

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/07/2016

Contract/Lease Control #: L12-0394-PW

Bid #: BCC 09-12

Contract/Lease Type: REVENUE

Award To/Lessee: GULF COAST MARINE LIFE CENTER, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/21/2012

Expiration Date: 08/21/2022 (AUTO RENEWAL FOR 2 CONESECUITIVE PERIODS OF 10 YEARS THRU 2042)

Description of Contract/Lease: DEVELOPMENT & MNAGEMENT OF 4.4 +/- ACRE PARCEL ON OKALOOSA ISLAND (GULF MARINE LIFE CENTER

Department: COR

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2014

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

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

PRODUCER Lighthouse Insurance Agency P.O. Box 279 Niceville, FL 32588-0279 Ronald F Corbin	CONTACT NAME: Kathy Warson	
	PHONE (A/C, No, Ext): 850-729-7291	FAX (A/C, No): 850-729-3697
E-MAIL ADDRESS: kwatson.light05@insuremail.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Southern Owners Insurance Co.		10190
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


INSURED **AquaGreen, Inc**
Gulf Coast marine Life Ctr
PO Box 28105
Panama City, FL 32411

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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		78255557-14	08/08/2014	08/08/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following certificate holder is named as additional insured with respect to the land located at 1306 Miracle Strip Pkwy Ft Walton Beach, FL 32548

CERTIFICATE HOLDER OKALCO2 Okaloosa County Board of County Commissioners 602 C N Pearl St Crestview, FL 32536 <i>L-0394</i>	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 

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Agreement") is entered into to be effective as of the 17th day of April 2018 by and between DB ENTERTAINMENT PRODUCTIONS, LLC., a Florida limited liability company, whose address is 1306 Miracle Strip Parkway SE, Fort Walton Beach, Florida 32548 ("DB") and Okaloosa County, a political subdivision of the State of Florida, whose address is 1759 Ferdon Boulevard, Crestview, Florida 32539 (the "Lessor").

WITNESSETH:

WHEREAS, DB entered into that certain Assignment, Assumption and First Amendment to Lease with Lessor effective as of 27th day of October 2016 assuming and agreeing to become the Lessee under that certain Lease Agreement between Aquagreen, Inc., d/b/a/ Gulf Coast Marine Life Center and Lessor dated effective August 21, 2012 (the "Lease") for the real property located at 105 Santa Rosa Boulevard, Fort Walton Beach, Florida 32548 (the "Premises") and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, Lessor and DB desire to amend certain provisions of the Lease subsequent to its assignment.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Lease Amendment.** Section 26 of the Lease entitled Construction shall be amended to require DB to have all phases of the project completed and operational by October 27, 2018.
2. **Ratification.** Accept as herein expressly modified, the terms and conditions of the Lease as previously amended are hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Contract # L12-2094-PW
GULF COAST MARINE LIFE CENTER, INC.
DEVELOPMENT OF 4.4+- ACRE PARCEL
ON OKALOOSA ISLAND (GULF MARINE LIFE CENTER)
EXPIRES: 08/21/2022 W/AUTO RENEWALS FOR 2
CONSECUTIVE PERIODS OF 10 YRS THRU 2042

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 17th day of April 2018.

Witnesses:

Bonnie Mc Lovich
Print name: Bonnie Mc Lovich

Lisa Simmons
Print name: Lisa Simmons

DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company,

[Signature]
Paul A. Barcus, Manager

Date: 4/10/2018

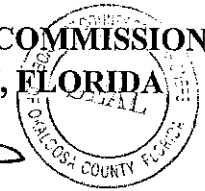
ATTEST:

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA

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



[Signature]
Graham W. Fountain, Chairman



Date: 4/17/18

APPROVED AS TO FORM:

[Signature]
Gregory T. Stewart, County Attorney

EXHIBIT "A"

Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.65 feet along said Northerly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet to the Point of Beginning; thence South 85 degrees 52 minutes 00 seconds East 89.87 feet; thence North 38 degrees 08 minutes 24 seconds East 168.32 feet; thence North 49 degrees 30 minutes 34 seconds West 280.26 feet; thence North 06 degrees 49 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 16 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 55 degrees 53 minutes 17 seconds East 74.53 feet; thence South 26 degrees 20 minutes 23 seconds East 71.38 feet; thence South 66 degrees 36 minutes 11 seconds East 24.08 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.67 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

2/7/2010

CONTRACT #L12-3094-PW
GULF COAST MARINE LIFE CENTER, INC.
DEVELOPMENT OF 4.4 +/- ACRE PARCEL
ON OKALOOSA ISLAND (GULF MARINE LIFE CENTER
EXPIRES: 08/21/2022 W/AUTO RENEWALS FOR 2
CONSECUTIVE PERIODS OF 10 YRS THRU 2042

L12-0394-PW

ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT OF LEASE

Molson
BCC Records

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT OF LEASE ("Agreement") is entered into to be effective as of the 27th day of ~~September~~^{October} 2016 by and between GULF COAST MARINE LIFE CENTER, INC., a Florida not-for-profit corporation f/k/a Aquagreen, Inc., a Florida not-for-profit corporation whose address is 155 Crystal Beach Drive, Ste. 101, Destin, FL 32548 ("hereinafter referred to as "Gulf Coast") and DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company whose address is 1306 Miracle Strip Parkway, SE Fort Walton Beach, Florida 32548 (hereinafter referred to as "DB") and Okaloosa County, a political subdivision of the State of Florida whose address is 1759 Ferdon Blvd. Crestview, FL 32539 (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS, Aquagreen, Inc., d/b/a Gulf Coast Marine Life Center entered into that certain Lease Agreement with Lessor effective as of August 21, 2012, (the "Lease") for the vacant real property (the "Premises") located at 105 Santa Rosa Blvd., Fort Walton Beach, Florida 32548, and more particularly described and depicted on Exhibit "A", attached hereto; and

WHEREAS, Aquagreen, Inc., d/b/a Gulf Coast Marine Life Center desires to assign the Lease for the Premises to DB, such that DB will become successor in interest to the leasehold interest of Gulf Coast; and

WHEREAS, Aquagreen, Inc. did file a corporate name change with the Florida Secretary of State, Division of Corporations on March 26, 2013, changing its corporate name to Gulf Coast Marine Life Center, Inc.; and

WHEREAS, DB has agreed to assume the Lease to therefore reflect DB as Lessee, as particularly hereinafter set forth herein; and

WHEREAS, Lessor and DB desire to amend certain provisions of the Lease subsequent to its assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and the premises, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

CERTIFIED A TRUE
AND CORRECT COPY

JD PEACOCK II
CLERK CIRCUIT COURT

BY Mary R. Kiser
DEPUTY CLERK

DATE 10/13, 2016



1

PQS 9/29/16

1. Defined Terms. Whenever defined terms and words of art are used herein, as indicated by the initial capitalization thereof, such defined words and terms of art, if not defined herein, shall have the same meanings ascribed thereto in the Lease.

2. Assignment and Assumption of Lease. Gulf Coast does hereby assign and transfer all of Gulf Coast's interest in the Lease to DB and DB does hereby assume Gulf Coast's obligations under the Lease effective on and after the date first set forth above.

3. Acknowledgement and Consent to Transfer and Attornment. Lessor hereby acknowledges and consents to the transfer of the Premises and the Lease from Gulf Coast to DB. The parties agree that DB under the Lease shall hereinafter be the successor lessee and Gulf Coast agrees to attorn to DB under the Lease.

4. Representative. The authorized representative for DB shall be:

Paul A. Barcus, President

DB ENTERTAINMENT PRODUCTIONS, LLC

1306 Miracle Strip Parkway SE

Fort Walton Beach, Florida 32548

paulbarcus@gmail.com

(404) 323-9876

5. Lease Amendments: Lessor and DB do hereby amend the Lease as follows:

A) Section 3 of the Lease entitled "Rent" shall be replaced in its entirety with the following provision:

RENT: Lessee covenants and agrees to pay as rent for leasing the Premises, the greater of:

a) \$78,650.00, which was the base rent, as previously adjusted according to the terms of the Lease for C.P.I., paid by Lessee for the 2015 lease year, per annum in advance annually, which rent shall be adjusted annually, beginning with the 2016 lease year, to reflect the increase in the Consumer Price Index. The rent shall be adjusted annually on its anniversary date to reflect the cost of living adjustment. All Urban Consumers for all items U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 1 - (CPI-U). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., parties hereby agree to substitute another equally authoritative measure to change in the purchasing power of the U.S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term and shall be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the current year's lease fee ("Base Rent").

OR

b) Three percent (3%) of annual gross receipts from all income sources under the Lease. Within sixty (60) days after the end of each lease year, the Lessee shall provide to the Lessor a report prepared by a certified public accountant certifying the Lessee's gross receipts from the prior year's operations under the Lease. If Three percent (3%) of the certified gross receipts exceeds Base Rent, then the Lessee shall remit the excess amount to Lessor within thirty (30) days of delivery of the certified report.

c) As additional rent or consideration, Lessee covenants and agrees to pay Lessor any State sales tax due on the rent paid to Lessor or upon any other requirement of this Lease, including and interest and penalties that may be assessed on that amount, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, or County law, or Ordinance.

The term "gross receipts" as used herein shall mean all receipts from sales of merchandise and charges for services at, in or supplied or ordered from the Premises whether for cash or credit, including all sales and services of any licensees or concessionaries of Lessee operating on the Premises, but gross receipts shall include only the amount actually received by Lessee from sales and services or any cigarettes, photography, vending machines or coin operated concession or any concessions or licenses for other incidental services or facilities at the Premises. All sales originally made at the Premises, and all services originally contracted for at the Premises, shall be considered as made and completed therein, even though payment may be transferred to some other place for collection, and even though delivery of merchandise or services be made from or at a place other than the Premises. Gross receipts shall not include:

- a. Sums received as an agent or collecting medium for any unaffiliated or unrelated entity or any governmental authority including, but not limited to, (i) sales, excise and similar taxes paid by patrons, and (ii) music or entertainment charges which are remitted by Lessee, as an agent or collecting medium, to bands or entertainers or agencies for bands or entertainers. Actual receipts in payment of bills for sales or services on credit, the charge for which is included in the foregoing definition of gross receipts.
- b. Refunds or credits to patrons for returned merchandise.
- c. Cash register "over-rings", i.e., mistakes.
- d. Transfers of merchandise from the Premises, and not representing sales from the Premises, to their locations at which any parent, subsidiary or affiliate of Lessee conducts business.
- e. Net charges paid by Lessee to credit card companies (such as American Express Company) on credit card sales.
- f. Sales of any Lessee's chattels, fixtures or equipment.

DOB 9/29/16

B) Section 4 of the Lease entitled "Use of Premises" shall be replaced in its entirety with the following provision:

4. Use of Premises: DB shall use the Premises for the expansion of the adjacent Wild Willy's Adventure Zone park purposes as outlined in that tenant's original response to the Lessor's RFP# BCC 09-12 onto the Premises, and will not use or permit the use of the Premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.

C) Section 26 of the Lease entitled "Construction" shall be amended to require DB to have Phase One of its project completed and operational within one (1) year of the execution of this Agreement by Lessor with the remaining phase(s) of the project completed and operational within two (2) years of the said Agreement execution date.

The following provision shall be added to Section 26: Additional Development Standards:

The development and construction on the Premises shall be completed in compliance with all County building codes and, in order to provide additional environmental protections for the contiguous Veterans Park, the following enhanced development standards:

a) A conservation buffer shall be maintained along the Northern and Northeastern boundaries of the Premises with the dimensions of said buffer being those as depicted in the diagram attached hereto as Exhibit "B". No buildings or other structures are allowed to be built in the conservation buffer. The conservation buffer areas may be comprised of a combination of planted vegetation, vacant land area and/or storm water retention areas. A portion of the conservation buffer, as depicted in Exhibit "B", shall be planted as a vegetative buffer by the Lessee at its sole cost and expense. The area shown as "vegetation" on Exhibit "B" shall not be used for storm water retention, and shall be planted with native plant species sufficient to ensure a minimum of 80% opacity between the height of four feet (4') and twenty feet (20'') at time of installation. Additionally, the Lessee shall include and construct, prior to any development of the property, a berm within the vegetative conservation buffer that is at a minimum 48 inches in height above the highest grade of the property.

b) All pole based lighting shall be energy efficient, LED lighting to reduce leakage, will have recessed luminaires, and shall be shielded to allow Lessee to precisely direct the light to a specific area, and avoid illumination of areas for which such is not desired, most particularly the wading bird rookery area.

c) Any amusement ride with go-karts as a feature will use environmentally friendly electric powered go-karts to reduce noise, while also eliminating harmful carbon-monoxide (CO) emissions to the environment. This also eliminates the need for oil and gas to be stored on site.

pg 2 a/22/16

d) Any amusement ride with bumper boats as a feature will use environmentally friendly electric powered bumper boats to reduce noise, while also eliminating harmful carbon-monoxide (CO) emissions to the environment. This also eliminates the need for oil and gas to be stored on site.

e) Lessee shall obtain the approval of Okaloosa County Public Works Department as to the implementation of all recommendations from the US Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission regarding construction and development on the Premises adjacent to Veterans park, and in particular the wading bird rookery area.

D) A new section 34 is created and added to the Lease. It shall read as follows:

34. Maintenance and Examination of Lessee's Records: Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the Premises, (ii) the gross revenue derived indirectly from the use of the Premises, and (iii) all other gross revenue derived from the Lessee's operations on the Premises. Lessee shall secure, maintain and keep all records for the entire term of this Lease plus three (3) additional years. Lessor shall have the right from time to time, at its sole expense, to audit the compliance by the Lessee with the terms and conditions of this Lease and such right shall extend for three (3) years after termination or expiration of this Lease. Under no circumstances shall the Lessee withhold or otherwise fail to provide to the Lessor or the Lessor's designee, any requested records relating to the revenues derived directly or indirectly from the use and operations of the Premises regardless if the information is deemed by the Lessee to be proprietary or otherwise confidential.

E) A new section 35 is created and added to the Lease. It shall read as follows:

35. Compliance with Public Records Law: It is acknowledged that the Lease is for the use of public property. The Lessee shall comply with all applicable federal, state and local laws, including the provisions of Chapter 119, Florida Statutes relating to public records. Lessee shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, F.S., prepared or received by DB in conjunction with this Lease.

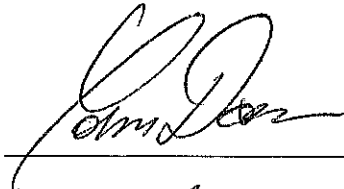
6. Ratification. Except as herein specifically modified, the Lease is hereby ratified and confirmed and shall remain in full force and effect.

7. Counterparts: Facsimile or .pdf Signature. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. For purposes of this Agreement, signatures to this Agreement transmitted by .pdf, electronic mail or other electronic means shall be treated as originals in all respects for purposes of this Agreement.

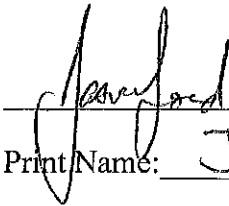
PPS 9/29/10

IN WITNESS WHEREOF, Gulf Coast Marine Life Center, Inc. and DB Entertainment Productions, LLC have caused this Agreement to be executed and sealed to be effective as of the day, month and year first above written.

Witnesses:




Print Name: Connor A Doran



Print Name: Jason Lord

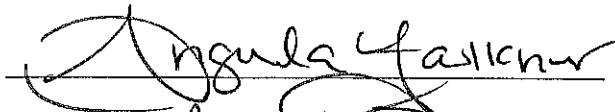
Original Lessee:

GULF COAST MARINE LIFE CENTER, INC., a Florida not-for-profit corporation

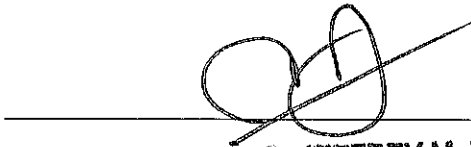
By: 

Patrick J. Barcus, CEO

Successor Lessee:

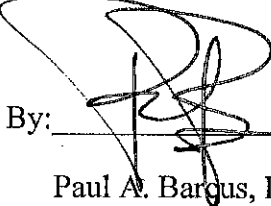


Print Name: Angela Faulkner



Print Name: C. JEFFREY McINNIS

DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company

By: 

Paul A. Barcus, President

PSB 9/22/16

Lessor:

Consented to and Acknowledged by:

BOARD OF COUNTY COMMISSIONERS

OKALOOSA COUNTY, FLORIDA

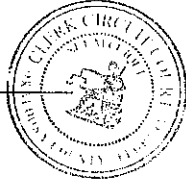
By: Caroleyn D. Ketchel
Vice Chair



Charles K. Windes, Jr., Chairman
medical leave

ATTEST:

Dany J. Stanford
J.D. PEACOCK, II
CLERK OF CIRCUIT COURT



PKS 9/20/15

ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF OKALOOSA

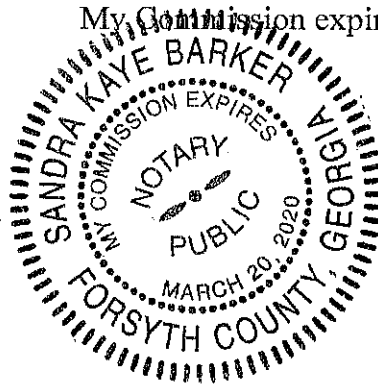
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Patrick J. Barcus as CEO of GULF COAST MARINE LIFE CENTER, INC., a Florida not-for-profit corporation, on behalf of the corporation, who under oath, deposes and says that he is authorized to execute contracts and lease assignment agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 24 day of September 2016, AD.

Sandra Kaye Barker

NOTARY PUBLIC

My Commission expires:



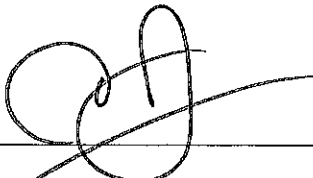
PSB 9/22/16

STATE OF FLORIDA

COUNTY OF OKALOOSA

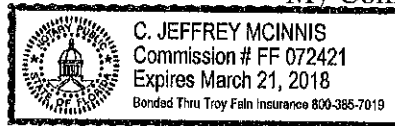
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Paul A. Barcus as President of DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company, on behalf of the company, who under oath, deposes and says that he is authorized to execute contracts and lease assignment agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 4th day of October, 2016, AD.



