

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/10/2017

Contract/Lease Control #: L17-0452-AP

Bid #: N/A

Contract/Lease Type: LEASE AGREEMENT

Award To/Lessee: OAKWELLS COMMUTER RAIL, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/01/2017

Term: 01/31/2022

Description of Contract/Lease: FOOD and BEVERAGE CONCESSION

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

INSURANCE SUMMARY

Prepared For:

Oakwells Commuter Rail LLC
1035 S Semoran Blvd Suite 1011
Winter Park, FL 32792

Date Prepared: 3/12/2021



Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services, Inc.
324 West Wendover Avenue Suite 112
Greensboro, NC 27408

Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Commercial Package - Minot ND	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BBP001818400	BBP0003492-01

Named insured: Oakwells Commuter Rail LLC DBA Trestle Tap House

COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises Limit	\$100,000
Medical Expense Limit (Any one person)	\$5,000

Coverage is written on a(n) Occurrence basis.

CONTRACT#: L17-0452-AP
OAKWELLS COMMUTER RAIL, LLC
FOOD AND BEVERAGE CONCESSION
EXPIRES: 01/31/2022

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SCHEDULE OF LOCATIONS

Location	Building	Address
1	1	310 Airport Rd Minot, ND 58703

SCHEDULE OF EXPOSURES

State	Loc	Class Code	Classification	Basis Premium	Estimated Exposure	Premises/ Operations Rate	Products Rate
ND	1	16816	Restaurant, with bar and no dance floor	R	800,000		

Premium Basis = A-Area C-Total Cost M-Admissions P-Payroll R-Receipts S-Gross Sales T-See classifications notes U-Units

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Additional Interests

Loc #	Bldg #	Name	Address	Interest
1	1	City of Minot	515 2 nd Ave SW, Minot ND 58701	Additional Insured
1	1	Oakwells Commuter Rail LLC	Blanket AI when required by written contract	
1	1	Bank of America, N.A. Its Successors and/or Assigns	One Independence Center, 101 North Tryon Street, Charlotte NC 28255	Loss Payee

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Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PREMIUM
Commercial Package - Minot ND	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BBP001818400	BBP0003492-01

COMMERCIAL LIQUOR LIABILITY

General Aggregate \$2,000,000

Each Common Cause \$1,000,000

SCHEDULE OF LOCATIONS

Location	Building	Address
1	1	310 Airport Rd Minot, ND 58703

Additional coverages:
Hired/Non-Owned Automobile - \$1,000,000 Limit

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Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Commercial Package - Minot ND	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BBP001818400	BBP0003492-01

COMMERCIAL PROPERTY

Schedule of Locations

Location #	Address
1	310 Airport Rd , Minot, ND 58703

Commercial Property Coverages

Location Number: 1

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Income without Extra Expense			Special (Including theft)		L
1	Business Personal Property	\$84,365	\$500	Special (Including theft)	80%	R

Valuation Key: R =Replacement Cost / L = Actual Loss Sustained / A = Actual Cash Value / V = Agreed Value

Additional coverages:

Equipment Breakdown – Included

Seasonal Increase – 25%

Businessowners Plus Endorsement - \$100,000 Limit

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Date Prepared: 3/12/2021

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Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Umbrella - Minot ND	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BUM000602900	BUM0001406-01

COMMERCIAL UMBRELLA

\$1,000,000 Each Occurrence – Bodily Injury & Property Damage
\$1,000,000 General Aggregate
\$0 Retention

Schedule of Underlying Policies

General Liability

COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS/COMPLETED OPERATIONS
General Casualty Co of WI	BBP0018184-00	2/1/2021	2/1/2022	\$1,000,000	\$2,000,000	\$2,000,000

Liquor Liability

COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	AGGREGATE LIMIT	EACH COMMON CAUSE LIMIT
General Casualty Co of WI	BBP0018184-00	2/1/2021	2/1/2022	\$2,000,000	\$1,000,000

Business Automobile – Hired/Non Owned Liability

COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIABILITY LIMIT
General Casualty Co of WI	BBP0018184-00	2/1/2021	2/1/2022	\$1,000,000

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Insurance | Risk Management | Consulting

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Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Commercial Package - A/O States	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BPK000952300	BPK0007952-00

Named insureds: Oakwells Commuter Rail, LLC; DBA Oakwells 145AS & Oakwells 145LS & Arrowhead Tap House & Refinery Kitchen & Bar #153

COMMERCIAL PROPERTY

Schedule of Locations

Location #	Address
1	1701 State Road 85 N , Eglin AFB, FL 32542
2	1035 S Sermon Blvd Bldg 2, Ste 1040, Winter Park, FL 32792
3	200 CWA Drive, Mosinee, WI 54455
4	200 Terminal Dr , Lafayette, LA 70508
5	2850 Airport Dr, La Crosse, WI 54603
6 – Bldgs 1 & 2	2800 Terminal Dr, Great Falls, MT 59404
7	14127 Jensen Lane , Williston, ND 58801
8	2500 S. Bicentennial Blvd, Suite 100, Mcallen, TX 78503

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Date Prepared: 3/12/2021

Commercial Property Coverages

Location Number: 1

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Income with Rental Value	\$500,000		Special (Including theft)		Monthly Limit – 1/3
1	Business Personal Property		1,000	Windstorm		R
1	Business Personal Property		1,000	Theft		R
1	Business Personal Property	\$70,000	1,000	Special (Including theft)	80%	R

Location Number: 2

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Income with Rental Value	\$25,000		Special (Including theft)		Monthly Limit – 1/3
1	Business Personal Property		1,000	Windstorm		R
1	Business Personal Property		1,000	Theft		R
1	Business Personal Property	\$5,000	1,000	Special (Including theft)	80%	R

Location Number: 3

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Personal Property		500	Windstorm		R
1	Business Personal Property		500	Theft		R
1	Business Personal Property	\$50,000	500	Special (Including theft)	80%	R

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Date Prepared: 3/12/2021

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Location Number: 4

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Personal Property		500	Windstorm		
1	Business Personal Property		500	Theft		
1	Business Personal Property	\$52,020	500	Special (Including theft)	80%	R

Location Number: 5

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Personal Property		500	Windstorm		
1	Business Personal Property		500	Theft		
1	Business Income with Rental Value	\$1,000,000	500	Special (Including theft)		Monthly Limit – 1/3
2	Business Personal Property	\$60,000	500	Special (Including theft)	80%	R

Location Number: 6

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Income with Rental Value			ALS Special Form Including Theft		L
2	Business Personal Property	\$70,000	1,000	Special (Including theft)	80%	R

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Date Prepared: 3/12/2021

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Location Number: 7

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Personal Property	\$84,365	1,000	Special (Including theft)	80%	R w/ 4% inflation guard
1	Business Income with Rental Value			ALS Special Form including Theft	80%	L

Location Number: 8

Bldg #	Subject of Insurance	Limit	Deductible	Cause of Loss	Coinsurance %	Valuation
1	Business Personal Property		1,000	Windstorm		R
1	Business Personal Property		1,000	Theft		R
1	Business Income with Rental Value	\$750,000		Special (Including theft)		
1	Business Personal Property	\$84,365	1,000	Special (Including theft)	80%	R

Valuation Key: R = Replacement Cost / L = Actual Loss Sustained / A = Actual Cash Value / V = Agreed Value

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Gallagher

Insurance | Risk Management | Consulting

Date Prepared: 3/12/2021

Arthur J. Gallagher Risk Management Services, Inc.
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Greensboro, NC 27408

Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Commercial Package - A/O States	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BPK000952300	BPK0007952-00

COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises Limit	\$100,000
Medical Expense Limit (Any one person)	\$5,000

Coverage is written on a(n) Occurrence basis.

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Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services, Inc.
324 West Wendover Avenue Suite 112
Greensboro, NC 27408

Date Prepared: 3/12/2021

SCHEDULE OF LOCATIONS

Location	Building	Address
1	1	1701 State Road 85 N Eglin AFB, FL 32542
2	1	1035 S Sermon Blvd Bldg 2, Ste 1040 Winter Park, FL 32792
3	1	200 CWA Drive, Mosinee, WI 54455
4	1	200 Terminal Dr Lafayette, LA 70508
5	1	2850 Airport Dr, La Crosse, WI 54603
5	2	2850 Airport Dr, La Crosse, WI 54603
6	1	2800 Terminal Dr, Great Falls, MT 59404
6	2	2800 Terminal Dr, Great Falls, MT 59404
7	1	14127 Jensen Lane Williston, ND 58801
8	1	2500 S. Bicentennial Blvd, Suite 100 Mcallen, TX 78503

SCHEDULE OF EXPOSURES

State	Loc	Class Code	Classification	Basis Premium	Estimated Exposure	Premises/ Operations Rate	Products Rate
FL	1	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	1,411,899		

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State	Loc	Class Code	Classification	Basis Premium	Estimated Exposure	Premises/ Operations Rate	Products Rate
FL	1	13506	Gift Shops--Other Than Not-For-Profit	Sales	If Any		
FL	2	61224	Buildings or Premises--Office--Premises Occupied by Employees of the Insured-- Other Than Not-For-Profit	Area	1,328		
WI	3	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	300,000		
LA	4	13506	Gift Shops--Other Than Not-For-Profit	Sales	312,000		
LA	4	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	255,000		
WI	5	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	480,347		

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Winter Park, FL 32792



Insurance | Risk Management | Consulting

Date Prepared: 3/12/2021

Arthur J. Gallagher Risk Management Services, Inc.
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Greensboro, NC 27408

State	Loc	Class Code	Classification	Basis Premium	Estimated Exposure	Premises/ Operations Rate	Products Rate
WI	5	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	If Any		
MT	6-1	13506	Gift Shops--Other Than Not-For-Profit	Sales	286,910		
MT	6-1	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	673985		
MT	6-2	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	If Any		
ND	7	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	800,000		

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Gallagher

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State	Loc	Class Code	Classification	Basis Premium	Estimated Exposure	Premises/ Operations Rate	Products Rate
TX	8	16916	Restaurants--with Sale of Alcoholic Beverages that are 30% or More of But Less Than 75% of the Total Annual Receipts of the Restaurants--without Dance Floor	Sales	750,000		

Premium Basis = A-Area C-Total Cost M-Admissions P-Payroll R-Receipts S-Gross Sales T-See classifications notes U-Units

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Additional Interests

Loc #	Bldg #	Name	Address	Interest
		Central Wisconsin Airport	@ 1701 State Road 85 N, Elgin AFB FL	Additional Insured
		City of Williston		Additional Insured
		City of McAllen and/or McAllen Public Utility (MPU) and their employees, officers, officials, agent and volunteers		Additional Insured and Waiver of Subrogation
		Silver City Lakeview LLC	@ 103 S Semoran Blvd, Winter Park FL	Additional Insured
		Marathon County	@ 1701 State Road 85 N, Elgin AFB FL	Additional Insured
		Portage County	@ 1701 State Road 85 N, Elgin AFB FL	Additional Insured
		Bank of America, N.A.	Locations 1, 2, 3, 4, 5, 6, 7	Loss Payee

Notice to Others of Cancellation

Loc #	Bldg #	Name	Address	Days
		City of Williston, North Dakota	14127 Jensen Ln, Williston, ND 58801	30 Days
		City of McAllen and/or McAllen Public Utility (MPU) and their employees, officers, officials, agent and volunteers	PO Box 220, 1300 Houston, McAllen TX 78505-0220	30 Days
		City of Great Falls and the County of Cascade	2800 Terminal Dr, Great Falls MT 59404	30 Days
		Okaloosa County Airports	1701 State Rd 85 N, Elgin AFB, FL 32542	30 Days

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		Central Wisconsin Airport	200 Cwa Dr, Ste 201, Mosinee, WI 54455	30 Days
		Bank of America, N.A.	One Independence Center, 101 North Tryon St, Charlotte NC 28255	30 Days

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Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Commercial Package - A/O States	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BPK000952300	BPK0007952-00

COMMERCIAL LIQUOR LIABILITY

General Aggregate	\$2,000,000
Each Common Cause	\$1,000,000

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Date Prepared: 3/12/2021**Page 19 of 22****SCHEDULE OF LOCATIONS for Liquor Liability**

Location	Building	Address
1	1	1701 State Road 85 N Eglin AFB, FL 32542
3	1	200 CWA Drive, Marathon Mosinee, WI 54455
4	1	200 Terminal Dr Lafayette, LA 70508
6	1	2800 Terminal Dr, Great Falls, MT 59404
7	1	14127 Jensen Lane Williston, ND 58801
8	1	2500 S. Bicentennial Blvd, Suite 100 Mcallen, TX 78503

SCHEDULE OF EXPOSURES

State	Loc	Class Code	Classification	Basis Premium	Estimated Exposure
FL	1	58161	Liquor Liability	Sales	416,848
WI	3	58161	Liquor Liability	Sales	141,000
LA	4	58161	Liquor Liability	Sales	510,000
MT	6	58161	Liquor Liability	Sales	206,641
ND	7	58161	Liquor Liability	Sales	64,215

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Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Umbrella – A/O States	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BUM000917500	BUM0005663-00

COMMERCIAL UMBRELLA

\$4,000,000 Each Occurrence – Bodily Injury & Property Damage
 \$4,000,000 General Aggregate
 Retention

**Schedule of Underlying Policies
 General Liability**

COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS/COMPLETED OPERATIONS
General Casualty Co of WI	BPK0009523-00	2/1/2021	2/1/2022	\$1,000,000	\$2,000,000	\$2,000,000

Automobile Liability

General Casualty Co of WI	BCA0006031-00	2/1/2021	2/1/2022	\$1,000,000
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Employers Liability

General Casualty Co of WI	BWC0004594-00	2/1/2021	2/1/2022	\$100,000	\$100,000	\$500,000
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Liquor Liability

COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH COMMON CAUSE	AGGREGATE
General Casualty Co of WI	BPK0009523-00			\$1,000,000	\$2,000,000

IMPORTANT: This summary is only an outline of the insurance policy arranged through this office. It does not include all of the terms, coverages, exclusions, limitations, and conditions in the actual insurance contract. You must read the policy itself for those details. If in reading the policy you have any questions, please contact this office.

INSURANCE SUMMARY

Prepared For:

Oakwells Commuter Rail LLC
1035 S Semoran Blvd Suite 1011
Winter Park, FL 32792



Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services, Inc.
324 West Wendover Avenue Suite 112 Greensboro NC
27408

Date Prepared: 3/12/2021

Page 21 of 22

Coverage	EFFECTIVE DATE	EXPIRATION DATE	COMPANY	POLICY NUMBER	PRIOR POLICY #
Automobile – A/O States	2/1/2021	2/1/2022	General Casualty Company of Wisconsin	BCA000603100	
BUSINESS AUTOMOBILE					
\$1,000,000	Hired/Non-Owned Liability Limit				

Notice of Cancellation:

- 30 days to Central Wisconsin Airport
- 30 days to City of Great Falls and the County of Cascade
- 30 days to City of Williston, North Dakota
- 30 days to City of McAllen

Designated Insureds:

- Okaloosa County
- City of Williston, North Dakota
- City of McAllen

IMPORTANT: This summary is only an outline of the insurance policy arranged through this office. It does not include all of the terms, coverages, exclusions, limitations, and conditions in the actual insurance contract. You must read the policy itself for those details. If in reading the policy you have any questions, please contact this office.

Summary of Insurance

Prepared: 3/12/2021
Coverages as of: 2/1/2021

For: **Oakwells Commuter Rail LLC** By: **AJGRMS - SE**
1035 S Semoran Blvd
Winter Park, FL 32792

Coverage	Company	Policy Number	Eff date	Exp date	Prior Policy #
Workers Compensation	General Casualty Company of Wisconsin	BWC000459400	2/1/2021	2/1/2022	BWC0003754-00

Locations

- 1 -1701 State Road 85 N, Eglin Afb, FL 32542
- 2 -1035 S Sermon Blvd, Winter Park, FL 32792
- 3 -5614 Kiowa Cir, Boynton Beach, FL 33437
- 4 -117 Ivy Mill Way, Dallas, GA 30157
- 5 -1914 Lakewood Terrace, Atlanta, GA 30315
- 6 -200 Terminal Dr, Lafayette, LA 70508
- 7 -200 CWA Dr, Mosinee, WI 54455
- 8 -2850 Airport Dr, La Crosse, WI 54603
- 9 -2800 Terminal Dr, Great Falls, MT 59404
- 11 -2500 S. Bicentennial Blvd, Suite #100, Mcallen, TX 78503

Part 1 – States: FL, GA, LA, WI, MT, TX

Employers Liability Coverage	Limits
Each accident	\$100,000
Disease – Policy limit	\$500,000
Disease – Each Employee	\$100,000

Payrolls

Location	Class Code	Categories/Duties/Classifications	Estimated Annual Remuneration/Payroll
1	9082	Restaurant NOC	\$222,357.00
2	8810	Clerical Office	\$113,880.00
3	8810	Clerical Office	\$21,840.00
4	8810	Clerical Office	\$56,250.00
5	8810	Clerical Office	\$45,000.00
6	9082	Restaurant NOC	\$116,250.00
7	9082	Restaurant NOC	\$84,000.00
8	9082	Restaurant NOC	\$90,410.00
9	9082	Restaurant	\$243,000.00
11	9079	Tavern, Bar or Night Club	\$235,000.00

Individuals Included/Excluded

State	Location	Name	DOB	Title	Ownership %	Inc/Exc	Class Code
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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L17-0452-AP Tracking Number: 333049
Procurement/Contractor/Lessee Name: Oakwell's Commuter Rail LLC Grant Funded: YES ___ NO X
Purpose: Amesbury
Date/Term: 1-31-22 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: Stoige

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 4-1-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 3-4-19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 4-15-19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

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

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, April 02, 2019 10:17 AM
To: DeRita Mason
Subject: RE: Oakwells Amendment Two for Coordination

This is approved however...to be noted, current insurance is not in file.

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, April 1, 2019 10:44 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Oakwells Amendment Two for Coordination

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, April 01, 2019 10:33 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: Oakwells Amendment Two for Coordination

DeRita:

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, April 15, 2019 4:00 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Oakwells Amendment Two for Coordination
Attachments: Oakwells Amendment Two.docx

Attached is the revised amendment two to the Oakwell lease. With the revision, this is approved for legal purposes. I will not need to review this document again.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, April 1, 2019 11:44 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Oakwells Amendment Two for Coordination

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, April 01, 2019 10:33 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: Oakwells Amendment Two for Coordination

DeRita:

Please start the coordination for the attached Oakwells Amendment.
Thank you.

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, April 15, 2019 4:00 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Oakwells Amendment Two for Coordination
Attachments: Oakwells Amendment Two.docx

Attached is the revised amendment two to the Oakwell lease. With the revision, this is approved for legal purposes. I will not need to review this document again.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, April 1, 2019 11:44 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Oakwells Amendment Two for Coordination

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Monday, April 01, 2019 10:33 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: Oakwells Amendment Two for Coordination

DeRita:

Please start the coordination for the attached Oakwells Amendment.
Thank you.

Dave Miner

From: Karen Donaldson
Sent: Monday, May 20, 2019 11:36 AM
To: Dave Miner
Subject: RE: Certificate of Insurance

Dave

This is approved by risk.

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: Dave Miner <dminer@myokaloosa.com>
Sent: Monday, May 20, 2019 11:03 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: RE: Certificate of Insurance

I received the attached COI from Ms. Sell, please review for compliance.
Thanks.

Dave

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

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

From: Karen Donaldson <kdonaldson@myokaloosa.com>

Sent: Thursday, May 16, 2019 10:55 AM

To: Dave Miner <dminer@myokaloosa.com>

Subject: RE: Certificate of Insurance

Dave

I spoke with her and she is going to pass the info to the insurance carrier and hopefully we can get this one done!

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: Dave Miner <dminer@myokaloosa.com>

Sent: Wednesday, May 15, 2019 4:28 PM

To: Karen Donaldson <kdonaldson@myokaloosa.com>

Cc: Allyson Oury <aoury@myokaloosa.com>

Subject: FW: Certificate of Insurance

Karen:

Would it be possible for you to contact Ms. Sell in reference to her questions?

Dave

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

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From: Sarah Sell <ssell@ticinsurance.com>
Sent: Wednesday, May 15, 2019 3:29 PM
To: Dave Miner <dminer@myokaloosa.com>
Cc: Doug Vance <dvance7777@gmail.com>
Subject: RE: Certificate of Insurance

Hi David,
I have spoken with the carrier on this request. In order to add Okaloosa County as an additional insured they are wondering what your insurable interest is in the autos.

Thanks,
Sarah

Sarah Sell
Customer Service Agent
ssell@ticinsurance.com



THE INSURANCE CENTER
920 W Association Drive
Appleton, WI 54914
P 920.734.8735 x51137
F 920.734.8920
TF 1.800.944.1367 x51137
www.ticinsurance.com
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 Please consider the environment before printing this message.

From: Dave Miner <dminer@myokaloosa.com>
Sent: Monday, May 13, 2019 12:33 PM
To: Sarah Sell <ssell@ticinsurance.com>
Cc: Doug Vance <dvance7777@gmail.com>
Subject: RE: Certificate of Insurance

Ms. Sell:

I asked your question to our Risk Management Department and they stated the contract calls for the company to maintain insurance on all Owned, Hired, Scheduled and Non-owned vehicles will name the County as an additional insured and they also want the waiver of subrogation.

Thank you.

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

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

From: Sarah Sell <ssell@ticinsurance.com>
Sent: Friday, May 10, 2019 10:42 AM
To: Dave Miner <dminer@myokaloosa.com>
Cc: Doug Vance <dvance7777@gmail.com>
Subject: RE: Certificate of Insurance

Hi David,

I am working on add Okaloosa County Airports as an additional insured on the auto policy and the carrier just had one question. The auto policy for this account is a Hired and Non-owned Auto policy only. The company does not have any scheduled vehicles. The carrier is wondering why you would like to be listed as an additional insured on this policy?

Thanks,
Sarah

Sarah Sell
Customer Service Agent
ssell@ticinsurance.com



THE INSURANCE CENTER
920 W Association Drive
Appleton, WI 54914
P 920.734.8735 x51137
F 920.734.8920
TF 1.800.944.1367 x51137
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 Please consider the environment before printing this message.

From: Doug Vance <dvance7777@gmail.com>
Sent: Thursday, May 09, 2019 1:52 PM
To: Sarah Sell <ssell@ticinsurance.com>
Subject: FW: Certificate of Insurance

Sarah,

Please see revisions requested to our COI at the bottom of the email chain.

Call Dave Miner if you have questions.

Thank you.

Doug

Sent from [Mail](#) for Windows 10

From: [Dave Miner](#)
Sent: Thursday, May 9, 2019 2:41 PM
To: 'mreilly@oakwells.com'; 'dvance7777@gmail.com'
Cc: [Allyson Oury](#); [Wendy Cain](#)
Subject: RE: Certificate of Insurance
Importance: High

Mr. Vance:

Thanks for sending the certificate of insurance but it is the same certificate I received previously. I need a new certificate with the revisions listed below.

Please have the certificate revised and send the updated certificate.

Thank you in advance.

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

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From: [Dave Miner](#)
Sent: Tuesday, April 30, 2019 8:50 AM
To: 'mreilly@oakwells.com' <mreilly@oakwells.com>

Cc: Allyson Oury <aoury@myokaloosa.com>

Subject: Certificate of Insurance

Mr. Reilly:

I sent your certificate of insurance to our Risk Management Department for compliance and they have one revision. Please add additional insured to business auto.

I also noticed the number in the address for the additional insured/certificate holder are transposed. Address should be 5479.

Please send me back the updated COI.

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

Dave

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2019

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

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

PRODUCER The Insurance Center 701 Sand Lake Road Onalaska, WI 54650-2442	CONTACT NAME: Sarah Sell PHONE (A/C, No, Ext): (800) 944-1367 51137 FAX (A/C, No):
	E-MAIL ADDRESS: ssell@ticinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: General Casualty of WI	NAIC # 24414
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Oakwells Commuter Rail, LLC - Elgin AFB Florida
 1035 S. Semoran Blvd
 Suite 1040
 Winter Park, FL 32792

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCM1304636	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR LIABILITY	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CBA1304636	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CCU1304636	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC1304636	2/1/2019	2/1/2020	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Remarks on page 2.

Okaloosa County is included as additional insureds on the general liability policy per forms CG8155 0309 to the extent provided therein and on the auto liability policy. Waiver of Subrogation is provided in favor of Okaloosa County as respects to Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 5479 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 
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY The Insurance Center		NAMED INSURED Oakwells Commuter Rail, LLC - Elgin AFB Florida 1035 S. Semoran Blvd Suite 1040 Winter Park, FL 32792	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability insurance

Remarks:

Our agency has, upon your request, issued this certificate based on the information you provided. If you provided a contract, we reviewed only the insurance requirements portion of the contract. In performing this review, our Agency is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, our Agency is not undertaking to identify all potential liabilities that may arise under this contract. This review is provided for your information, and should not be relied upon by third parties. Upon your authorization, we will make the necessary changes in your insurance program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRACTOR'S ADDITIONAL INSURED'S ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in Paragraphs **A.1.** through **A.8.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be currently in effect or becoming effective during the term of this policy; executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

this paragraph does not apply to any additional insured more specifically identified elsewhere in the policy.

1. ADDITIONAL INSURED — STATE OR POLITICAL SUBDIVISIONS — PERMITS

A state or political subdivision subject to the following provisions:

a. A state or political subdivision is an additional insured only with respect to the following hazards for which the state or political subdivision has issued a permit in connection, with premises you own, rent, or control to which this insurance applies:

- (1)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2)** The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

b. A state or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed by or for you for the state or political subdivision.

2. ADDITIONAL INSURED — CONTROLLING INTEREST

Any person or organizations with a controlling interest in you but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

3. ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you can cease to be a tenant in that premises: or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

4. ADDITIONAL INSURED — MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

5. ADDITIONAL INSURED — OWNERS OR, OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

6. ADDITIONAL INSURED — CO-OWNER OF INSURED PREMISES

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. ADDITIONAL INSURED — LESSOR OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment. Such person or organization are insured only with respect to their liability arising out of the maintenance, operation or use by you or equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- a. To any "occurrence" which takes place after the equipment lease expires; or
- b. To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs **A.1.** through **A.8.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

8. ADDITIONAL INSURED — VENDORS

Any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs d. or f.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom-you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- B.** As respects the coverage provided under this endorsement, Paragraph. **4.b.(3.) SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is added:
- 4.b.(3.)** This insurance is excess over any other insurance covering the additional insured as an insured whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**AMENDMENT OF LEASE L17-0452-AP
OAKWELLS COMMUTER RAIL, LLC LEASE
FOR FOOD AND BEVERAGE CONCESSION AT THE
DESTIN – FORT WALTON BEACH AIRPORT**

This Amendment of Lease made and entered into this _____ day of JUL 09 2019, _____, hereby approves this Amendment Two for lease L17-0452-AP (“the Lease Agreement”), between Oakwells Commuter Rail, LLC, (“Concessionaire”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on January 4, 2017, Concessionaire entered into a Lease for Food & Beverage Concession Agreement, with the County at the Destin Fort Walton Beach Airport with a current expiration date of January 31, 2022; and

WHEREAS, on February 28, 2019 it was brought to our attention that we have a typo in the agreement regarding the ACDBE Goal, which the parties now desire to incorporate within the Lease Agreement; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific provisions in grant funded leases. These provisions are being incorporated in this amendment as listed in Exhibit “G”; and

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

Lease L17-0452-AP is amended as follows:

1. Section 22.3 titled “ACDBE Goal”, is deleted and replaced as follows:

County encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49 and Part 26. The ACDBE goal for this Agreement is 0.95%, as measured as a percentage of Concessionaire’s total annual Gross Receipts. Concessionaire agrees to take all necessary and reasonable steps to achieve this goal. ACDBE Participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit quarterly reports to the County as required concerning the participation of certified ACDBE firms. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the County that it has taken Good Faith

Efforts, as defined in Part 23, in attempting to achieve the stated goal.

