

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: ~~9/18/2008~~ 4/1/14

Contract/Lease Control #: L08-0339-AP14-165

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: ~~RANDY FELDER~~ GSB, LLC jc

Lessor: OKALOOSA COUNTY

Effective Date: 9/9/2008

Amount: \$28,420.00

Term/Expires: 1/14/2022

Description of Contract/Lease: DAP BLOCK 8/LOT 8

Department Manager: AIRPORTS

Department Monitor: ~~G. DONOVAN~~ S. Harman

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

CONTRACT#: L08-0339-AP
 V12 ENTERPRISES, LLC
 DAP BLOCK 8/LOT 8
 EXPIRES: 01/14/2022

AIRCRAFT I

COVERAGE IDENTIFICATION PAGE

U. S. SPECIALTY INSURANCE COMPANY

■ ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY
 ■ HOUSTON, TEXAS 77040-6094

YOUR POLICY NUMBER **AC3004731-06**

Prior Policy No. **AC3004731-05**

ITEM	NAME INSURED	YOUR AGENT'S NAME AND ADDRESS
1	V12 Enterprises, LLC	AssuredPartners Aerospace dba Airpower Insurance, LLC
2	YOUR ADDRESS 4516 E Highway 20, PMB #116 Niceville, FL 32578	1825 W. Knudsen Dr. Suite 100B Phoenix, AZ 85027

3 POLICY PERIOD: 12:01 A.M. STANDARD TIME AT YOUR ABOVE ADDRESS FROM: 08/11/2021 TO: 08/10/2022

4 LOCATION OF AIRCRAFT: The aircraft will be principally based at Destin Executive, Destin, FL

5 DESCRIPTION OF AIRCRAFT: You have told us that each of the aircraft below (1) has an FAA standard airworthiness certificate unless noted below*; and (2) is solely and unconditionally owned by you unless noted differently in Item 1 and/or 11 or endorsements we issue.

FAA NUMBER	YEAR, MAKE AND MODEL <small>*(Include description if not an FAA standard certificated landplane)</small>	TOTAL SEATS	AIRCRAFT PHYSICAL DAMAGE COVERAGE <small>(If no Agreed Value shown, no coverage is provided)</small>		
			AGREED VALUE	F Not in Motion DEDUCTIBLE	G In Motion DEDUCTIBLE
N52SD	2001 S C Aerostar S A Yak-52TW (Experimental)	2	\$ 110,000	\$ 250	\$ 2,500
N91868	1969 Cessna 182M	4	\$ 100,000	\$	\$

6 COVERAGES AND LIMITS OF LIABILITY: The most we will pay under each coverage we provide is shown below for each aircraft. (Where no amount is shown, no coverage is provided)

FAA NUMBER	LIABILITY TO OTHERS	A	B	C	D	DL	E
		Bodily Injury Excluding Passengers	Passenger Bodily injury	Property Damage	Single Limit Bodily Injury/Property Damage	Single Limit Bodily Injury/Property Damage Limited Pass.	Medical Expense
N52SD	each person	\$	\$	\$	\$	\$	\$ 100,000
	each occurrence	\$	\$	\$	\$	\$	\$ 1,000,000
N91868	each person	\$	\$	\$	\$	\$	\$ 100,000
	each occurrence	\$	\$	\$	\$	\$	\$ 1,000,000

7 ANNUAL PREMIUMS: Your cost for each coverage we provide is shown below. (Where no amount is shown, no coverage is provided)

FAA NUMBER	ANNUAL PREMIUMS: Your cost for each coverage we provide is shown below. (Where no amount is shown, no coverage is provided)								
	COV. A	COV. B	COV. C	COV. D	COV. DL	COV. E	COV. F	COV. G	TOTAL FOR A/C
N52SD	\$	\$	\$	\$	\$ 370	\$ Incl	\$ 1,161	\$ 1,742	\$ 3,273
N91868	\$	\$	\$	\$	\$ 259	\$ Incl	\$ 503	\$ 754	\$ 1,516

8 ENDORSEMENTS ATTACHED WHEN POLICY ISSUED NOS: ANNUAL ENDORSEMENT PREMIUM See Form(s) PREMIUM DUE \$ 0

Form Name Form Version Form Title
 AIP 1195 (08/10) WAR HIJACKING AND OTHER PERILS EXCLUSION
 AIP 1105 (08/10) AIRCRAFT POLICY CONDITIONS

AIRCRAFT INSURANCE POLICY

COVERAGE IDENTIFICATION PAGE

U. S. SPECIALTY INSURANCE COMPANY

■ ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY
 ■ HOUSTON, TEXAS 77040-6094