NOTARY PUBLIC C. JEFFREY MCINNIS

My Commission expires:



PLS 9/20/16

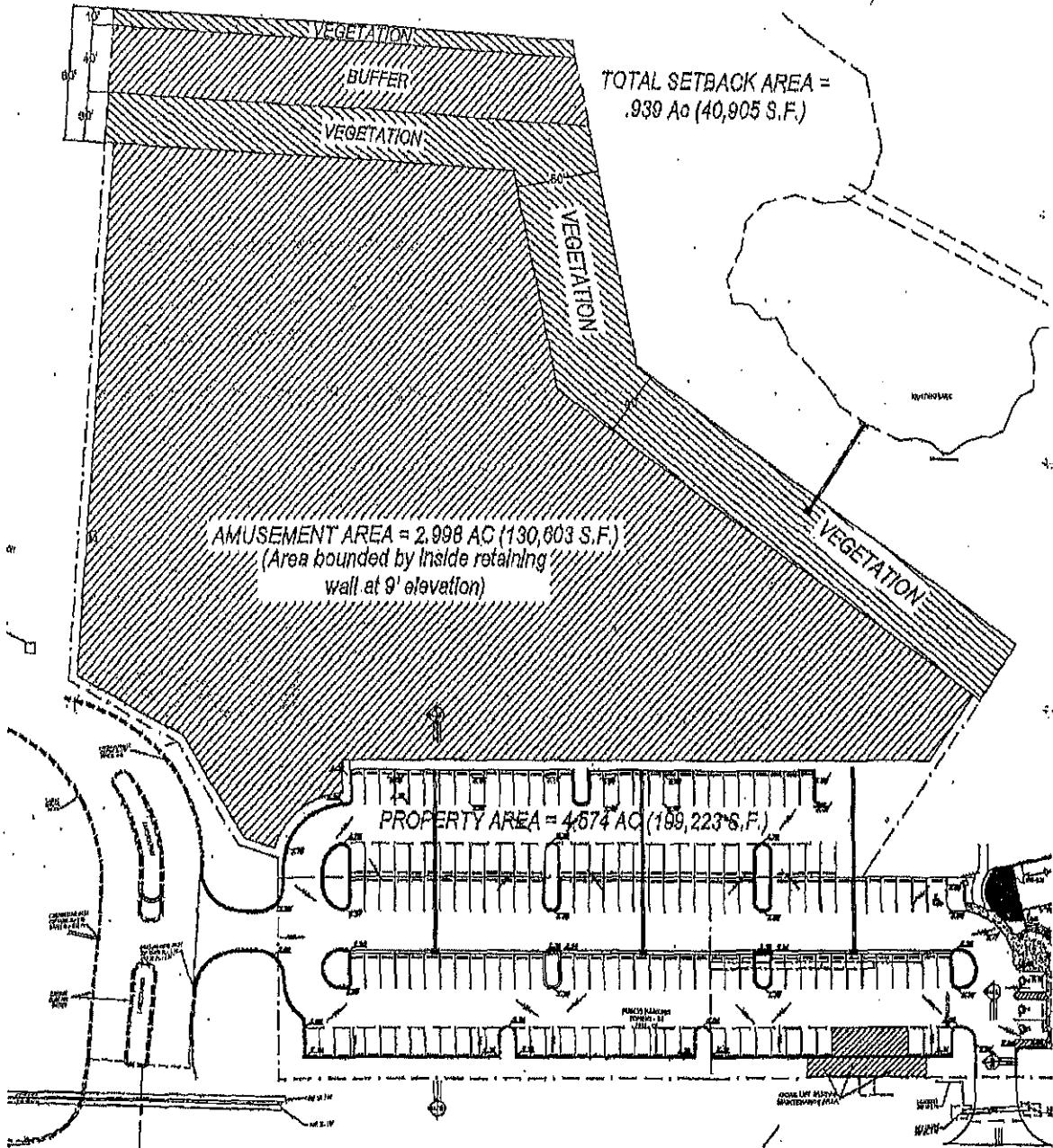
EXHIBIT "A"

Description – New

Commencing at an Iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.65 feet along said Northerly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet to the Point of Beginning; thence South 85 degrees 52 minutes 00 seconds East 89.87 feet; thence North 38 degrees 08 minutes 24 seconds East 168.32 feet; thence North 49 degrees 30 minutes 34 seconds West 280.26 feet; thence North 06 degrees 49 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 16 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 55 degrees 53 minutes 17 seconds East 74.53 feet; thence South 26 degrees 20 minutes 23 seconds East 71.38 feet; thence South 66 degrees 36 minutes 11 seconds East 24.08 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.57 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

Jan 9/2016

EXHIBIT "B"



pas 9/20/66

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/27/2016

Contract/Lease Control #: L12-0394-PW

Bid #: BCC 09-12

Contract/Lease Type: REVENUE

Award To/Lessee: GULF COAST MARINE LIFE CENTER, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/21/2012

Expiration Date: 08/21/2022 (AUTO RENEWAL FOR 2 CONSESECUTIVE PERIODS OF 10 YEARS THRU 2042)

Description of Contract/Lease: DEVELOPMENT & MANAGEMENT OF 4.4 +/- ACRE PARCEL ON OKALOOSA ISLAND (GULF MARINE LIFE CENTER)

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5770

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

Closed: _____

Cc: Finance Department Contracts & Grants Office

LEASE # L12-0394-PW
GULF COAST MARINE LIFE CENTER, INC.
DEVELOPMENT OF 4.4+/- ACRE PARCEL
ON OKALOOSA ISLAND
EXPIRES: 08/21/2022

ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT OF LEASE

THIS ASSIGNMENT, ASSUMPTION AND FIRST AMENDMENT OF LEASE ("Agreement") is entered into to be effective as of the 20 day of September 2016 by and between GULF COAST MARINE LIFE CENTER, INC., a Florida not-for-profit corporation f/k/a Aquagreen, Inc., a Florida not-for-profit corporation whose address is 155 Crystal Beach Drive, Ste. 101, Destin, FL 32548 ("hereinafter referred to as "Gulf Coast") and DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company whose address is 1306 Miracle Strip Parkway, SE Fort Walton Beach, Florida 32548 (hereinafter referred to as "DB") and Okaloosa County, a political subdivision of the State of Florida whose address is 1759 Ferdon Blvd. Crestview, FL 32539 (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS, Aquagreen, Inc., d/b/a Gulf Coast Marine Life Center entered into that certain Lease Agreement with Lessor effective as of August 21, 2012, (the "Lease") for the vacant real property (the "Premises") located at 105 Santa Rosa Blvd., Fort Walton Beach, Florida 32548, and more particularly described and depicted on Exhibit "A", attached hereto; and

WHEREAS, Aquagreen, Inc., d/b/a Gulf Coast Marine Life Center desires to assign the Lease for the Premises to DB, such that DB will become successor in interest to the leasehold interest of Gulf Coast; and

WHEREAS, Aquagreen, Inc. did file a corporate name change with the Florida Secretary of State, Division of Corporations on March 26, 2013, changing its corporate name to Gulf Coast Marine Life Center, Inc.; and

WHEREAS, DB has agreed to assume the Lease to therefore reflect DB as Lessee, as particularly hereinafter set forth herein; and

WHEREAS, Lessor and DB desire to amend certain provisions of the Lease subsequent to its assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and the premises, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY Mary K. Carter
DEPUTY CLERK

DATE Sept 26, 2016



1. Defined Terms. Whenever defined terms and words of art are used herein, as indicated by the initial capitalization thereof, such defined words and terms of art, if not defined herein, shall have the same meanings ascribed thereto in the Lease.

2. Assignment and Assumption of Lease. Gulf Coast does hereby assign and transfer all of Gulf Coast's interest in the Lease to DB and DB does hereby assume Gulf Coast's obligations under the Lease effective on and after the date first set forth above.

3. Acknowledgement and Consent to Transfer and Attornment. Lessor hereby acknowledges and consents to the transfer of the Premises and the Lease from Gulf Coast to DB. The parties agree that DB under the Lease shall hereinafter be the successor lessee and Gulf Coast agrees to attorn to DB under the Lease.

4. Representative. The authorized representative for DB shall be:

Paul A. Barcus, President

DB ENTERTAINMENT PRODUCTIONS, LLC

1306 Miracle Strip Parkway SE

Fort Walton Beach, Florida 32548

paulbarcus@gmail.com

(404) 323-9876

5. Lease Amendments; Lessor and DB do hereby amend the Lease as follows:

A) Section 3 of the Lease entitled "Rent" shall be replaced in its entirety with the following provision:

RENT: Lessee covenants and agrees to pay as rent for leasing the Premises, the greater of:

a) \$78,650.00, which was the base rent, as previously adjusted according to the terms of the Lease for C.P.I., paid by Lessee for the 2015 lease year, per annum in advance annually, which rent shall be adjusted annually, beginning with the 2016 lease year, to reflect the increase in the Consumer Price Index. The rent shall be adjusted annually on its anniversary date to reflect the cost of living adjustment. All Urban Consumers for all items U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 1 - (CPI-U). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., parties hereby agree to substitute another equally authoritative measure to change in the purchasing power of the U.S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term and shall be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the current year's lease fee ("Base Rent").

OR

b) Three percent (3%) of annual gross receipts from all income sources under the Lease. Within sixty (60) days after the end of each lease year, the Lessee shall provide to the Lessor a report prepared by a certified public accountant certifying the Lessee's gross receipts from the prior year's operations under the Lease. If Three percent (3%) of the certified gross receipts exceeds Base Rent, then the Lessee shall remit the excess amount to Lessor within thirty (30) days of delivery of the certified report.

c) As additional rent or consideration, Lessee covenants and agrees to pay Lessor any State sales tax due on the rent paid to Lessor or upon any other requirement of this Lease, including any interest and penalties that may be assessed on that amount, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, or County law, or Ordinance.

The term "gross receipts" as used herein shall mean all receipts from sales of merchandise and charges for services at, in or supplied or ordered from the Premises whether for cash or credit, including all sales and services of any licensees or concessionaries of Lessee operating on the Premises, but gross receipts shall include only the amount actually received by Lessee from sales and services or any cigarettes, photography, vending machines or coin operated concession or any concessions or licenses for other incidental services or facilities at the Premises. All sales originally made at the Premises, and all services originally contracted for at the Premises, shall be considered as made and completed therein, even though payment may be transferred to some other place for collection, and even though delivery of merchandise or services be made from or at a place other than the Premises. Gross receipts shall not include:

- a. Sums received as an agent or collecting medium for any unaffiliated or unrelated entity or any governmental authority including, but not limited to, (i) sales, excise and similar taxes paid by patrons, and (ii) music or entertainment charges which are remitted by Lessee, as an agent or collecting medium, to bands or entertainers or agencies for bands or entertainers. Actual receipts in payment of bills for sales or services on credit, the charge for which is included in the foregoing definition of gross receipts.
- b. Refunds or credits to patrons for returned merchandise.
- c. Cash register "over-rings", i.e., mistakes.
- d. Transfers of merchandise from the Premises, and not representing sales from the Premises, to their locations at which any parent, subsidiary or affiliate of Lessee conducts business.
- e. Net charges paid by Lessee to credit card companies (such as American Express Company) on credit card sales.
- f. Sales of any Lessee's chattels, fixtures or equipment.

B) Section 4 of the Lease entitled "Use of Premises" shall be replaced in its entirety with the following provision:

4. Use of Premises: DB shall use the Premises for the expansion of the adjacent Wild Willy's Adventure Zone park purposes as outlined in that tenant's original response to the Lessor's RFP# BCC 09-12 onto the Premises, and will not use or permit the use of the Premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.

C) Section 26 of the Lease entitled "Construction" shall be amended to require DB to have Phase One of its project completed and operational within one (1) year of the execution of this Agreement by Lessor with the remaining phase(s) of the project completed and operational within two (2) years of the said Agreement execution date.

The following provision shall be added to Section 26: Additional Development Standards: The development and construction on the Premises shall be completed in compliance with all applicable codes and regulations including but not limited to the Florida Building Code, County Land Development Code, and applicable fire protection codes and, in order to provide additional environmental protections for the contiguous Veterans Park, the following enhanced development standards:

a) A conservation buffer shall be maintained along the Northern and Northeastern boundaries of the Premises with the dimensions of said buffer being those as depicted in the diagram attached hereto as Exhibit "B". No buildings or other structures are allowed to be built in the conservation buffer. A portion of the conservation buffer, as depicted in Exhibit "B", shall be planted as a vegetative conservation buffer by the Lessee at its sole cost and expense. The conservation buffer areas may be comprised of a combination of planted vegetation, vacant land area and/or storm water retention areas. The area shown as "vegetation" on Exhibit "B" shall not be used for storm water retention, and shall be planted with native plant species sufficient to ensure a minimum of 80% opacity between the height of four feet (4') and twenty feet (20') at time of installation.

b) All pole based lighting shall be energy efficient, LED lighting to reduce leakage, will have recessed luminaires, and shall be shielded to allow Lessee to precisely direct the light to a specific area, and avoid illumination of areas for which such is not desired, most particularly the wading bird rookery area.

c) Any amusement ride with go-karts as a feature will use environmentally friendly electric powered go-karts to reduce noise, while also eliminating harmful carbon-monoxide (CO) emissions to the environment. This also eliminates the need for oil and gas to be stored on site.

d) Any amusement ride with bumper boats as a feature will use environmentally friendly electric powered bumper boats to reduce noise, while also eliminating harmful carbon-

monoxide (CO) emissions to the environment. This also eliminates the need for oil and gas to be stored on site.

e) Lessee will coordinate with Okaloosa County Public Works Department to implement recommendations from the US Fish and Wildlife and the Florida Fish and Wildlife Conservation Commission regarding construction and development on the Premises adjacent to Veterans Park, and in particular the wading bird rookery area.

D) A new section 34 is created and added to the Lease. It shall read as follows:

34. Maintenance and Examination of Lessee's Records: Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the Premises, (ii) the gross revenue derived indirectly from the use of the Premises, and (iii) all other gross revenue derived from the Lessee's operations on the Premises. Lessee shall secure, maintain and keep all records for the entire term of this Lease plus three (3) additional years. Lessor shall have the right from time to time, at its sole expense, to audit the compliance by the Lessee with the terms and conditions of this Lease and such right shall extend for three (3) years after termination or expiration of this Lease. Under no circumstances shall the Lessee withhold or otherwise fail to provide to the Lessor or the Lessor's designee, any requested records relating to the revenues derived directly or indirectly from the use and operations of the Premises regardless if the information is deemed by the Lessee to be proprietary or otherwise confidential.

E) A new section 35 is created and added to the Lease. It shall read as follows:

35. Compliance with Public Records Law: It is acknowledged that the Lease is for the use of public property. The Lessee shall comply with all applicable federal, state and local laws, including the provisions of Chapter 119, Florida Statutes relating to public records. Lessee shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, F.S., prepared or received by DB in conjunction with this Lease.

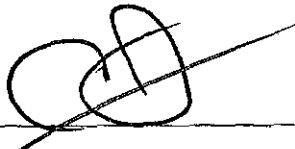
6. Ratification. Except as herein specifically modified, the Lease is hereby ratified and confirmed and shall remain in full force and effect.

7. Counterparts: Facsimile or .pdf Signature. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. For purposes of this Agreement, signatures to this Agreement transmitted by pdf, electronic mail or other electronic means shall be treated as originals in all respects for purposes of this Agreement.

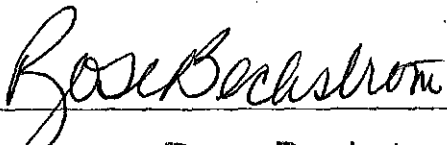
IN WITNESS WHEREOF, Gulf Coast Marine Life Center, Inc. and DB Entertainment Productions, LLC have caused this Agreement to be executed and sealed to be effective as of the day, month and year first above written.

Witnesses:

Original Lessee:

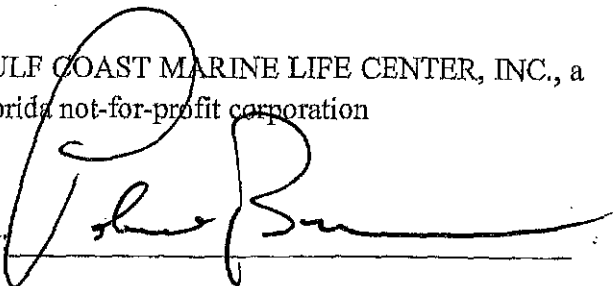


Print Name: C. JEFFREY McINNIS




Print Name: Rose Beckstrom

GULF COAST MARINE LIFE CENTER, INC., a
Florida not-for-profit corporation

By: 

Patrick J. Barcus, CEO

Successor Lessee:

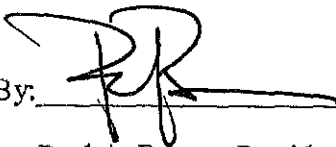


Print Name: C. JEFFREY McINNIS



Print Name: Bonnie McLovich

DB ENTERTAINMENT PRODUCTIONS, LLC,
a Florida limited liability company

By: 

Paul A. Barcus, President

Lessor:

Consented to and Acknowledged by:

BOARD OF COUNTY COMMISSIONERS

OKALOOSA COUNTY, FLORIDA

By: Charles K. Windes, Jr.

Charles K. Windes, Jr., Chairman



ATTEST:

Jerry J. Stafford

J.D. PEACOCK, II

CLERK OF CIRCUIT COURT

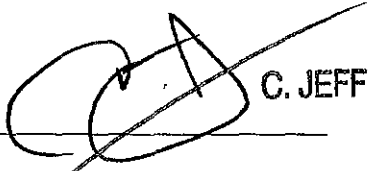


STATE OF FLORIDA

COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Paul A. Barcus as President of DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company, on behalf of the company, who under oath, deposes and says that he is authorized to execute contracts and lease assignment agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 19th day of SEPTEMBER 2016, AD.


C. JEFFREY MCINNIS

NOTARY PUBLIC

My Commission expires:

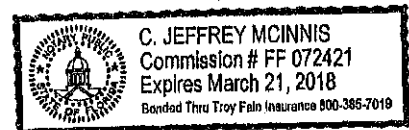


EXHIBIT "A"

Description – New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.65 feet along said Northerly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet to the Point of Beginning; thence South 85 degrees 52 minutes 00 seconds East 89.87 feet; thence North 38 degrees 08 minutes 24 seconds East 168.32 feet; thence North 49 degrees 30 minutes 34 seconds West 280.26 feet; thence North 06 degrees 49 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 16 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 55 degrees 53 minutes 17 seconds East 74.53 feet; thence South 26 degrees 20 minutes 23 seconds East 71.38 feet; thence South 66 degrees 36 minutes 11 seconds East 24.08 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.57 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.

