

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: ~~9/17/2003~~ 12/2/08 *JL* 6/3/09 *JL*

Contract/Lease Control #: L03-0223-~~SH5-1~~ ⁵⁰ *JL*

Bid #: N/A

Contract/Lease Type: EXPENDITURE

Award To/Lessee: SHERIFF'S DEPARTMENT

Lessor: WINGARD, J.D.

Effective Date: 8/29/2003 \$~~30,000.00~~ [#] 37,500.00

Term: EXPIRES ~~8/31/2008~~ 8/31/2013 *JL*

Description of Contract/Lease: FIREARMS & TACTICAL TRAINING FACILITY

Department Manager: SHERIFF'S DEPARTMENT

Department Monitor: FRED COBB

Monitor's Telephone #: 651-7400

Monitor's FAX #: 609-2086

Date Closed:

MEMORANDUM

Lease# L03-0223-SH5-1
J. D. WINGARD
FIREARMS & TACTICAL TRG FACILITY
FOR SHERIFF DEPT.
EXPIRES: 8/31/2013

STATE OF FLORIDA

COUNTY OF OKALOOSA

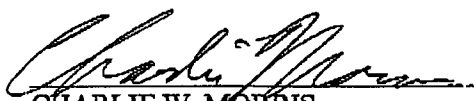
AUGUST 21, 2008

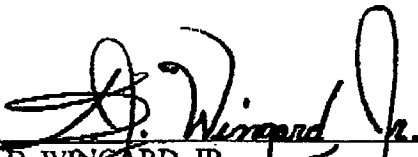
TO: THE BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

FROM: J. D. WINGARD, JR., hereinafter called "Lessor", and
CHARLIE W. MORRIS, Sheriff of Okaloosa County, Florida

1. On August 29, 2003, Lessor and Sheriff Morris and The Board of County Commissioners of Okaloosa County, Florida, entered into a five (5) – year Lease for the use of Lessor’s real property described in Exhibit “A” attached hereto to be used as a Firearms and Tactical Training Facility.
2. Pursuant to Paragraph Six (6) of the subject Lease, Sheriff Morris has indicated to Lessor that his Department desires to extend the term of the subject Lease for one (1) additional successive term of sixty (60) months, commencing on September 1, 2008 and ending at midnight on August 31, 2013.
3. Pursuant to Paragraph Six (6) of the subject Lease, Lessor and Sheriff Morris hereby agree that all of the terms of the Extended Lease will be the same as in the initial Lease, with the exception of the monthly rental, which will be increased to \$625.00.

WHEREFORE, Lessor and Sheriff Morris have set their respective hands and seals this day, month and year first above written.


 CHARLIE W. MORRIS
 Sheriff, Okaloosa County, Florida
 Date: 8-21-08


 J. D. WINGARD, JR.
 Lessor
 Date: August 21, 2008

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21st day of August, 2008, by CHARLIE W. MORRIS, Sheriff of Okaloosa County, Florida, who is personally known to me or produced as identification.

Debra A. Barrineau

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



My Commission Number is:

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21 day of August, 2008, by J. D. WINGARD, JR., as Lessor, who is personally known to me or produced as identification.



Brad Steele

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 12/13/09

My Commission Number is: DD 499147

STATE OF FLORIDA
COUNTY OF OKALOOSA



THIS LEASE, made and entered into this 29 day of August, 2003, by and between J. D. WINGARD, JR., hereinafter called "Lessor", and The BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, whose mailing address is Board of County Commissioners, 1804 Lewis Turner Blvd., Ft. Walton Beach, Florida 32547, hereinafter called "Lessee",

WITNESSETH:

1. That for and in consideration of the rental to be paid by "Lessee" as hereinafter stated and under the terms and conditions hereinafter expressed, "Lessor" does hereby demise and lease unto "Lessee" for the use of the Okaloosa County Sheriff, the improved real estate described in Exhibit "A" attached hereto to be used as a Firearms and Tactical Training Facility.

