet to the Bob Sikes Control Baseline, lying parallel to and 250.00 feet West of the airport runway centerline; thence run South 07°59'24"East, along the said Bob Sikes Control Baseline, for a distance of 1954.90 feet to Station 45+16.69 on said Control Baseline, thence leaving the Baseline, run South 81°46'38"West, for a distance of 699.31 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, thence continue South 81°46'38"West for a distance of 55.22 feet; thence run South 08°13'22"East for a distance of 93.15 feet; thence run North 81°46'38"East for a distance of 55.22 feet; thence run North 08°13'22"West for a distance of 93.15 feet to the POINT OF BEGINNING.


The above described parcel of land lying in and being a portion of Section 11, Township 3 North, Range 23 West, Okaloosa County, Florida, and containing an area of 0.1181 acres, more or less.

SECTION 30: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 30. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

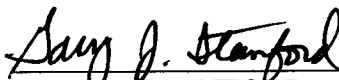
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



JAMES CAMPBELL
CHAIRMAN



ATTEST:



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





RICHARD SECORD



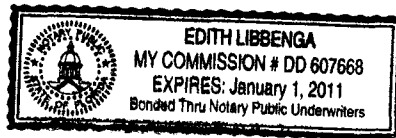
WITNESS

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 RICHARD SECORD 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 30 day of NOVEMBER, 2007, AD.



Edith Libbenga
NOTARY

My Commission expires: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE, fully executed this 4th day of June, 2002, by and between RICHARD SECORD AND WILLIAM L. OSBORN (hereinafter referred to as the "FIRST PARTY"), and RICHARD SECORD, (hereinafter referred to as the "SECOND PARTY"),

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a HANGAR PERMIT AND LEASE with the County of Okaloosa, a political subdivision of the State of Florida, effective on September 21, 1999 for LOT 3 BLOCK 1, as shown on file in the office of the Airports Director, totaling TWO THOUSAND FIVE HUNDRED (2,500) square feet, AND

WHEREAS, the FIRST PARTY by execution of this Assignment of Lease and in consideration of a fair and reasonable sum assigns his interest in said HANGAR PERMIT and lease to the SECOND PARTY, AND

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original said LEASE, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same, AND

L02-0193-AP5-66
LESSEE: RICHARD SECORD
BSAP LOT 3/BLOCK 1
EXPIRES: 9/30/2007

IN WITNESS whereof the undersigned have affixed their respective hands and seals on the day, month, and year first above written.

RICHARD SECORD
FIRST PARTY

BY:

ADDRESS: 515 Pocahontas Dr.
Ft. Walton Beach, FL 32547

WILLIAM L. OSBORN
FIRST PARTY

BY:

William L. Osborn
ADDRESS: 201 Oriole Pl.
Crestview, FL 32539

ATTESTS:

WITNESS

Carly Loftis

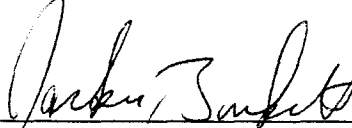
R Secord
RICHARD SECORD
SECOND PARTY

ATTESTS:

WITNESS

Brenda Mcclendon
Brenda Mcclendon


APPROVED BY THE BOARD OF COUNTY COMMISSIONERS IN OPEN SESSION
THIS 4th DAY OF June, 2002.

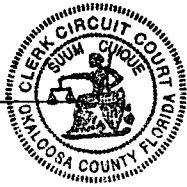

JACKIE BURKETT
CHAIRMAN



ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


GARY STANFORD
DEPUTY CLERK



STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RICHARD SECORD AND WILLIAM L. OSBORN, who, under oath, deposes and states that HE is the duly authorized to execute contracts and lease agreements and that THEY executed the foregoing instrument for the uses and purposes therein contained.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal this 29 day of May, 2002.


NOTARY PUBLIC

My Commission expires: Sept 4, 2005

ANNA ZAGARUYKA
Notary Public, State of Florida
My comm. exp. Sept. 4, 2005
Comm. No. DD 085701