YOUR POLICY NUMBER AC3004731-06

Prior Policy No. AC3004731-05

AIP 1210	(01/16)	FLORIDA AMENDATORY ENDORSEMENT
AIP 1310	(04/14)	FLORIDA INFORMATION NOTICE
AIP 1680	(08/10)	PROTECTING THE PRIVACY OF INFORMATION
AIP 1881	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AIP 1031	(08/10)	CANCELLING YOUR POLICY
AIP 1048	(08/10)	LIENHOLDER'S INTEREST EXTENSION
AIP 1407	(08/10)	DAMAGED AIRCRAFT-AIRCRAFT PHYSICAL DAMAGE
AIP 1301	(08/10)	ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT
AIP 1544	(08/12)	EXPANSION OF COVERAGE (LIMITED)
AIP 1109	(08/10)	ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT
AIP 1047	(08/10)	WARBIRD EXTENSION OF COVERAGE

9	FAA NUMBER	<p>THE PILOT FLYING THE AIRCRAFT: The aircraft must be operated in flight only by a person shown below, who must have a current and proper (1) medical certificate and (2) pilot certificate with necessary ratings as required by the FAA for each flight. There is no coverage under the policy if the pilot does not meet these requirements.</p>
	N52SD	<p><u>Open Pilot Warranty</u></p> <p>Named Pilots Only</p> <p><u>Named Pilots</u></p> <p>Charles VandenBossche</p> <p><u>Named Pilots with Requirements</u></p>
10	FAA NUMBER	<p>THE USE OF THE AIRCRAFT: The aircraft will be used for your pleasure and business related purposes where no charge is made for such use and also will be used for the following purposes:</p>
	N52SD	<p>Your Static Display and Airshow Fly-Bys, Including Formation Fly-Bys</p>

AIRCRAFT INSURANCE POLICY

COVERAGE IDENTIFICATION PAGE

U. S. SPECIALTY INSURANCE COMPANY

■ ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY
 ■ HOUSTON, TEXAS 77040-6094

YOUR POLICY NUMBER AC3004731-06

Prior Policy No. AC3004731-05

	N91868	No Other Use Approved		
11	ADDITIONAL INTEREST: Payment for Aircraft Physical Loss or Damage under Coverage F or G will be made to you and			
		NAME AND ADDRESS OF LIENHOLDER / LOSS PAYEE	L/I	LOAN BALANCE
	N52SD	Mahopac Bank, ISOA-ATIMA Loan Servicing Department, PO Box 6569; Ithaca, NY, 14851	X	

Countersigned this _____ day of _____, _____

 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: AC3004731-06
Endorsement number:
Issued to (first Named Insured): V12 Enterprises, LLC
Effective: 08/11/2021
For: premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT

In addition to those already protected under PART THREE - LIABILITY TO OTHERS, this policy will also protect

Okaloosa County Board of County Commissioners/Destin-Fort Walton Beach Airport Administration
1701 State Rd. 85 N; Eglin AFB, FL 32542-1498

The person or organization named in this endorsement is included as an insured, but only with respect to their ground storage or tie down of **your aircraft**. Storage or tie down does not include **in motion** or **in flight aircraft** operations.

However, no person or organization or employee or agent is an insured under this endorsement for any **occurrence** arising directly or indirectly out of the act or acts of or while engaged in making, distributing, selling, furnishing, servicing, repairing, renting or leasing any aircraft, aircraft component or product used, or intended for use in or for aircraft.

This endorsement applies to all **aircraft** covered by **your** policy unless the following information is completed.

This endorsement applies only to the following **aircraft**:

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

09/15/2021

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
Assuredpartners Aerospace DbA Airpower Insurance, Llc
1825 W. Knudsen Dr.
Suite 100B
Phoenix, AZ 85027

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

PRODUCER CUSTOMER ID#:

INSURED
V12 Enterprises, LLC
4516 E Highway 20
PMB #116
Niceville, FL 32578

INSURER(S) AFFORDING COVERAGE

%

NAIC #

INSURER A: U.S. SPECIALTY INSURANCE COMPANY

100%

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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											
<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"/>	EXCESS	<input type="checkbox"/>	QUOTA SHARE
<input type="checkbox"/>	NON-OWNED						LIABILITY ONLY	<input checked="" type="checkbox"/>	HULL & LIABILITY		HULL ONLY				

AIRCRAFT INFORMATION

ACORD 333, Aircraft Schedule attached

YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER
1969	Cessna	182M		N91868

TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	AC3004731-06	8/11/2021	8/10/2022	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 100,000	AGREED VALUE	\$ 0	Ded. - Not in motion	
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$ 0	Ded. - In motion	
		\$ 100,000	EA P&S	\$	EA PER AGGR	
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 20,000	EA OCC	
	EXCLUDING CREW					
COVERAGE CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners/Destin-Ft Walton Beach Airport Administration
1701 State Rd. 85 N
Eglin Afb, FL 32542-1498

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 21 (2016/03)

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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

09/15/2021

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 Assuredpartners Aerospace Dba Airpower Insurance, Llc 1825 W. Knudsen Dr. Suite 100B Phoenix, AZ 85027	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID#:	
	INSURER(S) AFFORDING COVERAGE	