2. Concessionaire agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "G", attached hereto and incorporated herein.
3. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.
4. In the event that the County determines that an expansion of the concession program offered in the Terminal is appropriate, the County will first solicit interest from the Contractors currently under contract with the County to provide such services that are in compliance with the terms and conditions of their Agreements to determine their interest in providing such products and/or services as defined by the County. The County reserves the right to award the contract for the products and/or services defined by the County, at its sole discretion, to any such Contractor without soliciting proposals from operators not currently under contract with the County at the Airport. In the event that the County does not reach agreement with any current Contractor, as defined herein, the County reserves the right to solicit interest from any qualified provider of such products and/or services and for the County enter into an agreement with any such contractor.
5. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the lease term.

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

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.

Charles K. Windes, Jr.

Chairman, Board of County Commissioners

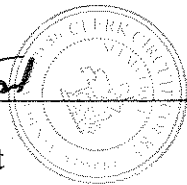
Date: JUL 09 2019

ATTEST:

J.D. Peacock II

J.D. Peacock II

Clerk of Circuit Court



CONCESSIONAIRE

Michael J. Reilly
Oakwells Commuter Rail, LLC.
Michael J. Reilly
Date: 6-13-19

ATTEST:

Fenglan 2 Vma
Witness

Denise Mark
Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL J. REILLY 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 13th day of June, 2019, AD.

Charlotte M. Sanford
NOTARY

My Commission Expires: 11-27-22

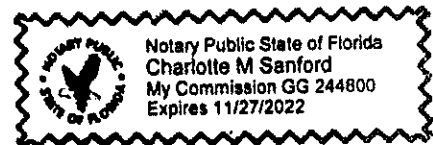


Exhibit "G"

GENERAL CIVIL RIGHTS PROVISIONS

The Concessionaire 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 Concessionaire 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 Concessionaire, 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 Concessionaire 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 Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") 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 Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire 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. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire 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). Concessionaire 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 Concessionaire is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Concessionaire 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 Concessionaire, 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 Concessionaire is enrolled as a Federal Contractor in E-Verify at time of lease award, the Concessionaire shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Concessionaire shall initiate verification of all new hires of the Concessionaire, 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
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Concessionaire 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
 - iii. Employees assigned to the lease. For each employee assigned to the lease, the Concessionaire 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 Concessionaire is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Concessionaire may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Concessionaire 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 Concessionaire is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Concessionaire, then the Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2019

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

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

PRODUCER The Insurance Center 701 Sand Lake Road Onalaska, WI 54650-2442	CONTACT NAME: Sarah Sell	
	PHONE (A/C, No, Ext): (800) 944-1367 51137	FAX (A/C, No):
E-MAIL ADDRESS: ssell@tcinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: General Casualty of WI		24414
INSURED Oakwells Commuter Rail, LLC - Elgin AFB Florida 1035 S. Semoran Blvd Suite 1040 Winter Park, FL 32792	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCH1304636	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CBA1304636	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CCU1304636	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC1304636	2/1/2019	2/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Remarks on page 2.

Okealoosa County is included as additional insureds on the general liability policy per forms CG8155 0309 to the extent provided therein and on the auto liability policy. Waiver of Subrogation is provided in favor of Okealoosa County as respects to Auto Liability.

CONTRACT#: L17-0452-AP
OAKWELLS COMMUTER RAIL, LLC
FOOD AND BEVERAGE CONCESSION
EXPIRES: 01/31/2022

CERTIFICATE HOLDER

Okealoosa County
 5479 A Old Bethel Road
 Crestview, FL 32536

CAI

SH TH AC

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY The Insurance Center		NAMED INSURED Oakwells Commuter Rail, LLC - Elgin AFB Florida 1035 S. Semoran Blvd Suite 1040 Winter Park, FL 32792	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:
 Our agency has, upon your request, issued this certificate based on the information you provided. If you provided a contract, we reviewed only the insurance requirements portion of the contract. In performing this review, our Agency is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, our Agency is not undertaking to identify all potential liabilities that may arise under this contract. This review is provided for your information, and should not be relied upon by third parties. Upon your authorization, we will make the necessary changes in your insurance program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRACTOR'S ADDITIONAL INSURED'S ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in Paragraphs **A.1.** through **A.8.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be currently in effect or becoming effective during the term of this policy; executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

this paragraph does not apply to any additional insured more specifically identified elsewhere in the policy.

1. ADDITIONAL INSURED — STATE OR POLITICAL SUBDIVISIONS — PERMITS

A state or political subdivision subject to the following provisions:

a. A state or political subdivision is an additional insured only with respect to the following hazards for which the state or political subdivision has issued a permit in connection, with premises you own, rent, or control to which this insurance applies:

- (1)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2)** The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

b. A state or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed by or for you for the state or political subdivision.

2. ADDITIONAL INSURED — CONTROLLING INTEREST

Any person or organizations with a controlling interest in you but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

3. ADDITIONAL INSURED — MANAGERS OR LESSORS OF PREMISES

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you can cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

4. ADDITIONAL INSURED — MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

5. ADDITIONAL INSURED — OWNERS OR, OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

6. ADDITIONAL INSURED — CO-OWNER OF INSURED PREMISES

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. ADDITIONAL INSURED — LESSOR OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment. Such person or organization are insured only with respect to their liability arising out of the maintenance, operation or use by you or equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- a. To any "occurrence" which takes place after the equipment lease expires; or
- b. To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs A.1. through A.8. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

8. ADDITIONAL INSURED — VENDORS

Any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Sub-paragraphs d. or f.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. As respects the coverage provided under this endorsement, Paragraph. **4.b.(3.) SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is added:

4.b.(3.) This insurance is excess over any other insurance covering the additional insured as an insured whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

5-3-17

Contract/Lease Number: L17-0452-AP Tracking Number: 2394-17
 Contractor/Lessee Name: Oakwells Commuter Rail Grant Funded: YES ___ NO X
 Purpose: Amendment One
 Date/Term: 1-31-2022 1. GREATER THAN \$50,000
 Amount: \$10,410,38 annually plus tax 2. GREATER THAN \$25,000
 Department: Airports 3. \$25,000 OR LESS
 Dept. Monitor Name: Stacy / Miner
 Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
Ch Powell Date: 5/3/2017
 Purchasing Director or designee

Risk Management Review

Approved as written:
Kristal King Date: 5-4-17
 Risk Manager or designee

County Attorney Review

Approved as written: see approval dated 5/12/2017
 Date: _____
 County Attorney

Following Okaloosa County approval:

Contract & Grant

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

* This was previously coordinated (twice-attached) but we had to delete some square footage and add the vending machines to the Exhibit.

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, May 12, 2017 10:33 AM
To: Dave Miner; Charles Powell
Cc: Lynn Hoshihara; Laura Porter; Krystal King; Stephanie Herrick
Subject: RE: Oakwells Commuter Rail Amendment

Good Morning Dave:

This is approved for legal purposes.

Have a good day!
Kerry

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Friday, May 05, 2017 3:49 PM
To: Parsons, Kerry; Charles Powell
Cc: Lynn Hoshihara; Laura Porter; Krystal King; Stephanie Herrick
Subject: RE: Oakwells Commuter Rail Amendment

Ms. Parsons:

Please see attached.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Friday, May 05, 2017 10:46 AM
To: Dave Miner <dminer@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>
Subject: RE: Oakwells Commuter Rail Amendment

Hey Dave:

No 3 still needs to be clarified to specifically state that the amount is for the storage space only. Otherwise it sounds like it is superseding any other amounts in the original agreement.

From: Dave Miner [<mailto:dminer@co.okaloosa.fl.us>]
Sent: Friday, May 05, 2017 11:30 AM
To: Parsons, Kerry; Charles Powell
Cc: Lynn Hoshihara; Laura Porter; Krystal King; Stephanie Herrick
Subject: RE: Oakwells Commuter Rail Amendment

Ms. Parsons

Revisions accepted, thank you.

Dave

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Thursday, May 04, 2017 3:07 PM
To: Stephanie Herrick <sherrick@co.okaloosa.fl.us>
Cc: Dave Miner <dminer@co.okaloosa.fl.us>
Subject: RE: Oakwells Commuter Rail Amendment

At the end of that sentence on the amount for the new space in the amendment just add something like "for storage space".

I just don't want them to think that the amendment changes the fees of the contract that are already in place.

From: Stephanie Herrick [<mailto:sherrick@co.okaloosa.fl.us>]
Sent: Thursday, May 04, 2017 4:03 PM
To: Parsons, Kerry
Cc: Dave Miner
Subject: RE: Oakwells Commuter Rail Amendment

Kerry,

The additional charge is only for the new storage space only. All other fees (for space) are being paid per article 5 (below). I don't see another fit or reference for the new space except via the amendment language and by updating exhibit B (which we changed the language from proposed to assigned-since the original was from the RFP). What do you think?

ARTICLE 5 FEES, CHARGES, AND STATEMENTS

For the privilege of operating a non-exclusive food and beverage concession at the Airport during the Term, Concessionaire agrees to pay to the County as "Privilege Fees" for each Contract Year the greater of (1) the minimum annual guarantee, or (2) the percentage fees all as hereinafter described.

Percent payable for food, sundries, branded apparel, and non-alcoholic beverages:
14% (Fourteen percent)

Percent payable for alcoholic beverages:
16% (Sixteen percent)

Vending:
12% (Twelve percent)

Stephanie Herrick
Airports Deputy Director – Finance
Okaloosa County Airports
1701 State Road 85 N
Eglin AFB, FL 32542
(850) 651-7160 ext. 1051



Destin Executive Airport (DTS) – Destin-Fort Walton Beach Airport (VPS) – Bob Sikes Airport (CEW)

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: Thursday, May 4, 2017 12:52 PM

To: Dave Miner <dminer@co.okaloosa.fl.us>; Charles Powell <cpowell@co.okaloosa.fl.us>

Cc: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>

Subject: RE: Oakwells Commuter Rail Amendment

Please find my attached revisions and comments

From: Dave Miner [<mailto:dminer@co.okaloosa.fl.us>]

Sent: Wednesday, May 03, 2017 1:58 PM

To: Charles Powell

Cc: Parsons, Kerry; Krystal King; Laura Porter; Stephanie Herrick

Subject: Oakwells Commuter Rail Amendment

Charles:

Please send Oakwells Commuter Rail Amendment One out for coordination again. We had to make a couple of changes, reduced square footage and additional item in the Exhibit. You will receive the original in distro.

Thank you.

Dave

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

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

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dave Miner

From: Krystal King
Sent: Thursday, April 06, 2017 7:38 AM
To: Dave Miner
Subject: RE: Certificate of Insurance Compliance

Risk Management approved.

Krystal King

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

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

From: Dave Miner
Sent: Friday, March 31, 2017 9:02 AM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: Certificate of Insurance Compliance

Krystal:

Please review the attached COI for Oakwells Commuter Rail for compliance.
Thank you.

Dave

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

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



OAKWCOM-04

JVANDENHEUVEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2017

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

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

PRODUCER The Insurance Center 701 Sand Lake Road Onalaska, WI 54650-2442	CONTACT NAME: PHONE (A/C, No, Ext): (800) 362-8046		FAX (A/C, No): (608) 783-8155
	E-MAIL ADDRESS: ticgeneral@ticinsurance.com		
INSURED Oakwells Commuter Rail, LLC PO Box 532034 Orlando, FL 32853	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : General Casualty		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CCI1304636	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 250,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CBA1304636	07/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CCU1304636	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC1304636	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - FA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Airport as additional insured applies per form CG81550309 on the general liability and on the auto as required by written contract or agreement. 30 day cancel notice applies.

CERTIFICATE HOLDER Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

**LEASE AMENDMENT L17-0452-AP
OAKWELLS COMMUTER RAIL, LLC LEASE FOR FOOD AND BEVERAGE
CONCESSION AT THE
DESTIN – FORT WALTON BEACH AIRPORT**

This Lease Amendment made and entered into this 1st day of August, 2017, hereby approves this Amendment for Lease L17-0452-AP (“the Lease Agreement”), between Oakwells Commuter Rail, LLC, (“Concessionaire”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on January 4, 2017, Concessionaire entered into a Lease for Food and Beverage Concession Agreement, L17-0452-AP with the County at the Destin – Fort Walton Beach Airport with a current expiration date of January 31, 2022; and

WHEREAS, the parties now desire to amend 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. County and Concessionaire elect to amend Lease L17-0452-AP to add storage space in Concourse A, room B125B behind the kitchen and update Exhibit B Assigned Areas attached hereto and incorporated herein.
2. The storage space room B125B behind the kitchen consists of 313 square feet, beginning April 1, 2017, at the rate of \$33.26 per square foot for storage space.
3. Concessionaire will pay a fee of Ten Thousand Four Hundred Ten Dollars and Thirty Eight Cents (\$10,410.38) annually or Eight Hundred Sixty Seven Dollars and Fifty Three Cents (\$867.53) monthly plus all applicable sales tax retroactive to April 1, 2017 for storage space.
4. Payment effective date will be on or before the 20th day of each month during the term of the Lease payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. If Lessee fails to pay within Thirty (30) days, Lessee shall then pay interest to County at the maximum legal allowable rate authorized by the State of Florida.
5. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

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

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel

Carolyn N. Ketchel, Chairman

Date: 10 Aug 2017



ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



OAKWELLS COMMUTER RAIL, LLC

Michael J. Reilly

Michael J. Reilly
President/CEO

Date: 06.12.17

ATTEST:

[Signature]
Witness

[Signature]
Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Orange

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

Sworn and subscribed before me this 6 day of June, 2017, AD.



NOTARY

My Commission Expires: July 1, 2018

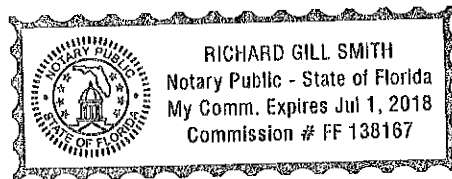
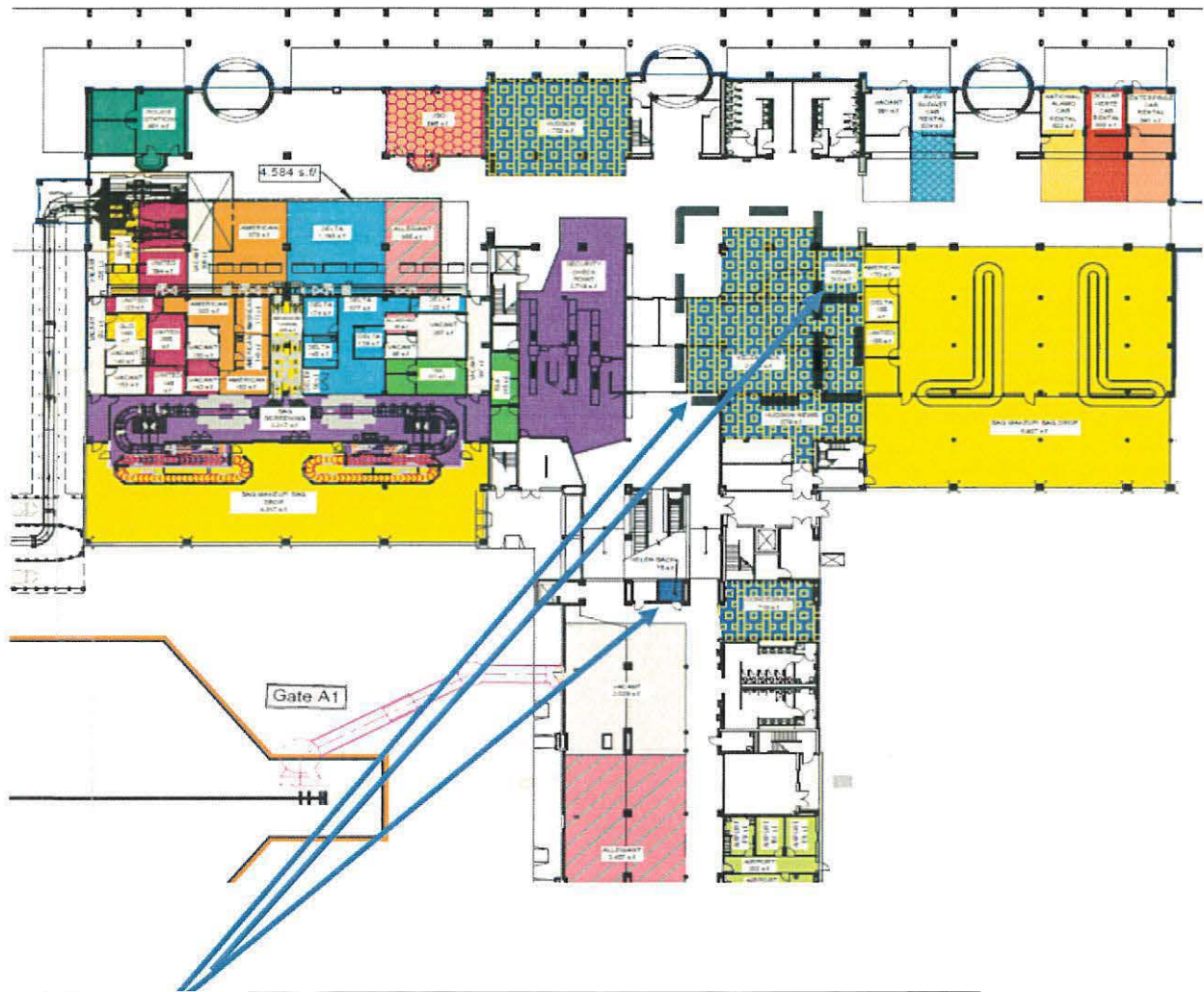


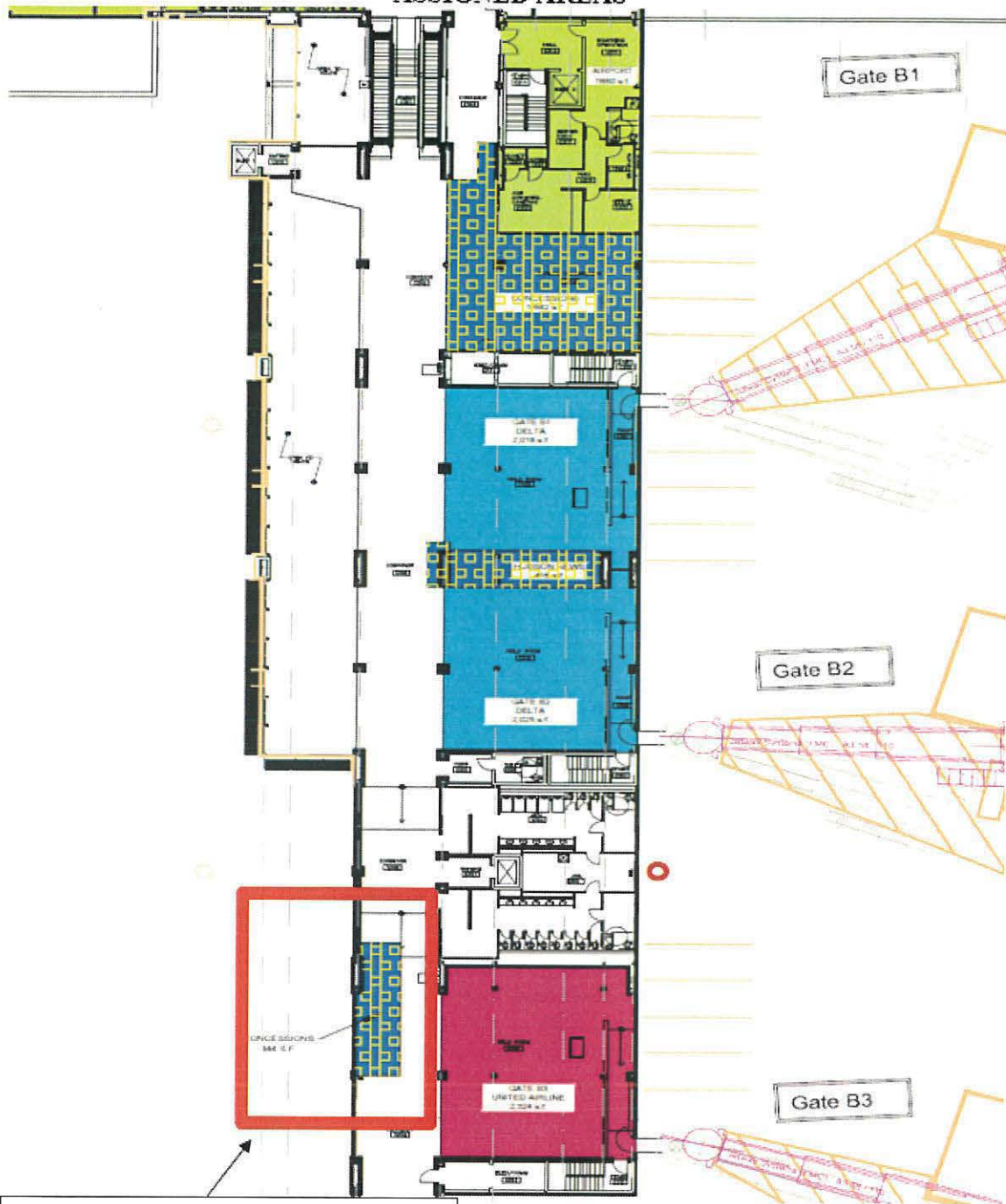
EXHIBIT B ASSIGNED AREAS

"DESTIN-FORT WALTON BEACH AIRPORT (VPS)"



1. Location B125 as located in the Airport Terminal (2985 sf) and included in monthly Privilege fee.
2. Location B125B behind the kitchen (313 sf) added effective 4/1/2017 at \$33.26 per square foot annually.
3. Location C105 storage closet (75 sf) and included in monthly Privilege fee.

EXHIBIT B1 ASSIGNED AREAS

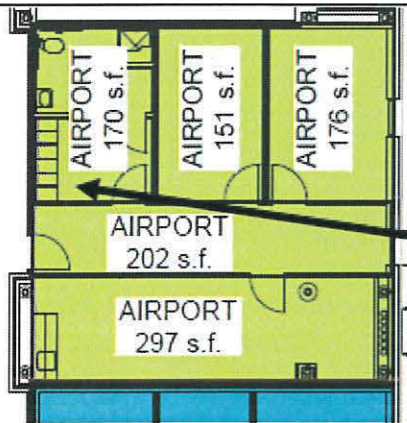


Concourse B-Kiosk and included in monthly Privilege fee.

**EXHIBIT B2
ASSIGNED AREAS**

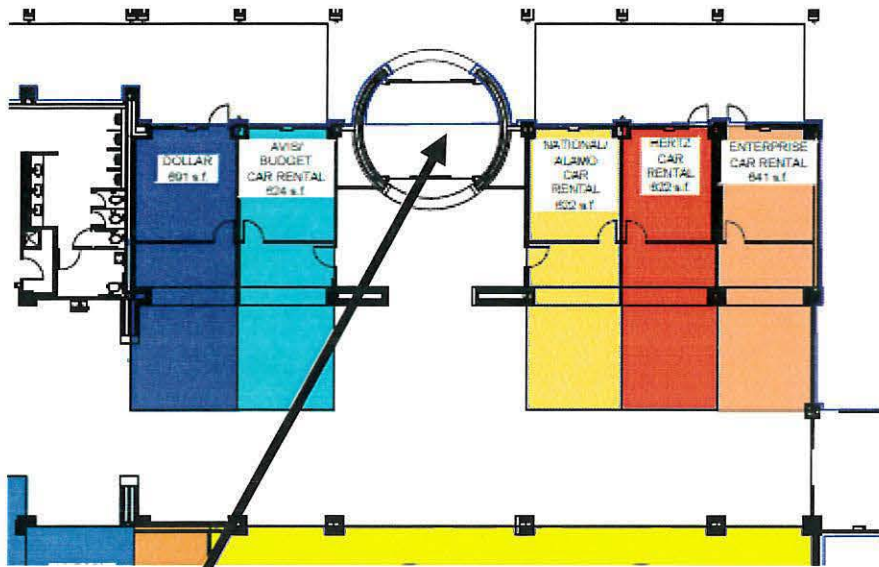


Vending Location in Airport
Admin Break room

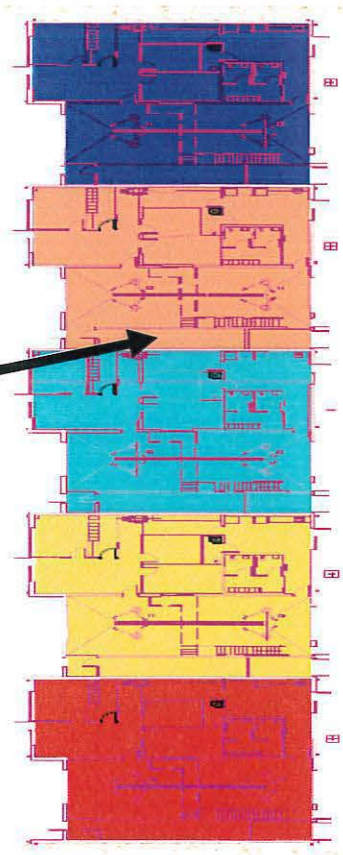


Vending Location in Airport
Maintenance Break room

**EXHIBIT B2
ASSIGNED AREAS**



Vending location (B101) in Rental Car/Baggage Claim vestibule.