EXHIBIT "B"

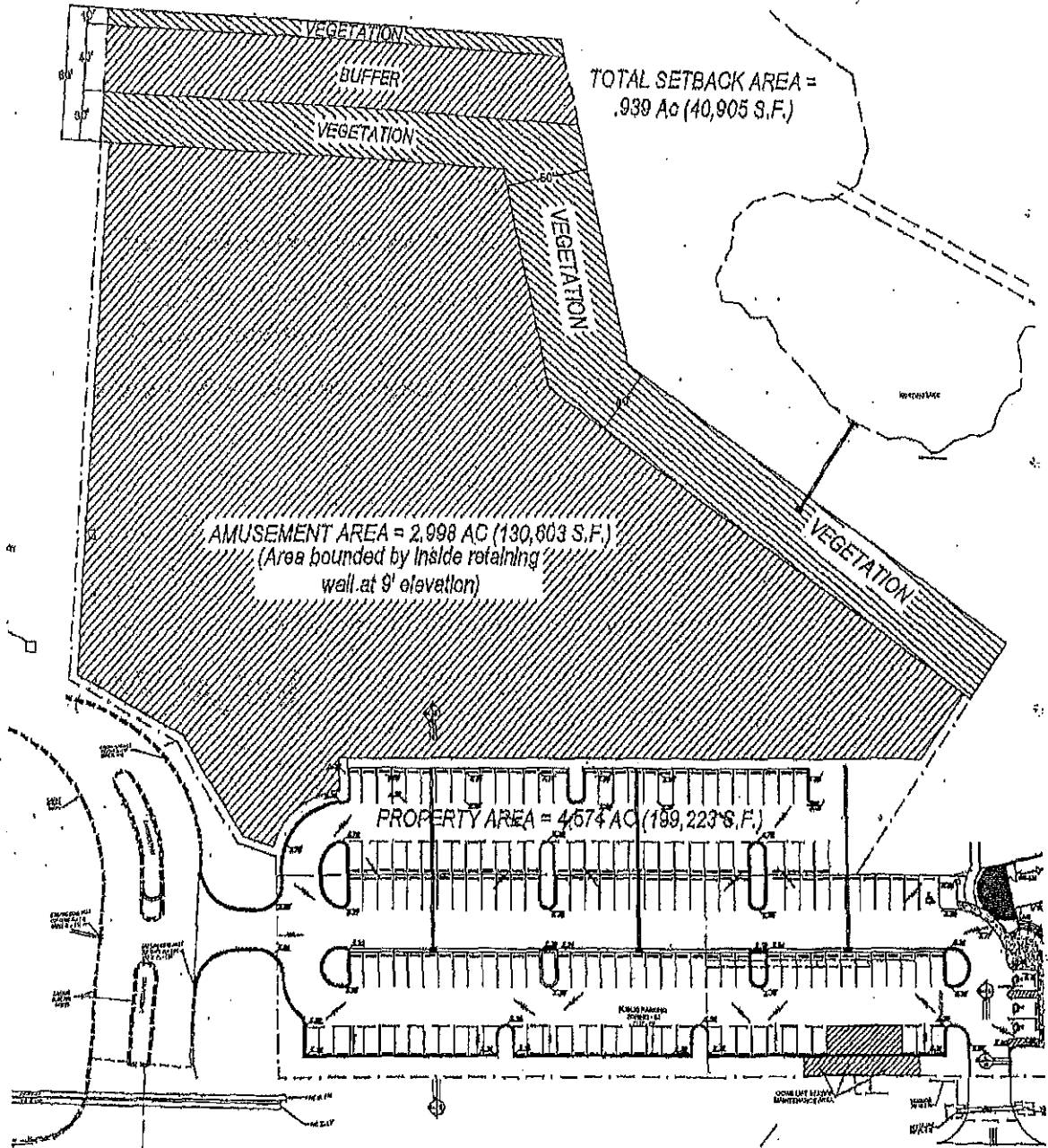


EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: August 21, 2012

Contract/Lease Control #: #L12-0394-PW

Bid #: BCC 09-12 Contract/Lease Type: REVENUE AMOUNT: \$75,000, ANNUALLY

Award To/Lessee: AQUAGREEN, INC. D/B/A GULF COAST MARINE LIFE CENTER

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 08/21/2012

Expiration Date: 08/21/2022 (Automatic renewal for 2 consecutive periods of 10 years thru 2042)

Description of Contract/Lease: DEVELOPMENT AND MANAGEMENT OF 4.4 +/- ACRE PARCEL ON OKLAOOSA ISLAND (GULF COAST MARINE LIFE CENTER)

Department Manager: PW

Department Monitor: HOFSTAD

Monitor's Telephone #: 689-5770

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

Date Closed: _____

REMARKS:

Cc: Finance Dept Contracts & Grants Division

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L12-0394-PW Tracking Number: 469-12

Contractor/Lessee Name: Agua Green dba Gulf Coast Marine Life Center

Purpose: Development of 4.4 Acres Parcel on Okaloosa Island

Date/Term: 8/21/2022 w/2, 10 yr consecutive Renewal Terms

Amount: \$75,000.00 Annual

Department: Public Works

Dept. Monitor Name: J. Hofstad

1. Revenue GREATER THAN \$50,000

2. GREATER THAN \$25,001

3. \$25,000 OR LESS

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts & Lease Coordinator

Date: 8/23/12

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

BCC Approved 7/17/12

Date: _____

County Attorney Review

Approved as written:

Approved via e-mail
County Attorney

BCC Approved 7/17/12

Date: _____

Following Okaloosa County approval:

Contract & Grant

Document has been received:

[Signature]
Contracts & Grants Manager

Date: _____

Jack Allen

From: John Dowd
Sent: Tuesday, July 24, 2012 12:32 PM
To: John Dowd; Richard Brannon
Cc: Jack Allen
Subject: RE: Island leases

Richard:

You can email them. If I make any changes, I will underline and strike. I will also call you to discuss before I do.

Thanks,

John

From: John Dowd
Sent: Monday, July 23, 2012 1:31 PM
To: Richard Brannon
Cc: Jack Allen
Subject: RE: Island leases

Please do. It will also give you that added level of comfort.

Thanks,

John

From: Richard Brannon
Sent: Monday, July 23, 2012 10:18 AM
To: John Dowd
Cc: Jack Allen
Subject: Island leases

Do you wish to review the two lease agreements with the Board directed changes before we send them for signatures? I can email both if you wish to.

Richard Brannon CPPB FCCM
Purchasing Director
Okaloosa County Board of County Commissioners
602 C North Pearl Street
Crestview, Florida 32536
850-689-5960
rbrannon@co.okaloosa.fl.us

*Jack Allen, CPPB
Purchasing Services Manager
Okaloosa County, FL
850-689-5960*

NOTICE OF AWARD

TO: **AQUAGREEN INC. D/B/A GULF COAST MARINE LIFE CENTER
CHARLES FULLER, DIRECTOR OF BUSINESS OPERATIONS
1320 MIRACLE STRIP PKWY, #4
FT. WALTON BEACH FL 32548**

PROJECT

DESCRIPTION: LEASE OF OKALOOSA COUNTY PROPERTY (RFP #BCC 09-12)

The **OWNER** has considered the **PROPOSAL** submitted by you for the above-described **WORK** in response to its Advertisement for Bids dated **May 4, 2012** and Information for Bidders.

You are hereby notified that your **PROPOSAL** has been accepted for items in the amounts specified within your proposal.

You are required by the Instructions to Proposers to execute the Agreement (4 copies) and furnish the required ~~Performance Bond, Payment Bond,~~ and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you. *8/9/12* *8/21/12*

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **PROPOSAL** as abandoned and as a forfeiture of your **PROPOSAL Check**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this 30 day of JULY, 2012.

OWNER - OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: *Richard L Brannon* TITLE Purchasing Director
Richard L Brannon

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: *[Signature]* as Director

This the 9th day of August, 2012.

BY: *Charles W. Fuller*

Title: *Director*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/12

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

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

PRODUCER Lighthouse Insurance Agency P.O. Box 279 Niceville, FL 32588-0279 Ronald F Corbin	850-729-7291	CONTACT NAME: Kathy Warson	
	850-729-3697	PHONE (A/C, No, Ext): 850-729-7291	FAX (A/C, No): 850-729-3697
		E-MAIL ADDRESS: kwarson.light05@insuremail.net	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Southern Owners Insurance Co.			10190
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

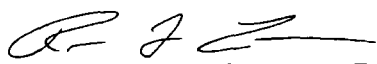
INSURED
AquaGreen, Inc
DBA Gulf Coast Marine Life Ctr
PO Box 28105
Panama City, FL 32411

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		012982116	08/08/12	08/08/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			012982116	08/08/12	08/08/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
		\$					
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following certificate holder is named as additional insured with respect to the land located at 1306 Miracle Strip Pkwy Ft Walton Beach, FL 32548

CERTIFICATE HOLDER OKALCO2 Okaloosa County Board of County Commissioners 602 C N Pearl St 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 AGREEMENT

The undersigned, hereinafter referred to as Lessee, does hereby offer to lease the below described property under the terms and conditions as follows:

PUBLIC PROPERTY LEASE

This Lease is made and executed in duplicate by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called Lessor, and **Aquagreen Inc d/b/a Gulf Coast Marine Life Center, 1320 Miracle Strip Parkway, St. #4, Ft. Walton Beach FL 32548** herein called Lessee.

1. DESCRIPTION OF PREMISES-EXCEPTIONS: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, its interest in the real property and improvements located thereon as described as follows:

As per Exhibit A attached hereto.

Lessee further specifically acknowledges that it has researched the title to the above described property and that it is only leasing the interests of Lessor in said tract subject to all outstanding interests, restrictions or encumbrances of record, and that Lessor does not warrant title or any specific interest in the same.

Lessee further acknowledges that portions of the above described property are utilized for retention ponds, and Lessee agrees that it shall not interrupt or disturb the utilization of the same by Lessor for said purpose or aggravate the drainage system for the parcel of property or adjoining properties. Lessee has inspected the aforesaid property and leases the same in an "as is" condition.

Lessee is aware of the fact that a portion of the property is utilized for the Convention Center and its parking and covenants not to disturb or otherwise interfere with the continued utilization thereof.

2. TERM: The term of this lease is ten (10) years commencing on the date of execution hereof by Lessor. This Lease shall automatically renew for two (2) additional consecutive periods of ten (10) years each, unless the Lessee provides not less than sixty (60) days written notice to Lessor prior to the expiration date of the then expiring term of this lease of its intent to terminate this Lease. At the end of the thirtieth (30th) lease year, this Lease may be renewed for two (2) additional consecutive periods of ten (10) years each if agreed to in writing by both parties.
3. RENT: Lessee covenants and agrees to pay as rent for leasing the attached premises Seventy-five thousand dollars (\$75,000.00) per annum in advance annually, with the first such payment being due within ninety (90) days of the effective date of this Lease. The rent shall be adjusted annually thereafter to reflect the increase in the Consumer Price Index. The rent shall be adjusted

annually on its anniversary date to reflect the cost of living adjustment. All Urban Consumers for all items – U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84 = 1 – (C"CPI-U"). In the event the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereby agree to substitute another equally authoritative measure to change in the purchasing power of the U. S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term and shall be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the current year's lease fee. As additional rent or consideration, Lessee covenants and agrees to pay any State sales or other tax of any nature or kind on the rent or other consideration paid to Lessor, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, of County law, or Ordinance.

4. USE OF PREMISES: Lessee shall submit a proposed plan of development of the property with this bid, which plan shall constitute a part of this Lease (attached). Lessee agrees to restrict the use of the premises to the purposes proposed in the said plan and in its response to the Lessor's RFB #BCC 09-12, and not to use, or permit the use of the premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.
5. COMPLIANCE WITH LAW: During the continuance of this Lease, the leased premises shall not be used for any purpose or construction shall not be commenced or pursued in violation of any federal, state, county or local statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statute, ordinance, regulations, orders or directives now exist or may hereafter provide, concerning the use and safety of the premises or the construction thereon.
6. LESSEE'S RIGHTS AS TO SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its activities on the premises. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the premises by the erection, existence, or removal of such signs. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense if requested to do so by Lessor.
7. RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS: Lessee shall not improve or alter the demised premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefore to Lessor for its approval, including a proposed time schedule for completion. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the demised premises shall on expiration or sooner termination of this Lease belong to Lessor without compensation to Lessee. However, Lessor shall have the option, to be exercised on expiration or sooner termination of this lease,

to require Lessee to remove any or all such improvements or alterations. If upon termination or expiration of this Lease, Lessee is not in default, Lessee shall have the right to remove from the leased premises any equipment or trade fixtures that can be removed without damage to the leased premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same).

8. DUTY TO MAINTAIN PREMISES IN GENERAL: Lessee agrees, at its own expense, to maintain the leased premises and appurtenances thereto in good condition and repair. Lessee agrees to keep the grounds in a clean and orderly condition at all times, this requirement being essential to the continued validity of this Lease.
9. SECURITY: Lessee agrees to provide at its own expense adequate security guards or personnel to protect its own interests as well as the visitors and patrons of the property hereby leased.
10. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this Lease, or any interest herein, or sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and its agents and employees to use the premises or any part of them, without first obtaining Lessor's written consent thereto. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent. Lessee shall keep a current list of all its stockholders or partners filed with Lessor.
11. UTILITIES: Lessee shall at Lessee's expense, pay for all water, gas, electric power and all other utilities required on the leased premises as related to Lessee's operation from and after the commencement of the term hereof.
12. OPENING & CLOSING TIMES: Lessee shall keep the property open at all times specified in its plan for development which is attached hereto, unless the written consent of Lessor is obtained to close the same during certain periods of time.
13. INSURANCE REQUIREMENTS: Lessee shall procure and maintain in force during the term of this Lease and any extension hereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in the amounts specified in the Bid Specifications (BCC 09-12), or such other amount as may be required by Subsection (5) of Florida Statutes Section 768.28 (1991) as may be amended from time to time, whichever amount is greater. Such insurance policy shall name Okaloosa County as an additional insured, and shall insure any liability which Okaloosa County may have. In addition, Lessee shall procure and maintain Workmen's Compensation Insurance as required by Florida Statutes. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a

written obligation from the Insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension hereof, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as additional rent at the next annual rental payment.

14. RESTRICTION AGAINST MECHANICS' LIENS CONSENT OF LESSOR NOT GIVEN: Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving Lessee the right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof.

15. LEASE BREACHED BY LESSEE'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for the benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease.

16. LESSOR'S REMEDIES ON LESSEE'S BREACH: If Lessee breaches this Lease and fails to cure the breach after thirty (30) days written notice from Lessor or, if the breach cannot be cured within thirty (30) days, if Lessee fails to initiate actions to cure the breach and continue in good faith to complete the cure as soon as reasonably possible. Lessor shall have the following remedies in addition to his other rights and remedies as provided by law in such event.
 - a. Reentry: Lessor may reenter the premises immediately, and remove all Lessee's personnel and property there from. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.

 - b. Termination: After reentry, Lessor may terminate this Lease on giving 15 days' written notice of such termination to Lessee.

Lessor may recover from Lessee on terminating this Lease for Lessee's breach all damages proximately resulting from the breach, including but not limited to the cost of recovering the premises, and the worth of the balance of this Lease over the reasonable rental value of the premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

- c. Appointment of Receiver: After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits the receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee therefor. Proceedings for the appointment of a receiver by Lessor, or the appointment of a receiver and the conducting by him of Lessee's business shall not terminate this Lease unless Lessor has given written notice of such termination as provided herein.
17. LESSEE TO PAY LESSOR'S ATTORNEYS' FEES: If Lessor files an action to enforce any covenant of this Lease, or for breach of any covenant herein, Lessee agrees to pay Lessor's reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the Court.
18. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be Chairman, Board of County Commissioners, Okaloosa County Courthouse, Crestview, Florida 32536. Notices to Lessee shall be to the address first above given, or may be to Lessee at the premises leased.
19. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of a breach of any one covenant or condition of this Lease shall not be deemed a waiver of a breach of others, or of a subsequent breach of the one waived.
20. LEASE APPLICABLE TO SUCCESSORS: This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
21. TIME OF ESSENCE: Time is of the essence of this Lease.
22. DAMAGE OR DESTRUCTION BY FIRE, WAR OR ACTS OF GOD: If the premises leased herein are destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake) to such an extent that they are rendered untenable in whole or in substantial part, Lessee has the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option to continue this Lease for the remainder of its term upon completion of construction or repairs, with the rent to be abated from the date of damage or destruction to the date of the next commercial utilization of the premises by opening all or any portion of the

operations to the general public. Lessee shall give Lessor notice of its intent to repair or rebuild within 30 days from the date of damage or destruction, otherwise this Lease shall terminate be null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this Lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within 18 months from the date of destruction or damage. If not completed within 18 months, Lessee shall recommence paying the rental as herein provided.

23. CASUALTY INSURANCE: Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against loss or damage by fire, lightning, rising water, windstorm, hail, explosion, riot, and smoke damage under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the buildings and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such buildings or improvements. In case of the work of reconstruction or repair being approved by Lessor and being started promptly and prosecuted with reasonable dispatch, and there being no default on the part of Lessee in the performance and observance of the covenants hereof, the Lessor shall, from the amounts received on such policies and as far as is necessary, pay out the amount or amounts so received on the estimates of any responsible architect having supervision of such construction or repair and certifying that the amount of such estimate is being applied to the payment of the reasonable cost of such construction. However, in case of a plan of reconstruction being adopted which will require an expenditure of an amount in excess of the amount held by the Lessor, the Lessor may withhold such payments until such time as it is made to appear to its satisfaction that any amount necessary to provide for such reconstruction or repair, according to the plan adopted, in excess of the amount held by the Lessor has been provided for by Lessee and its application for such purposes assured. Any amount remaining in the hands of the Lessor from such source after the restoration or reconstruction of any buildings or improvements as herein required shall, if there is at the time no default on the part of Lessee in the performance of the covenants hereof, be paid to Lessee.

In case Lessee elects to rebuild or repair and does not begin the reconstruction or repair of any such building within a period of 6 months after such destruction or damage by casualty and does not thereafter

prosecute the same with such dispatch as would be necessary, in case of the entire reconstruction of the buildings or improvements, to effect completion of the same within a period of eighteen (18) months thereafter, then the amount so received by the Lessor or any balance remaining in its hands, shall be retained as security for the performance and observance by Lessee of the covenants hereof. In this event, no part thereof shall be paid to Lessee or for reconstruction except with the consent of Lessor and after a restoration of the buildings or improvements, it being the option of Lessor in the meantime to terminate this lease on account of such default and retain such amount as liquidated damages resulting to it from the failure of Lessee to promptly and within a reasonable time complete such work or reconstruction or repair.

24. INDEMNITY & HOLD HARMLESS: Lessee agrees to and shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind including the negligence of Lessor, including reasonable counsel fees by or on behalf of any person or entity arising directly or indirectly out of either (1) a failure by Lessee to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises, or equipment, materials, or alterations of buildings or improvements thereon.
25. RESTRICTIVE COVENANTS: Lessee is aware of the restrictive covenants adopted by the Okaloosa Island Authority that requires that the property be used for public park and other recreational activities/purposes, and covenants not to allow any concessions or other uses of the property that are not consistent with that utilization. Lessee covenants and agrees to abide by and comply with the restrictive covenants applicable to the property hereby leased.
26. CONSTRUCTION: Lessee agrees that they agree to commence construction within a two (2) year period beginning upon the date of execution of this lease by the County. The Lessee also agrees to have their construction project completed and operational within a four (4) year period beginning from execution of this Lease by the County. Failure to comply with the above can and will result in cancellation of the lease with 90-day written notice. Lessee shall obtain all requisite Federal, State and Local permits and approvals as may be required for construction on the Leased Property.
27. FINANCIAL ASSURANCE: Lessee agrees to provide the County, in writing, a letter showing proposed funding, letters of credit, or financial support indicating the financial ability to facilitate this project. This information is to be provided the County within 90 days after issuance of the Notice to Award.