2. The term of said Lease is for a period of sixty (60) months, commencing on the first (1st) day of September, 2003, and ending at midnight on the thirty first (31st) day of August, 2008, and the rental to be paid by "Lessee" for the said sixty (60) month term, to "Lessor", is the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS in the aggregate, and which is payable in sixty (60) monthly installments of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS each, the first monthly installment being due and payable on September 1st, 2003, and the remaining monthly installments being due on the first (1st) day of each month thereafter during the said rental term. In the event that Lessee fails to pay said rent on or before the twenty fifth (25th) day of the month in which the rental is due, Lessee hereby agrees to pay to Lessor a late charge of TEN PERCENT (10%) of the amount of the rent due. In addition to the above, in the event that Lessee fails to pay said rent on or before the thirtieth (30th) day of the month in which the rental is due, a default shall be deemed to have occurred and this Lease shall immediately terminate pursuant to the terms of Paragraphs 17 and 18 hereof.

L03-0223-SH5-1
FIREARMS & TACTICAL TRAINING
FACILITY
WINGARD, J.D.
EXPIRES: 8/31/2008

3a. It is agreed by and between the parties hereto that "Lessee" has accepted the subject improved real property in an "as is" condition and that "Lessee" through the Sheriff of Okaloosa County, shall, at its sole cost and expense, conduct the initial "clean-up" of the subject premises, alter, remodel, fence, erect and construct improvements, repair, paint and make structural modifications to the interior and exterior of any such improvements which "Lessee" shall erect or construct, all in a good, first-class workmanlike manner to cause the premises to be usable as a Firearms and Tactical Training Facility.

3b. It is further agreed by and between the parties hereto that "Lessee" through the Sheriff of Okaloosa County, at its sole cost and expense, shall further maintain and keep the premises, including without limitation, the entire exterior and grounds of the demised premises and all fences and other improvements whatsoever which "Lessee" may erect or construct upon the demised premises, in good condition and repair during the term of this Lease and any renewal term thereof. "Lessee" shall through a regular maintenance program recover projectile materials deposited on the premises so as to maintain the premises during the term of the lease or extensions of the lease in substantially the same or in better condition as the premises were at the time of initial possession.

4. "Lessee" through the Sheriff of Okaloosa County shall procure and maintain in force during the term of this Lease and any extension thereof, at its sole expense, public liability insurance in companies and through brokers approved by "Lessor", adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each person injured, ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for any one accident, and ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for property damage. Such insurance policies shall provide coverage for "Lessor's" contingent liability on such claims or losses. The policies shall be delivered to "Lessor" for keeping. "Lessee" agrees to obtain a written obligation from the insurers to notify "Lessor" in writing at least thirty (30) days prior to cancellation or refusal to

renew any such policies. "Lessee" agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, "Lessor" may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to "Lessor" as additional rent within the month following the date on which such premiums are paid.

5. It is agreed by and between the parties hereto that any and all improvements to the demised premises including, but not limited to, all fences, lights, lighting fixtures, electrical equipment, water pipes and plumbing fixtures shall, upon the completion or installation of the improvements, become the sole property of "Lessor". All modular buildings, furniture, furnishings and training equipment used in said premises, supplies and other miscellaneous items purchased at the sole cost and expense of "Lessee" shall at all times be and remain the property of "Lessee" and "Lessee" shall have the right to remove the same from said premises at the termination of this Lease, provided "Lessee" shall not be in default hereunder.

6. At the sole and exclusive option of "Lessor", "Lessee" may be allowed to extend the term of this Lease for one (1) additional successive term of sixty (60) months, by giving "Lessor" written notice of its desire to do so at least THIRTY (30) DAYS in advance of the expiration of the present term. Rent for the option period will be negotiated at that time. All other terms and conditions will remain the same.

7. The premises are leased to be used as a Firearms and Tactical Training Facility by "Lessee". "Lessee" and the Sheriff of Okaloosa County agree to restrict its use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of "Lessor".