Vending location(s) in Rental Car Service Center Maintenance/Administrative Offices

MAINTENANCE/ADMINISTRATIVE OFFICES

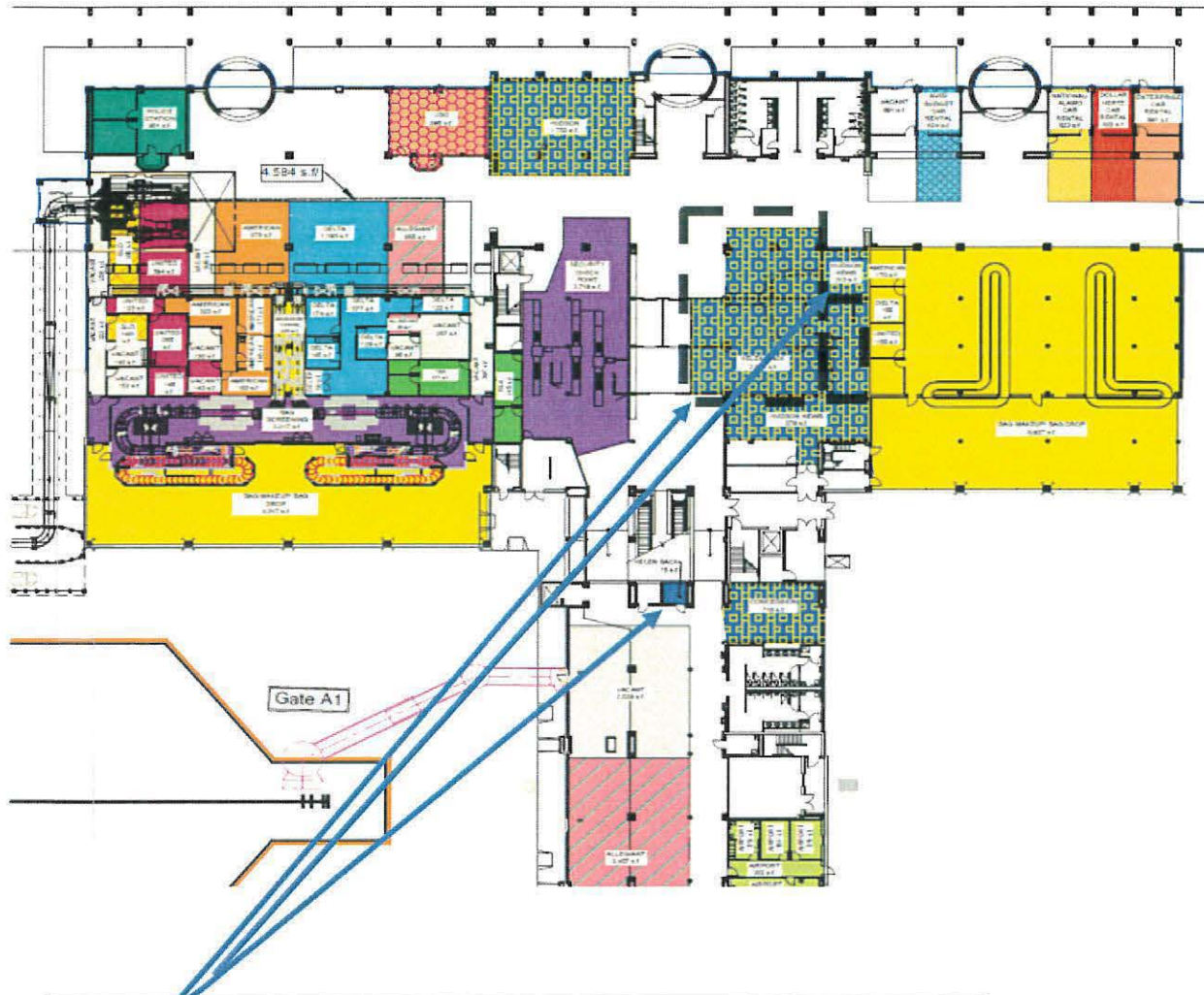
**EXHIBIT B3
ASSIGNED AREAS**



Vending location within Taxi Queue Line

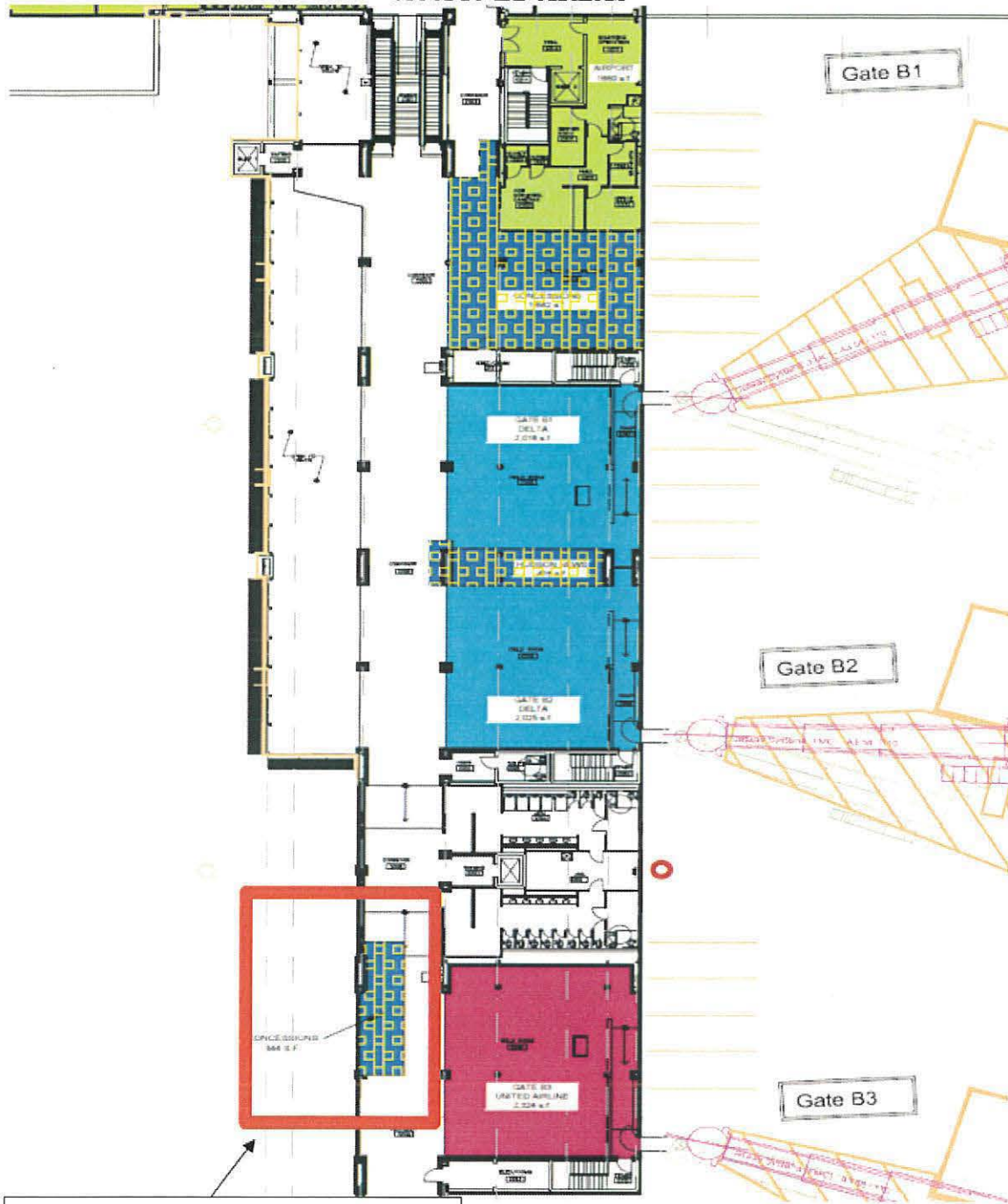
EXHIBIT B ASSIGNED AREAS

"DESTIN-FORT WALTON BEACH AIRPORT (VPS)"



1. Location B125 as located in the Airport Terminal (2985 sf) and included in monthly Privilege fee.
2. Location B125B behind the kitchen (313 sf) added effective 4/1/2017 at \$33.26 per square foot annually.
3. Location C105 storage closet (75 sf) and included in monthly Privilege fee.

**EXHIBIT B1
ASSIGNED AREAS**

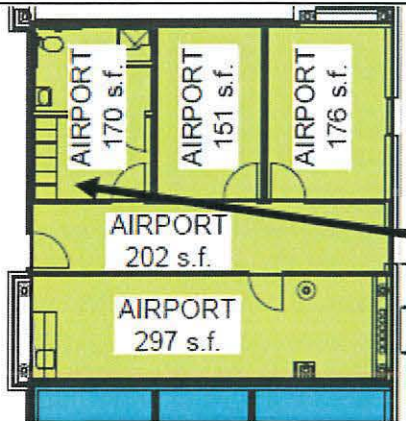


Concourse B-Kiosk and included in monthly Privilege fee.

EXHIBIT B2
ASSIGNED AREAS

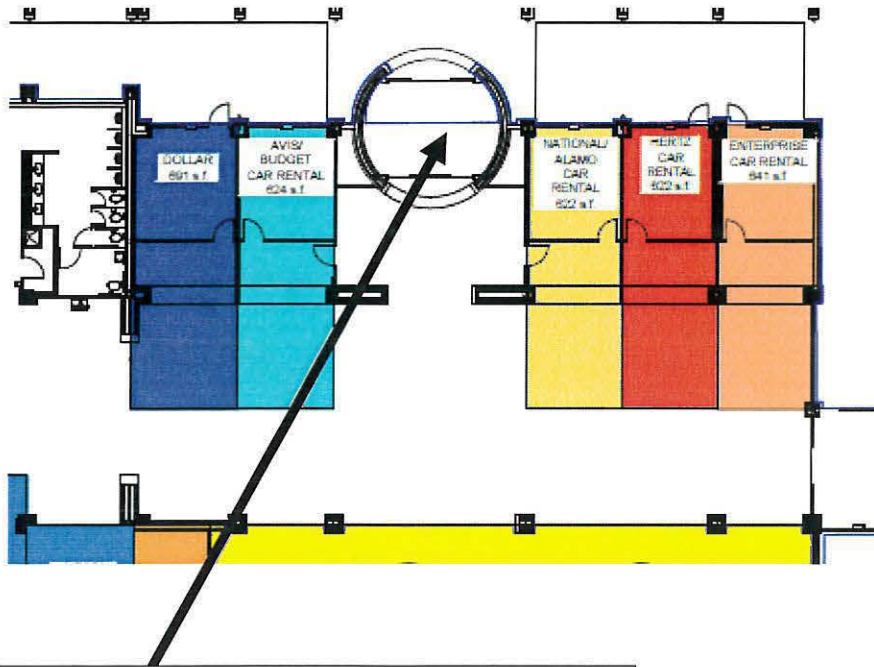


Vending Location in Airport
Admin Break room



Vending Location in Airport
Maintenance Break room

EXHIBIT B2 ASSIGNED AREAS



Vending location (B101) in Rental Car/Baggage Claim vestibule.

Vending location(s) in Rental Car Service Center Maintenance/Administrative Offices

MAINTENANCE/ADMINISTRATIVE OFFICES



**EXHIBIT B3
ASSIGNED AREAS**



Vending location within Taxi Queue Line



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

PUR #1

DATE: January 3, 2017
TO: Honorable Chairman and Members of the Board
FROM: Greg Kisela
SUBJECT: Request approval of the lease agreement with Oakwells Commuter Rail, LLC.
DEPARTMENT: Purchasing
BCC DISTRICT: ALL

STATEMENT OF ISSUE: Request approval of the lease agreement with Oakwells Commuter Rail, LLC for the Food and Beverage Concession at the Destin-Fort Walton Beach Airport. (RFP AP 01-17)

BACKGROUND & ANALYSIS: On September 20, 2011, the County entered into a five (5) year agreement with First Class Perks, LLC to provide food and beverage concessions at the Destin-Fort Walton Beach Airport. The agreement was extended on August 16, 2016 with an expiration date of January 31, 2017 to allow time for the County to go through the competitive procurement process.

On October 4, 2016, the Board of County Commissioners approved the selection committee comprised of all four County Chamber of Commerce CEOs and two Airport employees of which one was the Airports Financial Manager and the other the Airports Regulatory Specialist. During this meeting, the Board also approved to advertise the Request for Proposal for non-exclusive operation of food and beverage concession at the Airport.

Following the advertisement period and bid opening, two (2) proposals were received; one from First Class Perks, and the other from Oakwells Commuter Rail LLC (Oakwells). The publically advertised selection committee met on December 6, 2016 and recommended the selection of Oakwells Commuter Rail, LLC. On December 20, 2016 the Board approved the committee's recommendation to negotiate the agreement with Oakwells. The contract and lease internal coordination sheet is attached.

It is Staff's recommendation that the Board approve the lease agreement with Oakwells to commence on February 1, 2017.

OPTIONS: Approve/Deny the lease agreement with Oakwells Commuter Rail, LLC and authorize the Chairman to sign the document.

RECOMMENDATION: Staff recommends approval of the lease agreement with Oakwells Commuter Rail, LLC and authorize the Chairman to sign the document.

Greg Kisela

Greg Kisela, Purchasing Director

12/28/2016

RECOMMENDED BY:

John Hofstad

John Hofstad, County Administrator

12/28/2016

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: New Tracking Number: 2180-17
Contractor/Lessee Name: Oaknells Commuter Rail LLC Grant Funded: YES ___ NO X
Purpose: Lease + Concession Agreement (RFP AP 01-07) Food + Beverage

Date/Term: 5 years 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: Steph/winner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
Ch. Powell Date: 12/27/2016
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written:
Laura J. Porter Date: 12/27/16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review
see email dated 12/27/2016

Approved as written:

Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Date: _____
Contracts & Grants Manager

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, December 27, 2016 1:08 PM
To: Dave Miner; Charles Powell
Cc: Lynn Hoshihara; Greg Stewart; Greg Kisela; Krystal King; Tracy Stage; Mike Stenson
Subject: RE: Emailing: Lease and Concession Agreement Oakwells final

Hey Dave and Charles:

This is approved for legal purposes. Remember to fill in the blanks in the Whereas clause and also in Article 4 regarding the start date and termination date.

-----Original Message-----

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, December 27, 2016 9:31 AM
To: Parsons, Kerry
Cc: Charles Powell
Subject: RE: Emailing: Lease and Concession Agreement Oakwells final

Ms. Parsons:

Hope you had a good vacation and a Merry Christmas.

On Whereas no. 4 I didn't know the date that the proposal was submitted. Charles can give you that date.

In Section 2.3 the section 3.2 was added. In Section 3.1a the two articles were added. Section 6.3b the percentage was added. Section 15.1 the lettering was fixed. Article 28 Address were put in. Article 43 exhibit was put in and exhibit F was added.

Charles:

Please send Ms. Parsons the date the proposal was submitted.

Thank you.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: oakwells* commuter* rail*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

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SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

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

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 The Insurance Center 701 Sand Lake Road Onalaska, WI 54650-2442	CONTACT NAME: Molly Strangstalien	
	PHONE (A/C, No, Ext): (608) 791-3150 30140	FAX (A/C, No): (608) 783-8155
E-MAIL ADDRESS: mstrangstalien@ticinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: General Casualty		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Oakwells Commuter Rail, LLC
PO Box 532034
Orlando, FL 32853

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCH1304636	02/01/2017	02/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 250,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CCU1304636	02/01/2017	02/01/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			CWC1304636	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is included as additional insured.

CERTIFICATE HOLDER

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
[Signature]

LEASE AND CONCESSION AGREEMENT:

FOOD AND BEVERAGE

BETWEEN

OKALOOSA COUNTY, FLORIDA

AND

OAKWELLS COMMUTER RAIL, LLC

Effective January 4, 2017

LEASE # L17-0452-AP
OAKWELLS COMMUTER RAIL, LLC
FOOD AND BEVERAGE CONCESSION
EXPIRES: 01/31/2022

CERTIFIED A TRUE
AND CORRECT COPY

JD PEACOCK II
CLERK CIRCUIT COURT

BY  DEPUTY CLERK

DATE 1/6/17

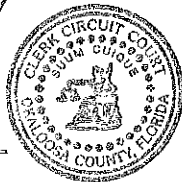


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**LEASE AND CONCESSION AGREEMENT FOR FOOD AND BEVERAGE AT THE
DESTIN-FORT WALTON BEACH AIRPORT**

THIS LEASE AND CONCESSION AGREEMENT (“Agreement”), made and entered into this day of January 4, 2017, by and between Okaloosa County, Florida, a political subdivision of the state of Florida, having an address of 1250 N. Eglin Pkwy., Shalimar, FL (the “County”) and, Oakwells Commuter Rail, LLC, a {Privately Held, Limited Liability Corporation certified to conduct business in the State of Florida, with its principal office and address of 1035 S. Semoran Blvd., Bldg 2 – Suite 1011, Orlando, FL 32792 (“Concessionaire”).

EXHIBITS

The exhibits listed below and attached to this Agreement are incorporated herein by this reference:

- | | |
|-----------|---|
| Exhibit A | Request for Proposal for Food and Beverage Concessions at the Destin-Fort Walton Beach Airport (“VPS”) and the Concessionaire’s submittal (the “Proposal”); |
| Exhibit B | Assigned Areas |
| Exhibit C | Street Pricing Comparable |
| Exhibit D | Equipment, Fixtures and Furniture Owned by the County |
| Exhibit E | Insurance Requirements |
| Exhibit F | Public Entity Crimes |

RECITALS

1. **WHEREAS**, the County is the owner and operator of the Destin-Fort Walton Beach Airport (the “Airport”) located in the Okaloosa County, Florida; and
2. **WHEREAS**, the County has determined that a food and beverage concession at the Airport is important for the proper accommodation of the general public utilizing the Airport; and
3. **WHEREAS**, the food and beverage area inside the terminal comprise a kitchen, storage, office, dining room lounge; and
4. **WHEREAS**, pursuant to solicitation RFP #AP 01-17, Concessionaire has submitted the Proposal dated November 17, 2016 to the County; and
5. **WHEREAS**, on the basis of the Proposal, the County has selected Concessionaire for award of this Agreement.

NOW THEREFORE, in recognition and reliance upon the foregoing, and in consideration of the mutual covenants and promises herein contained, and other valuable considerations, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions.

The following words and phrases shall have the following meaning:

- 1.1.1 "Airport" means the Destin-Fort Walton Beach Airport.
- 1.1.2 "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" has the meaning set forth in Title 49, Part 23 of the Code of Federal Regulations, as now enacted, or hereafter amended or any successor regulation specifically enacted to replace Title 49, Part 23.
- 1.1.3 "Airport Terminal" and "Terminal" means the existing airline passenger terminal building at the Airport.
- 1.1.4 "Annual Gross Revenues" means the total Gross Revenue of Concessionaire for each Contract Year.
- 1.1.5 "Assigned Area" is the area in the Airport Terminal designated by this Agreement and indicated on Exhibit B, as the location(s) where the business of Concessionaire may be conducted.
- 1.1.6 "Contract Year" means the twelve (12) month period, beginning on and ending on, and each twelve (12) month period thereafter, until the termination of this Agreement.
- 1.1.7 "FAA" means the Federal Aviation Administration.
- 1.1.8 "Force Majeure" means any event or cause beyond the reasonable control of the party otherwise required to take an action or perform hereunder and which is not due to the fault, action, or inaction of such party, including but not limited to, strikes, riots, acts of God, shortages of labor or materials, war, governmental actions or inactions or inability to obtain necessary governmental approvals for actions required hereunder (including, but not limited to, permits and licenses), or the failure of the other party to perform its obligations hereunder. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt notice thereof to the other party and, when the cause ceases to exist, shall give prompt notice thereof to the other party.
- 1.1.9 "Gross Revenues," and "Gross Revenues of Concessionaire," means the aggregate of all charges or other fees charged by Concessionaire on all sales made by Concessionaire of

food and beverages, including alcoholic beverages, and all other items and revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Concessionaire at the Airport or from the operations of Concessionaire under this Agreement, whether for cash or credit, without any deduction for credit card discounts or credit card services, whether the same shall be paid or unpaid. "Gross Revenues" shall include all gross revenues of Concessionaire and/or any of its sublessees, assignees, sublicenses, or subcontractors that are doing business from any portion of the Airport premises. "Gross Revenues" shall not include: (1) sales tax collection allowance paid the State of Florida to Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by Authority and Concessionaire; (3) any refunds made by Concessionaire to customers, because of unacceptable or unsatisfactory goods or services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Concessionaire to a taxing authority; (5) tips and gratuities, and free or compensatory meals for employees of Concessionaire; (6) fees and payments received by Concessionaire from sublicenses, subcontractors, or sublessees, (7) rebates and volume discounts from manufacturers or distributors; and (8) proceeds from the sale of used equipment by Concessionaire.

- 1.1.10 "Leasehold Improvement(s)" or "Improvements" means all structures, furnishings, displays, equipment, trade fixtures, and all other improvements and fixtures that are or become permanently installed or affixed at the Assigned Area, together with all additions, alterations, repairs, and modifications thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to any Assigned Area is considered permanently installed or affixed and is included within the definition of Leasehold Improvement. The term "Leasehold Improvements" shall not include "Personality," as defined in Article 1.18 herein.
- 1.1.11 "Minimum Annual Guarantee" means the minimum amount of money that is due annually and payable monthly to Authority from Concessionaire, as provided in this Agreement.
- 1.1.12 "Monthly Gross Revenues" means the aggregate amount of all Gross Revenues of Concessionaire during any month.
- 1.1.13 "Percentage Fee" is the aggregate of the amounts that are derived as a percentage of Gross Revenues, as provided in this Agreement.
- 1.1.14 "Privilege Fees" means fees payable to the County by Concessionaire pursuant to this Agreement.
- 1.1.15 "TSA" means the Transportation Security Administration.

ARTICLE 2
DESIGNATED AREAS AND RELOCATION

Section 2.1 Designation of Assigned Area.

The County hereby leases to Concessionaire and Concessionaire hereby agrees to lease from the County the following Concession Area(s), which, collectively, is hereinafter called the "Assigned Area(s)" as shown on Exhibit B. The Concession Area(s) include the following:

- a. Kitchen, office, storage and food preparation areas; and
- b. Dining room and serving areas.

In addition, Concessionaire shall have the right to use common areas subject to prior approval from the County, such as common corridors, and any other areas associated with the Terminal that are not designated for use by any other Airport tenant or user.

Section 2.2 Relocation Rights.

The Director shall have the right to add, substitute, relocate or reclaim portions of the Concession Areas upon reasonable notice to Concessionaire. Any relocation of Concession Areas will be reasonable in regard to the selection of substitute space that is as near comparable as possible. If such relocation is necessary, the County will not be liable or responsible for an inconvenience or loss by Concessionaire of work time or business resulting from the relocation provided that County timely undertakes reasonable efforts to prevent or minimize such inconvenience or loss. Except as provided below with respect to the Future Premises, in the event that the Premises are relocated, Concessionaire will be reimbursed the unamortized investment of the relocated Concession Area to the extent Concessionaire cannot in the exercise of best efforts recoup its Unamortized Investment by taking steps to recoup the same, including, but not limited to, by (i)

Section 2.3 Access.

Subject to Section 3.2 hereof, Concessionaire has the right of free access, ingress to and egress from the Premises, for Concessionaire's employees, agents, guests, patrons and invitees.

Section 2.4 As is Condition

Concessionaire has leased the Concession Areas after a full and complete examination of the Concession Areas, and has full knowledge of their present uses and non-uses. Concessionaire accepts the foregoing in the condition or state in which they are now without any representation or warranty, express or implied in fact or by law, and without recourse to the County as to the nature, condition or usability or use to which the Concession Areas may be put. The County shall not be obligated to provide any additional improvements or service of any type, character, or nature (including electrical, conduits, water, sewer, gas, HVAC, cooking exhaust systems or telephone outlets) on or about the Concession Areas other than those expressly provided in this Agreement. Concessionaire assumes the full and sole responsibility for the condition, operation, repair and maintenance of the Concession Areas.

ARTICLE 3
OPERATION OF CONCESSION

Section 3.1 Non-exclusive specific privileges, uses and rights.

The County hereby grants to Concessionaire the following non-exclusive specific privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants set forth in this Agreement. Concessionaire shall operate from the Assigned Area(s) depicted on Exhibit B, titled Assigned Area, attached hereto and made a part hereof.

a. Concessionaire shall have the non-exclusive right, privilege and obligation to sell in the Airport Terminal for on-Airport consumption and operate food and beverage services within the Airport Terminal including, but not limited to: seated dining, snack bars and cocktail lounges. All of such sales may only be conducted from the Assigned Area according to the terms and conditions of this Agreement. Concessionaire shall have no sublicensee, subcontractor or subtenant operators of any food or beverage services provided hereunder, except as set forth in Article 17 or as specifically approved in writing by the County. For those facilities operated directly by Concessionaire, Concessionaire shall be the holder of any franchises that are required in connection with any of the food and beverage services provided hereunder. Concessionaire's ACDBE subcontractors described by Article 22 may be the holder of franchises required in connection with the food or beverages provided by said ACDBE.

b. The rights granted herein are non-exclusive and the County may, at any time, grant to other parties (via lease, license, or other types of agreements) the same or similar rights as those granted herein.

c. Concessionaire expressly agrees for itself, its permitted subleases, successors and assigns, to prevent any use of the Assigned Area which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

Section 3.2 Description of General Privileges, Uses and Rights.

In addition to the privileges granted in Article 3.1 of this Agreement, the County hereby grants to Concessionaire:

a. The non-exclusive use of the Public Areas within the Terminal for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of the County. County shall have the full right and authority to make all rules and regulations as the County may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Public Areas; and

b. For so long as Concessionaire is not in default hereunder, Concessionaire shall and may peacefully and quietly have, hold, and enjoy the Assigned Area, solely for the purposes provided hereunder during the Term of this Agreement, and subject to the terms and provisions of this Agreement.

c. The non-exclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airport for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder.

d. Nothing herein contained shall be construed to grant Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents or authorized sublessees, if any, the right to use or occupy any space or area at the Airport, improved or unimproved, that is leased or assigned to a third party. The general privileges, uses and rights granted in this Article 3.2 shall be subject to the terms, conditions and covenants set forth in this Agreement.

Section 3.3 Restrictions of Privileges, Uses and Rights.

The rights granted hereunder are expressly limited to the operation and management of a food and beverage concession. Concessionaire covenants and agrees that the Assigned Area(s) shall be used solely for the uses permitted in sections 3.1 and 3.2 above and for no other purposes whatsoever. Concessionaire acknowledges and agrees that Concessionaire shall not have the exclusive right to conduct a food and beverage concession at the Airport and the County may arrange with others for similar activities at the Airport. Failure of Concessionaire to use the Assigned Area for purposes specifically set forth in this Agreement shall constitute a default under this Agreement.

ARTICLE 4 TERM

This Agreement shall be binding only upon execution of this Agreement by both parties. The term and Concessionaire's obligations to pay fees hereunder shall commence on February 1, 2017 (hereinafter called the "Commencement Date"). The term of this Agreement shall thereafter continue for a period of five (5) years until January 31, 2022.

Concessionaire's failure to commence operations on the Commencement Date will result in inconvenience to the public and will adversely affect the operation of the Airport. Quantification of the resulting damages is difficult. Concessionaire therefore agrees to pay the County liquidated damages in accordance with this Section at the rate of five hundred dollars (\$500.00) a day starting on and including the Commencement Date, that Concessionaire has not yet commenced operations in accordance with this Agreement. The parties agree that the liquidated damages set forth herein are reasonable estimates of the actual damages that would be incurred by the public and the County for breach of the covenant to commence operations on the Commencement Date if such failure to commence was due to the actions or inactions of the Concessionaire.

Each party shall have the right, but not the obligation to extend the term of this Agreement for one (1) additional five (5) year term, upon a mutually agreed upon and executed amendment in writing to this Agreement. For Concessionaire to exercise this option, Concessionaire must not be in default under this Agreement.

a. Each party shall exercise its option to extend the term of this Agreement by providing the other party written notice of such exercise at least one hundred eighty (180) days prior to the expiration of the then current term or any extension thereto.

b. All other provisions of this Agreement shall apply during any term extension(s).

ARTICLE 5 FEES, CHARGES, AND STATEMENTS

For the privilege of operating a non-exclusive food and beverage concession at the Airport during the Term, Concessionaire agrees to pay to the County as "Privilege Fees" for each Contract Year the greater of (1) the minimum annual guarantee, or (2) the percentage fees all as hereinafter described.

Percent payable for food, sundries, branded apparel, and non-alcoholic beverages:
14% (Fourteen percent)

Percent payable for alcoholic beverages:
16% (Sixteen percent)

Vending:
12% (Twelve percent)

ARTICLE 6 BOOKS AND RECORDS

Section 6.1 Monthly Reports.

On or before the 20th day of each month during the Term, Concessionaire shall provide the County, a report of Gross Revenues for the preceding month, which shall include separate totals for food products, non-alcoholic beverages, alcoholic beverages, merchandise, and other items as required by the County. Said report shall be on a form provided to Concessionaire by the County and shall be signed by an officer, partner, or other person authorized to sign on behalf of Concessionaire, and shall be submitted to the County accompanied by any payment due thereon. Any and all reports and other data and documents provided to the County by Concessionaire in connection with the Agreement are and shall remain the property of the County.

Section 6.2 Cash Handling.

Concessionaire shall ensure that all locations have cash registers with tamper-proof cumulative totals and daily totals by category including separate totals for categories of "products", "credit card", "cash", "other" and "sales tax". All registers shall maintain records of each

transaction with a paper receipt going to customer at time of service and an electronic journal shall be retained by Concessionaire for the period of time required under Section 6.4.

Section 6.3 Records.

Concessionaire, its sublessees, subcontractors, and sublicensees, shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents pertinent to this Agreement (collectively, "Books and Records"). The Books and Records shall, among other things, show all sales made for cash, or credit, or otherwise, without regard to whether paid or not, the cost of all Leasehold Improvements and Personality, hereof, all labor, overhead and all sales taxes collected, and also, the Gross Revenues of the business conducted at the Airport by Concessionaire, its sublessees, subcontractors, and sublicensees, and the aggregate amount of all sales and services and orders of all such business done upon or within the premises of, or in connection within the Airport. Concessionaire further agrees to keep its Books and Records in accordance with generally accepted accounting principles (GAAP) and agrees to maintain such other books and records as County may request. Concessionaire its sublessees, subcontractors, and sublicensees, shall keep separate Books and Records for each of its Airport operations and shall provide copies thereof to the County upon request.

- a. Books and Records to be Retained. Concessionaires and its sublessees', subcontractors', and sublicensees', Books and Records shall be kept and maintained during the "Retention Period" (as hereinafter defined). The "Retention Period" is three (3) years following completion of each Contract Year, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the Books and Records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the County to be applicable to any Books and Records, Concessionaire and its sublessees, subcontractors, and sublicensees, shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Concessionaire or its sublessees, subcontractors, and sublicensees. Concessionaire and its sublessees, subcontractors, and sublicensees, shall make all Books and Records required to be maintained hereunder available to the County at the Airport, or at the corporate headquarters of Concessionaire or its sublessees, subcontractors, and sublicensees, as applicable and as may be directed by the County.