INSURED V12 Enterprises, LLC 4516 E Highway 20 PMB #116 Niceville, FL 32578	INSURER A: U.S. SPECIALTY INSURANCE COMPANY	%	NAIC #
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 AD <input checked="" type="checkbox"/>	PLEASURE & BUS <input type="checkbox"/>	COMMERCIAL <input checked="" type="checkbox"/>	AIRPLANE <input type="checkbox"/>
NON-OWNED <input type="checkbox"/>		LIABILITY ONLY <input checked="" type="checkbox"/>	HELICOPTER <input type="checkbox"/>
			MIXED FLEET <input type="checkbox"/>
			EXCESS <input type="checkbox"/>
			QUOTA SHARE <input type="checkbox"/>

AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached	
YEAR 2001	MAKE S C Aerostar S A	MODEL Yak-52TW (Experimental)	REGISTRATION NUMBER N52SD
TERRITORY:			

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED?(Y/N)	SUBROGATION WAIVED?(Y/N)	
	AC3004731-06	8/11/2021	8/10/2022	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT	\$ 110,000	AGREED VALUE	\$ 250	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY	\$ 1,000,000	EA OCC	\$	Ded. - In motion
			\$ 100,000	EAPASS	\$	EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW	\$ 5,000	EA PER	\$ 10,000	EA OCC
		EXCLUDING CREW				
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners/Destin-Ft Walton Beach Airport Administration 1701 State Rd. 85 N Eglin Afb, FL 32542-1498	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AIRCRAFT POLICY SUMMARY

NAMED INSURED: V12 Enterprises, LLC	EFFECTIVE DATE: August 10, 2020
	EXPIRATION DATE: August 10, 2021
MAILING ADDRESS: 4516 E Highway 20, PMB #116 Niceville, FL 32578	
<i>Service Team</i>	
Acct Manager: Kimberly Pereida	INSURANCE COMPANY: US Specialty Insurance Company(IC)
Acct Executive:	
Producer: Tom (TJ) Johnson	POLICY NUMBER: AC3004731-05

AIRPORT(S):

(DTS) DESTIN EXECUTIVE, DESTIN, FL

AIRCRAFT AND COVERAGES:

FAA#	YEAR MAKE & MODEL	SEATS	LANDING GEAR	AIRWORTHINESS	USE	STORAGE
N52SD	2001 S C AEROSTAR S A YAK-52TW	0+0	Retractable	Experimental	Pleasure and business.	Hangared
COVERAGE		LIMIT			DEDUCTIBLES	
Aircraft Hull-Full Flight		\$110,000 Agreed Value			\$250 Not In Motion \$2,500 In Motion	
Aircraft Liability		\$1,000,000 Per Occurrence \$100,000 Per Passenger				

NAMED PILOT(S):

Charles VandenBossche
Art Nalls
Steve Dalton

PILOT TRAINING REQUIREMENT:

NONE

OPEN PILOT WARRANTY:

Named Pilots Only

TERRITORY:

As Endorsed

ADDITIONAL INTEREST(S):

NATURE OF INTEREST	REASON/NOTES	ADDITIONAL INTEREST INFO
30 day Notice of Cancellation Breach of Warranty		Mahopac Bank ISOA ATIMA Loan Servicing Dept PO Box 6569, Ithaca, 14851
30 day Notice of Cancellation Additional Insured		Okaloosa County Airports 5479 A Old Bethel Road, Crestview, 32536

This summary is for informational purposes only and is not intended to replace or change insurance coverages.
Read your policy carefully for a complete description of terms and coverages.

LEASE #: L08-0339-AP
V12 Enterprises, LLC.
DAP BLOCK 8/ LOT 8 XFERED FM # L179
EXPIRES: 01/14/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: AC3004731-05
Endorsement number:
Issued to (first Named Insured): V12 Enterprises, LLC
Effective: 08/10/2020
For: premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT

In addition to those already protected under PART THREE - LIABILITY TO OTHERS, this policy will also protect

Okaloosa County Airports
5479 A Old Bethel Road; Crestview, FL 32536

The person or organization named in this endorsement is included as an insured, but only with respect to their ground storage or tie down of **your aircraft**. Storage or tie down does not include **in motion** or **in flight aircraft** operations.

However, no person or organization or employee or agent is an insured under this endorsement for any **occurrence** arising directly or indirectly out of the act or acts of or while engaged in making, distributing, selling, furnishing, servicing, repairing, renting or leasing any aircraft, aircraft component or product used, or intended for use in or for aircraft.

This endorsement applies to all **aircraft** covered by **your** policy unless the following information is completed.