8. "Lessee" and the Sheriff of Okaloosa County shall not use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the premises. "Lessee" further agrees

not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. "Lessee" shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and any improvements thereon.

9. "Lessee" and the Sheriff of Okaloosa County shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

10. "Lessee" shall permit "Lessor", his agents and employees to enter the leased premises at reasonable hours to examine the same or for other lawful purposes.

11. "Lessor" warrants and represents that he is the owner of the leased premises and has good and lawful right to lease the same as provided herein, and does warrant and guarantee that "Lessee" shall have peaceful possession of the premises for the term of this Lease.

12a. "Lessor" agrees to pay all ad valorem taxes and assessments upon the leased premises. "Lessee" does hereby agree to pay and obtain all licenses and taxes incident to the operation of its business and that "Lessee" will keep the premises clean and comply with all regulations established or to be established by the Board of Health, City of Crestview, County of Okaloosa, State of Florida, or other authorities relative to the operation of the Firearms and Tactical Training Facility.

12b. "Lessee" and the Sheriff of Okaloosa County do further agree to indemnify "Lessor" and comply with all State, Federal and local laws and regulations pertaining to the operation of the Firearms and Tactical Training Facility, and shall pay to "Lessor", all sums, fines or penalties which may be lawfully demanded of "Lessee" for failure to comply; and "Lessee" further covenants and warrants that it will surrender the premises at the termination of this Lease, free and clear of any encumbrances or indebtedness to any person or persons whomsoever incurred. "Lessee" further covenants that it will quit and surrender the

premises at the termination of this Lease in as good state of condition and repair as of the date of the commencement of this Lease, including the removal of projectile materials and any and all other environmentally hazardous materials placed or deposited on the premises by "Lessee."

13a. "Lessee" and "Lessor" agree and understand that the purpose of this Lease is to obtain and operate a Firearms and Tactical Training Facility for law enforcement and correctional personnel. The Firearms and Tactical Training Facility will be open to all Okaloosa County law enforcement and correctional officers, including all municipal officers and their respective K-9 officers with dogs, for firearms training under the control and supervision of the Sheriff of Okaloosa County, Florida. The Sheriff may charge other agencies a reasonable fee for the use and clean-up of the facility as a result of their use.

13b. In the unforeseen event that State or Federal regulations, requirements, or administrative action render the property unusable as a Firearms and Tactical Training Facility, then the Lease shall be terminated until such time as the defect or problem can be resolved. The "Lessee" and the Sheriff of Okaloosa County shall be responsible for all defects or problems caused by the Sheriff's use of the premises and shall indemnify "Lessor" for defects or problems caused by the Sheriff's use of the premises. In the event that State or Federal regulations, requirements, or administrative action render the property unusable as a Firearms and Tactical Training Facility, then upon termination of the Lease, "Lessee" covenants that it will quit and surrender the premises in as good a state of condition and repair as of the date of commencement of this Lease, including the removal of projectile materials and any and all other environmentally hazardous materials placed or deposited on the premises by "Lessee."

14. "Lessee" agrees to pay all utility charges and deposits incurred with respect to the use of the demised premises.

15. "Lessee" and the Sheriff of Okaloosa County agree that, at the expiration of the term of this Lease, or sooner termination of this Lease, it will quit and surrender said premises leased to and used by said "Lessee" in as good a state of condition and repair as of the date of the commencement of this Lease, including the removal of projectile materials and any and all other environmentally hazardous materials placed or deposited on the premises by "Lessee", with reasonable wear and tear being excepted.

16. "Lessee" and/or the Sheriff of Okaloosa County shall maintain extended coverage hazard insurance on all improvements on the demised premises for their full and insurable value. As evidence of obtaining such insurance on the improvements, "Lessee" shall supply "Lessor" with a copy of said policy of insurance.

17. Appointment of a Receiver to take possession of "Lessee's" assets (except a Receiver appointed at "Lessor's" request as herein provided), "Lessee's" general assignment for benefit of creditors, or "Lessee's" insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease.