- b. Audit of Concessionaire's Sublessees, Subcontractors and Sublicensees. The County shall have the right, upon reasonable notice to Concessionaire at any time during the Retention Period, to review, inspect, and/or audit the Books and Records relating to Concessionaire's operations and the operations of its sublessees, subcontractors, and sublicensees, pursuant to this Agreement to determine the correct amount of any monies required to be expended by Concessionaire hereunder towards Leasehold Improvements and refurbishments, and the correctness of the Privilege Fees paid by Concessionaire to the County for any Contract Year which ended no more than three (3) years prior to the date of commencement of such audit, and all such records shall be made available upon forty-eight (48) hours notice and copies thereof shall be provided to the County upon request. In the event that any such audit reflects that the total Privilege Fees actually paid by

Concessionaire during such Contract Year shall exceed the Privilege Fees due and owing for such Contract Year, then a refund will be made by County to Concessionaire of the amount of the difference through credits against the monthly installments of Privilege Fees payable by Concessionaire hereunder. In the event that any audit reflects that the total Privilege Fees actually paid by Concessionaire during such Contract Year shall be less than the Privilege Fees due and owing for such Contract Year, then Concessionaire shall immediately pay the difference to County with interest thereon at eighteen percent (18%) per annum from the date such additional Privilege Fees were due.

c. Understated Gross Revenues. If, as a result of any audit, it is established that Concessionaire understated the Gross Revenues it received from operations covered by this Agreement by three percent (3%) or more (after deductions and exclusions provided for herein) during the period covered by the audit, the entire expense of said audit shall be borne by Concessionaire. The provisions of this Section shall survive the expiration of termination of this Agreement.

Section 6.4 Annual Audit Requirements.

Concessionaire shall annually provide to County a special audit report on all Gross Revenues from its operations at the Airport and a separate similar report for each sublessee, subcontractor, or sublicensee. The special audit reports shall be prepared by an Independent Certified Public Accountant in accordance with the provisions of the "Codification of Statements on Auditing Standards." The special audit reports shall be filed with County within ninety (90) calendar days after the end of each Contract Year covered by this Agreement during the Term and shall include the following: (i) Schedule of all revenues by category by month; (ii) Schedule of revenues by category upon which monthly payments to County are computed and a list of payments to County for the period.; (iii) A calculation to determine that the total monthly and annual Privilege Fees were paid in accordance with this Agreement.

The special audit reports shall include an opinion on the schedule of all revenues by category and by month, the schedule of payments to County, and the calculation of Privilege Fees. If the audit report indicates that the amount of Privilege Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to County during such Contract Year, the Concessionaire shall pay the difference to County with the audit report. If amount of Privilege Fees paid by Concessionaire to County during any Contract Year exceeds the Privilege Fees due and owing for such Contract Year, the County shall credit the overpayment in the following order: (i) against any past due amounts owed to County by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, Privilege Fees owed to County by Concessionaire; (iii) against future Privilege Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by Concessionaire to County under this Agreement or for any other reason. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the County shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.

Section 6.5 Audit by County.

Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit performed by County, Concessionaire agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the audit report on behalf of Concessionaire, to make available to County's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. County or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of County. Concessionaire shall have thirty (30) calendar days from receipt of the audit report from County or its representative(s) to provide a written response to County regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Article shall constitute acceptance of the audit report as issued.

Section 6.6 Unpaid Fees.

If Concessionaire fails to make timely payment of any rentals, fees, charges and payments due and payable in accordance with the terms of this Agreement within ten (10) calendar days after same shall become due and payable, plus interest at the rate of one and one-half percent [1 ½%] per month, shall accrue against the delinquent payments(s) from the date due until the date payment is received by County. The foregoing shall in no way be construed as a waiver of any right granted County in this Agreement, nor shall this provision be construed to prevent County from terminating this Agreement for cause or from exercising any other right or from enforcing any other provision contained herein or provided by law.

Section 6.7 Place of Payments.

Payments required to be made by Concessionaire under this Agreement shall be made payable to:

Okaloosa County
Okaloosa County Airports
1701 State Road 85 North, Suite 1
Eglin Air Force Base, FL 32542-1498
or to such other office or address as may be substituted therefore.

Section 6.8 Licenses, Fees and Taxes.

Concessionaire shall pay, on or before their respective due dates, all federal, state, city, county, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Concessionaire or the estate hereby granted, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all federal, state, county, city and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any

and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

Section 6.9 No Set Off.

The Concessionaire acknowledges that it has no claims against County with respect to any of the operations of the Concessionaire at the Airport, if any, or any other agreement it may have with the County, and it has no right of set off or counterclaims against any of the amounts payable by Concessionaire to County.

Section 6.10 Late Payments - Interest.

County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement. The right of County to require payment of such interest and the obligation of Concessionaire to pay same shall be in addition to and not in lieu of the right of County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

Section 6.11 Other Fees and Charges.

Concessionaire acknowledges that County has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by County and not leased to or specifically provided to Concessionaire hereunder, and the procedures relating to payment of same. Concessionaire shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by County.

Section 6.12 Additional Rent and Charges.

If County is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Concessionaire contrary to said conditions, covenants or agreements, Concessionaire agrees to pay the sum or sums so paid by the County or the expense so incurred by the County, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by County in the same manner and with like remedies as if it were originally a part of the Privilege Fees payable under this Agreement. All such sums of money shall be paid by Concessionaire within thirty (30) calendar days after written demand therefore.

Section 6.13 Dishonored Check or Draft.

If Concessionaire delivers a dishonored check or draft to County in payment of any obligation arising under this Agreement, Concessionaire shall incur and pay a service charge in the amount established by County from time to time. In such event, County may require that future payments be made by cashier's check or other means acceptable to County.

Section 6.14 Net Agreement.

This Agreement in every sense shall be without cost or expense to County including without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Assigned Area.

Section 6.15 Employee Parking Facilities.

County, while providing parking facilities to Concessionaire's employees in common with employees of other concessionaires and users of the Airport, retains the right, at the sole election of County, to impose a reasonable charge for the privilege of utilizing these parking facilities.

Section 6.16 Employee Identification Badges.

Concessionaire agrees and consents to comply with County's identification badge requirements. All of Concessionaire's employees and staff that work or have business at the Airport and any other person at the Airport at the request of, or pursuant to the requirements of, Concessionaire will obtain proper Airport badges to access and work in the respective work location and shall pay the County's charges for such badges.

**ARTICLE 7
UTILITIES**

Concessionaire shall pay all utilities consumed within the assigned Area(s). In all cases where practicable, Concessionaire shall maintain separate utility meters. In all other instances, the Concessionaire will pay a pro-rated fee based upon estimated use of such utility in the Assigned Area(s). Utility charges which are invoiced by the County must be paid within thirty (30) calendar days after receipt of invoice by Concessionaire, or said charges will be subject to interest at the maximum allowable rate under the law.

**ARTICLE 8
SECURITY FEE**

In order to help defray the cost of providing security, Concessionaire shall pay to the County a security fee of one quarter of one-percent (.25%) of Gross Revenues effective the Commencement Date. Security fees shall be payable within twenty (20) calendar days after the beginning of each month throughout the Term of this Agreement and shall be reported for the preceding month as a separate line item on the monthly Gross Revenue Report. The County may adjust security fees from time to time, which adjustments may include, but shall not be limited to, adjustments of the security fees, method of collection, or basis of calculation.

**ARTICLE 9
OPERATIONAL STANDARDS**

Section 9.1 Equal Treatment of Customers.

Concessionaire shall furnish its services and sales on a fair, equal, and non-discriminatory basis to all customers, and charge fair, reasonable, and non-discriminatory prices for all sales and services.

Section 9.2 Quality of Service.

Concessionaire shall provide good, prompt, efficient and courteous service to all users of the Airport. Concessionaire shall maintain close supervision over all its employees to ensure maintenance of a high quality of service and courtesy to the public.

Section 9.3 Hours of Operation.

The hours of business during which Concessionaire is to conduct its operations at the Assigned Area shall be such that passengers of any and all flights arriving at or departing from the Airport Terminal where Concessionaire is operating will be accommodated, unless otherwise permitted by written consent from the Airports Director. The Airports Director or his designee reserves the right to order changes in the hours of operation to insure that such services are available. The minimum hours of operation are twelve (12) consecutive hours per day from either one (1) hour before the first scheduled departure or one (1) hour after the last scheduled arrival, seven (7) days a week, three hundred sixty five (365) days per year unless otherwise agreed to in writing by the County.

Section 9.4 Personnel.

Concessionaire's personnel and/or representatives performing services hereunder shall be neat, clean and courteous and uniformed in a manner acceptable to County. Personnel shall be required to wear the appropriate approved uniform at all times when on duty. Concessionaire shall not permit its agents, servants, or employees to solicit tips, use improper language, or act in a loud, boisterous or otherwise improper manner. County shall be the sole judge as to whether the conduct of Concessionaries representative, agents, servants, or employees is objectionable, and if so judged by County, Concessionaire shall take all steps necessary to eliminate the conditions that occasioned such judgment. Concessionaire shall ensure that its employees are of sufficient number so as to properly conduct the operations of Concessionaires businesses at the Airport.

Section 9.5 Relationships with Other Concessionaires.

Concessionaire shall maintain a friendly, professional, cooperative relationship with all other concessionaires and businesses at the Airport, and shall not engage in open or public disputes, arguments, disagreements, conflicts or actions tending to be incompatible to the best interest of the public of County.

Section 9.6 Manager.

The management, maintenance and operation of the Assigned Area shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be subject to the direction and control of Concessionaire. Concessionaire further agrees to assign a qualified subordinate to be in charge of the Assigned Area and the products and facilities offered in this Agreement, and to be available in the absence of the Manager.

Section 9.7 Wages.

Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.

Section 9.8 Cash Handling.

Concessionaire shall develop a policy outlining the rules, regulations, and operating procedures which apply to its employees within sixty (60) calendar days following the effective date hereof, which shall be submitted to County for its written consent. Concessionaire agrees to demonstrate compliance with the rules, regulations and operating procedures contained within the policy. Concessionaire shall promptly provide County with any changes, modifications or revisions to its rules, regulations and operating procedures.

Section 9.9 Marketing and Management Plans.

Concessionaire shall provide County with updated Marketing and Management Plans (collectively, "Plans") on an annual basis if requested in writing by County, which shall be subject to the consent of County. Concessionaire agrees to implement such Plans and Concessionaire shall not modify or deviate from any of the submitted Plans without the prior written approval of County. The burden of proving compliance with the Plans rests with Concessionaire, and a failure by Concessionaire to comply with the Plans approved by County shall be a default under this Agreement, entitling County to exercise any and all remedies available under this Agreement or as provided by law.

Section 9.10 Advertising, Contracts and Publicity.

All contracts, advertising, solicitation and publicity regarding Concessionaire shall be made in Concessionaire's lawful name and shall not in any manner misrepresent the relationship between County and Concessionaire or County's interest herein.

Section 9.11 Solicitation.

Concessionaire agrees that its employees shall not solicit business from any area of the Airport, including any area in front of the Assigned Area other than the normal conducting of business as contemplated hereunder from the Assigned Area.

Section 9.12 Standard of Service.

Concessionaire shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable airports, while at the same time operating in a commercially reasonable and legally required manner. County's determination as to the quality of service that is required shall be conclusive and shall be accepted and performed by Concessionaire.

Section 9.13 Cleanliness.

Concessionaire shall be responsible to ensure that all Assigned Area are maintained in a clean and orderly manner and free of debris and trash.

Section 9.14 Rules and Regulations.

Concessionaire shall inform each of its employees of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, and instruct such employees and representatives as to the methods and procedures used at the Airport. Concessionaire shall not discriminate against any person or group of persons in any manner prohibited by Federal, State, or local laws, rules or regulations.

Section 9.15 Complaints.

Concessionaire shall forward to County upon request, a list of any complaints, whether verbal or written, accompanied by Concessionaires' response to or resolution of any such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on County's own initiative or otherwise, may be submitted to Concessionaire for response by Concessionaire. Concessionaire shall provide a response to County, upon request, within seven (7) calendar days following submission by customers or by the County of said questions, complaints or comments.

Section 9.16 Contact Number.

Concessionaire shall provide County with emergency telephone numbers at which Concessionaire's manager may be reached on a 24-hour basis.

Section 9.17 Emergency Evacuation and Hurricane Plans.

Upon request by County, Concessionaire shall provide County emergency evacuation and hurricane plans consistent with the County's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Concessionaire, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by County. Concessionaire shall provide County copies of all changes, modifications, revisions and updates to its emergency evacuation and hurricane plans.

Section 9.18 Conflict.

Should a conflict arise between Concessionaire and other concession operators at the Airport regarding the scope of concession privileges, the Airports Director's decision on the matter shall be final and conclusive. Concessionaire agrees to abide by the Airports Director's decision.

Section 9.19 Vandalism and Fraud.

Concessionaire shall be required to resolve vandalism and fraud problems, all of which shall be at the sole risk and expense of Concessionaire. Concessionaire shall assume all financial responsibility for dishonored credit cards, fraudulent calls and loss of funds or non-collected funds. None of the foregoing costs shall permit or entitle Concessionaire to any deductions from or credits against the Privilege Fees payable to County.

Section 9.20 Employee Discounts.

Concessionaire shall provide a program for badged employee discounts (regardless of the identity of the employer) in the amount of twenty percent (20%) off the regular menu price (excluding alcoholic beverages) for all items offered for sale by Concessionaire at all of its Assigned Area.

Section 9.21 Pricing.

Concessionaire shall ensure that all prices are attractive to the public and are no more than ten percent (10%) greater than prices charges for similar menu items, of equal portions and quality, at similar facilities and/or franchises as set forth in Exhibit C.

In the event County's Airport Director or his designee, in that person's sole discretion, determines that the price charged by Concessionaire for one or more of its food or beverage items is more than 10% higher than the price for a similar items at a similar and/or comparable outlet, as set forth within Exhibit C, then, within seven (7) calendar days of written notice of noncompliance with this Section, Concessionaire will reduce its price(s) for such items(s) accordingly. Concessionaire's failure to comply with the requirements of this Section shall be a default under this Agreement, entitling County to exercise any and all remedies available hereunder or as provided by law.

Section 9.22 Credit Cards.

The Concessionaire shall honor at least three (3) major credit cards subject to the written approval of the County.

**ARTICLE 10
ALCOHOLIC BEVERAGES, LIQUOR PERMIT AND SALES**

Concessionaire shall obtain at its own expense the necessary Alcoholic Beverage Licenses to provide alcoholic beverages for resale at the Airport located at 1701 SR 85 North, Eglin AFB, FL 32542. Alcohol sale will be restricted to restaurant and Concessionaire's Assigned Area(s).

**ARTICLE 11
IMPROVEMENTS**

Section 11.1 Required Improvements.

Concessionaire shall, at its sole cost and expense, install all Leasehold Improvements furniture, trade fixtures and equipment necessary and customary for the operation of the food and beverage concession within the Assigned Area in accordance with the requirements of this Article.

Section 11.2 Alterations, Improvements or Additions.

Concessionaire shall make no alterations, additions or improvements to the Assigned Area, without the prior written approval from County, which approval may be granted or withheld by County in its sole discretion.

Section 11.3 Construction Requirements.

All Leasehold Improvements, alterations and additions made by Concessionaire to the Assigned Area shall be of high quality and meet applicable Federal, State and local laws, regulations, County's Leasehold Development Standards, rules and requirements. Prior to the commencement of construction, two (2) full and complete set of plans and specifications for all Leasehold Improvements, alterations and/or additions shall be submitted to County for their review and approval, which approval may be granted or withheld in County's sole discretion. All improvements shall be completed in accordance with construction standards established by County and the plans and specifications approved by County.

Section 11.4 Construction Requirements & Bonds.

Concessionaire shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professional, are paid in full for such services and materials. Concessionaire, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Assigned Area, a performance bond and a payment bond, drawn in a form and substance acceptable to County, and issued by a company approved by County, guaranteeing compliance by Concessionaire of its obligations arising under this Article 8. Such payment and performance bonds shall comply with Section 255.05, Florida Statutes in a form approved by County. Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County's Risk Management may reasonably require. County's Risk Management may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amount(s) as County's Risk Management reasonably determines to be necessary.

Section 11.5 No Liens.

Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida. Concessionaire shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Concessionaire of this provision of this Agreement. If so requested by County, Concessionaire shall file a notice satisfactory to County in the Public Records of Duval County, Florida stating that the County's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Assigned Area, or other County property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security within ten (10) calendar days, County may do so and thereafter charge Concessionaire, and Concessionaire shall promptly pay to County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees.

Section 11.6 Signage.

Concessionaire has the right to install and maintain appropriate signs in the Assigned Area provided the design, installation and maintenance of such signs is consistent with the graphic standards of the Airport and has the written approval of County prior to installation. The signage existing in the Assigned Area as of the Commencement Date of this Agreement shall in no way establish the standard (or any precedent whatsoever) as to the type of signage that County shall deem acceptable in the future in connection with Concessionaire's Minimum Capital Expenditures, Midterm Refurbishment(s), or any other improvements or refurbishing of the Assigned Area, whatsoever, or upon any replacement of existing signage.

Section 11.7 Title to Improvements.

All Improvements constructed or placed upon the Assigned Area, excluding furnishings, equipment and trade fixtures, shall become the absolute property of County upon termination or expiration of this Agreement and County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances.

Section 11.8 Evidence of Transfer of Ownership.

Upon the request of County, Concessionaire shall provide County with a bill of sale or other evidence of the transfer of ownership of the Improvements together with evidence satisfactory to County that the Improvements are free from liens, mortgages and other encumbrances.

Section 11.9 Removal of Improvements.

Notwithstanding anything in this Agreement to the contrary, County shall be entitled, at its option, to have the Assigned Area returned to County free and clear of some or all of the improvements at Concessionaire's sole cost and expense. In such event, County shall provide timely notification to Concessionaire of its election to require removal of Improvements and, to the extent possible, County shall notify Concessionaire at least sixty (60) calendar days prior to the expiration or termination of this Agreement. Concessionaire shall have sixty (60) calendar days from date of notice within which to remove the Improvements. If Concessionaire fails to remove the Improvements, County may remove the Improvements. Concessionaire agrees that Concessionaire shall fully assume and be liable to County for payment of all costs of removal of the Improvements (whether direct or indirect) incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to County within thirty (30) calendar days from the date of the written notice provided by the County. The obligations arising under this Article 9 shall survive the expiration or termination of this Agreement.

**ARTICLE 12
MAINTENANCE**

Section 12.1 Maintenance and Repairs.

Concessionaire is responsible for all maintenance and repairs of the Assigned Area of any nature except:

- a. Cleaning exterior unit Terminal windows.
- b. Structural repairs to the roof, floor and exterior walls and windows of the Airport Terminals.
- c. All HVAC supply mains, and electrical power supply stubbed up to Concessionaire's Assigned Area.

Section 12.2 Minimum Maintenance Costs.

During each Contract Year of the Agreement, Concessionaire agrees to set aside an amount equal to one-quarter percent (.25%) of its Annual Gross Revenues to be used solely for light maintenance, painting and annual cleanup during each Contact Year and Concessionaire agrees to expend such sums for such purposes during each Contract Year. Upon request, Concessionaire

shall provide such documentation as County may reasonably request to document that such expenditures have been made for each Contract Year.

Section 12.3 Water Leakage.

County shall not be liable to Concessionaire for any damage to food or beverage product or merchandise, trade fixtures or personal property of Concessionaire in the Assigned Area caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment. Furthermore, County shall not be liable to Concessionaire for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of any Assigned Area, or the Terminal, unless (i) County has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

Section 12.4 Janitorial and Cleaning Services.

Concessionaire shall provide at its expense such janitor, toilet, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Assigned Area. Concessionaire also agrees to keep and maintain the interior of its Assigned Area in a clean, neat and sanitary condition, and attractive in appearance, at its sole cost and expense.

Section 12.5 Concessionaire's Responsibilities.

Concessionaire shall maintain and make necessary repairs to the interior of its Assigned Area and the furniture, fixtures and equipment therein and appurtenances thereto. This maintenance shall be such that the original theme will be maintained in accordance with the original approved plans for the Assigned Area.

Section 12.6 Service Lines.

Concessionaire shall keep and maintain in good condition all service lines and electrical equipment and fixtures located at or in its Assigned Area.

Section 12.7 Quality of Repairs.

All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the County or by federal, state and local authorities having jurisdiction over the work.

Section 12.8 Inspection Right.

County may inspect the Assigned Area at any time to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement and other enumerated health and operational standards. Upon written notice by County to Concessionaire, Concessionaire shall perform the required maintenance or repair needed to meet the standards of this Agreement. The County shall reasonably judge Concessionaire's performance under this Article as to the quality of maintenance and repair. If Concessionaire has not made a good faith effort, as determined by County, to begin to perform the maintenance or repair within ten (10) calendar days after receipt of County's written notice and to diligently pursue the same to completion, County shall have the right to enter the Assigned and perform the necessary

maintenance or repair, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs thereof, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within ten (10) calendar days of County's billing.

Section 12.9 Failure to Make Repairs or Undertake Maintenance.

If, (i) within 10 calendar days as to non-emergency, and (ii) within a reasonable time as to emergency situations, Concessionaire refuses or neglects to undertake any maintenance, repair or replacements requested by representatives of County, or if County is required to make any repairs necessitated by the negligent acts or omissions of Concessionaire, its employees, agents, servants or licensees, County shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by the Concessionaire within ten (10) calendar days following demand for said payment at the cost to the County, plus twenty-five percent (25%) administrative overhead.

Section 12.10 Trash and Garbage.

Concessionaire will provide for timely and adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Concessionaire's operations. Concessionaire agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its Assigned Area. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Concessionaire shall maintain the Assigned Area in a neat, orderly and clean condition. There shall be no food, papers, or rubbish visible at any time. This requirement includes the regular cleaning of the grease traps to prevent stoppage of the outside sewer main.

Section 12.11 Deliveries.

All deliveries will be made in a manner, location, and at times established by County. All vendors traveling on the apron must be escorted by an employee or agent of Concessionaire (and otherwise in accordance with the requirements of the County, Concessionaire and all its vendors must comply with the requirements of the TSA and with the Airport Security Plan.

Section 12.12 Rodents, Insects and Pests.

Concessionaire agrees to provide adequate control of rodents, insects, and other pests in its Assigned Area. In the event that Concessionaire's rodent, insect and pest control program is not acceptable or sufficient, County may seek to control such rodents, insects and pests by other means. Concessionaire agrees to reimburse County no later than ten (10) calendar days following demand for any expenses incurred by County due to conditions within Concessionaire's Assigned Area. In the event Concessionaire fails to reimburse County within ten (10) calendar days, Concessionaire shall reimburse County for costs expended plus twenty-five percent (25%) administrative overhead.

Section 12.13 Damage to Persons and Property.

County shall not be liable to Concessionaire for any damage to persons or property of any kind caused by damage or disrepair to the Assigned Area, unless County has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire; and any such damage or disrepair was not due to negligence of Concessionaire or any of its agents, employees, representatives, or invitees.

ARTICLE 13
INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the Concessionaire agrees to indemnify, defend and hold harmless the County, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Concessionaire's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Concessionaire, Concessionaire's Subcontractor(s) or anyone directly or indirectly employed or hired by Concessionaire, or anyone for whose acts Concessionaire may be liable. The County reserves the right, but not the obligation, to participate in defense without relieving Concessionaire of any obligation hereunder.

Section 13.1 Respondent's Insurance.

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.

6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Section 13.2 Workers' Compensation Insurance.

The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County. Such insurance shall comply with the Florida Workers' Compensation Law. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Section 13.3 Business Automobile and Commercial Liability Insurance.

The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.

All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate

limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor’s Liability
 - 4.) Completed Operations and Products Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

Section 13.4 Limits of Liability.

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

LIMIT

1.	Worker’s Compensation	
	A.) State	Statutory
	B.) Employer’s Liability	\$100,000 each accident
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000

Section 13.5 Notice of Claims or Litigation.

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

Section 13.6 Indemnification & Hold Harmless.

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or

wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Section 13.7 Certificate of Insurance.

Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

Section 13.8 General Terms.

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

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

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

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

Section 13.9 Umbrella Insurance.

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

**ARTICLE 14
DAMAGE OR DESTRUCTION**

Section 14.1 Concessionaire's Obligations.

Concessionaire hereby assumes full responsibility for the condition of the Assigned Area and character, acts and conduct of all persons admitted to the Assigned Area by or with the actual or constructive consent of Concessionaire or by or with the consent of any person acting for or on behalf of Concessionaire. If the Assigned Area improvements, or any part thereof, are damaged in any way whatsoever, whether by act of God, by the act, default or negligence of Concessionaire, or of Concessionaire's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Assigned Area by Concessionaire or otherwise, Concessionaire shall, at its sole cost and expense, restore the Assigned Area to the condition existing prior to such damage. Concessionaire shall commence such restoration within thirty (30) calendar days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Concessionaire in accordance with the construction requirements contained herein and as established by the County. If Concessionaire fails to restore the Assigned Area as required above, County shall have the right to enter the Assigned Area and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs therefor, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) calendar days from date of written notice thereof.

Section 14.2 Right to Cancel.

If any of the improvements on the Assigned Area are damaged or destroyed in whole or in part by fire or other casualty, Concessionaire may, subject to approval of County, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement provided (i) Concessionaire shall provide County written notice thirty (30) calendar days notice prior to such proposed termination, (ii) the County approves such termination and (iii) Concessionaire pays to the County an amount equal to the amount of insurance that Concessionaire is required to have in effect pursuant to this Agreement, plus (y) the amount of any deductibles and/or copayments (collectively, the Casualty Termination Amount"), and, upon, this Agreement shall terminate and the Casualty Termination Amount shall be paid to and retained by County. All fees and other sums due hereunder payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance Casualty Termination Amount of by County under this Article 13 will relieve Concessionaire from any responsibility to restore the Assigned Area to their former condition; provided, however, that Concessionaire expressly agrees, covenants and warrants that nothing herein shall serve to relieve Concessionaire of its liability for penalties or expenses associated with, arising out of, or in any way resulting from any impairment

of or damage to the environment of the Assigned Area and Concessionaire further waives any claim against County for damages or compensation, should this Agreement be so terminated.

Section 14.3 Insurance Proceeds.

If the Agreement is not terminated pursuant to Section 13.02, upon receipt by Concessionaire of the proceeds of the insurance policy or policies, the proceeds shall be deposited in an escrow account approved by County so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Concessionaire.

Section 14.4 Termination Upon Destruction or Other Casualty.

In the event the Assigned Area, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by County impossible, then County, at its sole option, may terminate this Agreement. Concessionaire shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Concessionaire hereby waives any claim for damages or compensation should this Agreement be so terminated.

**ARTICLE 15
TERMINATION**

Section 15.1 County's Rights of Termination.

County, in addition to any other right of termination herein given to it or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement after giving Concessionaire written notice upon or after the happening of any one or more of the following events ("Events of Default"). Concessionaire shall have thirty (30) calendar days to cure an Event of Default, unless another specific time period is set forth herein. The thirty (30) day cure period shall commence upon receipt of written notice from the County:

- a. Concessionaire fails to make due and punctual payment of any rents, fees or charges payable hereunder on the date specified for such payments and such default shall continue for a period of fifteen (15) calendar days thereafter, provided however, upon the expiration of the fifteen (15) day period contained in this subsection, Concessionaire shall not be entitled to the additional thirty (30) day notice set forth above;
- b. Concessionaire files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Concessionaire's assets;
- c. Institution of proceedings in bankruptcy against Concessionaire and continuation thereof for a period of ninety (90) calendar days;

- d. Taking of jurisdiction by a court of competent jurisdiction of Concessionaire or its assets pursuant to proceedings brought under the provisions of any federal or state insolvency or reorganization act;
- e. Appointment of a receiver or trustee of Concessionaire's assets by a court of competent jurisdiction or by a voluntary agreement with Concessionaire's creditors;
- f. Abandonment by Concessionaire of the Assigned Area or the conduct of its business with the Airport passengers and, in this connection, suspension of operations for a period of ten (10) calendar days will be considered abandonment;
- g. Concessionaire is prevented for a period of thirty (30) calendar days, from conducting its business with the Airport passengers, or it is so prevented from conducting any business at the Airport, either by:
 - h. Reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Assigned Area or premises required for the actual operation of Concessionaire's business at the Airport, or
 - i. If all or a substantial part of the Assigned Area shall be acquired through the process of eminent domain;
 - j. The failure of Concessionaire to use the Assigned Area in accordance with the terms and conditions of this Agreement or the failure of the Concessionaire to maintain the insurance required by this Agreement;
 - k. The failure of Concessionaire within thirty (30) calendar days after receipt of written notice from County, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Concessionaire; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Concessionaire commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence;
 - l. If Concessionaire shall fail to provide the Security for Payment in accordance with Article 5.07 or to renew or replace such Security for Payment on or before the date on which the same is required hereunder;
 - m. If Concessionaire shall fail to take possession of the Assigned Area or;
 - n. Non Compliance with Florida Statute 287.133 - Concerning Criminal Activity on Contracts with Public Entities.