28. REPRESENTATIVES: The authorized representative for the County shall be:

John Hofstad, Public Works Director
1759 S. Ferdon Blvd.
Crestview FL 32539
850-689-5772 / 850-689-5786 (F)
jhofstad@co.okaloosa.fl.us

- REPRESENTATIVES: The authorized representative for Aquagreen shall be:

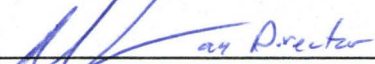
Aquagreen Inc. d/b/a Gulf Coast Marine Life Center
Charles Fuller, Director of Business Operations
1320 Miracle Strip Parkway #4
Ft. Walton Beach FL 32548
850-249-1885 / 850-249-1884 (F)
cfuller@aquagreen.com

29. A Boundary Survey must be obtained by the Lessee prior to the start of construction.
30. PROPERTY MAINTENANCE: Lessee assumes the financial responsibility for the landscape maintenance and improvements of the remaining undeveloped areas contiguous to the 4.7 acre site. Lessee will make sure that the remaining undeveloped areas are maintained by contracting with a landscaping company to provide lawn care, defined as cutting and fertilizing the grass. Maintenance shall be done in accordance with polices & standards as established in the discretion of the Okaloosa County Public Works Department (a copy of the County Parks Grounds Maintenance Standards are attached hereto and made a part hereof as Exhibit "D"). The lessee will provide an annual report of maintenance to be provided to the Public Works Department.
31. Lessee will assure that the operation shall be conducted in a manner such there shall be no emission of dust, fumes, or odors discernible to anyone standing beyond the bounds of the property on which the facilities are located. Further, there shall be no discharge of untreated wastes onto the ground, or into the atmosphere. There shall be no discharge of wastes into Choctawhatchee Bay or any other surface or groundwater.
32. The Lessee's proposal and the Request for Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement. In the event of any conflict between the terms and conditions of the Lessee's proposal and the Request for Proposal and this Lease, the terms and the conditions of this Lease shall prevail.

33. Lessee will make a concerted effort to arrange release of fish and shellfish in local area waters and publicize when done.

IN WITNESS WHEREOF Lessee has executed this Lease and Offer to Lease on this the 21st day of August.

LESSEE



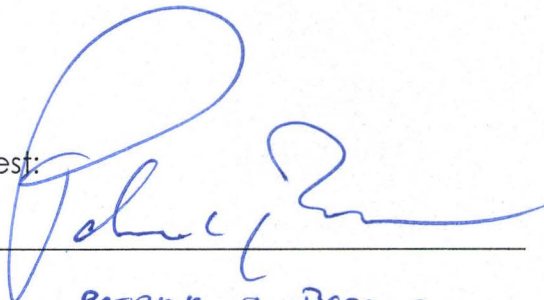
as Director
Aquagreen, Inc. d/b/a Gulf
Coast Marine Life Center

(Corporate or Other Seal)

Charles W. Fuller

(Name Print) – President

Attest:

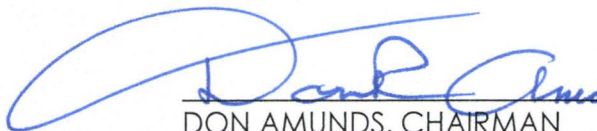


PATRICK J. BARCOS


(Name Print) – ~~Secretary~~ Director

LESSOR

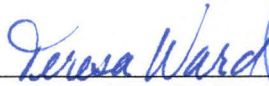
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA




DON AMUNDS, CHAIRMAN



ATTEST:



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



ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 9th day of August, 2012, AD.

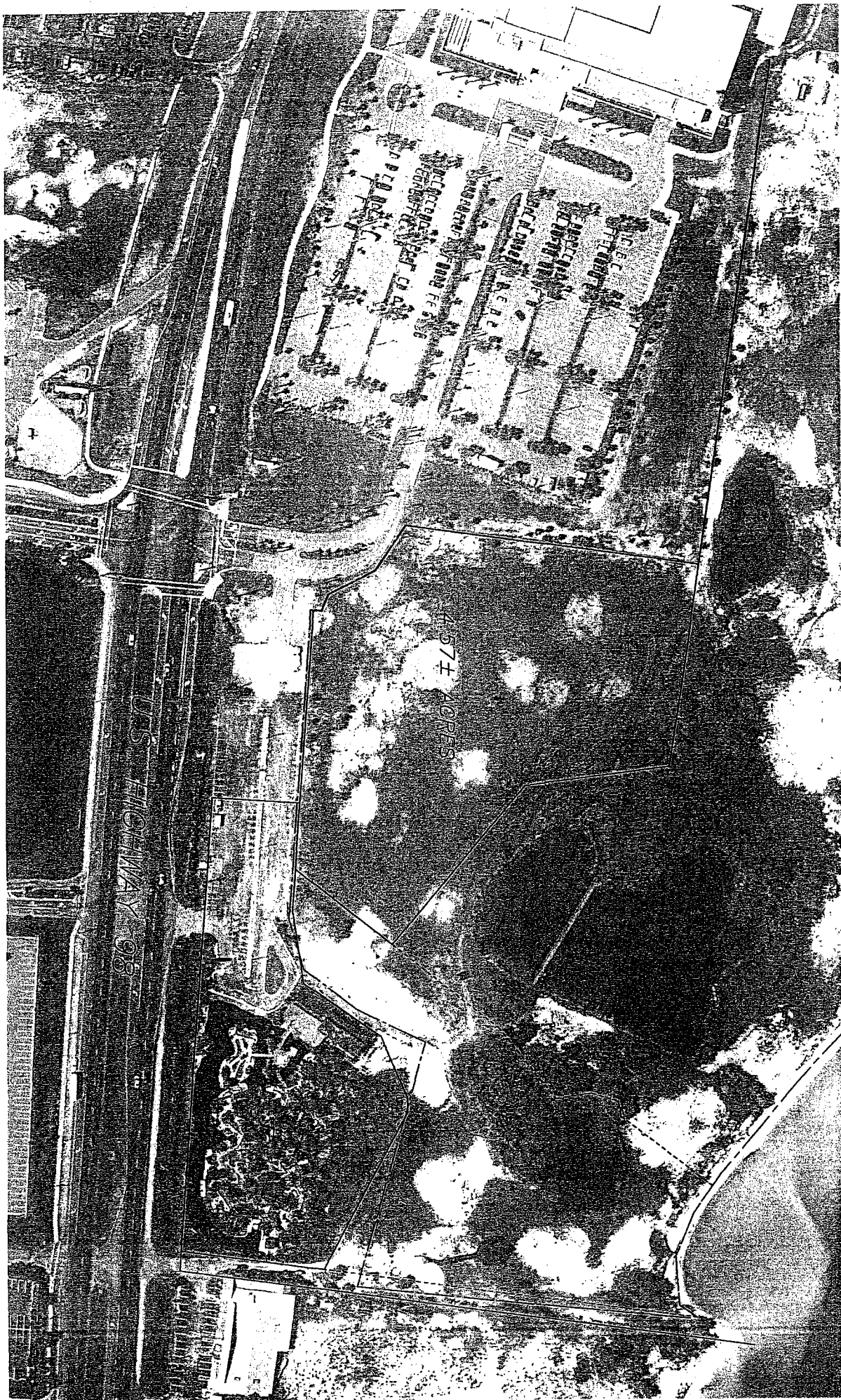


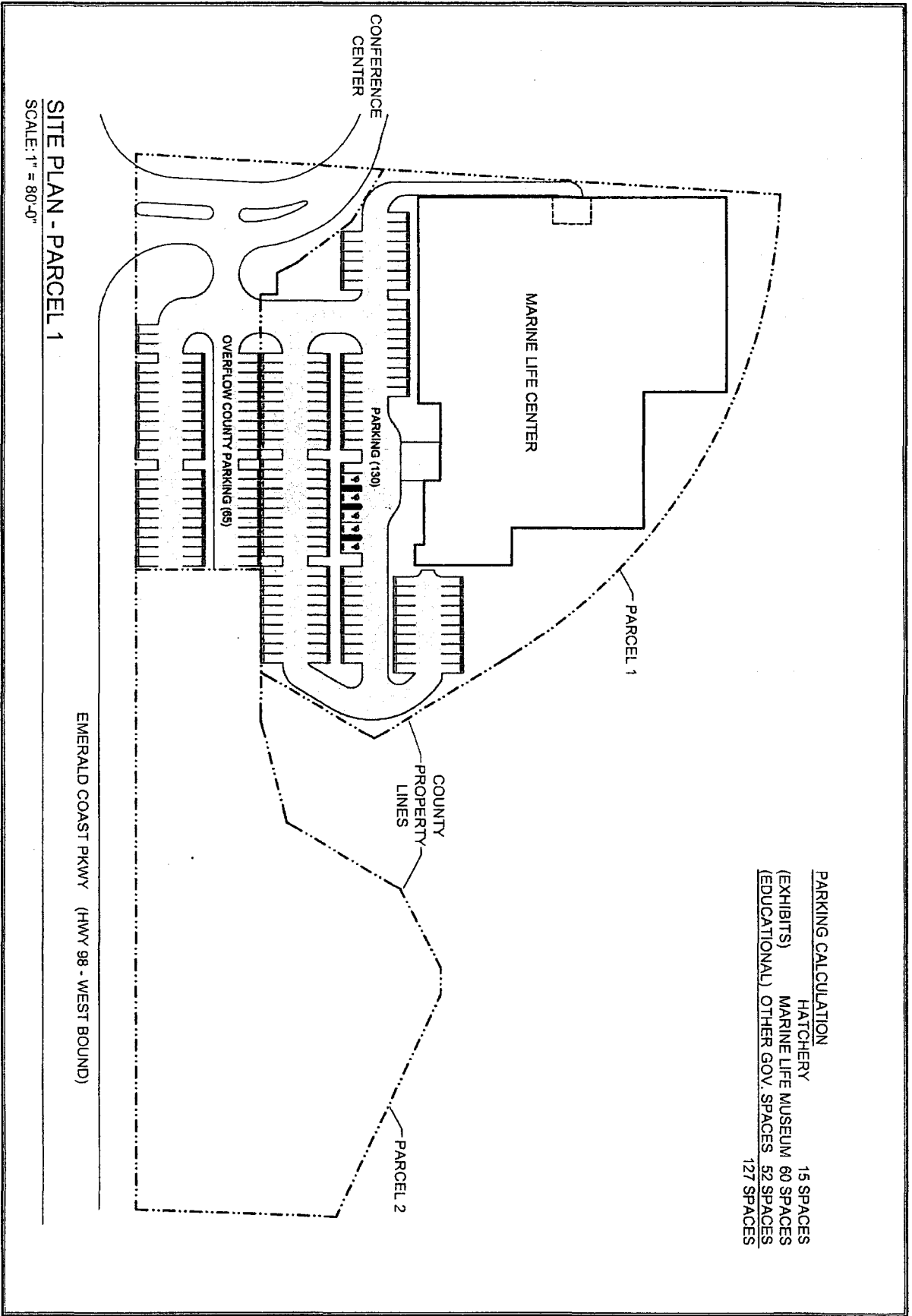
Tina M. Rickards
NOTARY PUBLIC

My Commission expires:

Description – New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 35, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northerly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.65 feet along said Northerly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 120.00 feet to the Point of Beginning; thence South 85 degrees 52 minutes 00 seconds East 89.87 feet; thence North 38 degrees 08 minutes 24 seconds East 168.32 feet; thence North 49 degrees 30 minutes 34 seconds West 280.26 feet; thence North 06 degrees 49 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 16 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 55 degrees 53 minutes 17 seconds East 74.53 feet; thence South 26 degrees 20 minutes 23 seconds East 71.38 feet; thence South 66 degrees 36 minutes 11 seconds East 24.08 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.57 acres, more or less. Bearings are referenced to the Northerly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.





SITE PLAN - PARCEL 1
 SCALE: 1" = 80'-0"

EMERALD COAST PKWY (HWY 98 - WEST BOUND)

ARCH : JPD
 DR BY : MD
 CK BY : JPD
 DATE : 3 MAY '12
 DWG. :
 PROJ. :

DWG. TITLE
**PROPOSED SITE PLAN
 FOR PARCEL 1
 MARINE LIFE CENTER**

SUBMITTAL FOR
 RFP - BCC 09-12
 OKALOOSA FLORIDA
 Joseph P. Dougherty, AIA
 AP-0014812

DOUGHERTY ARCHITECTURE
 + Design, PA
 4100 Legendary Drive Suite 220,
 Destin, FL 32541
 Telephone : 850.650.5881
 Telefax : 850.650.5882





DINOW DIRT FACILITY
DINOW DIRT FACILITY
DINOW DIRT FACILITY
DINOW DIRT FACILITY

FUTURE PHASE

A north arrow pointing upwards and a legend box containing several lines of text, likely a scale or key for the map.

The following are Standard Procedures for Groundskeeping Staff:

1. As you enter the park, scan the park for;
What activities are going on?
What members of the public are present?
What tasks need to be performed?
2. Pick up any litter and /or debris
3. String trim areas that cannot be mowed.
4. Edge all hard surfaces and beds as needed.
5. Mow all grass areas.
6. Blow off any grass clippings on any hard or play surfaces.
7. Change out trash bags if ¼ full or more. Always remove trash containing food items or items that emit a foul scent.
8. Prune shrubs, tree limbs, etc. as needed.
9. Take note of any obvious irrigation problems, such as dry/brown turn, standing water or holes caused by broken sprinkler heads. Minor problems such as clogged nozzles may be addressed immediately if the schedule allows.
10. Perform a final walk around of the park, being sure to look for any Safety Issues.

Our standard turf grass is Coastal Bermuda. It is mowed to an average height of 2 ½” to 3”. This includes string trimming.

Ornamental shrubs and trees are pruned a minimum of one time per year. Palm trees may require pruning twice a year.

Dead and diseased trees are removed using Best Management Practices (BMP) by either in-house staff or contractor.

Irrigation is adjusted based on weather conditions. Pumps and motors are removed yearly, seals and gaskets replaced, then re-installed.

Any debris is removed immediately. Items that require large equipment are scheduled first for safety.

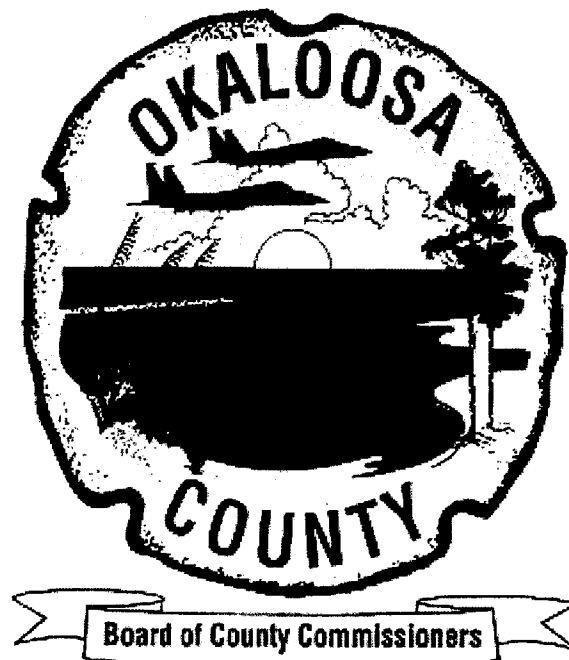
Fertilizer is applied twice yearly – in April and August. Use standard mixture for turf grasses.

Utilize “Top Choice” annual ant control pesticide.

Utilize appropriate herbicides for predominant weed species.

Prior Approval Required – Any proposed considerations on the adjoining undeveloped County property by the Lessee for plantings, turf grasses, irrigation system components, and constructed features (boardwalks, pedestrian bridges, retaining walls, lighting, etc.) shall receive prior approval by the Okaloosa County Public Works Department.

**REQUEST FOR PROPOSALS
DEVELOPMENT & MANAGEMENT OF COUNTY
OWNED PROPERTY LOCATED ON
OKALOOSA ISLAND**



RFP #: BCC 09-12

RFP DUE: MAY 4, 2012 @ 4:00 P.M.

**THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS FOR OPERATING A REVENUE
GENERATING RECREATIONAL ATTRACTION ON OKALOOSA ISLAND**

REQUEST FOR PROPOSAL TO PROVIDE A REVENUE GENERATING RECREATIONAL ATTRACTION ON OKALOOSA ISLAND

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes, and Board policy request proposals from professional firms to provide a revenue generating attraction on Okaloosa Island.

Firms desiring consideration should provide an original and six (6) copies of their statement of proposal. Copies of the RFP may be obtained from the Okaloosa County Purchasing Department, 850-689-5960, or by downloading them from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m.,(CST) May 4, 2012 in order to be considered.**

All proposals must be in sealed envelopes reflecting on the outside **"Proposal to provide a Revenue Generating Recreational Attraction on Okaloosa Island."**

All proposals should be addressed as follows:

Okaloosa County Purchasing Department
Attn: Richard Brannon
602-C North Pearl St.
Crestview FL 32536

//Signed//
Richard L. Brannon
Purchasing Director

01/26/2012
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

**OKALOOSA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS TO
PROVIDE A REVENUE GENERATING RECREATION
ATTRACTION ON OKALOOSA ISLAND
RFP #: BCC 09-12**

REQUEST – This document is a Request for Proposals from interested parties for the purpose of financing, designing, constructing, operating and managing a high quality revenue generating recreation attraction on property owned by the Okaloosa County, Florida Board of County Commissioners.

BACKGROUND – The property (see attached aerial photos) consists of two parcels:

Property #1 – 4.4 acres +/- which was part of an old nine hole golf course.

Property #2 – 2.8 acres +/- which was being utilized as a mini golf course.

The County anticipates awarding a contract for development that includes a long-term ground lease and development agreement, with options to renew at the County's sole discretion. Proposers should include in their package the number of years requested in the original lease.

Proposers may submit a plan utilizing one or both parcels. The County reserves the right to award use of the two parcels to two different firms (splitting them), if in the best interest of the County or to award both properties to one firm.

Attached is an aerial view of the property showing improvements/usage of adjacent parcels. All submittals will be heavily weighed/ranked based on our submittals compatibility to existing and planned use. The County has plans to expand Marler Park and the existing Boat Ramp Facility, adding a seawall/boardwalk on the Bay Side, adding a concrete 30,000 sq. ft. Pad/Pavilion adjacent to the Conference Center, developing 3.5 acres for the Emerald Coast Wildlife Refuge and keeping 14 acres in a natural habitat.

Submittals must include parking utilizing the parcel site acreage and using parking in adjacent areas. The parking lot to the South of the two parcels is limited. Proposals must include how you plan to create increased parking due to the expectations of your proposal.

Submitters should clearly identify if they qualify as a non-profit organization for determination of taxing.

**All questions should be forwarded to Richard Brannon, Purchasing Director
E-mail: rbrannon@co.okaloosa.fl.us; Fax 850-689-5970**

SPECIAL CONDITIONS

1. **"No Contact Clause"** – The Okaloosa County 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 proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received on the due date and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communications is allowed regarding the solicitation between prospective proposers/proposers and members of the Board of County Commissioners, the County Administrator 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 proposals are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposals must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

Hereby agree to abide by the County's **"No Contact Clause"** and understand violation of this policy shall result in disqualification of my proposals/submittal.