This endorsement applies only to the following **aircraft**:
N52SD

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: AC3004731-05
Endorsement number:
Issued to (first Named Insured): V12 Enterprises, LLC
Effective: 08/10/2020
For: premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

CANCELLING YOUR POLICY

In the event this policy is canceled by us, thirty (30) days prior written notice will be mailed or delivered to:

Okaloosa County Airports
5479 A Old Bethel Road; Crestview, FL 32536

**LEASE #: L08-0339-AP
V12 Enterprises, LLC.
DAP BLOCK 8/ LOT 8 XFERED FM # L179
EXPIRES: 01/14/2022**

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03-27-2018

Contract/Lease Control #: L08-0339-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: V12 ENTERPRISES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/09/2002

Expiration Date: 01/14/2022

Description of Contract/Lease: DAP BLOCK 8/LOT 8

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

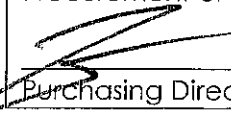
Closed:

Cc: Finance Department Contracts & Grants Office

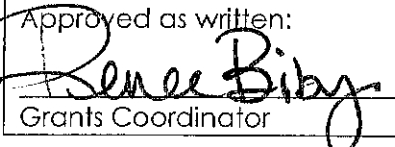
**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L08-0339-AP Tracking Number: 2113-18
Procurement/Contractor/Lessee Name: GSB, LLC Grant Funded: YES ___ NO
Purpose: Assignment of Lease to Via Enterprises, LLC
Date/Term: 1/14/22 1. GREATER THAN \$100,000
Amount: \$1,875.00 annually plus tax 2. GREATER THAN \$50,000
Department: Airports 3. \$50,000 OR LESS
Dept. Monitor Name: Stage/Miner

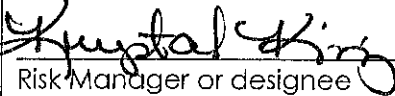
Purchasing Review

Procurement or Contract/Lease requirements are met:

Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young Date: 11/7/17

2CFR Compliance Review (if required)

Approved as written:

Grants Coordinator Renee Biby Date: 11/7/17

Risk Management Review

Approved as written:

Risk Manager or designee Laura Porter or Krystal King Date: 11-14-17

County Attorney Review

Approved as written: See approval label Date: 11/17/17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance

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

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, November 17, 2017 4:12 PM
To: Matthew Young; DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Contract Review

This is approved for legal purposes.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Friday, November 17, 2017 5:03 PM
To: Parsons, Kerry; DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Contract Review

I wasn't able to reach Mr. Miner to receive clarification on 6c being previously added in June, per our discussion. I have removed 6c and incorporated the following as item two (2) in the amendment.

1. The Lessee agrees to comply with the Federal Regulations as set forth in Exhibit 1, which is expressly incorporated herein as part of the Amendment.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Friday, November 17, 2017 3:32 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Contract Review

GSB still has not been corrected, particularly my comments on 6c.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Friday, November 17, 2017 4:20 PM
To: Parsons, Kerry; DeRita Mason

Cc: Lynn Hoshihara
Subject: RE: Contract Review

All I have left is the attached, and the accepted revisions for L3, Ma'am.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Friday, November 17, 2017 3:16 PM
To: Matthew Young <myoung@co.okaloosa.fl.us>; DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: Contract Review

Other than the Brinks contract and HDR renewal (which we are looking at), is there anything outstanding in terms of contract for the December 5th meeting that I have yet to review and send back with revisions or approval?

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

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CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0339-AP
GSB, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Consent to Assignment of Lease and Amendment, made and entered into this 21st day of March, 2018, hereby approves of the assignment between GSB, LLC (“Lessee”) and V12 Enterprises, LLC (“Assignee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L08-0339-AP for Hanger Space at the Destin Executive Amendment of Lease dated June 21, 2017, Assignment of Lease dated March 21, 2014, Lease for Hangar Space Option dated September 9, 2008 and Original Hangar Lease dated January 9, 2002 with a current expiration date of January 14, 2022; and

WHEREAS, Lessee desires an Assignment of Lease from GSB, LLC to V12 Enterprises, 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, the County as a recipient of federal assistance is required to incorporate specific provisions in grant funded contracts. These provisions are being incorporated per this amendment as listed in Exhibit “1”. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit “1”, attached hereto and incorporated herein; 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 L08-0339-AP, the County hereby consents to this assignment of the Lessee interest of GSB, LLC to V12 Enterprises, 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, if bound by all terms of the Lease Agreement as may be amended from time to time and does assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original hereby lease, supplemental agreements, and assignment of leases.

II. AMENDMENT TO THE LEASE AGREEMENT

1. Section 6c titled "Ground Lease" of L08-0339-AP, 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 ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$1,875.00) plus tax.

2. Section 19 titled "Notices" of L08-0339-AP, is 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: V12 Enterprises, LLC, Charlie VandenBossche, 1049 John Sims Parkway East, Suite 2-202, Niceville, FL 32578.

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

(The remainder of this page intentionally left blank)

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

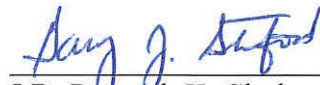
OKALOOSA COUNTY, FLORIDA



Graham W. Fountain, Chairman
Date: 13/21/18



ATTEST:



J.D. Peacock II, Clerk



LESSEE

Greg, GLL
GSL, LLC
Greg Lala
Date: 11/30/17

ATTEST:
Sarah MacHale
Witness
Michelle Marino
Witness

ACKNOWLEDGMENTS

STATE OF LOUISIANA
COUNTY OF TANGIPAHOLA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared GREG LALA 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, 2017, AD.