Section 15.2 Payment after Default.

The acceptance of rentals, fees or charges by County from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estoppel of any right on the part of County to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

Section 15.3 Termination and Reletting.

Should there occur an early termination of this Agreement pursuant to the terms of this Agreement, County shall have the right to reenter the Assigned Area of Concessionaire, make repairs necessary, and enter into another agreement for lease of the Assigned Area, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Concessionaire shall remain liable to County for the full amount of all fees and charges, except

the percentage fee under Article 5.03, and shall continue to pay the same or such part thereof that remains unpaid after the application of the fees and charges collected by County from such other agreement for the Assigned Area and privileges or any part thereof. Concessionaire shall remain liable for such payments whether or not another agreement is entered into, County's responsibility being in mitigation of damages as provided herein.

Section 15.4 Concessionaire's Right of Termination.

In addition to any other right of cancellation herein given to Concessionaire or any other rights to which it may be entitled by law, as long as Concessionaire is not in default in payment to County of any amounts due County under this Agreement or any other agreement, Concessionaire may terminate this Agreement by giving County thirty (30) calendar days' advance written notice, to be served as hereinafter provided, upon or after the happening of the following events:

- a. Permanent abandonment of passenger airline operations at the Airport;
- b. Default by County of any of the covenants or conditions contained herein and the failure of County to remedy such default for a period of sixty (60) calendar days after its receipt from Concessionaire of written notice to remedy the same;
- c. Concessionaire shall be prevented for a period of thirty (30) calendar days, after exhausting or abandoning all appeals, by an action of any government County, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the Assigned Area by the U.S. Government.

ARTICLE 16 AIRPORT SECURITY

Concessionaire agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire or Airport, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees and representatives to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the County. County shall have the right to require the removal or replacement of any employee and representatives of Concessionaire at the Airport that County has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by any federal, state or local governmental entity, including the FAA or TSA; any expense in enforcing the regulations of any federal, state or local governmental entity, including the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys' fees and all costs incurred by County

in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, County may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 17 ASSIGNMENT

Concessionaire shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement, or sublet the Assigned Area, or any portion thereof ("Assignment"), without the prior written consent of County, which consent may be granted or withheld by the County in its sole discretion. Any such attempted Assignment without County approval shall be null and void. In the event the County consents in writing to an Assignment, Concessionaire shall have the right to the extent permitted by County's consent to such Assignment, provided that the use of the Assigned Area shall be limited to the same uses as are permitted under this Agreement. No request for, or consent to, such Assignment shall be considered unless Concessionaire shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. County reserves the right to investigate the financial capacity of the proposed assignee. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. County may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder after such assignment.

ARTICLE 18 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Concessionaire (including its officers, agents, servants, employees, contractors, sub operators, and any other person over which Concessionaire has the right to control) agree that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to the County, the Federal Aviation Administration ("FAA"), the Transportation Security Administration ("TSA"), FAA Advisory Circulars and Airport Rules and Regulations. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the County may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures

related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

ARTICLE 19
AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as amended, and the State of Florida Accessibility Requirements Manual (ARM) as it applies to Concessionaire's facilities and operations at the Airport.

ARTICLE 20
AFFIRMATIVE ACTION

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 21
NON-DISCRIMINATION

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a 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 Airport facilities; and (2) that Concessionaire shall use the Airport Area in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Agreement.

ARTICLE 22
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any

business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Section 22.1 Policy.

It is the policy of the COUNTY to recognize the County and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The Aviation County is also fully committed to the implementation of these Rules and regulations through its approved Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.

Section 22.2 Certification (49 CFR Part 26.61-91, Part 23 Subpart C).

The COUNTY will use the procedures and standards of Part 26.61-91 and 23.31, Subpart C for certification of ACDBEs to participate in its ACDBE program. Firms desiring to participate as an Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE on COUNTY projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp> Any ACDBE/DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the airport concession disadvantaged business participation requirements of the COUNTY.

Section 22.3 ACDBE Goal.

COUNTY encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49 Part 23 and Part 26. The ACDBE goal for this Agreement is 14%, as measured as a percentage of Concessionaire's total annual Gross Receipts. Concessionaire agrees to take all necessary and reasonable steps to achieve this goal. ACDBE Participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit quarterly reports to the County as required concerning the participation of certified ACDBE firms. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the County that it has taken Good Faith Efforts, as defined in Part 23, in attempting to achieve the stated goal.

ARTICLE 23

RIGHTS RESERVED TO COUNTY

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to County. County expressly reserve(s) the right to prevent any use of the described Assigned Area which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 24
RIGHT TO ENTRY

County, through its Airports Director, shall have the right to request from Concessionaire and to be provided entry to the Assigned Area assigned herein to Concessionaire, for the purposes and to the extent necessary to protect County's rights and interest, to provide for periodic inspection of said Assigned Area from the standpoint of safety and health, and to check Concessionaire's compliance with the terms of this Agreement. Access shall be upon forty-eight (48) hours' notice and jointly with a representative from Concessionaire. No notice shall be required in the event of emergency.

ARTICLE 25
RIGHT OF FLIGHT

County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Assigned Area together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

ARTICLE 26
PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which County acquired the land or improvements thereon, of which said Assigned Area are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 27
SIGNS

No signs, posters, or similar devices shall be erected, displayed, or maintained by Concessionaire in view of the general public in, on, or about the Assigned Area or elsewhere on the Airport, without the prior written approval of the Airports Director, which approval may be granted or withheld by the County in its sole discretion. Any signs that are not approved by the County shall be immediately removed at the sole cost and expense of Concessionaire. All signs approved for Concessionaire's operations at the Airport shall be at the cost of Concessionaire.

ARTICLE 28
NOTICES AND COMMUNICATIONS

All notices or other communications to County or Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO COUNTY:

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

TO CONCESSIONAIRE:

Oakwells Commuter Rail, LLC
Michael J. Reilly
President – Oakwells
1035 S. Semoran Blvd., Bldg 2 – Suite 1011
Orlando, FL 32792

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

ARTICLE 29
TAXES, PERMITS, LICENSES

Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any and all taxes assessed, whether tangible or intangible, against its leasehold interest in the Assigned Area, including any sales tax imposed on the rental and concession fee payments, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by County of law in connection with the operation of its business at said Airport. Concessionaire shall have the right to challenge any and all taxes assessed against its leasehold interest at its own expense.

ARTICLE 30
SURRENDER OF ASSIGNED AREA

Concessionaire shall surrender up and deliver its Assigned Area to County upon termination of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided the Concessionaire is not in default in the payment of rents, fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement,

shall remove all of its personal property from the Assigned Area forthwith. Failure on the part of Concessionaire to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to County for whatever disposition is deemed to be in the best interest of County. Any costs incurred by County in the disposition of such personal property shall be borne by the Concessionaire.

**ARTICLE 31
NO ACCEPTANCE OF SURRENDER**

No act or action done by County or County's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

**ARTICLE 32
PERSONAL PROPERTY**

Any personal property of Concessionaire or of others placed in the Assigned Area shall be at the sole risk of the Concessionaire or the owners thereof, and County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery from County for such damage, destruction or loss. County shall not be liable for any damage or loss of any personal property placed or moved on to the Assigned Area.

**ARTICLE 33
APPLICABLE LAW AND VENUE**

The Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Okaloosa County, Florida. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the state courts of Okaloosa County, Florida.

**ARTICLE 34
INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

**ARTICLE 35
FEDERAL RIGHTS TO RECLAIM**

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Assigned Area are located, for public purposes for a period in excess of ninety (90) calendar days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or

as a result thereof. This Article 37 shall not act or be construed as a waiver of any rights Concessionaire may have against the United States as a result of such taking.

ARTICLE 36 RELATIONSHIP OF THE PARTIES

Concessionaire, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefore.

ARTICLE 37 STATUS UPON EXPIRATION

If Concessionaire holds over and continues in possession of the Assigned Area after expiration or termination of this Agreement, other than with the written consent of County, Concessionaire will be deemed to be occupying the Assigned Area at sufferance from month-to-month tenancy, without limitation on any of County's rights or remedies, subject to all of the terms and conditions of this Agreement. The Assigned Area rental shall be based on the same formula as the last month of the Term of the Agreement prior to the hold over but shall be double such amount.

It is agreed and understood that any holding over of Concessionaire after the expiration or termination of this Agreement shall not renew and extend same, but shall operate and be construed as a license from month to month. Without any further notice other than the notice established by this provision, Concessionaire shall be required to pay to the County during any holdover period, monthly license fees which shall be equal to double the amount of the monthly payment of Privilege Fees that was due and payable for the month immediately preceding the expiration or termination of this Agreement. In addition, Concessionaire shall be required to pay to County any other charges required to be paid hereunder during any such holdover period. Concessionaire shall be liable to the County for all loss or damage on account of any such holding over against the County's will after the termination or expiration of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. It is expressly agreed that acceptance of the foregoing payments by the County in the event that Concessionaire fails or refuses to surrender possession shall not operate or give Concessionaire any right to remain in possession nor shall it constitute a waiver by the County of its right to immediate possession of the premises.

ARTICLE 38 ENVIRONMENTAL REGULATIONS

Section 38.1 Environmental Representations.

Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to County, upon which County expressly relies that:

- a. Concessionaire is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Assigned Area. Concessionaire agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- b. Concessionaire agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
- c. Concessionaire shall secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- d. Concessionaire, its employees, agents, contractors, and all persons working for, or on behalf of Concessionaire, have been fully and properly trained in the handling and storage of all such hazardous and toxic waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- e. Concessionaire shall provide County satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- f. Concessionaire agrees to cooperate with any investigation, audit or inquiry by County or any governmental agency regarding possible violation of any environmental law or regulation.

Section 38.2 Environmental Indemnification.

CONCESSIONAIRE hereby expressly agrees to indemnify and hold COUNTY and each of its board members, officers, employees and agents harmless from and against all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees caused by CONCESSIONAIRE's failure to comply with any applicable environmental laws insofar as they related to CONCESSIONAIRE's operations at the Airport, except to the extent (i) caused by or resulting from any condition that existed prior to CONCESSIONAIRE's first occupancy of its Concessionaire Premises under this Agreement or a prior agreement with COUNTY or its predecessor or (ii) caused by the negligence or willful misconduct of the COUNTY or a third party not contractually related to CONCESSIONAIRE. COUNTY (i) shall provide written notice to CONCESSIONAIRE of any claim that could be subject to the foregoing indemnification obligations, (ii) shall cooperate with CONCESSIONAIRE in the defense of any such claim, (iii) shall not settle any such claim without the consent of CONCESSIONAIRE, and (iv) shall not take any action that interferes with the defense of any such claim. This provision shall survive for a period of three (3) years after the expiration or termination of this Agreement.

ARTICLE 39
EMINENT DOMAIN

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against County but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

ARTICLE 40
COUNTY NOT LIABLE

County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) cessation for any reason of air carrier operations at the Airport Terminal or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury whatsoever sustained by Concessionaire including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current (unless a direct result of negligence by the County) or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County. All personal property placed on or moved on to the Assigned Area shall be at the sole risk of Concessionaire.

ARTICLE 41
WAIVERS

No waiver by County at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure or omission of County to reenter the Assigned Area or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by County shall be required to restore or revive time as of the essence hereof after waiver by County or default in one or more instances. No option, right, power, remedy, or privilege of County shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to County by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by County shall not impair its rights to any other right, power, option or remedy.

ARTICLE 42
TIME OF THE ESSENCE

Time is expressed to be of the essence of this Agreement.

ARTICLE 43
PUBLIC ENTITY CRIMES

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to County that Concessionaire is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of Concessionaire hereby further warrants and certifies to County that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. County, before it accepts and delivers this Agreement, shall require Concessionaire to supply it with a Sworn Statement on Public Entity Crimes, Exhibit F attached hereto and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Agreement by Concessionaire.

ARTICLE 44
CONSTRUCTION

Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.

ARTICLE 45
RADON GAS

It is a requirement of the State of Florida that the following notification statement be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from you county public health unit.

ARTICLE 46
MISCELLANEOUS

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Florida law. This Agreement represents the complete agreement of the parties and any prior concession agreements or representations, regarding concession agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

Concessionaire shall maintain all records pertaining to this Agreement in accordance with the Florida Public Records law, chapter 119, Florida Statutes.

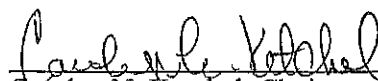
IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARCHONIX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.

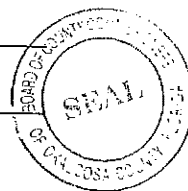
Concessionaire must comply with the public records laws, Florida Statute chapter 119, specifically Concessionaire must:

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

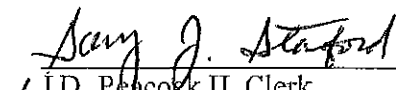
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OKALOOSA COUNTY, FLORIDA


Carolyn N. Ketchel, Chairman
Date: 1/4/2017

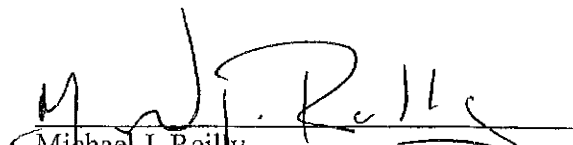


ATTEST:


J.D. Pencock II, Clerk



OAKWELLS COMMUTER RAIL, LLC


Michael J. Reilly
President/CEO
Date: 12.22.2016

PROPOSAL FORM

All information requested in this Questionnaire **MUST** be furnished by the proposer and **MUST** be submitted with the proposal. Statements must be complete, accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for rejection of the proposal. Additional sheets may be attached hereto as necessary.

SECTION I - GENERAL INFORMATION

i. Proposer is submitting this Qualifications Questionnaire for the following Concession Operation:
NON-EXCLUSIVE OPERATION OF FOOD AND BEVERAGE CONCESSION AT DESTIN-FORT

WALTON BEACH AIRPORT

ii. Name of applicant exactly as it would appear on the Agreement if selected: _____
Dakvella Commuter Hall LLC

iii. Address of applicant for purposes of notice or other communication relative to the proposal:
1035 S. Semoran Blvd Building 2 - Suite 1011
Orlando, FL 32792

iv. Telephone number of applicant: 404-373-4007
Fax number of applicant: 404-606-9456
Contact person: Michael Relly

v. Form of business entity (check one and complete the appropriate business entity statement that follows):

Partnership Corporation Joint Venture Individual ~~or~~ Limited Liability Company

a. If proposer is a subsidiary state name of Parent Company. Caution: All information provided herein must be as to proposer (subsidiary) and not as to parent company.

b. If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement that follows must be completed in addition to the appropriate proposer's business entity statement.

vi. Complete one of the four sections below: either A, B, C or D, depending upon the organization of the applicant firm.

A. INDIVIDUAL STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in Full: N/A
2. Residence Address: _____
3. Business Address: _____
4. Date of Birth: _____
5. Place of Birth: _____
6. Social Security Number: _____
7. Driver's License Number: _____
8. State Issuing Driver's License: _____

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

B. PARTNERSHIP/LIMITED LIABILITY COMPANY STATEMENT

If a Partnership or Limited Liability Company, furnish the following:

1. Date of Organization: 03-12-2004
2. Type of Partnership (check one):
 General Partnership
 Limited Partnership
 Limited Liability Company
3. Has the Statement of Partnership been recorded? Yes No
4. If the answer to question 3 above is "yes":
 Date: _____
 Book: _____
 Page: _____
5. Attach and mark as "Exhibit S-1" a complete copy of the Statement of Partnership and the Partnership Agreement.
6. For each partner, attach and mark as "Exhibit S-2" the following information: N/A
 - a. Name
 - b. Residence Address
 - c. Percentage of ownership
 - d. Indicate if the partner is a general or limited partner
 - e. Birth Date
 - f. Place of Birth
 - g. Social Security Number
 - h. Driver's License Number and issuing state

C. CORPORATION STATEMENT

If a Corporation, furnish the following:

1. Date of Incorporation: N/A
2. State of Incorporation: _____
3. Is the Corporation Registered to do Business in Texas? Yes No
7. Type of Corporation (check one):
 Public
 Private
 Limited Liability Company
4. If the corporation is publicly held, how and where is the stock traded? _____

5. Provide the following information

	Authorized	Issued	Outstanding
Number of Voting Shares			
Number of Nonvoting shares			
Number of Shareholders			

	Par	Book	Market
Value Per Share of Common Stock			

D. JOINT VENTURE STATEMENT

If a Joint Venture, furnish the following:

1. Date of Organization: N/A
2. Has the Joint Venture done business before? Yes No

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

3. If the answer to question 2 above is "yes," attach and mark as "Exhibit JV-1" a description of the nature of the joint venture's prior business.

4. Attach and mark as "Exhibit JV-2" a complete copy of the Joint Venture Agreement.

5. For each Joint Venture partners, attach and mark as "Exhibit JV-3" the following information:

- a. Name
- b. Residence Address
- c. Percentage of ownership
- d. Birth Date N/A
- e. Place of Birth
- f. Social Security Number
- g. Driver's License Number and issuing state

vii. All proposers must respond to the following questions:

a. Have any leases or concession agreements held by the proposer ever been cancelled?
Yes() No (X)
If Yes, attach a description of the circumstances.

b. Has the proposer ever been notified of a lease, concession or permit default by the landlord or lessor?
Yes() No (X)
If Yes, attach a description of the circumstances.

c. Has the proposer ever been involved in litigation with the lessor of property leased by the proponent?
Yes() No (X)
If Yes, attach a description of the circumstances.

d. Has the proposer and or any of its officers, or employees responsible for obtaining or administering a contract been convicted of any of the following:
(i) criminal offense incident to a public or private contract violation of the Federal Anti-trust Statutes embezzlement; or (ii) fraud or equivalent crimes which are indicative of a lack of business integrity
Yes() No (X)
If Yes, attach a description of the circumstances.

e. Has the proposer or any principal or partner undertaken or participated in other business projects in the State of Texas?
Yes() No (X)
If yes, indicate DATE: _____
LOCATION: _____

SECTION II - FINANCIAL AND BACKGROUND DATA

1. Financial Information - See page directly following Proposal Form

a. Please provide a statement indicating how the proposed level of capital investment will be financed and how working capital needs will be met. Any person or entity providing a guarantee must provide a written statement indicating the level of commitment.

b. Furnish a statement of income, balance sheet and statement of cash flow, including notes thereto, all reviewed by an independent Certified Public Accountant, and attested to by the Proposer's chief financial officer, in sufficient detail to show the proposer's financial capability to undertake and complete all the obligations specified in the Agreement. Said financial statements should be as of or for the period ending on the last day of your most recently completed fiscal year. A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested to by the chief

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

financial officer of the subsidiary. A personal financial statement of an officer of a corporation shall not satisfy this requirement. Also, submit Securities and Exchange Commission Form 10K, if any, for the past two years for principals in the firm. If the proposer is a recently formed entity, each participating member must submit their own financial documents, as required in the preceding paragraph.

2. Surety Information

a. Have you, or any entity you have had an ownership interest in, ever had a bond or surety cancelled or forfeited? Yes() No (X)

b. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture: _____

3. Bankruptcy Information. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt?

Yes() No (X)

4. Have you ever entered into an agreement with the Airport or the County of Okaloosa?

Yes() No (X)

If yes, please explain: _____

5. Have you ever been sent a default notice concerning an Agreement identified in question 4 above? Yes() No (X)

If yes, please explain: _____

6. Experience Statement. Please attach a detailed description of the nature and extent of the proposer's experience. The following information must be included:

a. Number of years the proposer has operated a food sales or related business.

b. Description of the proposer's other operations or experience, including:

i. Number and type of other operations (fast food, specialty food, restaurant, etc.).

ii. Locations of current operations.

iii. Description of menu.

iv. Photograph of at least one existing operation.

v. Organizational chart and description of the organization and or suborganization(s) which would have responsibility for operation. Include resumes of individual managing operators who will be assigned to the operations or job description and level of experience that would be required of these individuals.

vi. Resumes of any persons owning more than a 10% share of the business.

vii. Give name, location and date of any of proposer's food and beverage Concession Agreements or leases that have been terminated within the past five years, either voluntarily or involuntarily, prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits for the termination of, any food and beverage concession(s) or operating agreement(s) operated by proposer within the past five (5) years.

viii. Gross revenues for the past 5 years, if the company has operated for at least 5 years or gross revenues for the amount of time the company has operated if less than 5 years.

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

ix. Other information which may be relevant in determining the nature and extent of the experience of the firm or its principals.

SECTION III - REFERENCES

On the following pages, list four persons or firms with whom proposer has conducted financial transactions related to your business operations during the past three years. At least two of the references named are to have knowledge of proposer's debt payment history and at least one should be an entity with whom the proposer has a lease for an existing operation if any such reference exists.

Reference #1:

Name: Clint Torp
Title: Airport Manager
Firm: La Crosse Regional Airport
Address: 2850 Airport Road
La Crosse, WI 54603
Telephone: 608-789-7464
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Lease for an existing operation - Food and Beverage Concessions including Vending

Reference #2:

Name: Bob Heckendorf
Title: CEO
Firm: Phoenix Distribution & Marketing
Address: 1650 Airport Road - Suite 108
Kennesaw, GA 30144
Telephone: 770-425-8996
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Current Vendor - Pre-Packaged Food, Snacks and Health and Beauty Aids

Reference #3:

Name: Audrey Weinstein
Title: Accounts Receivable Specialist
Firm: A. Weinstein & Associates
Address: 1259A Rand Road
Des Plaines, IL 60016
Telephone: 847-297-8000
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Current Vendor - Pre-Packaged Snacks

Reference #4:

Name: Steven L. Picou
Title: Airport Director
Firm: Lafayette Regional Airport
Address: 200 Terminal Drive

EXHIBIT A
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Lafayette, LA 70508
Telephone: 337-266-4401
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Lease for an existing operation - Food and Beverage Concessions including Vending

SECTION IV - OTHER REQUIREMENTS

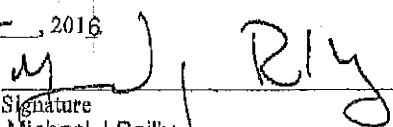
1. Please provide any additional information, services, features, or comments about your company or services which you feel the County should consider in the selection of a food and beverage operator.
2. Please confirm receipt of any and all addenda.
3. Each proposal must contain the following certification and signature block:

The undersigned agrees and understands that this proposal and all attachments and information submitted herewith constitutes merely a suggestion to negotiate with the County and is NOT A BID. Submission of this proposal, attachments and additional information shall not obligate or entitle the proposing entity to enter into an agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond nor is it legally bound in any manner whatsoever by the submission hereof. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its members, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Board.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves the right to waive any informalities, defects or irregularities in the proposals.

It is represented and warranted by those submitting this proposal that no member, officer or employee of the Board is directly or indirectly a party to or in any other manner financially interested in this proposal or any subsequent agreement that may be entered into.

Dated this 15 day of August, 2016



Signature
Michael J. Reilly

Printed Name
Oakwell's Commuter Rail LLC

Company/Partnership/Business Entity
President/CEO

Title



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Section 5
Menu/Marketing Plan

Section 6
Form Concession Agreement



This response to the request for proposal (RFP) for: "NON-EXCLUSIVE OPERATION OF FOOD AND BEVERAGE CONCESSION AT THE DESTIN-FORT WALTON BEACH AIRPORT (VPS)" is in accordance with the issued RFP and Oakwells has read and understands all sections and provisions within the published RFP.

PROPOSER:

Oakwells Commuter Rail LLC
PO Box 532034
Orlando, FL 32853-2034
404.373.4007

TYPE OF ENTITY:

Privately Held, Limited Liability Corporation

**THE STATE LAW UNDER WHICH
PROPOSER IS ORGANIZED:**

Florida

PRIMARY CONTACT:

Michael J. Reilly
President – Oakwells
1035 S. Semoran Blvd
Bldg 2 – Suite 1011
Orlando, FL 32792
Ph. 404.373.4007
Fax. 404-506-9456
mreilly@oakwells.com

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL



Oakwells cr llc
1035 S. Semoran Blvd
Building 2 – Suite 1011
Orlando, FL 32792

November 14, 2016

Board of County Commissioners
Okaloosa County Florida
Non-Exclusive Operation of Food and Beverage Concession
at the Destin-Fort Walton Beach Airport
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Honorable County Board of Commissioners:


We appreciate being considered for the Non-Exclusive Operation of Food and Beverage Concession at the Destin-Fort Walton Beach Airport. Our ability to operate highly productive, food and beverage venues, which are well received and appreciated by both airport authorities and the traveling public, is a matter of record.

We have the experience and know how to operate a multi concept operation within the airport environment. While each area will retain its individual identity and focus on its individual concepts, our team approach of cross training in all areas, will result in a new level of customer satisfaction, sales and revenue generation for the Destin-Fort Walton Beach Airport.

We hope you will find our response to the RFP to be unique and appealing. I am a hands on owner / operator that takes great pride in making each location a success not only for my company, but also for our airport partner and the community in which we serve.

Your consideration of our proposal is sincerely appreciated.

Regards



Michael J. Reilly
President - Oakwells

office 404.373.4007

www.oakwells.com

fax 404.506.9456

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Financial and Background Data

Financial Information

Oakwells intends to meet the proposed level of capital investment and working capital needs by using revolving loans of credit provided by Fairwinds Credit Union and Wells Fargo Bank along with cash on hand.

Financial Statement

<u>Ordinary Income/Expense</u>	<u>January 1 - December 31, 2016</u>
Income	
Display Allowance Income	25,210.02
Sales 2,415,083.22	3,660,395.37
Total Income	3,675,614.19
Cost of Goods Sold	
Cost of Goods Sold	1,824,020.86
Total COGS	1,824,020.86
Gross Profit	1,851,593.33
Expense	
Advertising	4,891.55
Automobile Expense	1,039.38
Badging	5,192.08
Bank Service Charges	1,200.00
Bid Proposal	1,500.00
Cash over/short	1,605.83
Communications	25,813.38
Computer and Internet Expenses	2,300.00
Depreciation Expense	76,813.88
Dues and Subscriptions	750.00
Education and Training	600.00
Equipment Rental	100.00
Gifts	1,880.49
Total	126,326.43
Insurance Expense	
Health Insurance	3,600.00
Insurance Expense - Other	31,334.75
Total Insurance Expense	34,934.75
Interest Expense	140.01
Licenses & Permits	10,493.41
Meals and Entertainment	5,665.41
Merchant Fees	90,016.96
Office Expense	3,730.19
Total	110,045.98
Payroll Expenses	
FICA	65,792.71
NY State Tax	245.41
Payroll Processing Fee	25,865.67
RI State Tax	1,909.53
Wages	885,845.48
Worker's Comp	13,181.87
Total Payroll Expenses	972,840.67
Postage and Shipping	4,175.41
Printing	6,537.04
Professional Fees	
Accounting	2,750.00
Legal Fees	2,227.00
Professional Fees -	1,297.00

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Financial Statement Cont.

Total Professional Fees	4,274.00
Property Taxes	8,005.92
Rent	290,174.19
Repairs & Maintenance	15,089.28
Shipping and Postage	2,085.00
Small Equipment	7,482.29
Subcontractor	380.00
Supplies	30,448.11
Travel Expense	108,284.84
Utilities	10,102.86
Total Expense	1,697,515.86
Net Ordinary Income	154,077.67
Other Income/Expense	
Other Expense	
Bad Debt	2,482.45
Donations	5,000.00
Total Other Expense	2,902.04
Net Other Income	-2,902.04
Net Income	146,585.22

Experience of the Proposer

By selecting Oakwells as your Food, Beverage and Retail Partner, you are gaining a company with experience in all facets of operating Food, Beverage and Retail Concessions within an airport. In addition, we have experience in Newsstands, Gift Shops, and Specialty Retail.