2. **Project Description** – Work included under this contract shall include all labor, permits, and materials required for performing all work necessary to develop, build and manage a recreational facility on Okaloosa Island.
3. **Pre-Proposal Activity** – The contractor acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the work and is fully familiar with all of such conditions. In connection therewith, contractor specifically represents and warrants to Owner in this document, that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both nature and man-made, and all surface and subsurface conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete

the work in the manner and within the cost and time frame required by the contract documents.

4. **Applicable Laws and Regulations** - The proposers attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
5. **Indemnification & Hold Harmless** - Each contractor must submit an executed sworn certification that he will comply with the Hold Harmless Clause in accordance with the provisions of Florida Statutes, Section 725.06.

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

6. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

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

7. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
8. **Investigation of Proposer** - The County may make such investigations, as it deems necessary to determine the stability of the contractor to perform the work and that there is a no conflict of interest as it relates to the projects. The contractor shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

9. **Bonding Requirements**

- A. **Proposer Bond** – A proposal bond, in the form prescribed, Cashier's or Certified check, is required in an amount of \$10,000.00. The Proposal Bond must be attached to the proposal.
- B. **Performance & Payment Bond** – The proposer to whom the contract is awarded shall furnish to the Owner, without extra compensation, and shall maintain in effect throughout the life of the contract, and for the duration of the period described in the bond, acceptable Performance & Payment bonds in sums at least equal to the full amount of the contract, conditioned to indemnify and save harmless the County from and against any loss, damage, or expense ensuing from failure on the part of the contractor to faithfully and properly perform the contract or to promptly pay all its subcontractors, suppliers, material, men or laborers for work completed on the project. The required forms for the performance and payments bonds are included in these instructions.

If within ten (10) calendar days after the acceptance of the proposal, the successful proposer shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the proposer and the surety or sureties satisfactorily to the Owner, the proposer shall be deemed to be in default and the Owner will retain the proposal security as liquidated damages, but not as a penalty. The Owner reserves the option to accept the proposal of any of the other proposers within ten (10) calendar days from default, in which case such acceptance shall have the same affect on such proposer as though he were the original, successful proposer.

10. **The Contract Documents** – The contract documents provided by the successful proposer will consist of the proposal documents, technical specifications, the plans, the contractor's proposal and bonds; addenda issued prior to execution of the agreement, other documents specifically incorporated by reference in the contract documents, modifications issued after executive of the agreement. A modification is:

- 1. A written amendment to the contract signed by both parties;
- 2. A change order;
- 3. A construction change directive

11. **Hierarchy of Contract Documents** – In the event conflicts, inconsistencies, discrepancies, or ambiguities between the contract documents arise, unless otherwise provided, the controlling instrument shall be determined by the descending order of the contract documents as follows:

- 1. Modifications issued after the executive of the agreement.
- 2. Addenda issued after the proposal was advertised to potential proposers.
- 3. Special provisions.
- 4. Technical special provisions.
- 5. Plans.

- 6. Special Proposal Conditions.
 - 7. Supplemental Conditions.
 - 8. Standard Specifications.
 - 9. General Standard Conditions of Construction Contract.
12. **The Work of this Contract** – The term "work" means the construction and services, whether complete or partially completed, required by the contract documents and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations. The work constitutes as part of the project.
13. **Protection of Work Area** – The successful contractor will be required to protect all work areas in a manner necessary to prevent accidents and ensure safe working conditions for employees and work related personnel. The contractor will be responsible for any damages to existing utilities, concrete, asphalt, buildings or grounds, etc. and shall repair or replace any damage at his own expense.
14. **Date of Commencement & Project Completion** - The Date of Commencement shall be the date on which the Owner issues the Notice to Proceed, or such date prior on which the contractor is allowed by the County to begin work. Regardless of the contractor's date of actual commencement of work, contract time will be charged from the Date of Commencement until Final Completion of the work. The County shall establish the number of calendar days allowed for final construction in negotiations with the successful proposer.
15. **Liquidated Damages** – The County wants assurance that once started, the project will stay on schedule and be completed in a timely manner.
- A. In case of failure on the part of the Proposer to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Proposer shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102
\$15,000,000 but less than \$20,000,000	7022
\$20,000,000 and over	7022 plus 0.2% for any amount over

\$20 million

- B. **Determination of Number of Days of Default:** For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days.
 - C. **Conditions under which Liquidated Damages are Imposed:** Should the Proposer or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Proposer or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.
 - D. **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Proposer by the County.
 - E. **Permitting Proposer to Finish Work:** Permitting the Proposer to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Proposer, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.
 - F. **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Proposer and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.
16. **Proposer's Closeout Submittals to County** – Successful Proposer's Advertisement of Completion – The contractor immediately after being notified by the Engineer that all other requirements of this contract have been completed shall give notice of said completion by an advertisement for a period of four (4) successive weeks in the newspaper with the widest circulation published within the County or counties where the work is performed. (i) Proof of publication of said notice shall be made by the contractor to the County, by affidavit of the publisher and a printed copy of the published notice. If no newspaper is published in any county where the work is done, the notice may be given by posting at the courthouse for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the contractor. (ii) A release of liens, (iii) Certification from surety that payment bond and performance bond shall remain in effect, during the one year warranty period, and (iv) consent of the surety for final payment, final payment on accounts of this agreement shall be made within sixty (60) days after completion by the contractor of all work covered by this agreement and acceptance of such work by the Owner.
17. **Examination of Plans, Specifications, Special Provisions & Site of Work** – All prospective contractors shall examine carefully the contract documents and the site of the proposed work before submitting a proposal for the work contemplated. He shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all contract documents.

18. **Utilities – All work must be coordinated through the appropriate offices.** The successful contractor while operating in the vicinity of overhead or underground utilities shall exercise extreme care and diligence. The contractor shall make restitution for any loss due to damage by the contractor's forces or equipment. The contractor shall contact the appropriate company or organization for the location and protection of all utilities prior to commencement of construction.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated relocation period covering such concurrent work may or may not be complete on the day highway construction commences and may or may not be consecutive days. The anticipated scheduling of adjustments and relocation work will be established at the preconstruction conference.

19. **Miscellaneous Provisions** – The agreement was executed and delivered in the State of Florida and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for all purposes shall be exclusively in Okaloosa County, Florida. The proposer's attention is directed to the fact that all applicable laws, County and municipal ordinances, orders, rules and regulation of all authorities have jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.

The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments (including deeds, release and disclaimers) as any party may reasonably request for the purpose of carrying out this agreement and the related contract documents.

This agreement and the related contract documents may be modified or amended only by written instrument. In the event any term or provision of this agreement or the related contract documents shall to any extent be held to be illegal, invalid, unenforceable, or non-operative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

This agreement and the related contract documents shall not be construed in favor or against any party on the basis that the party did or did not author this agreement and the related contract documents. Any party shall have the right to specifically enforce the provisions of this agreement and the related contract documents. All exhibits attached hereto are incorporated in this agreement and the related contract documents and made a part hereof by reference. This agreement and the related contract documents shall become effective only when all parties execute this agreement and all related contract documents thereto. No party has agreed to or promises to do any act or thing not contained in this agreement and the related contract documents.

20. **Conditional & Incomplete Proposals** – The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the proposal.

21. **Reorganization & Bankruptcy Proceedings** – Proposals will not be considered from vendors who are currently involved in official financial reorganization of bankruptcy proceedings.

22. Right to Waive and Reject:

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

23. Disqualification of Proposers:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

24. **Preparation of Proposals** – Proposals must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amount extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any proposals may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions or published notice inviting proposals.
25. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
26. **Regulation & Ordinances** – The proposer is required to be familiar with all Federal, State and Local Laws, Ordinances, Code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.
27. **Prohibition Against Contingent Fees** – Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:
- “The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement.”
28. **Financial Background Information** – Proposers shall include the following financial information in their submittal:
- a. Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the proposer. Also include the interim balance sheet and income statement of any significant financial events occurring subsequent to the closing of the most recent financial statement.
 - b. Describe the form of business organization and ownership structure of the proposer. Each proposer should provide the principal address and phone number of its business and the contact person responsible for the proposal.
 - c. At least (1) bank reference and three (3) trade references.

The County reserves the right to conduct a credit check on any entity(ies) submitting proposal under this RFP process and by submitting a proposal said proposer agrees and consents to such.

29. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

Proposers doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility & Verification System to confirm eligibility of all employees to work in the United States.

30. The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any response of a firm that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential firms.

31. **Evaluation & Selection** – A Selection Review Committee appointed by the Board of County Commissioners (the Board may elect to serve as the Review Committee) will evaluate all submittals received and:

A. Prepare an alphabetical listing of the firms determined to be interested and available. Evaluate the responses meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:

1. Understanding of proposed use of land and limitations.
2. Type of product proposed.
3. Proposed revenue generation.
4. Projects handled of similar nature.
5. References.
6. Ability to finance project.
7. Proposed management staff.

B. Review of all responses received will proceed as follows:

1. The selection committee will review all documents submitted.

2. The committee's ranking of prospective firms shall be based on the evaluation criteria listed on the attached ranking sheet as provided in the submittal.
3. Upon ranking and formulating a short list of top ranked proposals, that list will be presented to the Board of County Commissioners. The Board will determine if presentations are required. If presentations are required, they will be made to the Board members in a special called meeting.

The Board will make the final selection.

- C. Negotiations between the selection committee, or the committee designee, and the top firm (or firms) ranked highest on the Board approved short list will proceed as follows:
 1. Negotiations will be held with the first firm(s) on the priority list, depending on how proposals are submitted.
 2. If no tentative agreement can be reached with the first firm, then negotiations will commence with the next firm on the short list, if so directed by the Board.
 3. If no tentative agreement is reached with the top ranked firm, then the committee shall return to the Board to report such and recommend that a new short list be established from among the other responses received. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
 5. Okaloosa County reserves the right to negotiate contracts with one or more firms for the services described herein.
- D. Presentation of the tentative contract agreement by the selection committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contract.
- E. Upon approval of the contract agreement by the Board, a formal written contract agreement will be executed prior to commencement of the work associated with the contract.
- F. Selection will be on the basis of professional qualifications and experience as previously set forth.
 1. The selection review committee and the Board of County Commissioners will evaluate and rank all responses meeting the requirements herein and enter into formal negotiations with selected firms. Firms will be notified of dates and times of any interviews once final selection has been made. **(Presentations may be required).**

35. **Submittal Opening** – Names of firms that submit a response on or before the deadline specified herein shall be available to the public once the submittal deadline has passed. It is the firm's responsibility to assure that their response is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

INSURANCE REQUIREMENTS

Proposer's Insurance

- A. The **CONTRACTOR** 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 Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its 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.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa 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 of Okaloosa and the **CONTRACTOR**.
- F. 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 **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** 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.
- J. 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

1. The **CONTRACTOR** 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 of Okaloosa, the **CONTRACTOR** 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 the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** 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

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** 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, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-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 **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** 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.
4. 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 Proposer's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of 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>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

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

Certificate of Insurance

- A. 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
602-C North Pearl Street
Crestview, Florida 32536

- B. 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.

- C. 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.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. 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 **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

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

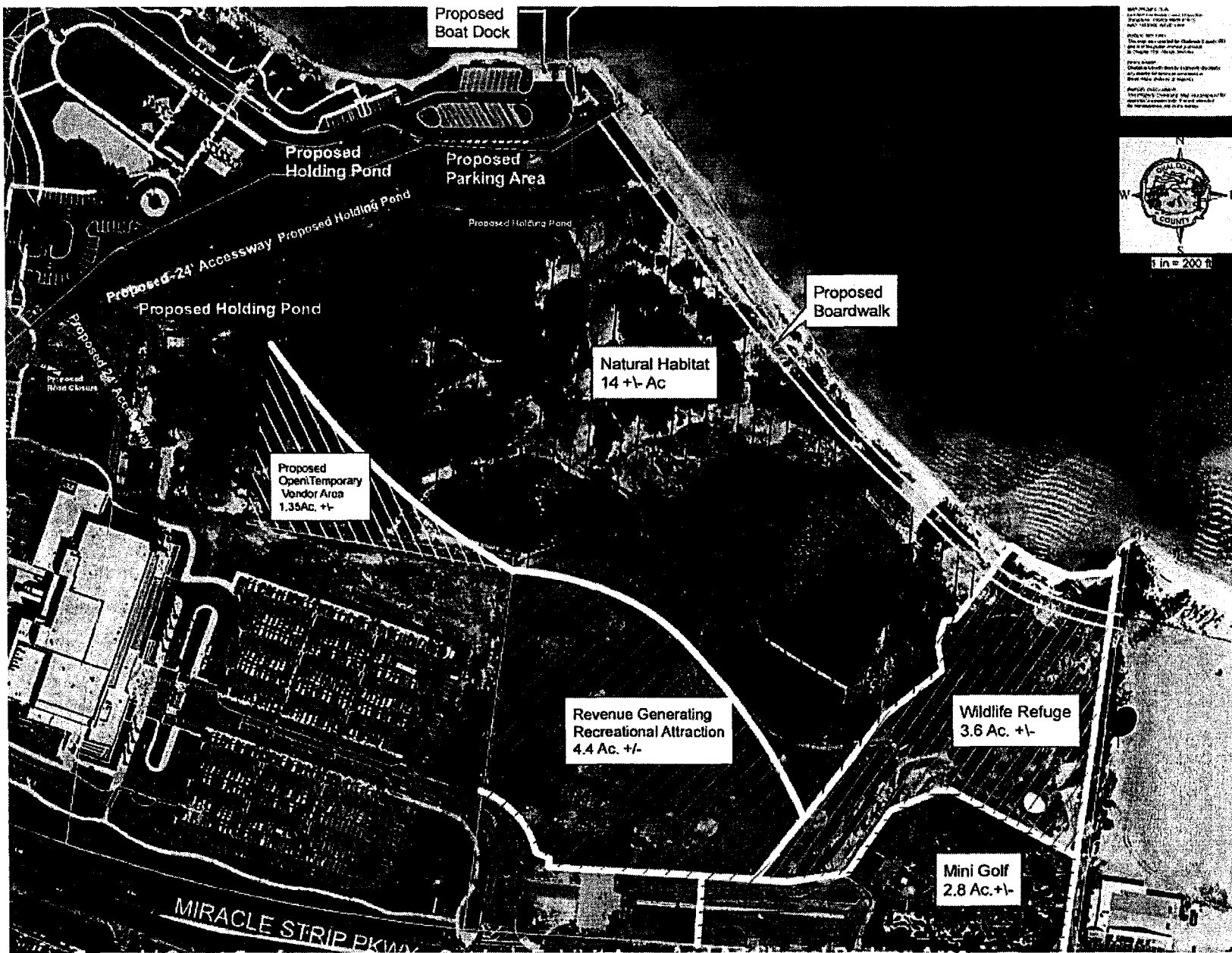
The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

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

Umbrella Insurance

The **CONTRACTOR** 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.

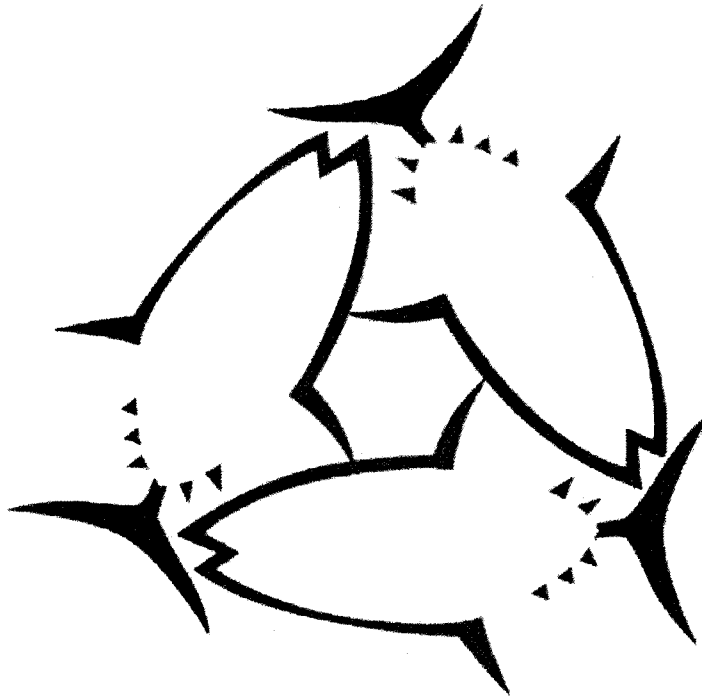


Proposal to provide a Revenue Generating Recreational Attraction on Okaloosa Island

May 4, 2012

Gulf Coast Marine Life Center

Response to Okaloosa County RFP#: 09-12 by Aqua Green, Inc.



GULF COAST
MARINE LIFE CENTER

A Center of Excellence

Response to Okaloosa County RFP #:BCC 09-12 by AquaGreen, Inc.

UNDERSTANDING OF THE PROPOSED USE OF LAND & LIMITATIONS

AquaGreen Inc., a Florida not-for-profit corporation, with an IRS 501(c)(3) designation, in collaboration with an internationally recognized team of university experts, is proposing to establish the Gulf Coast Marine Life Center on Okaloosa County's 4.4 acre site located on Okaloosa Island.

The property currently has a zoning that allows for projects that are targeted towards recreation and amusement. The company feels confident that its proposed programs described in more detail below are allowable under Okaloosa County's Land Development Regulations governing the proposed site and are consistent with the provisions of the Okaloosa Island Park Dedication.

The proposed Gulf Coast Marine Life Center will be fully compatible and provide enhancements to the County's existing park areas and the anticipated waterfront improvements.

In line with those guidelines, the Gulf Coast Marine Life Center will be a place that will entertain, amuse, and educate thousands of visiting tourists and residents every year. As part of the Center, current plans are to have a small movie theater that will feature marine life movies, such as the ever popular Deep Sea 3D. The Center will also have aquatic exhibits and learning curricula to support and enhance education and ocean conservation, entertaining visitors of all ages.