Rudolph
NOTARY

My Commission Expires 11/30/17
Russell W. Rudolph, Louisiana Notary Public
10241 Destination Dr., Hammond, LA 70403
State of Louisiana Bar Roll No. 19391
My Commission Expires at Death

ASSIGNEE

Charlie VandenBossche

V12 Enterprises, LLC

Charlie VandenBossche

President

Date: 12/18/2017

ATTEST:

Kathleen Gilekic

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 CHARLIE VANDENBOSSCHE 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 18 day of December, 2017, AD.

Sherry A. Walters
NOTARY

My Commission Expires: 5/29/2020

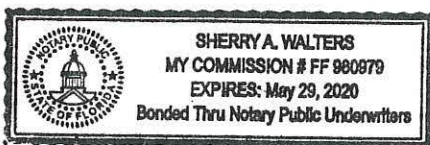


Exhibit "1"

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 Okaloosa County 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 Okaloosa County or any transferee retains ownership or possession of the property.

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, Okaloosa County will there upon revert to and vest in and become the absolute property of Okaloosa County and its assigns.*

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this lease, 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 subcontractor's 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 contract, 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 contract award or within thirty (30) days after assignment to the contract, 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, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline'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 Contractors.

Subcontracts. 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.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-23-2017

Contract/Lease Control #: L08-0339-AP

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: GSB, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/09/2008

Expiration Date: 01/14/2022

Description of Contract/Lease: DAP BLOCK 8/LOT 8

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>LOB-0334-AP</u>	Tracking Number: <u>2220-17</u>
Contractor/Lessee Name: <u>GSB, LLC</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Amendment one</u>	
Date/Term: <u>1-14-22</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$1,875 annuilty plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stacy/winner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met: <u>Ch Powell</u> Purchasing Director or designee	Date: <u>1/24/2017</u> Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written: <u>Krystal King</u> Risk Manager or designee	Date: <u>1-31-17</u> Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>Sec email dated 1/24/2017</u>	Date: _____ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

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

17-0016-1000

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, January 24, 2017 8:23 AM
To: Dave Miner; Charles Powell
Cc: Laura Porter; David Williams
Subject: RE: GSB, LLC Amendment One for Coordination

This is approved for legal sufficiency.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, January 24, 2017 8:36 AM
To: Parsons, Kerry; Charles Powell
Cc: Laura Porter; David Williams
Subject: RE: GSB, LLC Amendment One for Coordination

Ms. Parsons:

Revisions accepted, thank you.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, January 23, 2017 10:44 AM
To: Dave Miner; Charles Powell
Cc: Laura Porter; David Williams
Subject: RE: GSB, LLC Amendment One for Coordination

Please see my revisions.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Friday, January 20, 2017 12:52 PM
To: Charles Powell
Cc: Parsons, Kerry; Laura Porter; David Williams
Subject: GSB, LLC Amendment One for Coordination

Charles:

GSB, LLC Amendment One is attached for coordination. You will receive the original on Monday through distro.

Thank you.

Dave Miner

From: Krystal King
Sent: Tuesday, March 21, 2017 3:32 PM
To: Dave Miner
Subject: RE: Amendment to GSB Hangar Lease

This one is in compliance.

Krystal King
Okaloosa County
Risk Management
(850)688-5877
Fax (850)688-5873

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

From: Dave Miner
Sent: Tuesday, March 21, 2017 3:04 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: Amendment to GSB Hangar Lease

Krystal:

Please review the attached Certificate of Insurance for this amendment and let us know if the COI complies with requirements.

Thank you.

Dave

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

Dave Miner

From: Dave Miner
Sent: Tuesday, March 21, 2017 3:04 PM
To: Krystal King
Subject: Amendment to GSB Hangar Lease
Attachments: Amendment to GSB.pdf

Krystal:

Please review the attached Certificate of Insurance for this amendment and let us know if the COI complies with requirements.

Thank you.

Dave

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

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**Destin Executive Airport Hangar Lease
Tiered Buy Down Option Program**

Lessee GSB, LLC Block 8 Lot 8
Lease # L08-0339-AP

The Okaloosa County Board of County Commissioners approved a Tiered Buy Down Program for any Destin Executive Airport hangar lease with a Board approved ground lease rate greater than \$1.50 per square foot. The program allows a lessee to reduce their Board approved rate to the \$1.50 appraisal rate. This will be retroactive to October 1, 2016 with a flat fee based on the number of years remaining on the current lease term. All other terms and conditions of the lease remain unchanged with the exception of the Care of Premises which will also be updated.

Current Board Approved Ground Rate:	<u>\$ 2.50</u>	Date Approved:	<u>3/21/2014</u>
Current Escalated Rate:	<u>\$ 2.50000</u>	Date Escalated:	<u>3/31/2016</u>
Remaining Lease Term:	<u>5.29</u>	Expiration Date:	<u>1/14/2022</u>



Init: SG

Opt In -Please check and initial this box if you elect the buy down option described above. This signed form must be returned with your fee in the amount of \$ 1,000.00 no later than January 17, 2017. Once signed form and payment are received, we will begin the lease amendment process. All lessees electing this option will be required to sign an amendment to their current lease and this will be presented to the Okaloosa County Board of County Commissioners for approval. The program is expected to be completed by March 7, 2017.