Our experience was gained from working for International Airport Retailer, WH Smith and through owning and operating our company for the past 12 years. We built this company organically, opening one store at a time. We have personally handled every aspect of operations, starting with an opening store checklist and finishing with and opening a fully fixtured and merchandised store with myself ringing sales behind the counter.

Our Company has come a long way in 12 years, we have expanded and grown not only in store count and number of team members in my employment, we have also grown from a typical news and gift operation to expanding and operating a wider range of retail and Food and Beverage Concepts. We are proud to have a license agreement with "Starbucks" and "Caribou Coffee" operating full coffee shops and grab and go locations along with operating full scale restaurants and bars in five of our airport locations.

We will always remember our roots of how we started our business, however we keep focused on the customer experience and what we need to do to meet the needs of today's traveler. By selecting Oakwells as your Food, Beverage and Retail Concessionaire, you will gain a team of dedicated associates that truly do whatever it takes to set the standard of what other companies aspire to be.

We have multi "store within a store" operations. We have traditional "news & gift" operations where travelers are able to purchase necessities, a memento from their trip or perhaps just a unique item that catches their eye. We operate coffee shops where we offer the full Caribou Coffee or Starbucks line, along with a quick pastry or snack to bring on the plane. For those travelers with a little more time, we have full restaurants/bars in our airport locations serving breakfast items, sandwiches, burgers and more. Full bars feature a range of Beer (locally crafted and national brands), wines and spirits.

Our current store listing has been provided along with each location's Annual Gross Revenue, Opening Dates and a Description of services at each location.

Oakwells Commuter Rail has not had any Concession Agreements or Leases Terminated within the past five years.

Oakwells or Organizational Chart

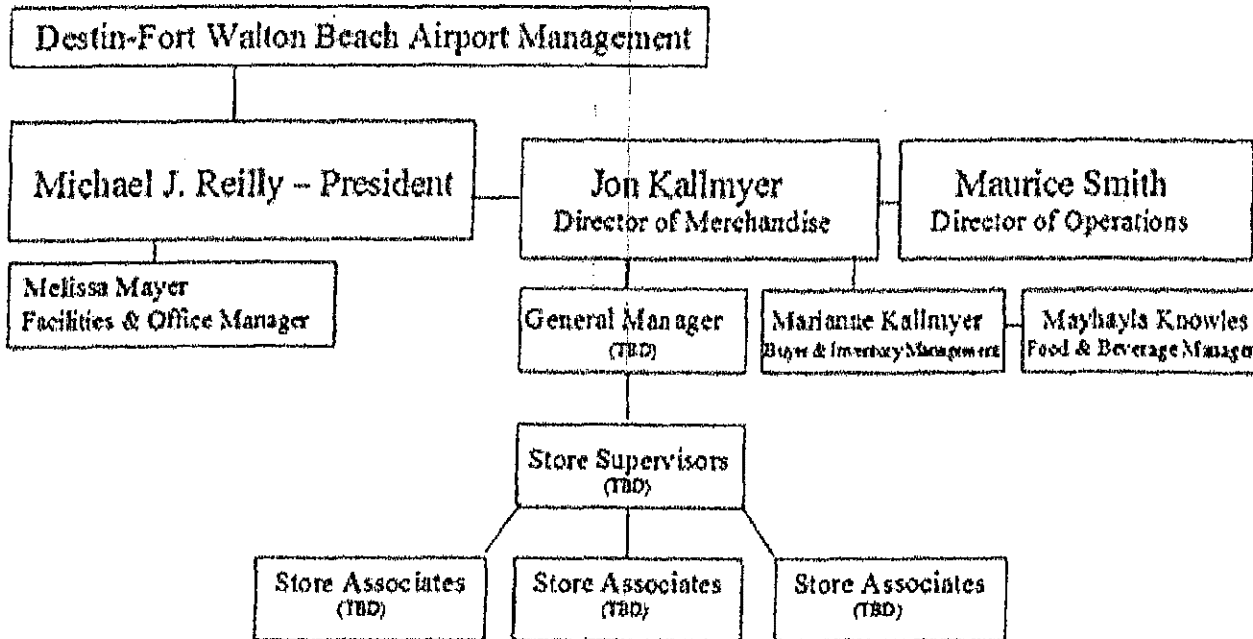


EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Proposer's Prior Experience - Current Store Locations

Red River Valley Grill and Market
c/o The Grand Forks International Airport
Grand Forks, ND 58203
Average Annual Gross Sales - \$800,000.00
August 2011 - Present
Airside Full Service Restaurant/Bar & Vending

Oakwells News and Gift Shop #149
c/o The Marriott Providence
Providence, RI 02904
Average Annual Gross Sales - \$380,000.00
July 2005 - Present
"We Proudly Brew" Starbucks Café/Gift Shop

Arrowhead Tap House #145AS
La Crosse Municipal Airport
La Crosse, WI 54603
Average Annual Gross Sales - \$275,000.00
July 2013 - Present
Airside Full Service Restaurant/Bar & Vending

Oakwells Providence Newsstand #150
c/o The Amtrak Train Station
Providence, RI 02903
Average Annual Gross Sales - \$425,000.00
January 2004 - Present
Amtrak News and Gift Store

Arrowhead Tap House #144AS
c/o The Duluth Int'l Airport
Duluth, MN 55811
Average Annual Gross Sales - \$700,000.00
February 2014 - Present
Airside (Secured) Restaurant/Bar

Acadiana Tap House #140AS
Lafayette Regional Airport
Lafayette, LA 70508
Estimated Annual Gross Sales - \$250,000.00
August 2015 - Present
Airside (Secured) Grab 'n Go

Trestle Tap House #141AS
Minot International Airport
Minot, ND 58703
Estimated Annual Gross Sales - \$1,000,000.00
February 2016 - Present
Airside Full Service Restaurant/Bar

Arrowhead Tap House #143
Williston Basin International Airport
Williston, ND 58801
Estimated Annual Gross Sales - \$500,000.00
Opening 2017
Airside Full Service Restaurant/Bar & Vending

Red River Valley Grill and Market
c/o The Grand Forks International Airport
Grand Forks, ND 58203
Average Annual Gross Sales - \$125,000.00
August 2011 - Present
Landside Full Service Restaurant/Bar

Oakwells News and Gift #146
c/o The Desmond Hotel
Albany, NY 12211
Average Annual Gross Sales - 200,000.00
March 2011 - Present
Hotel Lobby Gift Shop

Arrowhead Tap House #145LS
La Crosse Municipal Airport
La Crosse, WI 54603
Average Annual Gross Sales - \$100,000.00
July 2013 - Present
Landside Full Service Restaurant

Oakwells Hospital Gift Shop #142
c/o The Bassett Medical Center
Cooperstown, NY 13326
Average Annual Gross Sales - \$200,000.00
May 2014 - Present
Hospital Gift Shop

Arrowhead Tap House #144LS
c/o The Duluth Int'l Airport
Duluth, MN 55811
Average Annual Gross Sales - \$95,000.00
February 2014 - Present
Kiosk Landside Restaurant

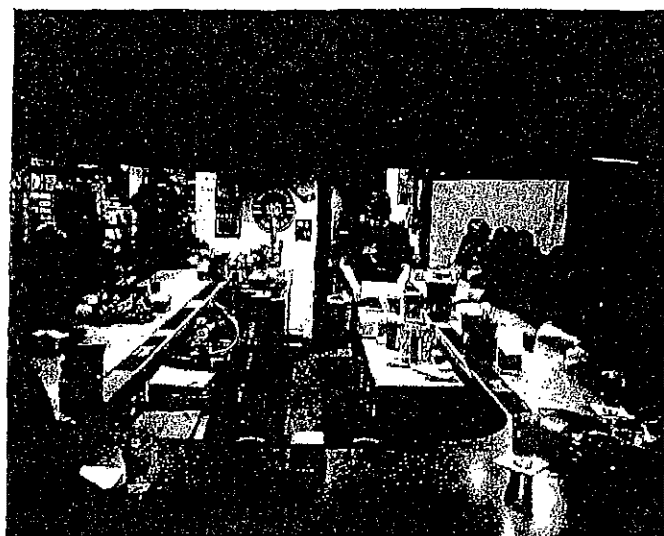
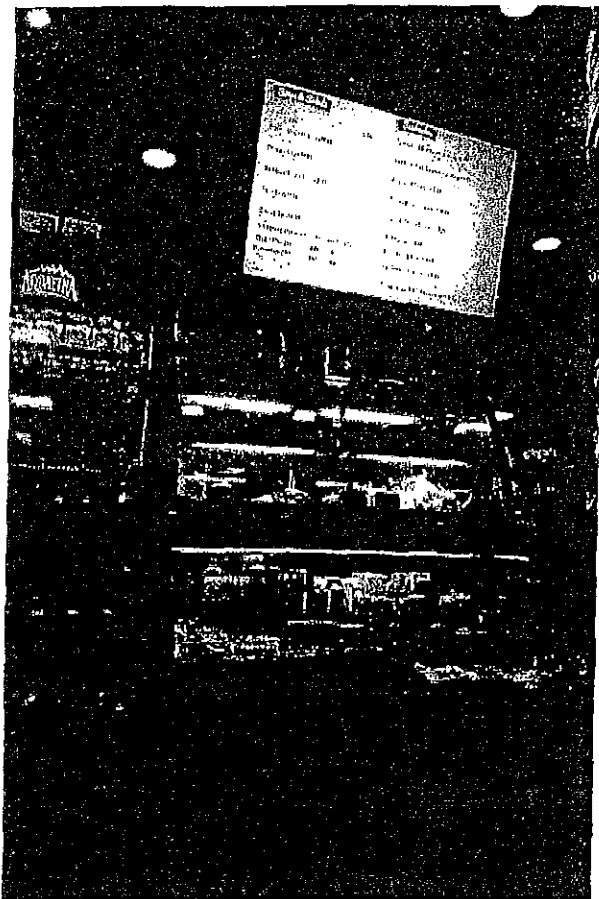
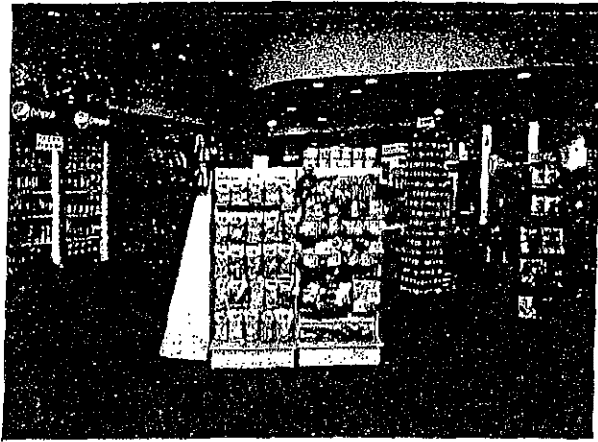
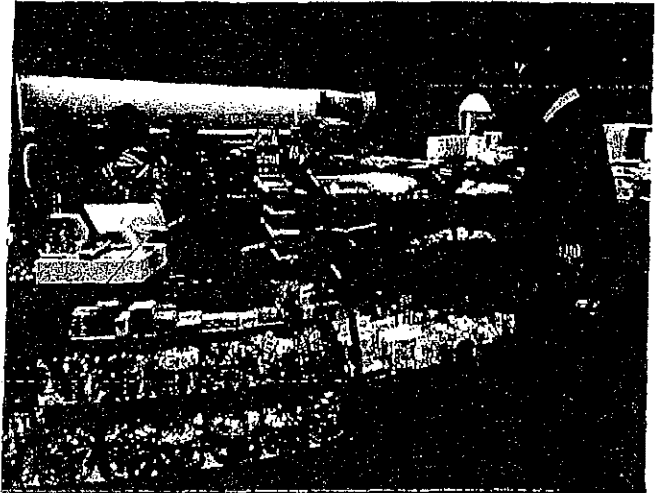
Acadiana Tap House #140LS
Lafayette Regional Airport
Lafayette, LA 70508
Estimated Annual Gross Sales - \$500,000.00
August 2015 - Present
Landside Full Service Restaurant/Bar & Vending

Trestle Tap House #141LS
Minot International Airport
Minot, ND 58703
Estimated Annual Gross Sales - \$100,000.00
February 2016 - Present
Landside Café

Arrowhead Tap House #143
Williston Basin International Airport
Williston, ND 58801
Estimated Annual Gross Sales - \$100,000.00
Opening 2017
Landside Full Service Restaurant/Bar

Photos of Current Locations

- Grand Forks ND
- La Crosse WI



MICHAEL J. REILLY

PO BOX 532034
ORLANDO, FL 32853

OAKWELLS cr llc - Atlanta, GA

(2004-Present)

PRESIDENT/MAJOR SHAREHOLDER - Raised start-up capital from private sources to champion a successful travel retail operation from ground zero. Direct multiple store locations in the Eastern region, producing \$1M+ revenue in less than one year. Perform all business development and executive leadership duties.

- Operations Management:**
- Profitably manage all financial obligations closely controlling P&L and balance sheet.
 - Comprehensively direct all operations, including inventory/asset management, new product selection, purchasing, vendor/pricing negotiations, and loss prevention.
 - Strategically manage visual merchandising, product mix, space planning, and store layout.
 - Build positive relationships with landlord and staff; managing all HR/personnel functions.
 - Handle corporate governance and technology including permitting/licensing and POS systems.

- Entrepreneurial/ Real estate:**
- Negotiated acquisition of 2 rail terminal newsstand stores from WH Smith at Amtrak stations, assuming accountability for \$225K+ inventory and assets along with 7 employees.
 - Secured contract with a 400-room Atlanta hotel and opened new store from ground zero.
 - Currently launching an e-commerce travel stand (www.oakwells.com) with online ordering and in-store pickup to improve service levels and co-brand with facility to build traveler loyalty.
 - Drive portfolio expansion through market research, opportunity analysis, and site evaluation.

WH SMITH USA TRAVEL RETAIL - Atlanta, GA

(2000-2004)

DIRECTOR OF REAL ESTATE - Reported directly to COO of USA operation, managing \$100M portfolio of 270 stores. Analyzed performance of mixed portfolio to maximize shareholder value. Negotiated leases and worked closely with national operations management team, consisting of 2 Regional Vice Presidents and 12 District Managers. Reported performance results to international Group Chairman of \$650M equivalent parent company.

- Change Management:**
- Key executive instrumental in successfully turning around dramatic financial losses and positioning company for profitable \$80M divestiture.
 - Lead strategist in identifying and managing work-out strategy for stores located in under-performing markets and throughout multiple store outlets.
 - Consolidated operations management plans, realigning districts and regions, identifying top Performers, and redeploying management team to new territories.
 - Oversaw the design, space planning, and construction teams during new store development; remodeled units and stylized stores to blend seamlessly with diverse real estate properties
 - Ensured product mix alignment with facilities demographics, working closely with a 6-member buying team to manage the influence the purchasing of thousands of SKU's.

MANAGER OF DEVELOPMENT - Key role in driving rapid business development and strategic prospecting across niche markets to generate new revenue opportunities. Accountable for brand expansion including site selector, lease negotiations, design/construction, and store opening from ground zero. Coordinated cross-functional teams in managing project roll-out and completion. Instrumental in securing municipal approval for site development and restructuring. Continuously exceeded targets and profitability goals with strict cost-control/quality assurance.

- Reengineering Management:**
- Led the reorganization of US corporation in post-911 climate; served as project manager to create best practices related to maximizing profitability despite rapidly declining revenue base.
 - Retained as only Manager of Development to manage turn-around, directing 12 Senior Managers.
 - Optimize performance of 270 stores by reducing operating expenses and controlling labor costs.

- Impact/ Results:**
- Successfully opened Canadian market, forging strategic alliance with largest hotel operator in Canada; also targeted local companies for acquisition; managed due diligence and negotiations.
 - Revamped company presence throughout the U.S.; developed and opened key locations including New York's Penn Station (highest traffic station nationwide) within record-breaking timelines.
 - Initiated high-impact business plans targeting untapped niche markets and created new channels including Amtrak; also leveraged relationships with major airports for continued growth/expansion.
 - Key contributor in increasing revenues through effective strategy/implementation.

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Proposed Facility Utilization/Concept

Based on our experience at our other airport locations we have experience in meeting the needs of both post and pre security passengers, visitors and staff. The customers' needs are met by incorporating the same level of service and product mix for multiple locations within the Airport. Both locations will receive the same product mix as well as the same outstanding customer service. Our product mix has proven to be successful in meeting both the professional traveler as well as the casual traveler.

Digital Menu Boards: We will be installing Digital Menu Boards in the proposed facility. This system offers excellent options to highlight menus, menu items in specific day parts and beverages. Will be able to showcase meal promotions for specials and offers the capabilities of offering current weather, news or tourist information for Destin-Fort Walton Beach, FL and greater region.

Proposed Signage:

Below are examples of our current signage. Final signage will be designed specifically for this location once awarded the bid. Final signage will be agreed on with the Airport and will not be installed until all approvals are received from the Destin-Fort Walton Beach Airport Authority.



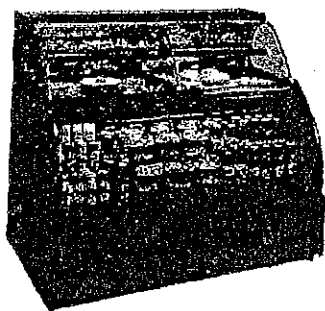
Table Tents



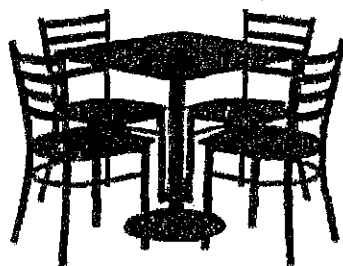
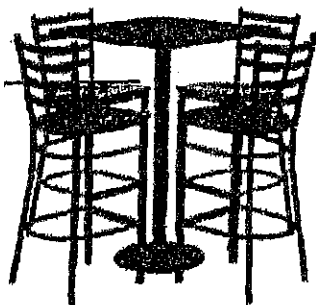
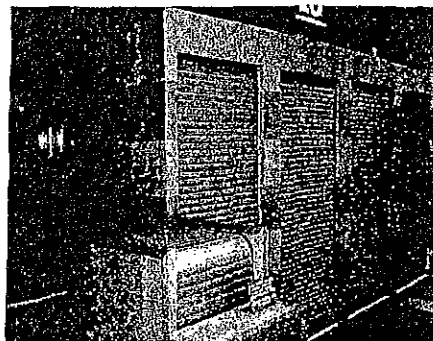
WE LOVE COFFEE TOO,
THAT'S WHY WE PROUDLY BREW



Proposed Fixtures/Displays: Examples Only - Subject to Change



Examples for Kiosk Area



Renderings

Due to the quick turnaround for response, renderings are not available. If awarded the contract professional renderings will be submitted for approval by the Destin-Fort Walton Beach Airport Authority.

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Capital Investment

Proposed dollar amount of capital to be expended for the concept development – Equipment Listing (All estimated - final amount may be slightly higher or lower)

Commercial hood system installed with fire suppression - \$15,000	Flat Top Grill \$2,500.00
Convection Oven \$3,500.00	Two deep fryers - \$3,000.00
Stainless Table for Flat Top Grill \$1,200.00	Toaster \$500.00
Kitchen Small Wares \$3,500.00	Rackling \$2,000.00
Multiple Stainless Tables - \$3,000.00	Sandwich prep table - \$3,500.00
Upright commercial refrigerators - \$2,500.00	Upright Commercial Freezers - \$2,800.00
Two dual zone Grab n Go coolers - \$10,000.00	Walk in Freezer - \$4,000.00
Walk in Cooler - \$4,000.00	Espresso Machines (2) - \$3,000.00
TV and equipment for Digital Menu Boards - \$3,000.00	Bar Small Wares - \$2,000.00
Under Bar Coolers (2)- \$5,000.00	Keggerater (2) \$2,500.00
Ice Machine - \$3,500.00	Dishwasher if needed - \$2,500.00

Total \$85,000.00 - \$87,500.00 for Kitchen Equipment

Vendor Provided Equipment

3 double door coolers - \$7,500.00	Fountain Gun and Ice Bin x2 - \$2,500.00
Vending Machines - \$7,500.00 per machine x number of machines needed	Liquor / Bar Supplier misc items - \$1,500.00

Total provided by Vendor \$13,000 - \$20,000.00 (final # will depend on how many vending machines are needed)

Fixtures

Gondola (for display alrside kiosk) - \$3,500.00	Counter Alrside Kiosk - \$1,200.00
Restaurant Guest Pager system (to notify customers when food is ready) \$1,000.00	Point of Sale (x4) - \$3,000.00
Tables, Chairs and Bar Stools - \$25,000.00 (final # determined once we have a floor plan and space allocation)	

Total fixtures - \$38,700.00

Architectural renderings \$5,000.00

Operations/Management Plan

Operations:

Food and Beverage Concession:

We will have multi "store within a store" operations taking place. We are experienced, successful operators within this environment and concept. We will operate a "coffee shop", where we will offer a full range of Caribou brand drip coffee, specialty coffee drinks and teas, along with a quick pastry or snack to bring on the plane. For those travelers with a little more time, we will have a full restaurant available serving breakfast items, sandwiches, burgers and more. This will be operated in "quick style" service, where the order is placed at the counter and they will be given a pager that will go off when their order is ready for pick up. Lastly, we will offer a full bar, this will be a comfortable spot to relax and watch a game, have a drink and bite to eat while waiting for your flight. We will feature a range of Beer (locally crafted and national brands), wines and spirits.

Kiosk Location:

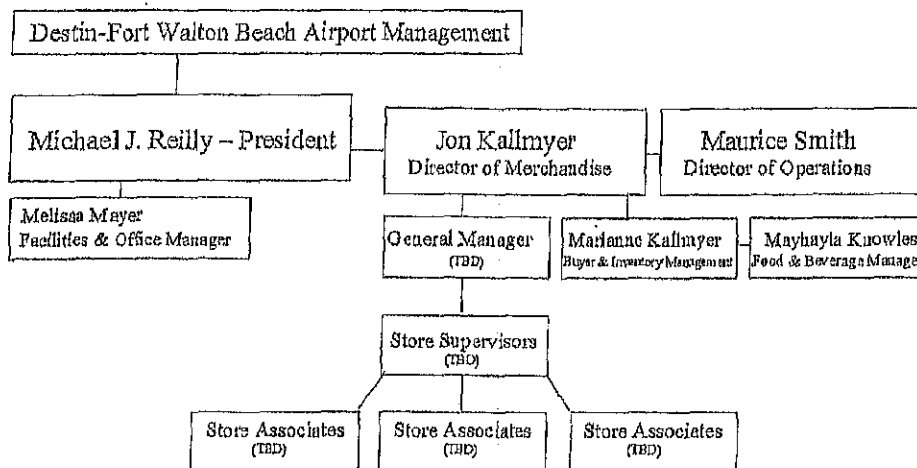
We plan on installing (with airport approval) kiosk units that can house a range of merchandise. We plan on offering grab n go food products, fresh pastry items, drip coffee and hot tea. Our product offering is tailored to meet the needs of the traveler, with our core offering remaining consistent in all locations. Health and Beauty Items will be offered and are nationally advertised brands.

Vending:

We will offer a full range of vending options of bottled beverages, snacks and health and beauty items to meet the needs of the traveling public.

Staffing Plan:

Oakwells or Organizational Chart



Owner – Michael Reilly

Director of Operations – Maurice Smith

Food & Beverage Concession Manager - TBD

An airport food & beverage concession manager will be hired to oversee all daily operations. This individual will set the weekly employee schedule, allocate our staff resources to our locations so that we have proper coverage in all day parts to meet customer demand and ensure that our standards of service are being met. This individual will also need to cover hours / shifts as part of his / her weekly responsibilities and ensure that all shifts are covered should an associate call out for a scheduled shift. In addition, this individual will be an Oakwells representative at the airport tenant meetings and is authorized to make decisions on Oakwells behalf in the absence of the owner.

Food & Beverage Concession Supervisors - TBD

A minimum of two (2) concession supervisors will be hired to assist the concession F&B manager in all aspects of the operations. In the absence of the concession F&B manager, one of these individuals will be "Manager on Duty" or MOD and will be the primary point of contact for all associates and airport management should the need arise.

Store Associates/Team Members - TBD

We will be hiring for team members for all areas of the operations, these individuals will be cross-trained and able to work all areas of the operation should the need arise. We are currently forecasting hiring combinations of full and part time individuals that can work all day parts and all areas of the operations.

Labor – Management and Non-Management

Finding the right employees for our business is critical maintaining quality and productivity. Hiring the right employees saves our business money and reduces turnover. We most often place a traditional ad in a newspaper, attend Job Fairs and post online ads.

The pay rates will be within industry standard for the area and will be evaluated on an annual basis. Recruiting will begin 6-8 weeks prior to opening. Management staff will be sent to our facility in Grand Forks to begin training once hired.

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Hours of Operation

Oakwells Commuter Rail LLC agrees to maintain continual restaurant, bar and kiosk operations at the Facilities during the days and hours necessary to accommodate the needs of the traveling public at Destin-Fort Walton Beach Airport.

Delayed Flights or Flight Anomalies

In addition, we have experience operating in airports that are a designated diversion airport for irregular operations and understand the importance of remaining open or being "called back" to open should a plane be diverted after standard operating hours.

In addition, we will provide all contact information of our on-site team to the Airport Authority so that should it be necessary to be "called back" the Airport Authority or its designees will be able to contact appropriate individuals at any hour.

Owner Commitment

Oakwells Commuter Rail LLC commits to have the Owner/the Director of Operations on-site for the full duration of the set up and opening. Once opened the Owner/Director of Operations will be on-site visiting the store a minimum of once a month for a duration of 2-5 days each visit.

Customer Service Philosophy/Programs

While it is the objective of Oakwells Commuter Rail to provide a first class, friendly and professional service to everyone whom we have dealings with, we recognize that despite our very best efforts to give 100% satisfaction, we may give cause for customer complaints and customer dissatisfaction from time to time during the course of our business.

We value our Customers and we guarantee our prompt and courteous attention at all times. For this reason, therefore, we place great emphasis on the full, timely and fair operation of our Customer Complaint Policy and our Customer Complaint Procedure.

Customer Service and Training

Oakwells takes extraordinary care to make certain that we employ and train the best possible management and sales people. We have identified the skills and competencies required to be successful in each of the jobs we offer and have built our training program around these requirements.

Steps to Outstanding Customer Service

DO:

- ⇒ Welcome customers within 15 seconds of their arrival – Make eye contact.
- ⇒ Give customers a friendly SMILE
- ⇒ Ask questions & listen to them. Get to know them & their needs
- ⇒ Share your knowledge, answer their entire question, including giving them directions, you are the expert!
- ⇒ Watch & understand their body language... Are they in a hurry? Browsing?
- ⇒ Know our products and where to find them
- ⇒ Ask them if they found everything they needed
- ⇒ If customers frequently ask for items we do not carry, notify your supervisor.
- ⇒ Keep the store merchandised neatly and the store clean.
- ⇒ Say Thank You!

Don't:

- ⇒ Don't ignore the customers
- ⇒ Don't look down
- ⇒ Don't be afraid to welcome a rushed, grumpy traveler and do something to make their day
- ⇒ Don't focus on tasks more than you focus on the customer
- ⇒ Don't let the customer leave without knowing you appreciate his/her business.
- ⇒ Don't forget smiles are a free gift with each purchase

Dress Code - All Sales Associates/Supervisors

POLICY – It is all Team Members responsibility to follow the dress standards noted below. We will advise you if your attire is not in compliance and will send you home to change. You will not be paid for the time you are away from work. Those who persist in reporting to work in inappropriate attire will be subject to disciplinary action up to and including dismissal.

Polo Shirt – Navy Blue or Black (Color may vary based on Location)
Black Pants/Skirts
Black Non-Skid Shoes
Apron
Appropriate undergarments
Name Tag
Airport Issued Badge
Clothing should be cleaned and pressed daily – No holes, rips or stains



Cash Control

Oakwells is currently using the Clover POS System. We can easily access reporting to track sales and customer data to gain insights on buying preferences. The Clover POS system also accepts the widest variety of payments in the industry, giving our customers more ways to do business with us – from debit to credit, gift cards to contactless payments like Apple Pay™. And Clover also takes Chip Card payments, so we are ready for the latest in payment and security technology.