A site plan of AquaGreen's proposed facility on the County 4.4 acre site, along with associated parking based upon County Code Requirements is attached hereto as Exhibit A. **NO ADDITIONAL OR INCREASED OFF SITE PARKING REQUIREMENTS ARE ANTICIPATED.**

THE TYPE OF PRODUCT PROPOSED

Gulf Coast Marine Life Center Programs

The proposed Gulf Coast Marine Life Center (MLC) will be more than just a hatchery. It will be an internationally recognized Center of Excellence, a multi-faceted facility consisting of several different programs, each with ecological, recreational, educational, social, and economic benefits for Okaloosa County, the State of Florida, the entire Gulf Coast region, and the Country as a whole. The proposed project will have six major components, which will each provide recreational, educational, and amusement opportunities:

1. A state-of-the-art marine hatchery to perfect and implement existing technology for production and fisheries stock enhancement of Gulf of Mexico (GOM) species such as Flounder, Cobia, Florida Pompano, and Mahi-Mahi, and to conduct research and development to perfect hatchery technologies for fisheries enhancement of new species including Tuna, Red Snapper, Grouper, and others. (*See Supplement A: State-of-the-Art Marine Hatchery for Finfish*)

2. Creation of shellfish reefs to protect shorelines, to create complex habitats for juvenile fish, and to enhance water quality and sea grass habitat in Choctawhatchee Bay and the Gulf of Mexico. *(See Supplement B: State-of-the-Art Marine hatchery for Shellfish)*

3. A coastal plant production facility for shoreline restoration projects using re-circulated water and fish nutrients. *(See Supplement C: Coastal Plants Production Facility)*

4. A modern, interactive Marine Life Center open to the public as a recreational and tourist destination with aquatic exhibits and learning curricula to support and enhance education and ocean conservation. The Gulf Coast region supports a diversity of ecosystems. These ecosystems are faced with multiple threats both from changing climatic conditions and growing human population and activities. The Marine Life Center will serve as an educational learning center for local and regional communities, allowing students from pre-k to 12th grade the ability to learn about the benefits of and participate in Gulf Coast Restoration programs, to develop an awareness of Gulf Ecology, and to understand the importance of Gulf Conservation. It will also serve as an advanced training center for university students in the field of aquaculture & marine biology, allowing students to get "hands on experience" in their fields of study. *(See Supplement D: The Marine Life Center)*

5. The Marine Life Center is proposing to work in partnership with University of Florida Sea Grant resources and expert personnel, along with other Florida Universities and Colleges, to establish informal education programs for adults and youth. Education programs will help the general public and local marine industry to explore aquaculture enterprise opportunities and gain a greater appreciation for marine ecology in the Gulf of Mexico.

6. The Center will also have classrooms and research labs. University classes can be offered and taught by visiting professors, allowing students the opportunity to study a variety of species of both finfish and shellfish that may not be otherwise available at their own University. Conservation, restoration, and stock enhancement workshops can also be offered to students from grades 5th-12th grade.

PROJECT HANDLED OF SIMILAR NATURE & MANAGEMENT STAFF

Technology and Expertise: *(See Supplement E: Team Bios)*

The Gulf Coast Marine Life Center will be managed by a staff of experienced industry professionals, which will include an advisory board of some of the top aquaculture specialists in the country, such as Dr. Daniel Benetti, the Director of Aquaculture at the University of Miami's Rosenstiel School of Marine and Atmospheric Science; Dr. Richard Langan, University of New

Hampshire (UNH) and the Director of the Atlantic Marine Aquaculture Center; Dr. Wade Watanabe, Program Coordinator at the University of North Carolina's Center for Marine Science; Michael Chambers, Operations Manager of UNH's Aquaculture Center; and Dr. Jim McVey, former Director of Aquaculture at NOAA's National Sea Grant Program, as well as the former Program Manager for NOAA's Oyster Disease Research Program and Gulf Oyster Industry Initiative, all of whom will provide "hands on" support and management to the Center. The day-to-day operations of the Center will be managed by Mr. Patrick Barcus and Mr. Chuck Fuller, both of whom have extensive business, development, and financial credentials which are more fully described in their resumes attached hereto.

The Marine Life Center's team of experts will bring to the Center their extensive experience in running their existing aquaculture programs at their respective Universities. The aquaculture support systems for many of the fish, shellfish, corals, and plants species found in the GOM have been proven feasible at their Universities.

The Marine Life Center's team of experts can take advantage of the millions of dollars that have been invested over the years into their respective University Aquaculture programs over the years, giving the Center access to a knowledge base of information and a team of experts to carry out the Center's mission. Their long-standing, internationally-recognized track record proves that they have the expertise, technologies and experience to carry out this project successfully. *(Please see Supplement F: Photographs of Hatchery Technologies & Expertise)*

Restoration Benefits from Marine Life Centers Programs

The Marine Life Center's hatchery and coastal plant production facility will provide a platform for stock enhancement and coastal restoration efforts. The Florida Fish and Wildlife Conservation Commission has begun acquiring partners for its Marine Fisheries Enhancement Initiative, with the stated goal of creating a network of "Marine Enhancement Centers" across the state to bolster the fish populations that are otherwise reduced by current demands. In addition to the release of juvenile finfish, the Initiative has recognized the importance of ancillary species, such as sea grasses, marshes, mangroves, oyster beds and hard bottom reefs to provide the food and shelter necessary for these species to grow and reproduce naturally.

The Marine Life Center will include a scientific laboratory to support both the on-site operations and to assist Florida Fish and Wildlife in conducting stock assessment of wild Gulf of Mexico species. These stock assessments will be the foundation for any and all stock enhancement efforts. In conjunction with existing stock enhancement efforts in the GOM, the Marine Life Center will work with the FWC to utilize state-of-the-art tagging methods so that release efforts can be monitored. This will include genetic markers and physical ID tags, in accordance with guidelines provided by Florida's Fish and Wildlife Conservation Commission.

PROPOSED REVENUE GENERATED & ECONOMIC BENEFITS

Financial Commitments *(See Supplement G: Financial Commitment Letter)*

AquaGreen, Inc.'s business plan requires a fifty year lease, given the multi-year mission of the Center and the significant investment over time in education, training, and infrastructure. AquaGreen, Inc. would request that Okaloosa County officials consider an initial lease term of ten years, with four ten year renewal options. The Company is prepared to offer \$75,000 per year in lease payments, with a 3.5% increase every five years during the initial ten year term, followed by a 3.5% increase for every subsequent ten year renewal term.

AquaGreen, Inc. in addition to the lease payment of \$75,000 is proposing to assume the financial responsibility for the landscape maintenance of the remaining undeveloped areas contiguous to the 4.4 acre site. AquaGreen, Inc. will make sure that the remaining undeveloped areas are maintained by contracting with a landscaping company to provide lawn care, defined as cutting and fertilizing the grass. AquaGreen, Inc. intends to partner with Horizons of Okaloosa County to assist with personnel needs on site.

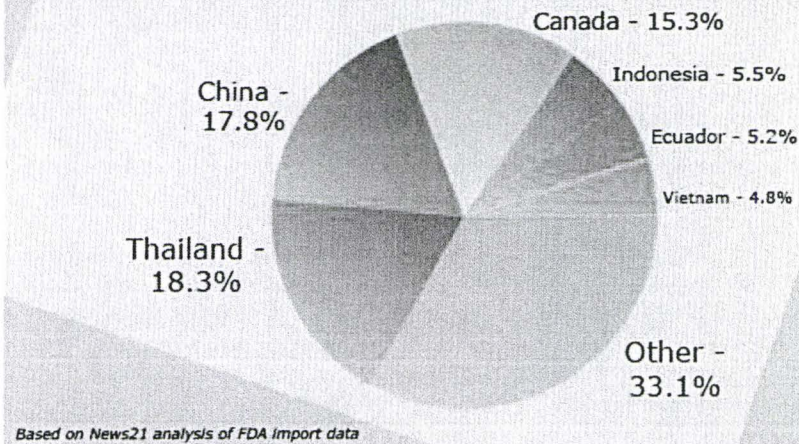
Economic Benefits-Emergence of a New Industry

Unknown to most Americans, over 79% of all seafood consumed in the United States is imported from countries around the world.

This translates into over \$9 billion annually being spent to meet the growing demand for seafood in America, thus supporting the seafood industries in Asia, Latin America, and Europe in the process.

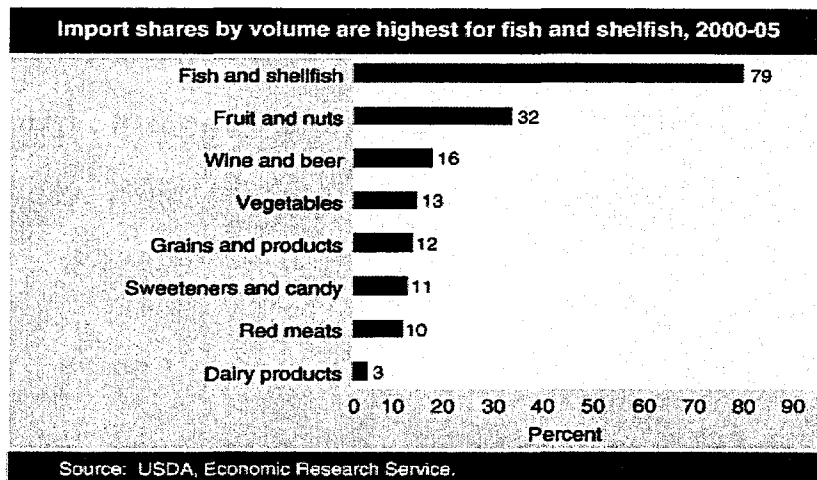
Most concerning to Americans should be the fact that most of imported seafood is "farm-raised in China, Thailand, Vietnam and Indonesia, where production standards are typically lower than in the U.S.," according to a recent MSNBC news report. There is strong evidence showing "untreated animal manure and human waste are used as feed in shrimp farms and tilapia farms in China and Thailand. These "organic" materials also find their way into farms through pollution from sewage," says Nicole Gilbret-News21.

TOP SEAFOOD IMPORTERS TO THE U.S.
2002 - 2010



Facts that Americans need to know:

- US annual seafood deficit is \$9 billion and growing.
- Over 79% of all seafood consumed in America comes from Asia, Europe, or Latin America.
- The U.S. Government cannot guarantee that imported seafood products are caught or farmed using sustainable practices that protect the environment or the consumer. Only 2% of all imported Seafood is inspected, creating a food security concern for the American consumer.
- America's demand for seafood is higher than it has ever been, and continues to grow.



Increasing Demand and Short Supply

The world's population is growing, and so is the demand for seafood. Traditional capture fisheries cannot keep up the pace with the growth in demand. Even so, the fish stocks around the world are being threatened by over fishing. In response to the threat, the US government, like many governments around the world, has been reducing the commercial quotas of certain species of fish, in hopes of allowing the fish stocks to replenish. Increased demand coupled with a lower supply is resulting in significant price increases for seafood. Despite the higher prices, the demand for seafood is still growing. At the current pace of growth in the world's seafood consumption, many fish stocks are at risk of being depleted. Because of this, some countries are even considering the option of even closing some deep water fisheries, because they see this as the only solution to save the deep sea fish stocks.

Stock Enhancement Contributes to Economic Development

Shorter sport fishing seasons can be financially disastrous to a fishing community. Fishermen, Charter Boat Captains, Resort Property Managers, and Tourist Development Councils work hard at lobbying State Officials to extend fishing seasons. Announcements such as below will continue to occur without a comprehensive plan that will include stock enhancement and aquaculture programs:

"Red snapper season shortened by eight days"

"The 2012 recreational red snapper season begins June 1 and will be eight days shorter this year than last year." *The Destin Log*

The Gulf Coast Marine Life Center will be at the forefront of this debate. Working with local community leaders, charter boat captains, and fishermen, our university experts will put

forward stock enhancement programs to assist State and Federal Officials with other tools to protect the fisheries besides just a reduction in the season. There are examples around the world of very successful stock enhancement programs that have been implemented, involving local fishermen and community leaders, such as the program in Japan described below:

"The new pioneers in marine enhancement are fisheries scientists and fishermen, working together on a shared but carefully allocated resource, as exemplified in Japan. The Japanese program involves about 80 species of marine fish, mollusks, and crustaceans. The principal enhanced marine fisheries are yesso scallop, Kuruma prawn, red sea bream, and flounders. The practice benefits from the country's extensive continental shelf but it is estimated that stocking accounts for 90% of the chum salmon fishery, 50% of the Kuruma prawn catch, up to 75% of red sea bream, almost all the scallop harvest, and up to 40% of the flounders (Kitada et al., 1992)." *The Science Consortium for Ocean Replenishment*

International Response: Aquaculture

Governments around the world have been responding to the threat by investing in new research and commercial aquaculture facilities. New facilities are already in operation in Australia, Chile, China, France, Ireland, Italy, Japan, Mexico, and Norway. In these countries, aquaculture production is increasing by approximately 10 percent annually since 1980, narrowing the gap between the global demand of seafood and the supply.

While countries around the world have embraced open ocean aquaculture as a solution to counter the growing demand for seafood, the US has been slow to respond. For a United States offshore/inshore aquaculture industry to succeed, significant technical and operational challenges must be addressed in a way that satisfies the public, environmental groups, industry, scientists, and marine resource managers. Meeting these challenges requires a strategic, comprehensive program of basic and applied research, technology development, demonstration, evaluation and transfer.

The Gulf Coast Marine Life Center---Catalyst for a New Sustainable, Aquaculture Industry --a Jobs Incubator

AquaGreen's state-of-the-art hatchery will provide the advanced technology, research, development, and expertise that are necessary to stimulate an environmentally sustainable offshore and inshore aquaculture industry in the Gulf of Mexico.

The Gulf Coast Marine Life Center will act as a catalyst for the growth of a new aquaculture industry on the Florida coast, which will sustain 1000s of jobs into the future, by pairing up venture capital companies, fishermen, and university experts. Fish raised in these future companies can be branded with the Florida Department of Agriculture logo 'Fresh from Florida,' and will provide US consumers with the option to purchase sustainable, US Grade-A Seafood, as opposed to inferior quality imported seafood products.



'Fresh from Florida' seafood will give retailers and restaurants the ability to offer their customers a variety of fish that currently are not on the menu or in displays, because they are either seasonal or are simply unavailable in large quantities, such as Cobia, Pompano, and Flounder. Fishermen will be able to expand their incomes beyond what they are legally able to catch in the wild. Business opportunities will also expand beyond just the coastal areas of Okaloosa County. Packaging, distribution, inland AquaCulture, AquaPonic, and feed production companies will emerge in northern parts of the County, where large tracts of commercial land are more readily available.

Estimates suggest that the emergence of a new aquaculture industry on the Gulf Coast could lead to a \$100,000,000 a year new industry, growing over time, creating 1000s of new jobs in a variety of sectors.

REFERENCES & ENDORSEMENTS

Public Support and Endorsements: *(See Supplement H: Endorsements)*

Community Support



- Florida State Senators and Representatives
- Okaloosa County Superintendent
- Okaloosa County Sheriff's Department
- Mayors of Neighboring Northwest Florida Cities
- President of the Okaloosa County Economic Development Council
- Pre-K-12th Grade Area Teachers
- Local Charter Boat Associations, Fishermen, and Boat Captains
- Business Leaders from Mississippi, Alabama, Georgia, and Florida

ABILITY TO FINANCE PROJECT

AquaGreen, Inc., a Florida 501(c)(3) not-for-profit company was formed in the Summer of 2011, and, therefore, has no previous financial history. Because of this, AquaGreen, Inc. has signed financial commitment from Florida's Best Creamery, LLC, a Florida based Company, and North Light Yacht Club, LLC, a Florida Based Company, to donate a combined total of \$75,000 per year to cover AquaGreen's proposed lease payments to Okaloosa County. The two companies have also committed the necessary funds to assist AquaGreen, Inc. with the funds required to maintain the remaining 30 acres of land on the Island property. Additional funding for the construction of the proposed project will come in phases, with donations from private corporations, private individuals, research grants, and possible funding from BP related restoration projects currently being considered by State and Federal Authorities. *(Please see Supplement G: Financial Commitment.)*

Supplements:

Supplement A: State-of-the-Art Marine Hatchery for Finfish

This facility will conduct research and development of advanced aquaculture technology for production of Gulf of Mexico species such as Cobia, Red Drum, Speckled Trout, Flounder, Florida Pompano, Red Snapper, Grouper, Tuna, and Mahi-Mahi, Sturgeon and others. The aquaculture operation will include facilities for broodstock spawning and egg collection, larval rearing, nursery, and full grow out of ecologically important finfish that are native to the Gulf of Mexico.

The actual hatchery operation will include all aspects from egg collection through maturation to live food production systems (such as microalgae, rotifers, copepods and artemia to be fed to the hatchery larvae) necessary to maintaining a healthy hatchery operation. These live food production system operations will be important because quantity and composition of feed is the single largest operating expense, the most important aspect of the quality of the product produced, and a major hurdle for environmental sustainability facing aquaculture activities. It is also currently one of the most-heavily researched aspects of aquaculture operations.

The production of the hatchery operation will be directly available for stock enhancement in the Gulf of Mexico and the surrounding bays, mindful that environmental degradation and over-fishing have reduced the capacity of wild fish stocks to meet the growing demands placed on it. By providing native fish a safe environment for spawning and rearing, the Marine Life Center's teams of experts will provide millions of juvenile fish to the State of Florida to be released under the guidance of Florida's Fish and Wildlife Conservation Commission into the gulf, bays, and estuaries in various life stages. Stock enhancement efforts and technology are already in use at the University of Miami and the University of North Carolina for many important Gulf of Mexico species.

The Florida Fish and Wildlife Conservation Commission has created a public-private partnership to ensure the future of many species native to the Gulf of Mexico. This Marine Fisheries Enhancement Initiative has already put millions of Redfish into Florida's waters and has shown that such efforts can have positive impacts on wild populations. However, to reach their stated goal for annual releases, participation by additional facilities such as the Marine Life Center will be necessary. The Marine Life Center will also be able to provide FWC the opportunity to pursue stock enhancement efforts for a variety of Gulf Species. We will work closely with the Fish and Wildlife Commission and their partners to support this important effort by creating fish for release, by participating in agreed-upon tagging methods to ensure that the efficacy of such efforts can be measured, and by participating in ecosystem restoration so that the environment can sustain these populations.



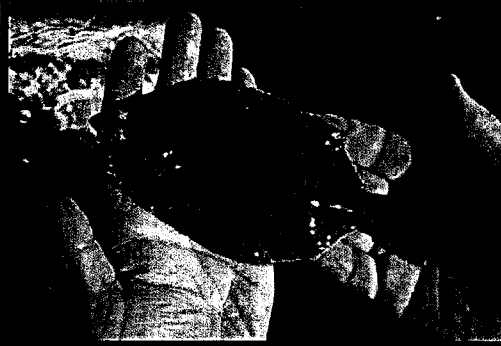
UNCW Flounder Program

Courtesy of UNCW.