Init: _____

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my Board Approved ground lease rate will remain at its current rate of \$ 2.50000 and will continue to escalate annually per the terms in the agreement.

Print Name Stephen Guidry

Signature [Handwritten Signature]

Date 1/16/17

If you have chosen to Opt In, please return this form and your fee (check) in the amount of \$ 1,000.00 no later than January 17, 2017 to begin the agreement amendment process. Please remember that you will be required to sign an amendment to your current lease and return for Board Approval. The new rate is not effective until your amendment is approved by the Okaloosa County Board of County Commissioners. We expect this process to be completed by March 7th, 2017.

Buy Down Option Forms not returned by January 17, 2017 will automatically be considered as an Opt Out to this program. In addition, Buy Down Option Forms that indicate Opt In that are not returned with the fee by January 17, 2017 will not be processed and will automatically will be Opted Out.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2017

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 Brown & Brown of Kentucky, Inc PO Box 9 Columbia KY 42728		CONTACT NAME: Kevin Kruienza PHONE (A/C, No, Ext): (270) 384-5800 FAX (A/C, No): (270) 384-5400 E-MAIL ADDRESS: kkruienza@reedbrothersinsurance.com	
INSURED GSB Holdings, LLC 10241 Destination Dr. Hammond LA 70403		INSURER(S) AFFORDING COVERAGE INSURER A: Hallmark Insurance Company NAIC # 34037 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL173305737

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AP99-07934-01	12/22/2016	12/22/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<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)

Destin-Fort Walton Beach Airport

CERTIFICATE HOLDER**CANCELLATION**

Additional Insured:
 Okaloosa County
 5749 A Old Bethel Road
 Crestview, FL 32536

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

AUTHORIZED REPRESENTATIVE

Kevin Kruienza/KMK

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Additional Named Insureds

Other Named Insureds

Dixie RV SuperStores of NW Florida

Doing Business As

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Dixie Motors, LLC and Dixie Air of Hammond, LLC
10241 Destination Drive
Hammond, LA 70403

POLICY NUMBER: NAI6003798
POLICY PERIOD: From September 19, 2016 To September 19, 2017
INSURANCE COMPANY: Endurance American Insurance Co.

DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY: Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of March 7, 2017.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By:



W. Brown & Associates Insurance Services

Date of Issue: March 7, 2017
Certificate No.: 5

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N281RV	0465	2013 Cirrus SR22	\$750,000
2	N851RV	50000260	2011 Embraer Phenom 100	\$3,500,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	Nil	Nil	F. All Risk Basis
2	Nil	Nil	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	XXXX	XXXX
2	\$10,000,000	Included	XXXX	XXXX

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$25,000	\$125,000
2	Yes	\$25,000	\$200,000

**Contract # L08-0339-AP
GSB, LLC
DAP BLOCK 8/LOT8
EXPIRES: 01/14/2022**

**AMENDMENT OF LEASE L08-0339-AP
GSB, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 21st day of June, 2017, hereby approves this amendment for lease L08-0339-AP ("the Lease Agreement"), between GSB, LLC. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on March 21, 2014, Lessee entered into an Assignment of Lease for Lease Agreement, L08-0339-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of January 14, 2022; and

WHEREAS, on November 15, 2016 the Board approved a Tiered Buy-Down Option Program. This program enables current lessees with a Board approved rate over \$1.50 to "Opt In" to the new rate by paying a fee based on the lessees remaining lease term, 0 to 5 years \$1,000.00, 6 to 10 years \$2,500.00 and 11 to 20 years \$5,000.00; and

WHEREAS, Lessee desires to Opt In the Tiered Buy-Down program and Lessee's fee, \$1,000.00 (less than six years) has been received; and

WHEREAS, on November 15, 2016 the Board additionally approved the new language for storage of items in the hangar, which the parties now desire to incorporate within the Lease Agreement; 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 agrees to the following:

AMENDMENT

1. Section 6 c titled "Ground Lease" of L08-0339-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee determined by bid. 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 ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE

DOLLARS (\$1,875.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L08-0339-AP, is deleted and replaced as follows:

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

3. Section 13 titled "Taxes" of L08-0339-AP, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

4. Section 18 titled "Insurance" letter "c" of L08-0339-AP, 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. 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, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to

Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 27 "Place of Payments" of L08-0339, is hereby deleted and replaced as follows:

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

6. 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 renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 20 June 2017



ATTEST:

Dany J. Steford
J.D. Peacock II, Clerk
DATE: 6/21/17



LESSEE

Greg Lala
GSB, LLC
Greg Lala
Date: 2/21/17

ATTEST:

Hyun Kim
Witness

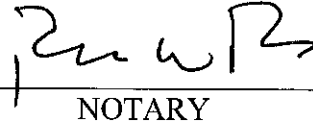
Michelle Marino
Witness

ACKNOWLEDGMENTS

STATE OF LOUISIANA
COUNTY OF TANGIPAHOLA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared GREG LALA 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 21 day of FEBRUARY, 2017, AD.