18. If "Lessee" breaches this Lease, "Lessor" shall have the following remedies in addition to his other rights and remedies in such event:

a. Reentry. "Lessor" may reenter the premises immediately, and remove all "Lessee's" personnel and property therefrom. "Lessor" may store the property in a public warehouse or at another place of his choosing at "Lessee's" expense or to the "Lessee's" account.

b. Termination. After reentry, "Lessor" may terminate the Lease on giving seven (7) days' written notice of such termination to "Lessee". Reentry only, without notice of termination, will not terminate the Lease.

c. Reletting Premises. After reentering, "Lessor" may relet the premises or any part thereof, for any term, without terminating the Lease at such rent and on such terms as he may choose. "Lessor" may make alterations and repairs to the premises.

(1) Liability of "Lessee" on Reletting. "Lessee" shall be liable to "Lessor" in addition to its other liability for breach of the Lease for all expenses of the reletting, and of the alterations and repairs made, which "Lessor" may incur. In addition "Lessee" shall be liable to "Lessor" for the difference between the rent received by "Lessor" under the reletting and the rent that is due for the same period under this Lease.

(2) Application of Rent on Reletting. "Lessor" at his option may apply the rent received from reletting the premises as follows:

- (a) To reduce "Lessee's" indebtedness to "Lessor" under the Lease, not including indebtedness for rent;
- (b) To expenses of the reletting and alterations and repairs made;
- (c) To rent due under this Lease;
- (d) To payment of future rent under this Lease as it becomes due.

If the new "Lessee" does not pay a rent installment promptly to "Lessor", and the rent installment has been credited in advance of payment to "Lessee's" indebtedness other than rent, or if rentals from the new "Lessee" have been otherwise applied by "Lessor" as provided herein, and during any rent installment period are less than the rent payable for the corresponding period under this Lease, "Lessee" agrees to pay "Lessor" the deficiency separately for each rent-installment deficiency period, and before the end of that period.

"Lessor" may at any time after such reletting terminate the Lease for the breach because of which he reentered and relet.

"Lessor" may recover from "Lessee" on terminating the Lease for "Lessee's" breach all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the Lease term, which sum shall be immediately due "Lessor" from "Lessee".

d. Appointment of Receiver. After reentry, "Lessor" may procure the appointment of a Receiver to take possession of and collect rents and profits from "Lessee's" business. If necessary, to collect such rents and profits the Receiver may carry on "Lessee's" business and take possession of "Lessee's" personal property used in the business, including inventory, trade fixtures and furnishings, and use them in the business without compensating "Lessee" therefor. Proceedings for appointment of a Receiver by "Lessor", or the appointment of a Receiver and the conducting by him of "Lessee's" business, shall not terminate this Lease unless "Lessor" has given "Lessee" written notice of such termination as provided herein.

19. If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, regardless of whether the premises shall be rendered unusable in whole or in part, "Lessor" shall have the sole option to rebuild or repair such damage at his own expense and the rent meanwhile shall be abated in whole until the leased premises have been put in complete repair. If "Lessor" elects not to rebuild or repair said premises, then this Lease shall be terminated. Upon the termination of this Lease, "Lessee" covenants that it will quit and surrender the premises in as good a state of condition and repair as of the date of commencement of this Lease, including the removal of projectile materials and any and all other environmentally hazardous materials placed or deposited on the premises by "Lessee."

20. All rent to be paid hereunder shall be paid to:

J. D. Wingard, Jr.
Crestview Investment Company
101 North Wilson Street
Post Office Box 171
Crestview, FL 32536

21. "Lessee" shall not sublease, transfer, or assign any part or all of said premises or any of its rights as provided herein.

22. "Lessee" agrees that it will pay all costs, expenses and charges, including reasonable attorney's fees, incurred in proceedings begun or had to enforce the provisions of this Lease, or in collection of the sums secured hereby, and the same shall become a part of such sum so secured.