Flounder Fingerlings



Flounder Juvenile



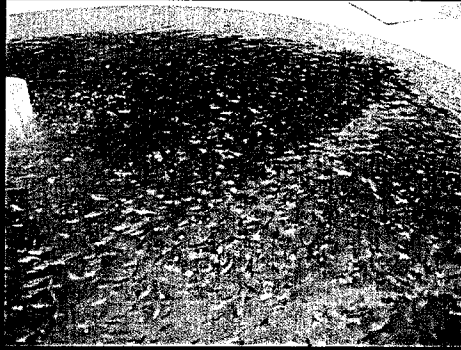
Mahi-Mahi Juvenile Fish Spawned at the University of Miami



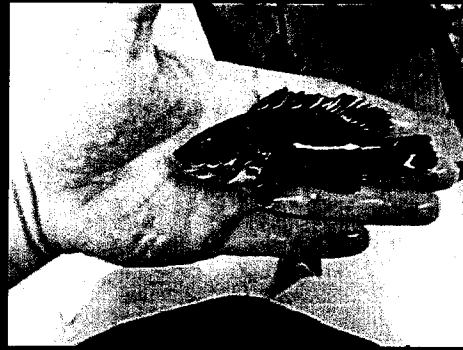
UNCW Black Sea Bass Program

Courtesy of UNCW

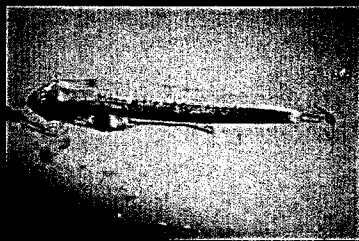
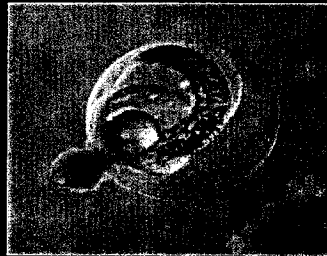
Black Sea Bass Fingerlings



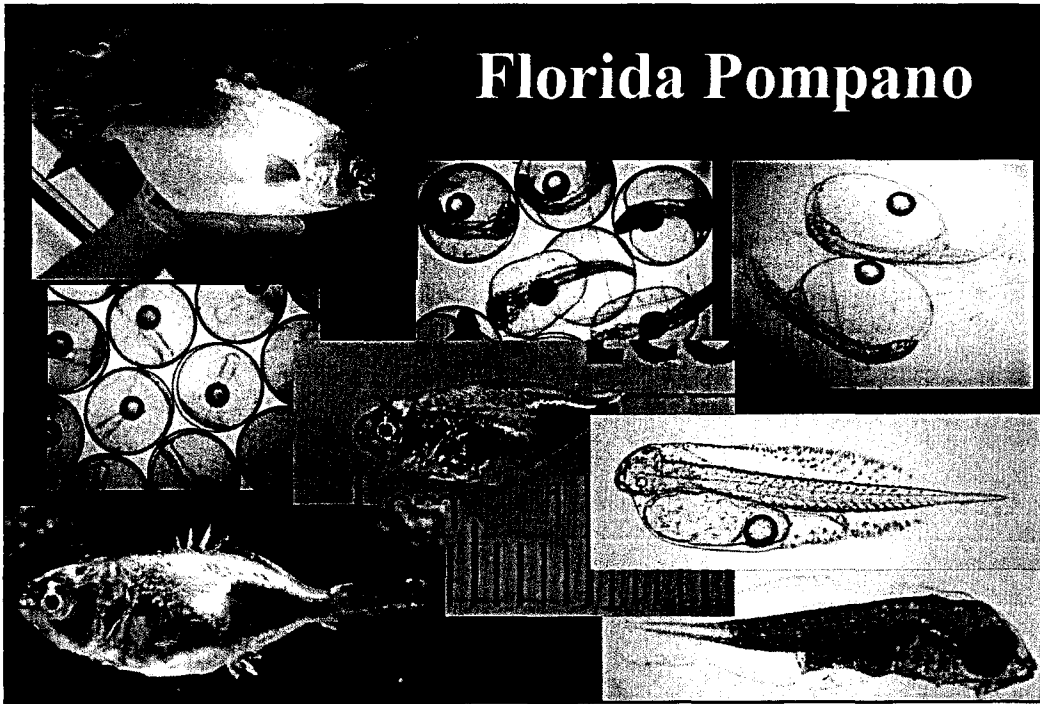
Black Sea Bass Juvenile



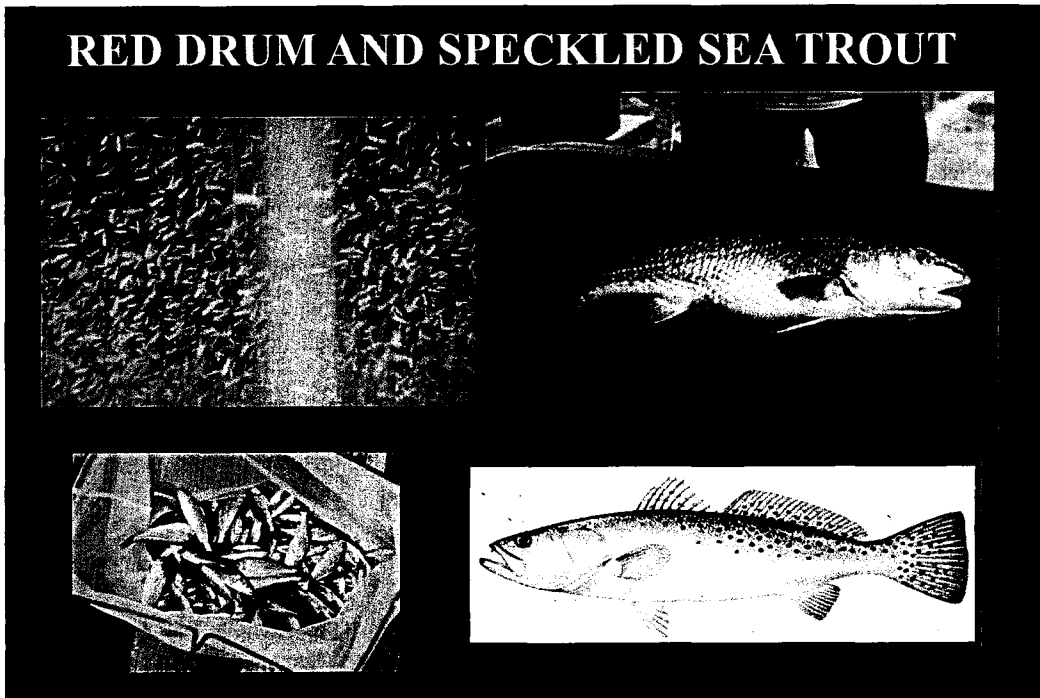
COBIA



Florida Pompano



RED DRUM AND SPECKLED SEA TROUT

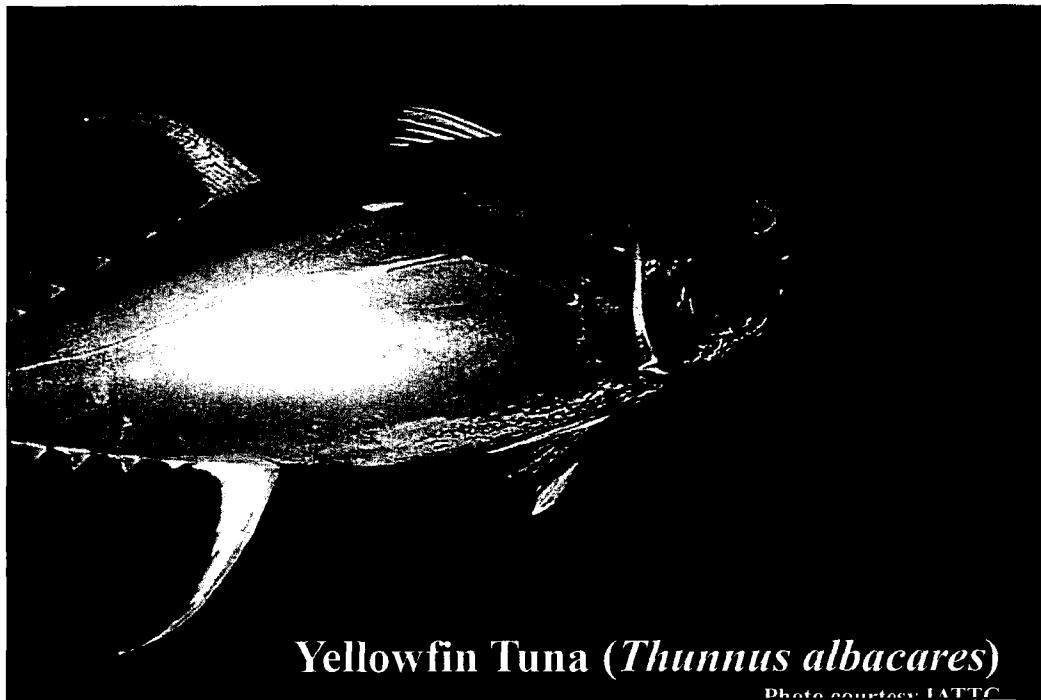


**State-of-the-Art
Tuna Facility**

Black Fin Tuna

Yellow Fin Tuna

Blue Fin Tuna

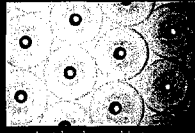


Yellowfin Tuna (*Thunnus albacares*)

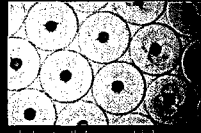
Photo courtesy: IATTC

Embryonic Development of Yellowfin Tuna (*Thunnus albacares*) - Elapsed Time: 20h

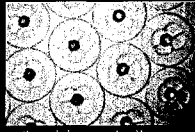
Larval Development of Yellowfin Tuna



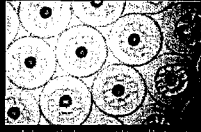
a. Fertilized egg (blastomeres)



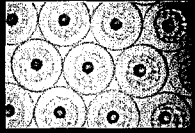
b. First cell division (2-cell stage)



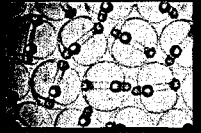
c. Second division (4-cell stage)



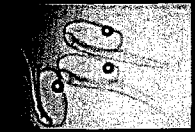
d. Fourth division (16-cell stage)



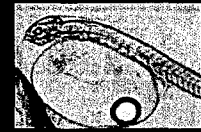
e. Eighth division (multicell stage)



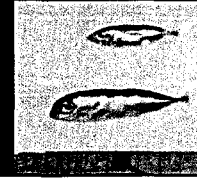
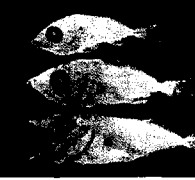
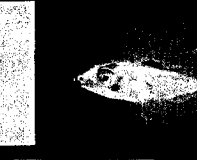
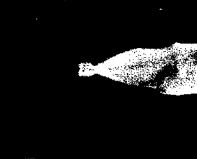
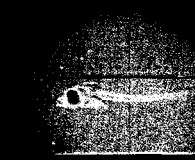
f. Early embryo (tail bud stage)



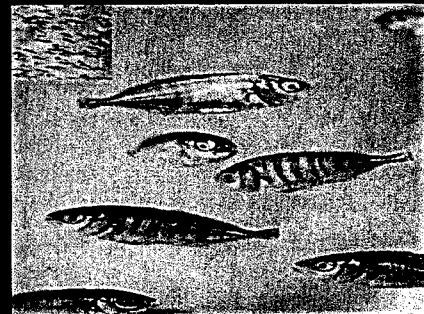
g. Newly hatched (yolk-sac) larvae



h. Yolk-sac larvae (20%)



HATCHERY TECHNOLOGY OF AMBERJACK
Ecuador, Australia and U.S.A.



Supplement B: State-of-the-Art Marine Hatchery for Shellfish

AquaGreen's review of the environmental data for Choctawhatchee Bay indicates that conditions are very favorable for oyster and bay scallop restoration. The Center's land-based facility will be used for the hatchery and nursery stages of production. The juvenile shellfish will be made available for stock enhancement, habitat restoration, and shoreline stabilization. A conservative estimate of potential annual production from our proposed facility is 60,000,000 adult oysters and 15,000,000 bay scallops.

From a habitat perspective, shellfish restorations projects would provide enormously valuable benefits to the local environment. Shellfish form the basis of many reef systems and they create environmental conditions that allow a variety of other plant and animal species to thrive. The inclusion of shellfish on natural and artificial reefs can provide many services to the natural environment, including food and habitat for fish, crabs, and birds; water filtration; and shoreline stabilization and coastal defense. Shellfish reefs work in conjunction with coral reefs to provide protection for shorelines from wave energy.

Studies have established that shellfish beds biologically remove at least 20 percent of the nitrogen in wastes through a process similar to what is used in modern wastewater treatment plants. While most of the nutrients filtered from the water by shellfish are recycled back into the water column, the flux of undigested plant matter into the sediments stimulates bacterial processes known as denitrification. This process of turning fertilizer ammonia into nitrate and then into harmless nitrogen gas allows its escape into the atmosphere, instead of stimulating phytoplankton blooms that shade sea grasses and limit their growth. These findings suggest that if large shellfish populations could be restored through commercial farming, stock enhancement or habitat restoration, these beds could play an important role in helping to achieve nitrogen reductions to mitigate the effect excess nitrogen has in our bays and estuaries.

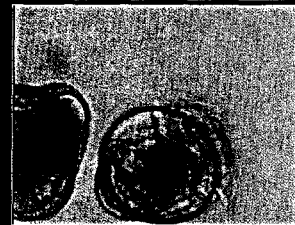
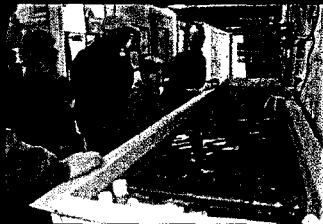
Shellfish production at the hatchery will be available to local restoration efforts and existing artificial reef installations. Existing offshore reef projects can be supplemented with shellfish from the Marine Life Center to provide additional habitat and water-quality improvement. A number of artificial offshore reefs that could benefit from shellfish enhancement in local bays and throughout the Gulf of Mexico have already been identified. Of course, as with all aspects of interaction with the natural environment, all efforts to create artificial reefs and to supplement existing artificial and natural reefs will be conducted with consultation from local scientists and experts in order to ensure maximum sustainability and benefit to the local ecology.

The Center will also benefit the environment as a whole through increasing research conducted on wild shellfish. Through the resources of the facility, wild shellfish can be analyzed and relied upon as early indicators of environmental problems. As filter feeders and biomass accumulators, shellfish are an excellent bioindicator and present unique opportunities to get a better understanding of the offshore environment.

The Marine Life Center will also support independent commercial shellfish operations through research and development of better and safer technologies for raising and protecting aquaculture shellfish operations. The shellfish production at the Marine Life Center will also be available to commercial enterprises as high quality seed stock, which will help to sustain the hatchery and fund shellfish restoration projects in the future.

University of New Hampshire— Shellfish Hatchery

- 2,500 sq ft hatchery 15 M larvae per production cycle
- Potential for 8 cycles per year
- Total annual capacity 120 M larvae
- 30-60 M adult shellfish



Supplement C: Coastal Plants Production Facility

In addition to the hatchery, the Marine Life Center will include a Coastal Plant Production Facility. This facility will significantly assist shoreline restoration projects by providing seed stock to replenish damaged areas. Production of Red Mangrove, Black Needlerush and Smooth Cordgrass, along with various other native coastal plant species will be used to restore wetlands.

The hatchery facilities will utilize state-of-the-art recirculating aquaculture systems that recycle water by circulating it through filters rather than relying on dumping wastewater into the environment. The fish waste and biomass will then be used to feed the plants in the Coastal Plant Production Facility. Where possible, water circulated through the hatchery will be passed directly into and through the Coastal Plant Production Facility in order to remove fish waste and uneaten food rather than relying on filtration and bacterial fixation of waste products.

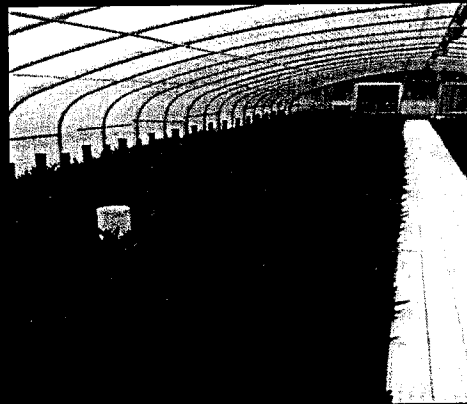
The Center itself will highlight multiple-use aquaponics systems to showcase the use of natural solutions to challenges presented by aquaculture. Rather than relying on chemicals and filters to manage waste products, aquaponics uses fish waste as a source of fertilizer for plant growth operations. By turning waste into a valuable resource, environmental sustainability is emphasized.

Coastal Plant Production

Re-circulating aquaculture systems (RAS) recycle water by circulating it through filters to remove fish waste and food and then re-circulating it back into the tanks, saving water.

Fish nutrients will feed plants that will be used to restore wetlands.

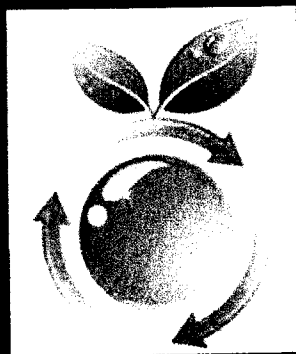
Red mangrove, Black Needlerush and Smooth Cordgrass and other coastal plants can be grown and sold for beach re-nourishment projects.



Beach Restoration Projects



Hydroponics



Supplement D: The Marine Life Center

The public face of the Marine Life Center project consists of modern, interactive aquatic displays and learning curricula to support and enhance education and ocean conservation. The Center will be designed as an interactive, educational tool for visitors to gain a deeper understanding of the ecology of the Gulf region through an appreciation of the natural state of the region and efforts being taken to minimize human impact. The Center will be unique in its incorporation of hatchery exhibits to further develop public understanding and appreciation for aquaculture activities. The visiting public will gain a deeper understanding of the importance of maintaining a healthy natural ecosystem while providing sustainable natural resources to support economic activity important to coastal residents.

The Center will also participate in local and regional educational efforts by working with University of Florida Sea Grant resources and personnel to establish education programs for adults and youth. Education programs will help the general public and local marine industry to explore aquaculture enterprise opportunities and gain a greater appreciation for marine ecology in the Gulf of Mexico. The Center will also work with teachers to design curriculum around various exhibits and research projects at the Marine Life Center. By working with research staff, educators are able to provide programs that cover all aspects of aquatic life, including ongoing efforts to restore and maintain the natural ecology of the Gulf of Mexico. Through these programs, students will be given opportunities to research a variety of topics relating to marine life, from exploring the different species found in the region, to exploring the different shapes, sizes, and individual characteristics that make them unique. With special emphasis placed on wildlife found in the Gulf of Mexico, students will have the opportunity to read and research natural habitats, what they eat, and the challenges they face. Students can also correspond with the researchers at the Center, providing a valuable resource to students (and teachers) for answers to questions that arise in the curriculum. Student visitors to the Marine Life Center will also have the opportunity to collect data from the aquatic exhibits by measuring and recording important water quality data, such as water temperature, pH, ammonia, salinity, dissolved oxygen, and nitrate levels. The wide variety of restoration and conservation topics and experiences learned at the Center can help foster good habits in all visitors; students, teachers, and parents alike.

Marine Life Center

Interactive Curriculum
Pre-K thru 12th Grade

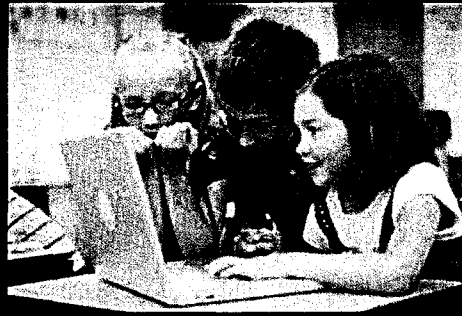
Student Lab Area

Component of STEM

*Science, Technology, Engineering,
& Mathematics*

*"STEM education in America is
an economic and national defense
imperative." Dr. Tibbets—
Okaloosa County Superintendent*

Interactive Theater



University Programs

Internships

Hands on Experience in
their Fields of Study

Opportunities to Study a
Variety of Species



Marine Life Center

Aquatic Exhibits to
Support Student
Curriculum



Gulf Species

Exhibits to Emphasize
Gulf Coast Conservation,
Restoration, and Ecology.