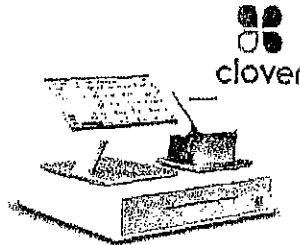


EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Example Gross Receipts Reports

The reports can be broken down by several different categories:

- Sales Figures
- Sales per hour/Day
- Departments
- Demographic Profiles
- Best to Worst Selling Items
- Average Sales Receipt

We are also able to monitor groups and events, which allows us to create demographic profiles. These profiles are used to develop a marketing strategy and marketing plan for future groups and events.

Below is an example of the Gross Revenue Report sent out monthly. Report options and details will be customized to include all information needed at proposed location

<u>Department</u>	Year 2016	Year 2015	Year over Year	% Difference
Prepared Foods and non-alcoholic beverages	\$35,000.00	\$30,000.00	\$ 5,000.00	14.3%
Alcoholic beverages	\$15,000.00	\$10,000.00	\$ 5,000.00	33.3%
Merchandise and pre-packaged food and beverages	\$25,000.00	\$20,000.00	\$ 5,000.00	20.0%
Total before Vending	\$75,000.00	\$60,000.00	\$ 15,000.00	20.0%
Vending machine	\$ 600.00	\$ 450.00	\$ 150.00	25.0%
Total Sales for August	\$75,600.00	\$60,450.00	\$ 15,150.00	20.0%
Number of Transactions / Customer Count	5000	4500		
- Number of Airport Employee Meals Purchased	85	80		
- Number of Additional Airport Employee Discounts	200	175		
Average Dollars per Transaction	\$15.00	\$13.33		
Total Rent Due for August 2016	\$8,000.00	\$6,500.00		18.80%

Sanitation & Cleaning

Customers often judge your food based on the cleanliness of your establishment. If they see an eating area or an open kitchen that is visibly dirty, they are likely to be wary of the food they are being served.

Cleaning refers to removing the visible dirt and food residues from dining tables, prep areas and food service equipment. This is a fairly easy task to explain to employees because it involves something they can see or feel.

Sanitizing is the process of removing or reducing the number of pathogenic microorganisms on a clean surface (i.e. prep area, equipment, etc.) to safe levels. This task is critical to help prevent the spread of disease-causing germs from surface to surface and food to food.

Each of our foodservice operations are different. Floor plans vary, but the concept is the same. Workstations may have specialized equipment such as Espresso Machines, Slicing and Carving Stations etc. Cleaning procedures may also differ, but all of our foodservice establishments have a comprehensive cleaning and sanitation program.

Facilities Maintenance Plan

The goal of any maintenance plan must be to keep all furniture, fixtures and equipment functioning properly and to keep the store looking virtually new. The significant portion of this task is related to routine cleaning and maintenance. Routine maintenance and cleaning will be accomplished according to the following schedule.

Task Frequency Cosmetic Details (paint, laminate, wood, wallpaper & Glass) - Daily

Check Lighting, Check Store Equipment, Clean All Windows and Dust all Horizontal Surfaces - Daily

Vacuum Carpet / Sweep & Mop Floors - Daily

Clean Painted, Laminated, Wallpapered & Wood Surfaces - Monthly

Service Fire Extinguishers - Quarterly

HVAC, Electrical etc... - Bi-Annual

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Transition Plan

Proposed Name

Emerald Coast Tap House



Time Line from Contract Award to Opening for Business

Monday, June 22nd – RFP DUE – Lafayette Regional Airport

Week of June 22nd to June 26th – Initial review of proposals

Week of June 29th – July 3rd – continued review and possible questions to proposers

Week of July 6th – July 10th – anticipated Airport Board Action / Contract Award.

Week of July 13th – 17th

If Oakwells is the selected operator, we will plan to be on-site for meetings, secure transition space and make application for all local and state business permits necessary to operate.

Place ads for concession manager and associates.

Week of July 20 – 24th

Estimated signing of we will plan final concession contract fully executed.

Meet with vendors, potential associates and concession manager.

Initial orders placed for News / Gift Portion of retail operation.

Apply for Lafayette Regional Airport SIDA badge

Week of July 27th to 31st

Initiate phone and internet lines.

Meet with local food and beverage vendors for final account set up.

Meet with local distributor of books and magazines to set up delivery.

Follow up on status of all local and state business permits.

Hire Concession manager and associates.

New manager to apply for SIDA badge at Lafayette Regional Airport and go to Duluth, MN to train in our operations.

Week of August 3rd to 7th

New hire's begin training on our POS system and have necessary individuals apply for Lafayette Regional Airport SIDA badge.

Continue hiring for position.

Begin receiving inventory and pricing.

Work with existing operator to ensure a smooth transition.

If possible, secure the 355 square feet and begin setting store with retail merchandise.

Friday, August 7th

Begin deep cleaning of concession space as each section of the concession closes.

Paint / Freshen up the existing space.

Merchandise Airside kiosk after last departing flight.

Merchandise and place equipment landside for opening on Saturday, August 8th

Saturday, August 8th & Sunday, August 9th

Soft Opening

Open Airside Kiosk for first flights:

Offer Coffee, pre-packaged food / snacks and bottled beverages.

Open Landside 355 square feet – News & Gifts

Offer pre-packaged food / snacks, bottled beverages gifts & souvenirs

Open Restaurant / Bar

Offer pre-packaged food / bottled beverages, / pre-packaged snacks / Coffee

Offer Soups / Chili

Week of August 10th

Receive final approvals of all permits / license and health inspection. Once all approvals in place, we will gradually work in full menu and full bar offerings.

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Menu/Marketing Plan

Our Menus that are part of our response, are not in their final format. If awarded the Non-Exclusive Operation of Food and Beverage Concession, our Menus will be professionally laid out and printed.

All of our Menu Items (Excluding Alcohol) will be available "To Go"

Examples of Proposed Menus

Early Departures Menu
Served Daily until 11:00am

Omelets

Prepared with three fresh egg, served with tater tots and choice of wheat, white, or multi-grain toast

Cheese Omelet 9.95

Add Ham, Bacon or Sausage - **10.75**

Additional Toppings: Onions, Mushrooms, Green Peppers, Tomatoes, Jalapenos and Black Olives **1.00 extra**

Vegetarian Omelet 10.50

Tomato, green pepper, onion, mushroom and cheese

Western Omelet 10.95

Ham, Tomato, green pepper, onion, mushroom and cheese

Rise And Shine

Add tater tots to any meal for only **2.99**

Egg Sandwich 4.99

Egg on your choice of Toast, Bagel or English muffin

Egg and Cheese Sandwich 5.99

Egg, American cheese and your choice of Toast, Bagel or English muffin

Add Ham, bacon or sausage patty **6.75**

Breakfast Wrap 6.95

Egg, American cheese and your choice of ham, bacon or sausage inside a tortilla wrap

Breakfast Croissant 7.80

Egg, onions, peppers, ham and American cheese

House Breakfast Special 11.50

Two Pancakes with Two Eggs and your choice of ham, bacon, or sausage patty

House Big Breakfast 11.95

Stack of Pancakes (3) with Two Eggs and your choice of ham, bacon, or sausage patty with Toast

Stack of (3) Pancakes 8.95

Served with syrup

Breakfast Sides

Ham **4.00**

Sausage Patty **4.00**

Bacon **4.00**

Orange **1.50**

Toasted Bagel w/cream cheese or butter **3.95**

Tater Tots **3.95**

English muffin **2.99**

One Egg **2.35**

Banana **1.50**

Toast **2.99**

Cinnamon Rolls **3.95**

Two Egg **3.29**

Apple **1.50**

Muffin **3.49**

Scones **3.49**

One Pancake **3.99**

Beverage Cart -- Caribou Coffee Tea and Espresso

Fresh Brewed Coffee	2.40	2.55	2.75	Iced Coffee	2.75	3.25	3.75
Decaf	2.40	2.55	2.75	Iced Coffee with Milk	2.85	3.35	3.85
Café Americano	3.25	3.95	4.45	Iced Latte	4.10	4.60	5.10
Café Mocha	3.85	4.55	5.05	Iced Mocha	4.05	4.55	5.05
Café Latte	3.15	3.85	4.35	Iced White Chocolate Mocha	4.05	4.55	5.05
Vanilla or Caramel Latte	3.75	4.45	4.95	Iced Caramel Macchiato	4.40	5.10	5.60
Cappuccino	3.75	4.45	4.95	Iced Chai Latte	3.40	3.90	4.40
Caramel Macchiato	4.05	4.75	5.25	Add Extra Espresso Shot			1.15
White Choc Mocha	4.15	4.85	5.35	Add Soy or Almond Milk			0.95
Hot Tea	2.55	2.80	2.95	Flavor Shot			1.05
Chai Latte	3.45	3.95	4.95	Add Carmel or Chocolate			0.95
Hot Chocolate	3.85	4.35	4.85				
Espresso	Single	2.85					
	Double	3.00					

WE LOVE COFFEE TOO,
THAT'S WHY WE PROUDLY BREW



EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Midday and Evening Departures Menu
Served Daily from 11am until Close

Classics

Chicken Strips 9.65 (without fries 9.15)

Four strips of breaded chicken served with fries and your choice of BBQ, ranch, honey mustard or buffalo sauce

Chicken Quesadilla 9.75

Beer Marinated Chicken, mixed peppers, onions and shredded cheese inside a grilled tortilla served with salsa, sour cream and tortilla chips

Nachos Grande with taco meat 9.99 with beer marinated chicken 11.99

Tortilla chips smothered in nacho cheese, green peppers, onions, jalapeños, and black olives

Beer Battered Fish Sandwich 10.95

Crispy breaded white fish on a hoagie roll with lettuce, tomato, cheese and a side of tartar sauce served with fries or soup (Enjoy a cup of chili or gumbo for .50 extra)

Chicken Sandwich Grilled or Crispy 9.99

Choice between beer marinated grilled or crispy chicken breast with lettuce and tomato in between a toasted bun and served with fries or soup (Enjoy a cup of chili or gumbo for .50 extra)

BBQ Pulled Pork Sandwich 9.50

Slow roasted pulled pork on a toasted bun served with fries or soup

Salads

Choice of Ranch, Italian, Thousand Island, Blue Cheese, Balsamic Vinaigrette

Traditional Chef Salad 11.50

Crisp romaine with ham, turkey, tomatoes, cucumber, red onions, cheese and a boiled egg

Grilled or Crispy Chicken Salad 11.50

Grilled beer marinated chicken breast or fried chicken tenders with crisp romaine, tomato, cucumber, cheese and croutons

House Salad 7.75

Crisp romaine, tomato, black olives, red onions, green peppers layered under shredded cheese and croutons

Taco Salad 10.99

Served in a taco shell with shredded romaine, tomato, cheese, black olives and seasoned taco meat with a side of salsa and sour cream

Caesar Salad 9.99

Romaine lettuce, topped with grated parmesan cheese, croutons and Caesar dressing

Add grilled beer marinated chicken 11.99

Soups

Soup of the Day Cup 3.55 Bowl 4.55

Homemade Chili Cup 4.25 Bowl 5.45

Starters

Nachos and Cheese 5.00

French Fries Regular 3.25 Large 4.25

Hot Dog 6.25 with chili 6.95

Burgers

100% freshly ground beef served with Fries

Hamburger Deluxe 9.05

A juicy quarter pound burger topped with lettuce, tomato, red onion and pickle slices served on a toasted hamburger bun

Cheeseburger Deluxe 9.25

A juicy quarter pound burger topped with American cheese, lettuce, tomato, red onion and pickle slices served on a toasted hamburger bun

Bacon Cheeseburger Deluxe 9.99

A juicy quarter pound burger topped with American cheese, crisp bacon, lettuce, tomato, red onion and pickle slices served on a toasted hamburger bun

Philly Burger Deluxe 9.99

A juicy quarter pound burger topped with grilled onions, sautéed mushrooms & peppers under melted Swiss cheese with lettuce, tomato, red onion and pickle slices served on a toasted hamburger bun

Swiss and Mushroom Deluxe 9.99

A juicy quarter pound burger topped with sautéed mushrooms under melted Swiss cheese with lettuce, tomato, red onion and pickle slices served on a toasted hamburger bun

Sandwiches

Sandwiches served with potato chips, pickle spear and mayo or mustard

Turkey Club Sandwich or Wrap 11.00

Turkey, bacon, Swiss cheese, lettuce and tomato on your choice of wheat, white, multi-grain or a wrap

House Club Sandwich or Wrap 11.50

Turkey, ham, bacon, Swiss cheese, lettuce and tomato on your choice of wheat, white, multi-grain or a wrap

Egg Salad Sandwich 8.95

Homemade egg salad, lettuce and tomato on your choice of wheat, white or multi-grain

Turkey & Swiss Sandwich 8.95

Grilled or cold turkey with lettuce and tomato

Ham & Cheese Sandwich 8.95

Grilled or cold ham with lettuce and tomato

BLT Sandwich 8.95

Bacon, lettuce and tomato on your choice of wheat, white, multi-grain bread

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

Roast Beef Sandwich 9.25

Sliced roast beef, lettuce, tomato on whole wheat or white, multi-grain bread

Half Sandwich with Soup 8.99

Choice of ham & cheese, turkey & Swiss, egg salad, or BLT halved, with a bowl of soup

Grilled Cheese 7.95 (enjoy with soup or fries for 8.95)

Two pieces of whole wheat or white bread grilled to perfection with a blend of the three cheeses

Oakwells offers "Employee Specials" - These meals are exclusive to the Employees, Tenants and Airline Employees. The Employee Specials are established the first of each month and consist of items off of the regular Menu inclusive of a fountain drink at a discounted price of \$8.55. In addition, we will offer seasonal items and take input from Airport Employee's to establish additional employee specials. We will request access to an "Airport Employee / Tenant" email distribution list if available, to send out the monthly Employee Specials Menu.

Example Employee Specials Monthly Menu

AIRPORT EMPLOYEE SPECIALS - AUGUST 2016

(SERVING TIME 11AM - CLOSE)

Philly Burger Deluxe - \$8.55

A juicy quarter pound burger topped with American cheese, lettuce, tomato, red onion, and pickle slices on a toasted hamburger bun. Served with Fries.

Turkey CRN Sandwich with Chips and Pickle Spear - \$8.55

Turkey, bacon, Swiss cheese, lettuce and tomato served on your choice of wheat, white or multi-grain with chips and pickle spear.

Grilled Chicken Sandwich - \$8.55

Beer marinated grilled chicken breast with lettuce and tomato in between a toasted bun and served with fries.

Taco Salad - 8.55

Served in a taco shell with shredded romaine, tomato, cheese, black olives and seasoned taco beef with a side of salsa and sour cream.

Grilled Chicken Caesar Salad - 8.55

Romaine lettuce, topped with beer marinated grilled chicken breast, grated parmesan cheese, croutons and Caesar dressing.

All Employee Specials include a 16oz Fountain Drink (Bottled Drinks cannot be substituted)

NO Additional Discounts will be given.

**Call Order In - 701-852-1210

Retail Products

At Oakwells, our pricing strategy is based on street pricing. We monitor prices by competitively shopping within the city at least twice a year, to ensure that our prices are within the average price.

It is critical to the success of airport retailing that airports overcome the perception of price gouging. At Oakwells CR LLC prices are clearly marked on candy bins, as a way of publicizing the pricing policy to customers. We feel it is very important to keep prices of key items at a price the consumer recognizes as the 'normal' price, as a way of overcoming the ingrained perception that stores in airports are very expensive.

- ⇒ Snacks - \$1.99 to \$4.99
- ⇒ Health and Beauty - \$1.99 - \$8.99

Pricing Policy

Our pricing policy is based on a combination of factors; comparison with airports of comparable amenities, cost of goods, labor, general business overhead costs, the need to give a return on investment of capital and to operate a successful, profitable business.

Our prices were set using existing cost of goods and menu offerings of our Food and Beverage operation at the Lafayette Regional Airport in Lafayette, Louisiana. We continually evaluate our cost of goods to ensure that we are maintaining a positive margin for all items that we carry. We try and adjust our prices on a one time annual basis. We absorb small price increases from the wholesalers throughout the year, however we need to maintain some flexibility to large price swings, if we incur a significant increase on the cost of a key ingredient, we will need to do an immediate price adjustment.

Discount Program

Oakwells believes that everyone is entitled to a discount if you are employed by Oakwells Commuter Rail or work with the Facility in which Oakwells leases space. We offer the same level of Discount to the Airport employees as we do to our employees. Oakwells feels we are all on the same team striving for the same goals and deserve equal benefits.

All Duty Airport Employees, City Airport Employees, Airport Tenants and Airline Employees are entitled to the following discounts: (A current Airport Identification Badge or similar form of identification identifying the person as an airport tenant is required for discount)

15% - All Restaurant and Store Merchandise.
(Excludes Alcoholic Beverages)

With offering a discounted Employee Meal Menu and the Rewards program listed below we will be offering at 15% discount rather than the 20% stated in the proposed concession agreement.

Oakwells also offers Perka - A Frequent Customer Reward Program. The Perka program is available to All Airport Employees, Tenants and Airline Employees. The reward program is exclusively for the Employee Meals - Buy 10 Employee Meals and Get one Employee Meal Free.

Quality Control

A description of procedures to be implemented to ensure quality control:

EXHIBIT A
CONCESSIONAIRE'S PROPOSAL

We take great pride in our consistent food and drink quality and presentation. Our training program is an extensive "hands on" experience and new associates work all shifts as part of our training program. This ensures that they see all day parts of customer flow and customer orders.

Specialty Coffee / Tea Drinks:

We have our associates practice making the most common specialty coffee and tea drinks with airport employees. This does two things; it allows training for our associates and it is "good will" to the airport employees. Not until we feel they have mastered each drink, do we allow them to make drinks for customers of the airport.

Should an associate get "stumped" while in the middle of a drink or before they start making one, we have a "how to" recipe book with pictures of what each beverage should look when completed that they can reference.

Alcoholic Beverages / Mixed Drinks:

We have each associate (who is of age) attend Alcohol serving classes so that they know the signs of someone who is potentially intoxicated or on their way. This class offers insightful tips on how to handle disruptive customers and appropriate ways to cut someone off without making a scene. In addition, we give our associates full training on "How To" make the most popular mixed drinks, what serving glass is used and how much of each ingredient is put into the drink. This process ensures quality control for the customer and also helps keep our usage within our preferred range for cost control.

Kitchen Quality Control:

We cross train all of our associates how to work in the kitchen and prepare each menu item. We do this so that we are prepared for each rush or if someone calls out sick we have each position covered. To assist in quality control so that we maintain proper food quality and presentation, we have created a "How To" book for the kitchen. Each menu item is in the book, with all ingredients used including which utensil to use in making the item, which container to put the item in when it is going to a customer and a photo of what the final product should look like. By doing this, everyone knows what is expected, nothing is left to a "subjective" decision and we maintain consistency in quality and presentation.

Safe Serve – Associates with primary responsibility in food preparation attend a "Safe Serve" class so that they understand proper food handling procedures.

Customer Complaint Policy and Procedure

While it is the objective of Oakwells Commuter Rail to provide a first class, friendly and professional service to everyone whom we have dealings with, we recognize that despite our very best efforts to give 100% satisfaction, we may give cause for customer complaints and customer dissatisfaction from time to time during the course of our business. We value our Customers and we guarantee our prompt and courteous attention at all time.

Customer Complaint Procedure:

When the Customer complains, you need to take the matter seriously and deal with it appropriately. Listen carefully to the person making the complaint. You need to make sure to gather as much information as possible about the incident. All information about the complaint needs to be documented. Important: Try to resolve the customer complaint at the first contact. Do not just pass the complaint on to another area, or escalate it, unless the call cannot be effectively resolved by you.

Complaint Escalation

You should always try to resolve a complaint at the first contact with the customer. Sometimes, however, the complaint cannot be resolved at your level. You should escalate a complaint when:

- A solution to the complaint is outside your delegation.
- A customer is complaining about a price, product or policy and is not satisfied with your response.
- They are persistent and will not accept your offer of a solution.
- A customer is not happy with your response and asks to speak to someone in authority.
- A customer is extremely upset, or abusive.
- A customer wishes to complain about another staff member. They may be complaining about the way they were spoken to, or how the staff member handled their purchase.

How to escalate a complaint

1. First, use all the information that you have received from the customer, to decide whether this call requires escalation. Explain to the customer that you cannot resolve their complaint yourself and will need to pass on the information to the next level.
2. Ask the customer's permission to pass their complaint to the next level, as this action will lead to a satisfactory result. If necessary, explain to them that this is the only way their complaint can be resolved. Make sure to get their contact information.
3. Contact the Store Manager and let them know of the complaint details, and any solutions already suggested. Most complaints can be resolved at Store Level by the Store Manager or Supervisor on duty.

Marketing and Promotions

Oakwells offers a selection of marketing and promotions which have been developed based on the needs of the travelling public.

- ⇒ We will work with the Airport Authority and make available our digital menu boards to promote events at the airport, community events and highlights for tourists to see in Destin-Fort Walton Beach.
- ⇒ Employee Specials: These meals are exclusive for the Employees and airport Tenants. (Explained in detail in the Menu section.)
- ⇒ Seasonal promotions: Oakwells stores celebrate the holidays and seasons by highlighting certain Food and Beverage ideas and using special signage throughout the store. Major holidays like Christmas, Thanksgiving, Mother's Day and Father's Day are the topic of signage and special meals and beverage selection displays to get into the spirit of the season. Seasons such as fall to highlight our Harvest Chal Teas and summer for our Iced Coffee Drinks will be featured items and special signage placed throughout the store.
- ⇒ Oakwells will work with the Airport in assisting with special events that may be taking place in the area. We will assist with special signage welcoming visitors to the event and Daily Specials prepared to appeal to fans who are attending. With our strong background and experience in the travel retail industry, we are the experts in having the right selections available in the right quantities to assist in making the event a resounding success.
- ⇒ Oakwells offers catering service to include Servers and Bartenders if needed. Oakwells has a full Catering menu available or will customize a menu for the event. Table tents are placed at each table with Catering information. Information will also be displayed on the menu boards and on our website.

Form Concession Agreement

Proposed Concession Agreement:

The only changes to the Proposed Concession Agreement Oakwells Commuter Rail would like to change is the Employee Discount. With offering a discounted Employee Meal Menu and the Rewards program listed below we will be offering at 15% discount rather than the 20% stated in the proposed concession agreement.

Fees, Rent and Minimum Annual Guarantee:

Beginning on the date of the issuance of a Certificate of Occupancy, Oakwells Commuter Rail LLC shall pay to the Airport the greater of a Minimum Annual Guarantee ("MAG") as defined below or the annual percentage fee applicable to each category of gross sales, as defined in the agreement, payable in monthly installments on the first day of each month, as follows:

First Year Projected Sales and 1st year Minimum Annual Guarantee (MAG)

Oakwells is projecting our first year's sales at Eight Hundred and Sixty Thousand Dollars (\$860,000.00)

Projected First Year Sales \$860,000.00 dollars

Minimum Annual Guarantee (MAG) to Airport: \$100,000.00 dollars

Minimum Annual Guarantee (MAG) divided in 12 monthly installments: \$8,333.33 dollars

Percent payable for food, sundries, branded apparel, and non-alcoholic beverages: 14% (Fourteen percent)

Percent payable for alcoholic beverages: 16% (Sixteen percent)

Percent payable for vending: 12% (Twelve percent)

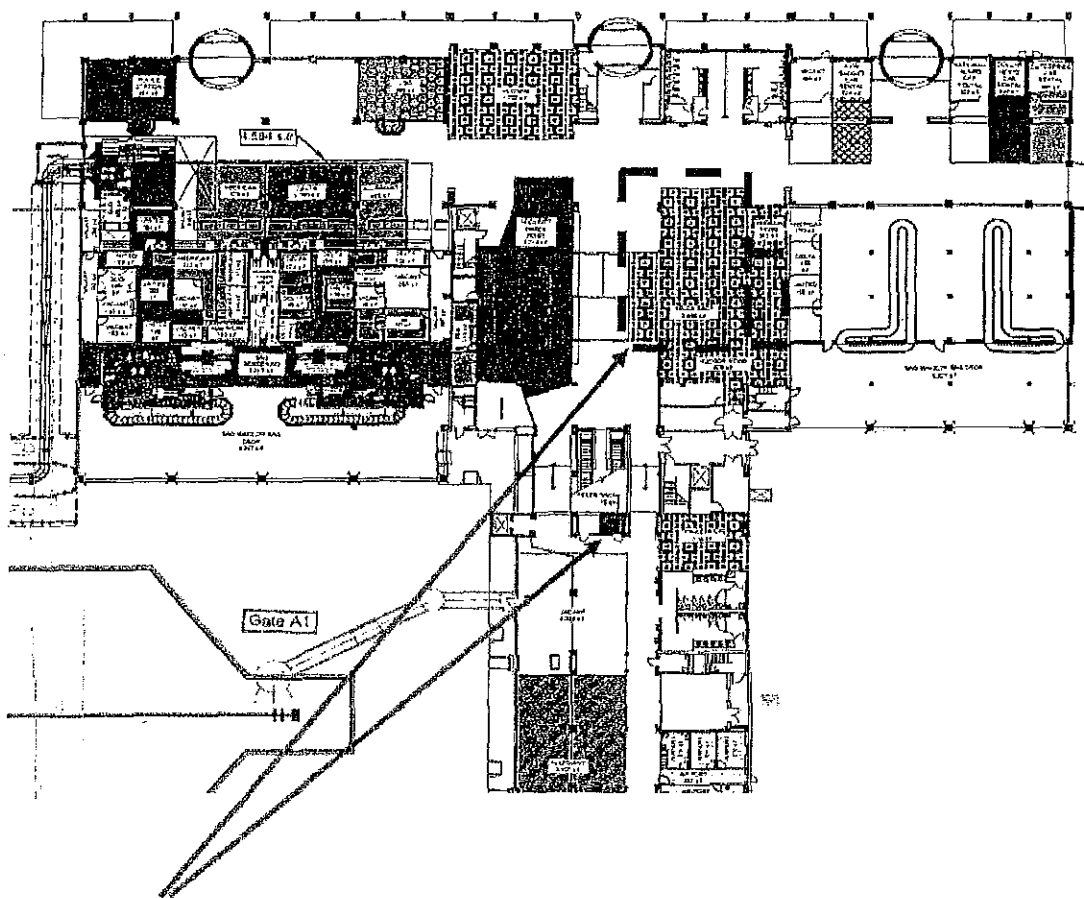
Insurance Coverage Agreement:

Oakwells Commuter Rail LLC if awarded the contract agrees to maintain insurance coverage as requested in the RFP

EXHIBIT B
ASSIGNED AREAS

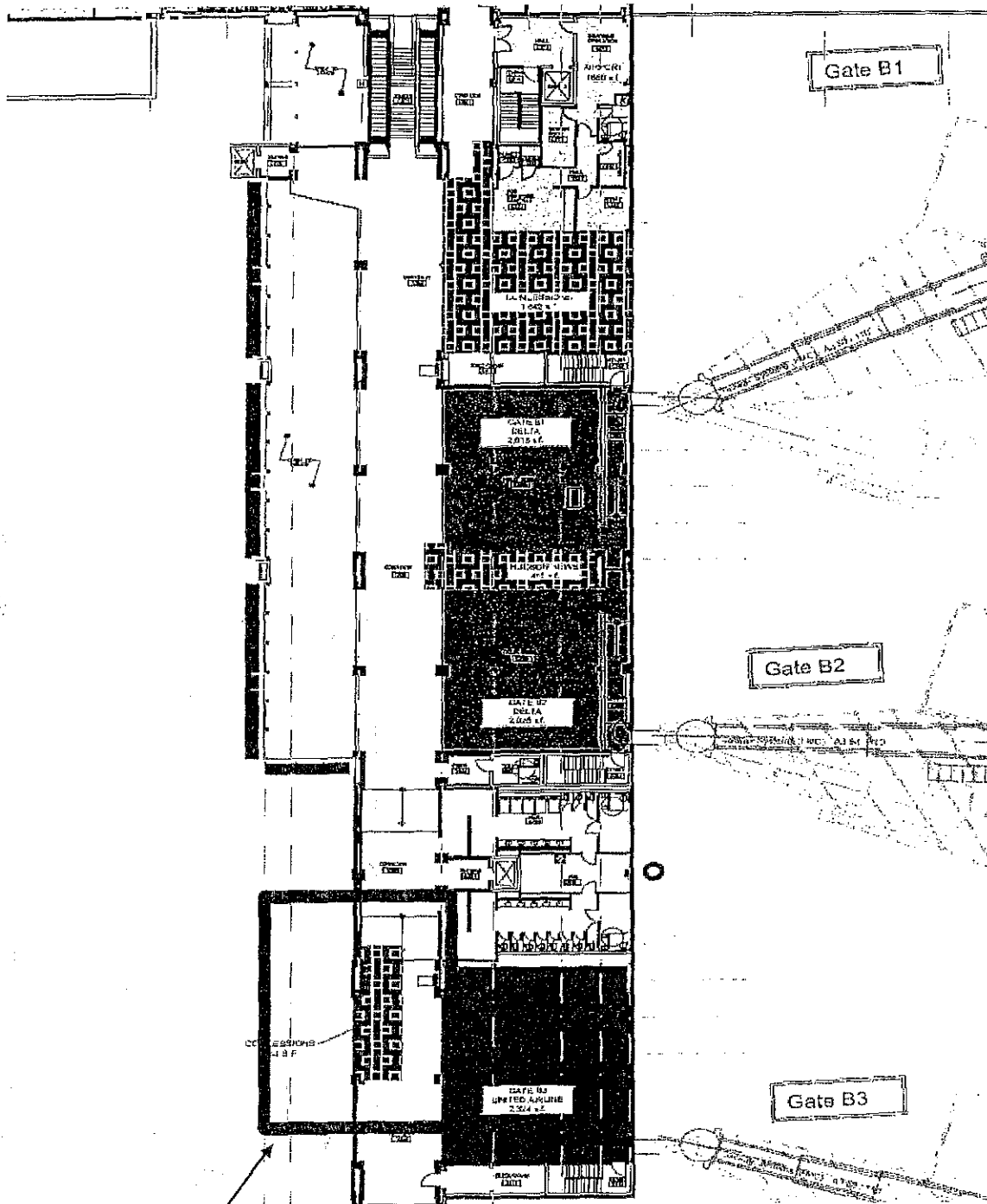
Will be updated to include the assigned areas based on the proposal.