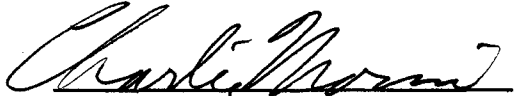
23. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. "Lessor's" address for this purpose shall be Post Office Box 171, Crestview, Florida 32536, or such other address as he may designate to "Lessee" in writing. Notices to "Lessee" may be addressed to "Lessee" at 101 E. James Lee Blvd., Crestview, Florida 32536.

24. "Lessor's" waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived.

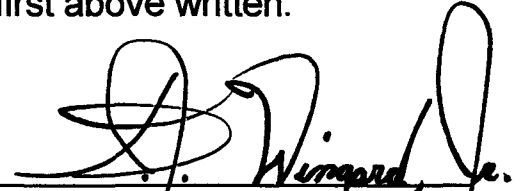
25. This Lease and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

26. Time is of the essence of this Lease.

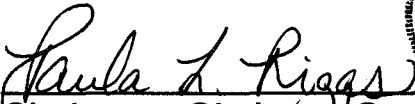
IN WITNESS WHEREOF, we have hereunto set our hands and seals this day, month and year first above written.



Charlie W. Morris
Sheriff, Okaloosa County, FL
Date: 8-28-03



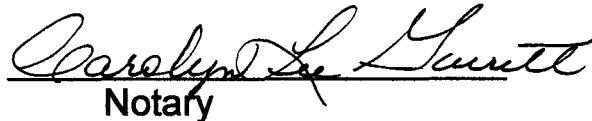
J. D. Wingard, Jr.
Lessor
Date: 8-29-03



Chairman, Okaloosa County
Board of County Commissioners



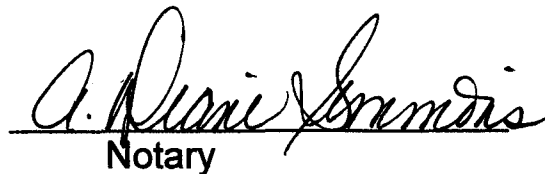
Charlie W. Morris, Sheriff of Okaloosa County, Florida who is personally known to me appeared before me and affirmed that he executed the above document.


Notary



Carolyn Lee Garrett
MY COMMISSION # DD209549 EXPIRES
June 21, 2007
BONDED THRU TROY FAIN INSURANCE, INC