NOTARY

My Commission Expires: _____

Russell W. Rudolph, Louisiana Notary Public
10241 Destination Dr., Hammond, LA 70403
State of Louisiana Bar Roll No. 19391
My Commission Expires at Death



CA #3

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: GSB, LLC Amendment of Lease
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment One of the GSB, LLC Hangar Lease for Block 8 Lot 8 at the Destin Executive Airport (L08-0339-AP).

BACKGROUND: On March 21, 2014 GSB, LLC entered into an Assignment of Lease for Hangar Space, Block 8 Lot 8, at the Destin Executive Airport. On November 15, 2016 the Board approved a Tiered Buy Down Option Program which enables current lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessee's hangar. GSB, LLC desires to "Opt In" the new hangar lease rate and the Airport has received the fee. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. The GSB, LLC certificates of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve Amendment One to the GSB, LLC Hangar Lease at the Destin Executive Airport as described above.

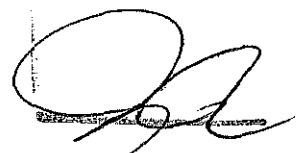
RECOMMENDED BY:


Tracy Stage, Airport Director 6/13/2017

APPROVED BY:


John Hofstad, County Administrator 6/13/2017

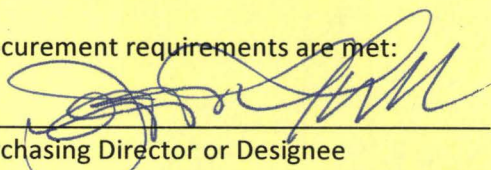
SCANNED

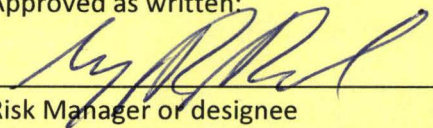


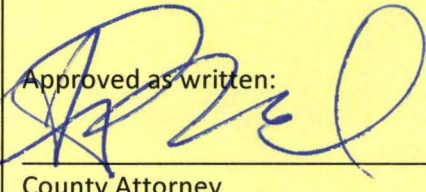
John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0339-AP Tracking Number: 859-14
Contractor/Lessee Name: Randy Felder Grant Funded: YES ___ NO X
Purpose: Assignment of Lease to GSB, LLC
Date/Term: 1/14/2022 1. GREATER THAN \$50,000
Amount: \$ 3,250.00 annually + tax 2. GREATER THAN \$25,000
Department: Airports 3. \$25,000 OR LESS
Dept. Monitor Name: Harman / Miner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review
Procurement requirements are met:

Purchasing Director or Designee Joanne Kublik Date: 2/7/14

Risk Management Review
Approved as written:

Risk Manager or designee Date: 2/7/14

County Attorney Review
Approved as written:

County Attorney Date: 2/17/14

Following Okaloosa County approval:

Contracts & Grants
Document has been received:

Contracts & Grants Manager Date: _____

To Dave 2/21

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE fully executed this 21st day of March, 2014, by and between RANDY FELDER, (hereinafter referred to as the "FIRST PARTY") and GSB, LLC., (hereinafter referred to as the "SECOND PARTY/LESSEE").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a Lease Agreement for a hangar at the Destin/Ft. Walton Beach Airport, Lease for Hangar Space Option dated September 9, 2008, and original lease dated January 9, 2002 with a current expiration date of January 14, 2022.

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 lease for hangar space option and original lease except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 8 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY 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 all terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

SECTION 1:

Change Section 6 c: Ground Lease to read:

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

LEASE #L08-0339-AP
GSB, LLC
DAP BLOCK 8/LOT 8
EXPIRES: 01/14/2022

Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at TWO DOLLARS FIFTY CENTS (\$2.50) per square foot per year for a total annual cost of THREE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$3,125.00) plus tax.

SECTION 2:

Change Section 19: Notices to read:

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 32542-1498. The address of the LESSEE is: GSB Holdings LLC, Greg Lala, 10241 Destination Drive, Hammond, LA 70403.

SECTION 3: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE consists of the following: Sections 1 – 3. It constitutes this entire Assignment of 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.

(The remainder of this page is intentionally left blank)

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



RANDY FELDER
FIRST PARTY

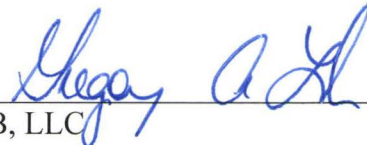
ATTESTS:

Susan Roluchamy

WITNESS

Rebecca Weinberger

WITNESS



GSB, LLC
GREG LALA
SECOND PARTY

ATTESTS:

Susan Roluchamy


WITNESS

Rebecca Weinberger

WITNESS

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


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



CHARLES K. WINDES, JR
CHAIRMAN



ATTEST:



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



ACKNOWLEDGMENTS

STATE OF ~~FLORIDA~~ Louisiana
COUNTY OF OKALOOSA Tangipahoa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RANDY FELDER 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 5 day of March, 2014, AD.