"DESTIN-FORT WALTON BEACH AIRPORT (VPS)"



Location of B125 as located in the Airport Terminal. Optional Kiosk location is available on Concourse B. Vending locations may be suggested on the Airport property to include the Taxi Queue area, Airport Administration, and a location post-security within the terminal. In addition, C105 is a storage closet that will provided (75 sf).

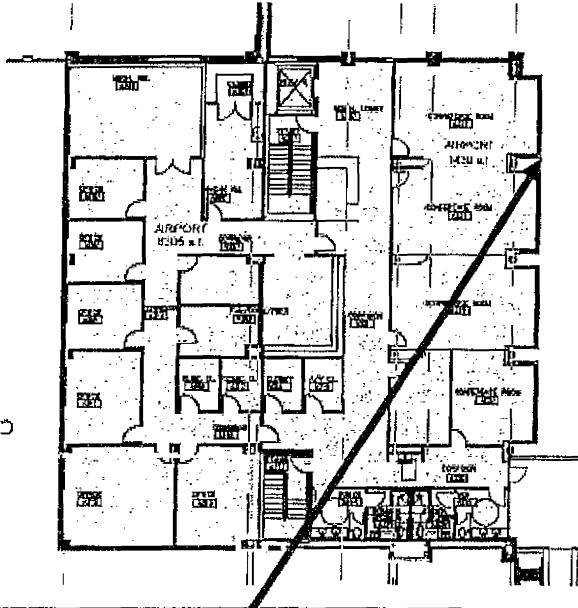
EXHIBIT B1
ASSIGNED AREAS



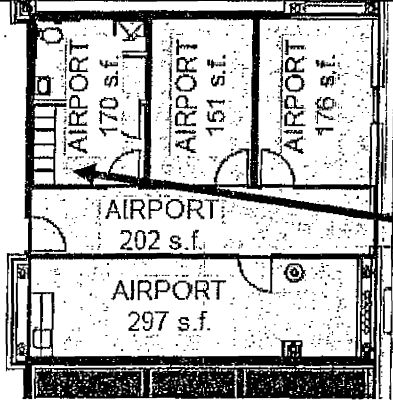
Current Kiosk location (optional) on Concourse B – will assign in agreement if applicable.

EXHIBIT B2

ASSIGNED AREAS

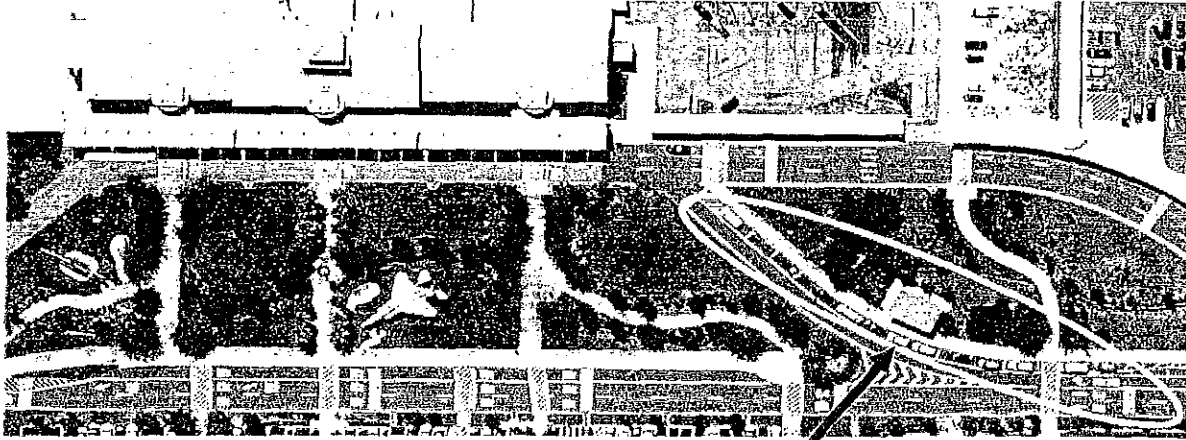


Vending Location in Airport Admin Break room



Vending Location in Airport Maintenance Break room

EXHIBIT B3
ASSIGNED AREAS



Vending location within Taxi Queue Line

EXHIBIT C

STREET PRICING COMPARABLE

During negotiations with the selected Proposer, a list of at least three (3) comparable restaurants within twenty (20) miles of the Destin-Fort Walton Beach Airport will be identified and used as street pricing comparable.

Breakfast

Asiago's Skillet
110 A Amberjack Dr.
Ft. Walton Beach, FL 32547

Anglers Beachside Grill
1030 Miracle Strip Parkway
Ft. Walton Beach, FL 32547

Another Broken Egg Café
979 US-98 #4
Destin, FL 32541

Lunch / Dinner

McGuire's
33 East Hwy 98
Destin, FL 32541

Millers Ale House
34906 Emerald Coast Parkway
Destin, FL 32541

Lulu's
4607 Legendary Marina Drive
Destin, FL 32541

EXHIBIT D
EQUIPMENT, FIXTURES AND FURNITURE OWNED BY THE COUNTY

Floor Plans for B125 – fixtures shown are included with the exception of cooler/freezer and “future hood”.

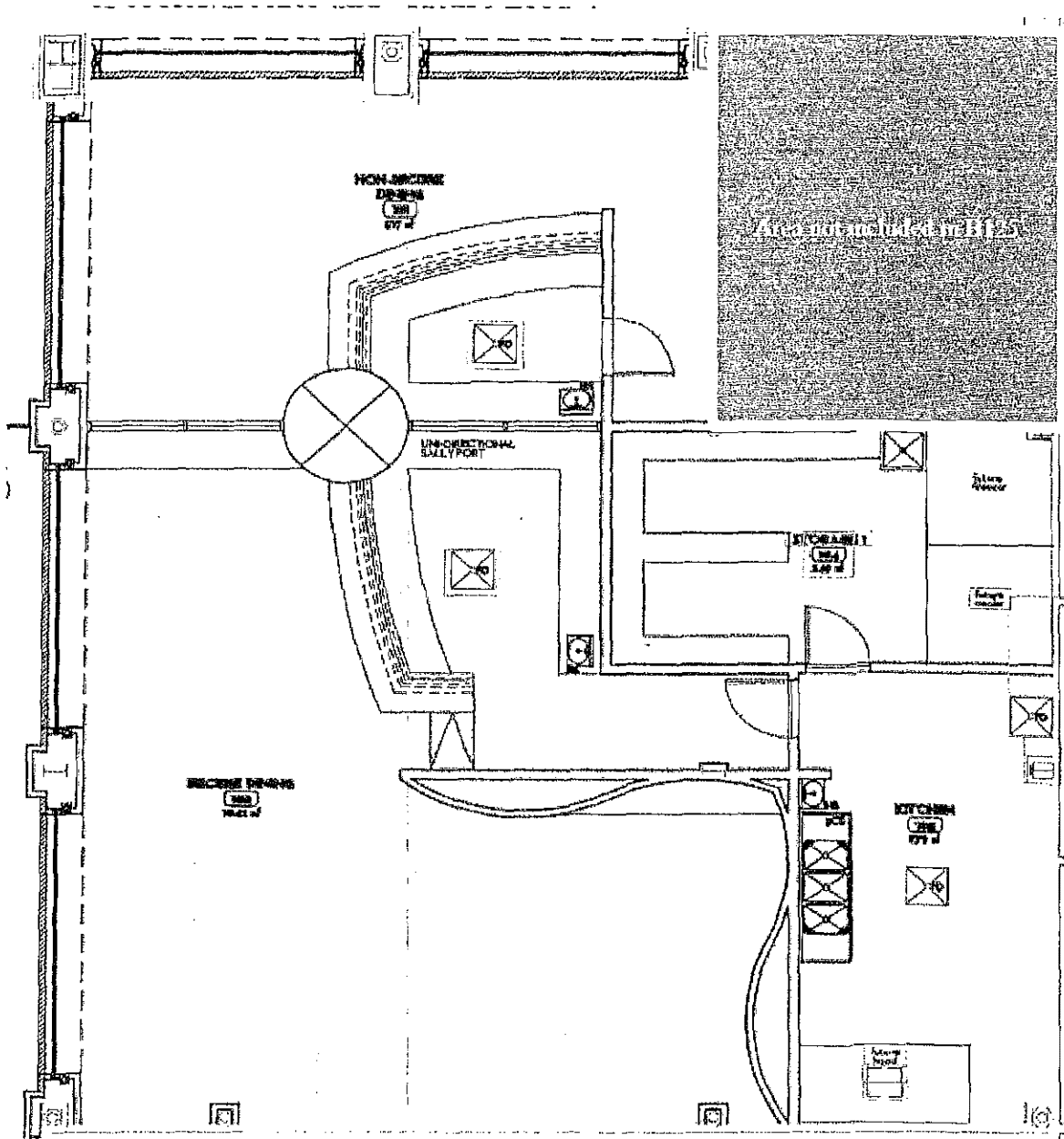


EXHIBIT E
INSURANCE REQUIREMENTS

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

Such insurance shall comply with the Florida Workers' Compensation Law.

No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.

All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent Contractor's Liability
- 4.) Completed Operations and Products Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Worker's Compensation	
A.) State	Statutory
B.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

Note: For respondent's convenience, this certification form is enclosed and is made a part of the package.

CERTIFICATE OF INSURANCE

Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of

any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Okaloosa County

by Michael J. Reilly President
[print individual's name and title]

for Oakwells Commuter Rail L.L.C
[print name of entity submitting sworn statement]

whose business address is

1035 S. Semoran Blvd. Bldg 2 Suite 1011
Winter Park FL 32792

and (if applicable) its Federal Employer Identification Number (FEIN) is 13-4281018

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared MICHAEL J. REZULY to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that MICHAEL J. REZULY executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of DECEMBER, 2016.

My Commission Expires: 1-25-2020

[Signature]
Notary Public State of Florida at Large



Jack B. Ellis, III
Notary Public
State of Florida
My Commission Expires 1/25/2020
Commission No. FF 953654

NON-COLLUSIVE AFFIDAVIT

State of Florida }

County of Duval } SS:

Michael J. Reilly being first duly sworn, deposes and says that:

- a) He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of Oakwells Commuz Pal LLC, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Caitlin McFadyen
Witness

Witness

By: Michael J. Reilly

Michael J. Reilly
(Printed Name)

President
(Title)

BEFORE ME, the undersigned authority, personally appeared MICHAEL J. REILLY to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that MICHAEL J. REILLY executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of DECEMBER, 2016.

My Commission Expires: 1-25-2020

Jack B. Ellis III
Notary Public State of Florida at Large



Jack B. Ellis, III
Notary Public
State of Florida
My Commission Expires 1/25/2020
Commission No. FF 953654

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF OKALOOSA }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of Okaloosa County, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Michael J. Reilly
Title: President

BEFORE ME, the undersigned authority, personally appeared Michael J. Reilly to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Michael J. Reilly executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of DECEMBER, 2016.

My Commission Expires: 1-25-2020
Jack B. Ellis, III
Notary Public State of Florida at Large



Jack B. Ellis, III
Notary Public
State of Florida
My Commission Expires 1/25/2020
Commission No. FF 953654

CONFLICT OF INTEREST AFFIDAVIT

State of Florida)
) SS:
County of Okaloosa

Michael J. Reilly being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Okaloosa County Rail LLC the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of Okaloosa County has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Okaloosa County employee, nor any elected or appointed official (including Okaloosa County committee members) of the Okaloosa County, nor any spouse, parent or child of such employee or elected or appointed official of the Okaloosa County, may be a partner, officer, director or employee of Proposer, and further, that no such Okaloosa County employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Okaloosa County Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Okaloosa County, the provisions of Okaloosa County Code Section 2-11.1, as applicable to Okaloosa County, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Okaloosa County. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Okaloosa County to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Caitlin Metzger
Witness

[Signature]
Witness

By: [Signature]

Michael J. Reilly
(Printed Name)

Prop. & [Signature]
(Title)

BEFORE ME, the undersigned authority, personally appeared Michael J. Reilly to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Michael J. Reilly executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of DECEMBER, 2016.

My Commission Expires: 1/25/2020
[Signature]
Notary Public State of Florida at Large



Jack B. Ellis, III
Notary Public
State of Florida
My Commission Expires 1/25/2020
Commission No. FF 953654

Form COI

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for LEASE AND Concession Agreement.

2. This sworn statement is submitted by Michael J. Reilly

Whose business address is: 1035 S. Semoran Blvd. Bldg 2 Suite 1011 Winter Park FL 32792
and (if applicable) its Federal Employer Identification Number (FEIN) is 13-4281018.

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Michael J. Reilly and my relationship to the entity named above is OWNER / President

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 12.22.2016

Signature: [Handwritten Signature]

STATE OF: Florida

COUNTY OF: Okaloosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 22 day of DECEMBER, in the year 2016

My commission expires: 1-25-2020 [Handwritten Signature]
Notary Public

JACK B. ELLIS III
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

FLORIDA DRIVER LICENSE
Type of ID



Jack B. Ellis, III
Notary Public
State of Florida
My Commission Expires 1/25/2020
Commission No. FF 953654

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 11.15.16

SIGNATURE: 

COMPANY: Oakwells Commuter Rail LLC

NAME: Michael J Reilly

(Typed or Printed)

ADDRESS: 1035 S. Semoran Blvd

Building 2 - Suite 1011

Orlando, FL 32792

TITLE: President/CEO

E-MAIL: mreilly@oakwells.com

PHONE NO.: 404-373-4007

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

<u>NAME(S)</u>	<u>POSITION(S)</u>
_____	_____
_____	_____
_____	_____

FIRM NAME: Oakwells Commuter Rail LLC

BY (PRINTED): Michael J Reilly

BY (SIGNATURE): 

TITLE: President/CEO

ADDRESS: 1035 S. Semoran Blvd - Bldg 2-Suite1011 Orlando, FL 32792

PHONE NO.: 404-373-4007

E-MAIL: mreilly@oakwells.com

DATE: 11.15.14

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 11.15.16

SIGNATURE: 

COMPANY: Oakwells Commuter Rail LLC

NAME: Michael J Reilly

ADDRESS: 1035 S. Semoran Blvd

TITLE: President/CEO

Building 2 - Suite 1011

Orlando, FL 32792

E-MAIL: mreilly@oakwells.com

PHONE NO.: 404-373-4007

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

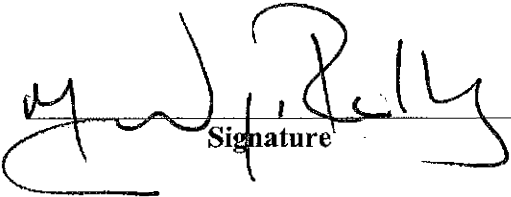
The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Oakwells Commuter Rail LLC
Signature Company Name

On this 15 day of November 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled (Check the applicable blank). If recycled, what percentage 70 %.

Product Description: 70% of the Paper is recycled and Ink Cartridges are purchased thru a recycle company. We recycle within our organization as much as possible.

2. Is your product packaged and/or shipped in material containing recycled content?

Yes No _____

Specify: Most of the product shipped by Vendors is shipped in Cardboard Boxes

3. Is your product recyclable after it has reached its intended end use?

Yes No _____

Specify: The Cardboard boxes can be broke down and put into a recycling bin or will be reused for storage or shipping
We will follow any guidelines and requirements set forth by local and state ordinance for recycling.

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Michael Reilly

E-Mail: mreilly@oakwells.com

INDEMNIFICATION AND HOLD HARMLESS

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

Oakwells Commuter Rail LLC
Respondent's Company Name

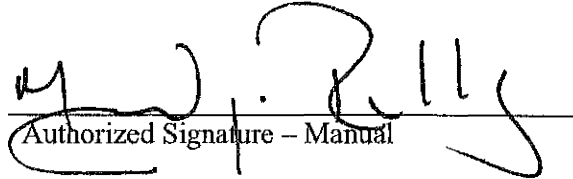
1035 S Semoran Blvd Bld 2-Suite 1011 Winter Park, FL 32792
Physical Address

1035 S. Semoran Blvd - Bldg 2, Suite 1011 Orlando, FL 32853
Mailing Address

404-373-4007
Phone Number

404-606-1906
Cellular Number

11.15.16
Date


Authorized Signature - Manual

Michael J Reilly
Authorized Signature - Typed

President/CEO
Title

404-506-9456
FAX Number

404-606-1906
After-Hours Number(s)

COMPANY DATA

Respondent's Company Name: Oakwells Commuter Rail LLC

Physical Address & Phone #: 1035 S. Semoran Blvd

Bldg 2 - Suite 1011

Winter Park, FL 32792

Contact Person (Typed-Printed): Michael Reilly

Phone #: 404-373-4007

Cell #: 404-606-1906

Email: mreilly@oakwells.com

Federal ID or SS #: 13-4281018

Respondent's License #: R406 - 550 - 64 . 226 - 0

Fax #: 404-506-9456

Emergency #'s After Hours,
Weekends & Holidays: 404-606-1906 Cell

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
Addendum #1	October 28, 2016
Addendum #2	November 2, 2016
Addendum #3	November 14, 2016

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Oakwells Commuter Rail LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Michael J. Reilly Name and Title of Contractor's Authorized Official

11.15.16 Date

B. PARTNERSHIP/LIMITED LIABILITY COMPANY STATEMENT

If a Partnership or Limited Liability Company, furnish the following:

1. Date of Organization: 03-12-2004 _____
2. Type of Partnership (check one):
 General Partnership
 Limited Partnership
 Limited Liability Company
3. Has the Statement of Partnership been recorded? Yes No
4. If the answer to question 3 above is "yes":
 Date: _____
 Book: _____
 Page: _____
5. Attach and mark as "Exhibit S-1" a complete copy of the Statement of Partnership and the Partnership Agreement.
6. For each partner, attach and mark as "Exhibit S-2" the following information: **N/A**
 - a. Name
 - b. Residence Address
 - c. Percentage of ownership
 - d. Indicate if the partner is a general or limited partner
 - e. Birth Date
 - f. Place of Birth
 - g. Social Security Number
 - h. Driver's License Number and issuing state

C. CORPORATION STATEMENT

If a Corporation, furnish the following:

1. Date of Incorporation: **N/A** _____
2. State of Incorporation: _____
3. Is the Corporation Registered to do Business in Texas? Yes No
7. Type of Corporation (check one):
 Public
 Private
 Limited Liability Company
4. If the corporation is publicly held, how and where is the stock traded? _____

5. Provide the following information

	Authorized	Issued	Outstanding
Number of Voting Shares			
Number of Nonvoting shares			
Number of Shareholders			

	Par	Book	Market
Value Per Share of Common Stock			

D. JOINT VENTURE STATEMENT

If a Joint Venture, furnish the following:

1. Date of Organization: **N/A** _____
2. Has the Joint Venture done business before? Yes No

3. If the answer to question 2 above is "yes," attach and mark as "Exhibit JV-1" a description of the nature of the joint venture's prior business.

4. Attach and mark as "Exhibit JV-2" a complete copy of the Joint Venture Agreement.

5. For each Joint Venture partners, attach and mark as "Exhibit JV-3" the following information:

- a. Name
- b. Residence Address
- c. Percentage of ownership
- d. Birth Date N/A
- e. Place of Birth
- f. Social Security Number
- g. Driver's License Number and issuing state

vii. All proposers must respond to the following questions:

a. Have any leases or concession agreements held by the proposer ever been cancelled?

Yes() No (X)

If Yes, attach a description of the circumstances.

b. Has the proposer ever been notified of a lease, concession or permit default by the landlord or lessor?

Yes() No (X)

If Yes, attach a description of the circumstances.

c. Has the proposer ever been involved in litigation with the lessor of property leased by the proponent?

Yes() No (X)

If Yes, attach a description of the circumstances.

d. Has the proposer and or any of its officers, or employees responsible for obtaining or administering a contract been convicted of any of the following:

(i) criminal offense incident to a public or private contract violation of the Federal Anti-trust Statutes embezzlement; or (ii) fraud or equivalent crimes which are indicative of a lack of business integrity

Yes() No (X)

If Yes, attach a description of the circumstances.

e. Has the proposer or any principal or partner undertaken or participated in other business projects in the State of Texas?

Yes() No (X)

If yes, indicate DATE: _____

LOCATION: _____

SECTION II - FINANCIAL AND BACKGROUND DATA

1. Financial Information - See page directly following Proposal Form

a. Please provide a statement indicating how the proposed level of capital investment will be financed and how working capital needs will be met. Any person or entity providing a guarantee must provide a written statement indicating the level of commitment.

b. Furnish a statement of income, balance sheet and statement of cash flow, including notes thereto, all reviewed by an independent Certified Public Accountant, and attested to by the Proposer's chief financial officer, in sufficient detail to show the proposer's financial capability to undertake and complete all the obligations specified in the Agreement. Said financial statements should be as of or for the period ending on the last day of your most recently completed fiscal year. A financial statement may be consolidated with that of a subsidiary or parent corporation as the case may be, but if consolidated with a parent corporation, the financial statement of the subsidiary shall be separately attested to by the chief

financial officer of the subsidiary. A personal financial statement of an officer of a corporation shall not satisfy this requirement. Also, submit Securities and Exchange Commission Form 10K, if any, for the past two years for principals in the firm. If the proposer is a recently formed entity, each participating member must submit their own financial documents, as required in the preceding paragraph.

2. Surety Information

a. Have you, or any entity you have had an ownership interest in, ever had a bond or surety cancelled or forfeited? Yes () No (X)

b. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture: _____

3. Bankruptcy Information. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt?

Yes () No (X)

4. Have you ever entered into an agreement with the Airport or the County of Okaloosa?

Yes () No (X)

If yes, please explain: _____

5. Have you ever been sent a default notice concerning an Agreement identified in question 4 above? Yes () No (X)

If yes, please explain: _____

6. Experience Statement. Please attach a detailed description of the nature and extent of the proposer's experience. The following information must be included:

a. Number of years the proposer has operated a food sales or related business.

b. Description of the proposer's other operations or experience, including:

i. Number and type of other operations (fast food, specialty food, restaurant, etc.).

ii. Locations of current operations.

iii. Description of menu.

iv. Photograph of at least one existing operation.

v. Organizational chart and description of the organization and or suborganization(s) which would have responsibility for operation. Include resumes of individual managing operators who will be assigned to the operations or job description and level of experience that would be required of these individuals.

vi. Resumes of any persons owning more than a 10% share of the business.

vii. Give name, location and date of any of proposer's food and beverage Concession Agreements or leases that have been terminated within the past five years, either voluntarily or involuntarily, prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits for the termination of, any food and beverage concession(s) or operating agreement(s) operated by proposer within the past five (5) years.

viii. Gross revenues for the past 5 years, if the company has operated for at least 5 years or gross revenues for the amount of time the company has operated if less than 5 years.

ix. Other information which may be relevant in determining the nature and extent of the experience of the firm or its principals.

SECTION III – REFERENCES

On the following pages, list four persons or firms with whom proposer has conducted financial transactions related to your business operations during the past three years. At least two of the references named are to have knowledge of proposer's debt payment history and at least one should be an entity with whom the proposer has a lease for an existing operation if any such reference exists.

Reference #1:

Name: Clint Torp
Title: Airport Manager
Firm: La Crosse Regional Airport
Address: 2850 Airport Road
La Crosse, WI 54603
Telephone: 608-789-7464
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Lease for an existing operation - Food and Beverage Concessions including Vending

Reference #2:

Name: Bob Heckendorf
Title: CEO
Firm: Phoenix Distribution & Marketing
Address: 1650 Airport Road - Suite 108
Kennesaw, GA 30144
Telephone: 770-425-8996
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Current Vendor - Pre-Packaged Food, Snacks and Health and Beauty Aids

Reference #3:

Name: Audrey Weinstein
Title: Accounts Receivable Specialist
Firm: A. Weinstein & Associates
Address: 1259A Rand Road
Des Plaines, IL 60016
Telephone: 847-297-8000
Nature and magnitude of purchase, sale, loan, business association, etc: _____
Current Vendor - Pre-Packaged Snacks

Reference #4:

Name: Steven L. Picou
Title: Airport Director
Firm: Lafayette Regional Airport
Address: 200 Terminal Drive

Lafayette, LA 70508

Telephone: 337-266-4401

Nature and magnitude of purchase, sale, loan, business association, etc:

Lease for an existing operation - Food and Beverage Concessions including Vending

SECTION IV - OTHER REQUIREMENTS

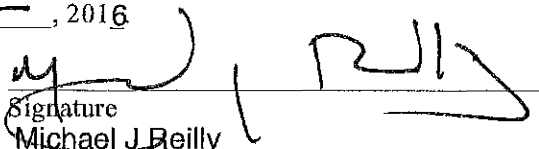
1. Please provide any additional information, services, features, or comments about your company or services which you feel the County should consider in the selection of a food and beverage operator.
2. Please confirm receipt of any and all addenda.
3. Each proposal must contain the following certification and signature block:

The undersigned agrees and understands that this proposal and all attachments and information submitted herewith constitutes merely a suggestion to negotiate with the County and is **NOT A BID**. Submission of this proposal, attachments and additional information shall not obligate or entitle the proposing entity to enter into an agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond nor is it legally bound in any manner whatsoever by the submission hereof. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its members, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Board.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves the right to waive any informalities, defects or irregularities in the proposals.

It is represented and warranted by those submitting this proposal that no member, officer or employee of the Board is directly or indirectly a party to or in any other manner financially interested in this proposal or any subsequent agreement that may be entered into.

Dated this 15 day of November, 2016


Signature

Michael J. Reilly

Printed Name

Oakwells Commuter Rail LLC

Company/Partnership/Business Entity

President/CEO

Title

REVIEW COMMITTEE PROPOSAL EVALUATION SHEET

Date Submitted: _____

PROPOSAL#: RFP AP 01-17

PROPOSAL TITLE: NON-EXCLUSIVE OPERATION OF FOOD AND BEVERAGE CONCESSION AT THE DESTIN-FORT WALTON BEACH AIRPORT

	COMPANY NAME				
QUALIFICATIONS					
Experience and Qualifications 50 Points					
Management and Transition Plan for the Operation 40 Points					
Financial Projections and Initial MAG 25 Points					
Menu/Marketing Plan/ Branding 25 Points					
Facility Utilization (Concept, Use, etc.) 25 Points					
Facility Concept and Investment 25 Points					
Reference's 10 Points					
Total (200-point scale)					