J. D. Wingard, Jr., who is personally known to me appeared before me and affirmed that he executed the above document.

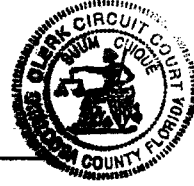

Notary



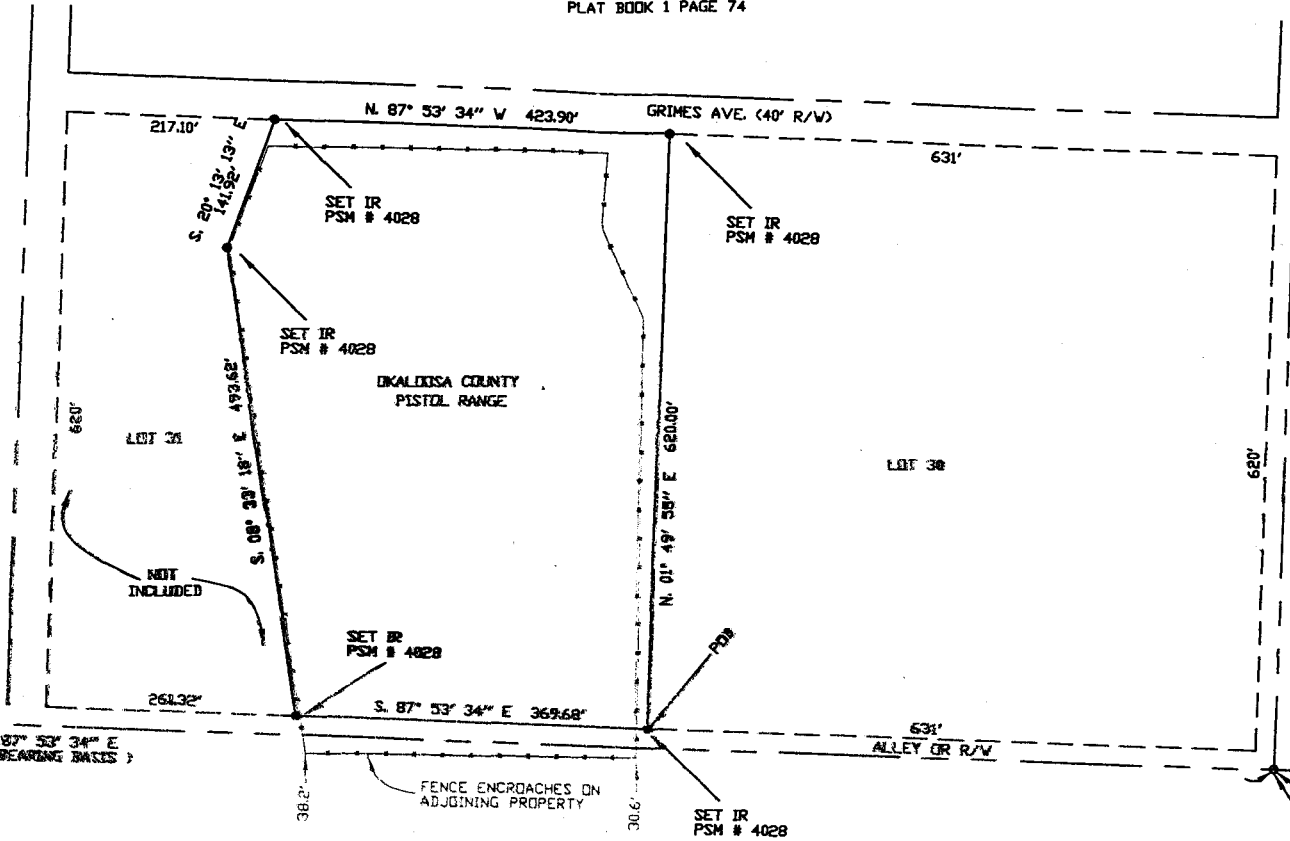
"OFFICIAL SEAL"
A. Diane Simmons
My Commission Expires 3/6/07
DD 190761

I, Gary J. Stanford, Clerk of the County Commission, do hereby certify that the above Lease was ratified and adopted by the Board of County Commissioners on August 5th, 2003.

Gary J. Stanford
for Clerk



DAKCREST FARMS AND GROVES
 OKALOOSA COUNTY
 CRESTVIEW FLORIDA
 PLAT BOOK 1 PAGE 74



S 87° 53' 34" E
 (BEARING BASES)

SE CORNER OF THE
 SW 1/4; ALSO THE
 SE CORNER OF
 DAKCREST FARMS & GROVES

UNPLATTED

LOT 31, DAKCREST FARMS & GROVES, as recorded in Plat Book 1, Page 74,
 proceed North 01 degrees 49 minutes 55 seconds East 620.00 feet
 Northeast corner of said Lot 31; thence North 87 degrees 53 minutes
 North line of said Lot 31; thence departing North line proceed South 20
 feet; thence South 08 degrees 33 minutes 18 seconds East 493.62 feet
 31; thence South 87 degrees 53 minutes 34 seconds East 369.68 feet
 ending. Contains 5.96 acres, more or less.

DESCRIPTION			
	BOOK	PAGE	OKALOOSA
ENCROACHMENTS			
SCALE	1" = 200'	DATE	27 AUGUST 2003

CONDUCTED BY, OR FURNISHED TO THE UNDERSIGNED FOR THE SUBJECT PROPERTY.
 IF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO
 ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC

I HEREBY CERTIFY THE HEREDON
 BEST OF MY KNOWLEDGE AND I
 APPROVE WITH THE INTENT