NOTARY

My Commission expires:

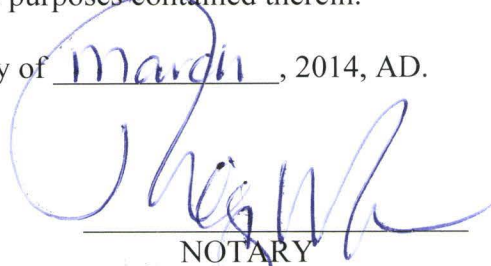


REGINA WADSWORTH
NOTARY PUBLIC #33231
STATE OF LOUISIANA
Commission Expires At Death.

STATE OF ~~FLORIDA~~ Louisiana
COUNTY OF OKALOOSA Tangipahoa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared GREG LALA 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 5 day of March, 2014, AD.


NOTARY

My Commission expires:



REGINA WADSWORTH
NOTARY PUBLIC #33231
STATE OF LOUISIANA
Commission Expires At Death.

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/18/2008

Contract/Lease Control #: L08-0339-AP14-165

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: RANDY FELDER

Lessor: OKALOOSA COUNTY

Effective Date: 9/9/2008

Amount: \$28,420.00

Term/Expires: 1/14/2022

Description of Contract/Lease: DAP BLOCK 8/LOT 8

Department Manager: AIRPORTS

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

RANDY FELDER

This LEASE FOR HANGAR SPACE fully executed this 9TH day of SEPTEMBER, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and RANDY FELDER (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 8 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) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall have an expiration date of January 14, 2022.

SECTION 2: AIRCRAFT OWNERSHIP

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

L08-0339-AP14-165
LESSEE: RANDY FELDER
DAP BLOCK 8/LOT 8
EXPIRES: 1/14/2022

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

COUNTY has constructed one (1) eleven (11) unit "T" Hangar complex.

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. HANGAR FEES:

LESSEE shall pay to the COUNTY a one-time amount of TWENTY-TWO THOUSAND EIGHT HUNDRED (\$22,800.00) dollars which represents 50 percent of the estimated construction cost per unit. In return for said payment, the COUNTY shall abate its hangar rental fee for the first ten (10) years of the lease. Thereafter, hangar rental fees shall be Two Hundred Sixty Four Dollars and Thirty Six Cents (\$264.36) per month commencing on the first day of the first month of the 11th year subsequent to the execution of this lease, and a like sum on the first day of each month for the remaining 10 years of this Lease.

b. HANGAR INSURANCE:

The COUNTY shall process property insurance for the full replacement value on the basic hangar structure exclusive of any improvements made by LESSEE. The annual cost of this policy plus a five (5) percent contingency/administrative fee shall be apportioned among the LESSEEs occupying hangars on October 1 each year.

c. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee determined by bid. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND SIXTY TWO (\$1.62) cents per square foot per year for a total annual cost of TWO THOUSAND THIRTY DOLLARS AND TWELVE CENTS (\$2,030.12) plus tax.

d. 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 nor perform any maintenance in the Leased Premises except for the following: changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, and replacement of plugs, (washing aircraft shall be accomplished at an FDEP approved wash rack) the above considered minor maintenance for an individually-owned/corporate-owned aircraft. An approved Operating Policy relative to Aircraft Maintenance and Fueling of individually owned aircraft is attached herewith and made a part of this LEASE as exhibit "A" for better clarification and compliance procedures. Repairs and maintenance of aircraft not individually owned by LESSEE are strictly prohibited in the leased area. LESSEE shall park ground transportation in it's leased area only and in a manner not to compromise maneuvering of aircraft and safety of others.

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 COUNTY shall at all times maintain property insurance on the leased premises for the full replacement value of the structure. The annual cost shall be apportioned among the lessees. The damage, destruction, or partial destruction of the building shall not release LESSEE from any obligations hereunder, except that the portion of the lease during which these premises cannot be occupied shall have the rent abated, and an equal extension of the term of the lease shall be added.

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: Randy Felder, P.O. Box 354, Watson, LA 70786-0354.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 1,250 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:

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

SECTION 31: ENTIRE LEASE

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

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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

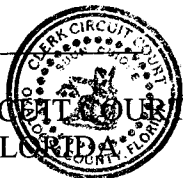
Bill M

JAMES CAMPBELL
CHAIRMAN



ATTEST:

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



Randy Felder
RANDY FELDER

Susan Zeitschel
WITNESS
SUSAN ZEITSCHEL


Edward D. Magnani
WITNESS
EDWARD D. MAGNANI

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 RANDY FELDER 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 29 day of AUGUST, 2008, AD.


NOTARY
DEBRA MCKINNEY #40993

My Commission expires: AT DEATH