Community Out Reach/Education Programs

Mike Spranger, PhD Associate Director for Extension and Education, Florida Sea Grant Program believes their "focus would be on helping to develop community-based programs, to assist in development of educational materials, perhaps consult in creation of static and dynamic exhibits, help coordinate and network with other regional, state and national marine coastal education networks, etc"



Supplement E: Team Bios

DANIEL D. BENETTI, PhD

Professor, Director of Aquaculture, Rosenstiel School of Marine & Atmospheric Science.
University of Miami.

EDUCATION:

University of Miami, RSMAS, U.S.: **Ph.D.**, Marine Biology and Fisheries, 1987-92

University of Stirling, Scotland: **M.Sc.**, Aquaculture and Fishery Management, 1984-85

University of Rio Grande, Brazil: **B.Sc.**, Biological Oceanography, 1974-78

PROFESSIONAL, RESEARCH AND TEACHING EXPERIENCE:

Over twenty-five years experience in marine fish aquaculture worldwide, with emphasis on hatchery (maturation, spawning, larval rearing and nursery) and growout in cages.

2004-2009: Chairman of Marine Affairs and Policy at RSMAS-UM.

Present: Professor, Director of Aquaculture, MAF Division, Rosenstiel School of Marine and Atmospheric Science, University of Miami. Conducting research, R&D projects and teaching three graduate level aquaculture courses. Advisor of research associates, assistants, and graduate students. Research focuses on advanced technology of marine fish hatchery and offshore growout. Expertise in marine fish aquaculture, including science and technology, R&D, environmental, economic and management aspects of project development.

1996-1998: Research Scientist, Harbor Branch Oceanographic Institution, Aquaculture Div.

1994-1996: Consultant for private and government sectors (several projects in the U.S., Latin America, Australia, Europe, Asia, Caribbean and the middle-east). References available upon request.

1992-1994: Director, Mariculture Project, jointly sponsored by the government and private sector to foster aquaculture development in Ecuador, South America.

RECENT SELECTED PUBLICATIONS: (*Selected last 3 years only; over 100 articles published*)

Partridge, G., Benetti, D. D., Stieglitz, J., Margulies, D., Scholey, V. 2011. The effect of extended photo-period (24L) on growth and survival of pre-flexion yellow fin tuna (*Thunnus albacares*) larvae. *Aquaculture*, 2011, doi 10.1016/j.aquaculture.2011.05.039

Stieglitz, J., D.D. Benetti, R. Hoenig, A. Welch, S. Miralao, and B. Sardemberg 2011. Volitional year-round spawning of cobia (*Rachycentron canadum*) in recirculating systems. *Aquaculture Research*, 2011, 1-10; doi 10.1111/j.1365-2109.2011.02961.x

Zink, I., D. D. Benetti, P. Douillet, D. Margulies and V.P. Scholey 2011. Improvement of water chemistry with *Bacillus* probiotics inclusion during simulated transport of yellow fin tuna (*Thunnus albacares*) yolk sac larvae. *North American Journal of Aquaculture* 73: 42-48.

Benetti, D.D., B. O'Hanlon, J.A. Rivera, A.W. Welch, C. Maxey and M.R. Orhun 2010. Growth rates of cobia (*Rachycentron canadum*) in open ocean cages in the Caribbean. *Aquaculture* 302: 195-201

Benetti, D.D. and A. Welsh 2010. Advances in open ocean aquaculture technology and the future of seafood production. *The Journal of Ocean Technology* (5)2: 1-14

Benetti, D.D., G.I. Benetti, J.A. Rivera, B. Sardenberg and B. O'Hanlon 2010. Site selection criteria for open ocean aquaculture. *Marine Technology Society Journal* 44(3): 22-35

Welsh, A., R. Hoenig, J. Stieglitz, D. D. Benetti, A. Tacon, N. Sims, and B. O'Hanlon 2010. From fishing to the sustainable farming of carnivorous marine finfish. *Reviews in Fisheries Science* 18(3): 235-247

Benetti, D.D., J. D. Stieglitz, R. H. Hoenig, A. W. Welch, P. B. Brown, B. Sardenberg and S. Miralao. 2009. Developments in black fin tuna *Thunnus atlanticus* aquaculture. Pages 12-14 in: Proc. 2nd Global Center of Excellence Program Tuna Symposium of Kinki University. ISBN 978 1 74256 021 2. Adelaide, Australia, Dec. 1-3 2009: 92 pp.

Richard Langan, Ph.D.

Director, Coastal and Ocean Technology Programs

Gregg Hall, Suite 130
University of New Hampshire

EDUCATION

Ph.D., Zoology Department, University of New Hampshire; MS, Zoology Department, University of New Hampshire; BA, Biology Department, Lehigh University

1. RESEARCH INTERESTS

Open ocean aquaculture, research and development in molluscan shellfish culture, molluscan shellfish restoration, environmental assessment

2. PROFESSIONAL EXPERIENCE

2009-Present, Director, NERRS Science Collaborative

2001-Present, Director, Atlantic Marine Aquaculture Center

1998-Present Co-Director of the Cooperative Institute for Coastal and Estuarine Environmental Technology (CICEET)

1996-2000 Director, Jackson Estuarine Laboratory, UNH

1992-Present Associate Professor of Biological Sciences, UNH

1988-1999 Research Scientist, Jackson Estuarine Laboratory, UNH

1984 -1990 Co-owner of Piscataqua Pearl Oyster Company

1984-1988 Owner/Manager of Oyster River Seafoods, Inc

1980-1984. First Mate on the commercial fishing trawlers F/V Scotsman and F/V Captain Gould, Portsmouth, N.H.

3. RELEVANT COMMITTEES AND AFFILIATIONS

- East Coast Shellfish Research Institute
- East Coast Shellfish Growers Association
- National Shellfisheries Association
- World Aquaculture Society

- Chair, NH Sea Grant Policy Advisory Committee
- ICES Working Group on Marine Shellfish Culture
- Ocean Users Perspectives on Marine Spatial Planning, Nicholas Institute, Duke University

3.1.1 RECENT PUBLICATIONS

Langan, R. 2012. Ocean cage culture. Chapter 7 In *Aquaculture Production Systems*. (Ed. J. H. Tidwell). Wiley-Blackwell. Oxford, U.K. In press.

Langan, R. 2012. Mussel Culture: Innovations in Deep Water. In: *Sustainability science in aquaculture*. Costa-Pierce, B.A. and G.G. Page (Eds.). Encyclopedia of Sustainability Science and Technology. Springer Science, N.Y. In Press.

Langan, R. 2010. Technology Needs for Improved Operational Efficiency of Open Ocean Cage Culture. *Marine Technology Society Journal*, Vol. 44 No 3, pp 47-55.

Cheney, D., **Langan, R.**, Heasman, K., *Friedman, B. and Davis, J.* 2010. Shellfish and shellfish culture in the open ocean: the shellfish farming industry, lessons learned for offshore expansion. *Marine Technology Society Journal*. Vol. 44 No 3, pp 55-68.

Ronald H. Hoenig

HIGHER EDUCATION

2009 M.A. Marine Affairs and Policy, Aquaculture
University of Miami, Miami, FL, U.S.

1998 B.A. History
Brown University, Providence, RI, USA

EXPERIENCE

Aug. 2011-Present Marine Fish Hatchery Manager, Research Associate. University of Miami, Rosenstiel School of Marine and Atmospheric Sciences, Marine Aquaculture Program.

Feb. 2010-July 2011 University of Miami, Rosenstiel School of Marine and Atmospheric Sciences. Research Associate

Aug. 2006-Dec. 2009 University of Miami, Rosenstiel School of Marine and Atmospheric Sciences. Research Assistant. Graduate Student.

Jan. 1999-Dec. 2005 Touring Golf Professional. Competed on Canadian PGA Tour, Tour de las Americas, and Golden Bear Tour

RECENT PUBLICATIONS

Benetti, D., Sardenberg, B., Welch, A., **Hoenig, R.**, Orhun, M., Zink, I. 2008. Intensive larval husbandry and fingerling production of cobia *Rachycentron canadum*. *Aquaculture* 281:22-27.

Benetti, D., Orhun, M., Sardenberg, B., O'Hanlon, B., Welch, A., **Hoenig R.**, Zink, I., Rivera, J., Denlinger, B., Bacoat, D., Palmer, K., Cavalin, F. 2008. Advances in hatchery and grow-out technology of cobia *Rachycenton candadum* (Linnaeus). *Aquaculture Research* 39(7):710-711.

Benetti, D., Stieglitz, J., **Hoenig, R.**, Welch, A., Brown, P., Sardenberg, B., and Miralao, S. 2009. Developments in blackfin tuna (*Thunnus atlanticus*) aquaculture. The 2nd Global Center of Excellence Program Symposium of Kinki University 2009: Sustainable aquaculture of the bluefin and yellowfin tuna – Closing the life cycle for commercial production. Adelaide, Australia. Proceedings of the Symposium: 12-14.

Stieglitz, J.D., Benetti, D.D., **Hoenig, R.H.**, Sardenberg, B., Welch, A.W., and Miralao, S. 2011. Environmentally-conditioned, year-round volitional spawning of cobia (*Rachycentron*

canadum) in broodstock maturation systems. Aquaculture Research. DOI: 10.1111/j.1365-2109.2011.02961.x.

Welch, A., **Hoenig, R.**, Stieglitz, J., Benetti, D., Tacon, A., Sims, N., and O'Hanlon, B., 2010. From fishing to the sustainable farming of carnivorous marine finfish. Reviews in Fisheries Science, Vol.18(3): 235-247.

John D. Stieglitz

CURRENT EMPLOYMENT

Graduate Student (Ph.D.) and Research Assistant. University of Miami, Rosenstiel School of Marine and Atmospheric Sciences, Marine Aquaculture Program.

HIGHER EDUCATION

- 2010 M.Sc. Marine Affairs and Policy, Aquaculture
University of Miami, Miami, FL, U.S.
- 2002 B.A. Environmental Science
University of Denver, Denver, CO, U.S.

EMPLOYMENT EXPERIENCE

Sept. 2007 – Present University of Miami, Rosenstiel School of Marine and Atmospheric Sciences. Research Assistant. Graduate Student.

June 2004 - Aug. 2007 National Audubon Society, Marine Biologist

RECENT PUBLICATIONS

Stieglitz, J.D., Benetti, D.D., Hoenig, R.H., Sardenberg, B., Welch, A.W., and Miralao, S. 2011.

Environmentally-conditioned, year-round volitional spawning of cobia (*Rachycentron canadum*) in broodstock maturation systems. *Aquaculture Research*. DOI: 10.1111/j.1365-2109.2011.02961.x.

Partridge, G.J., Benetti, D.D., Stieglitz, J.D., Hutapea, J., McIntyre, A., Chen, B., Hutchinson,

W., and Scholey, V.P., 2011. The effect of 24-hour photoperiod on the survival, growth, and swim-bladder inflation of pre-flexion yellowfin tuna (*Thunnus albacares*) larvae. *Aquaculture* 319: 471-474.

Welch, A., Hoenig, R., Stieglitz, J., Benetti, D., Tacon, A., Sims, N., and O'Hanlon, B., 2010.

From fishing to the sustainable farming of carnivorous marine finfish. *Reviews in Fisheries Science*, Vol.18(3): 235-247.

Benetti, D.D., Stieglitz, J.D., Hoenig, R.H., Welch, A.W., Brown, P.B., Sardenberg, B. and

Name: Wade O. Watanabe

Position/Title: Research Professor, Aquaculture Program Coordinator, University of North Carolina Wilmington, Center for Marine Science; Program Leader for Mariculture, MARBIONC, Marine Biotechnology in North Carolina.

Education:

B.S.: 1973, Zoology, Oregon State University, Corvallis.

M.S.: 1975, Zoology, University of Hawaii, Honolulu.

Ph.D.: 1982, Zoology, University of Hawaii.

Major Research Areas: Controlled breeding, larval culture, and intensive growout and commercial development of various cultured finfish species.

Current Research: Marine finfish aquaculture, including research on intensive recirculating aquaculture system design and operation, waste management, nutrient recycling through integrated multitrophic aquaculture (finfish, microalgae, shellfish and salt-tolerant plants), economics and marketing of aquaculture production, and transfer of technology to commercial users through pilot-scale demonstration.

1997 Selected Publications:

Watanabe, W.O., S.C. Ellis, E.P. Ellis, W.D. Head, C.D. Kelley, A. Moriwake, C.-S. Lee and P.K. Bienfang. 1995. Progress in controlled breeding of Nassau grouper (*Epinephelus striatus*) broodstock by hormone induction. *Aquaculture* 138: 205-219.

Ellis, S.C., G. Viala, and W.O. Watanabe. 1996. Growth and feed utilization of hatchery-reared, juvenile Nassau grouper (*Epinephelus striatus*) fed four practical diets. *Progressive Fish-Culturist* 58: 167-172.

Watanabe, W.O., E.P. Ellis, S.C. Ellis, V.G. Lopez, J. Ginoza and A. Moriwake. 1996. Evaluation of first-feeding regimes for larval Nassau grouper (*E. striatus*) and preliminary pilot-scale culture through metamorphosis. *Journal of the World Aquaculture Society* 27: 323-331.

Watanabe, W.O., M.W. Feeley, S.C. Ellis, E.P. Ellis and R.A. Cooper. 1998. Light intensity and salinity effects on eggs and yolk sac larvae of the summer flounder *Paralichthys dentatus*. *Progressive Fish-Culturist* 60: 9-19 (Am. Fisheries Society Best Paper Award for 1999).

Watanabe, W.O., E.P. Ellis, S.C. Ellis, J. Chavez, C. Mandfredi, R.W. Hagood, M. Sparsis and S. Arneson. 1998. Artificial propagation of mutton snapper *Lutjanus analis* a new candidate marine fish species for aquaculture. *Journal World Aquaculture Society* 29: 176-187.

Watanabe, W.O., E.P. Ellis, S.C. Ellis and M.W. Feeley. 1998. Progress in controlled maturation and spawning of summer flounder *Paralichthys dentatus* broodstock. *Journal of the World Aquaculture Society* 29: 393-404.

Watanabe, W.O. S. C. Ellis, E. P. Ellis and M.W. Feeley. 1999. Temperature effects on eggs and yolk sac larvae of the summer flounder *Paralichthys dentatus* at different salinities. *North American Journal of Aquaculture* 61: 267-277. (Nominee American Fisheries Society Best Paper Award for 1999 in N.A. Journal of Aquaculture).

- Watanabe, W.O. and P. Carroll. 2001. Progress in controlled reproduction of summer and southern flounders, *Paralichthys dentatus* and *P. lethostigma*. *Journal of Applied Aquaculture* 11: 89-111.
- Watanabe, W.O., P. M. Carroll and H.V. Daniels. 2001. Sustained, natural spawning of southern flounder (*Paralichthys lethostigma*) broodstock under an extended photothermal regime. *Journal of the World Aquaculture Society* 32: 153-166.
- Watanabe, W.O. 2001. Species profile: Mutton snapper. Southern Regional Aquaculture Center. Texas A & M University. SRAC Pub. No. 725. 10 pp.
- Copeland, K.A., W.O. Watanabe and P.M. Carroll. 2002. Growth and feed utilization of captive wild-caught black sea bass *Centropristis striata* fed practical diets in a recirculating tank system under a semi-controlled temperature regime. *Journal of the World Aquaculture Society* 33: 97-109.
- Copeland, K.A., W.O. Watanabe, P.M. Carroll, K.S. Wheatley, and T.M. Losordo. 2003. Growth and feed utilization of captive wild black sea bass *Centropristis striata* at four different densities in a recirculating tank system. *Journal of the World Aquaculture Society* 34: 300-307.
- Watanabe, W.O., T. M. Losordo, K. Fitzsimmons and F. Hanley. 2002. Tilapia production systems in the Americas: technological advances, trends and challenges. *Reviews in Fisheries Science* 10: 465-498.
- Daniels, H.V. and W.O. Watanabe. 2003. A practical hatchery manual: Production of southern flounder fingerlings. North Carolina Sea Grant. 40 pp.
- Henne, J.P. and W.O. Watanabe. 2003. Effects of light intensity and salinity on growth, survival and osmoregulatory ability of southern flounder larvae *Paralichthys lethostigma*. *Journal of the World Aquaculture Society* 34: 450-465.
- Watanabe, W.O., T.I.J. Smith, D.L. Berlinsky, C.A. Woolridge, K.R. Stuart, K.A. Copeland and M.R. Denson. 2003. Volitional spawning of black sea bass *Centropristis striata* induced with pelleted luteinizing hormone releasing hormone-analogue. *Journal of the World Aquaculture Society* 34: 319-331.
- Moustakas, C. Th., W.O. Watanabe and K.A. Copeland. 2004. Combined effects of photoperiod and salinity on growth, survival, and osmoregulatory ability of southern flounder *Paralichthys lethostigma*. *Aquaculture Journal* 229: 159-179.
- Watanabe, W.O., D.D. Benetti, M.W. Feeley, D. A. Davis and R.P. Phelps. 2004. Status of artificial propagation of mutton, yellowtail and red snapper (family Lutjanidae) in the southeastern U.S. American Fisheries Society Symposium. American Fisheries Society. Bethesda, Maryland. Symposium 46: 517-540.
- Carroll, P.M., W.O. Watanabe and T.M. Losordo. 2005. Pilot production of hatchery-reared summer flounder in a marine recirculating aquaculture system: the effects of ration level on growth, feed conversion, and survival. *Journal of the World Aquaculture Society* 36: 120-128.
- Copeland, K.A., W.O. Watanabe and C. Dumas. 2005. Economic evaluation of a small-scale recirculating system for ongrowing of captive wild black sea bass *Centropristis striata* in North Carolina. *Journal World Aquaculture Society*: 36: 489-497.

- Morgan, A.J., R. Murashige, C.A. Woolridge, J.A. Luckenbach, W.O. Watanabe, R.J. Borski, and H.V. Daniels. 2006. Effective UV dose and pressure shock for induction of meiotic gynogenesis in southern flounder (*Paralichthys lethostigma*) using black sea bass (*Centropristis striata*) sperm. *Aquaculture* 259:290-299.
- Watanabe, W.O. and G. Miller. 2006. Nassau Grouper. Book Chapter in *Aquaculture Compendium 2006 Edition*. CAB International. Available on CD-ROM and the Internet. www/cabicompendium.org/ac
- Watanabe, W.O., Woolridge, C.A. and H.V. Daniels. 2006. Progress toward year-round spawning of southern flounder broodstock by manipulation of temperature and photoperiod. *Journal of the World Aquaculture Society* 37: 256-272.
- Watanabe, W.O., K. Fitzsimmons and Yang Yi. 2006. Farming of tilapia in saline waters. In: C. Webster and C. Lim, editors. *Tilapia Culture, Nutrition, and Feeding*. Haworth Press, Binghamton, NY 347-447.
- Mangino, A. and W.O. Watanabe. 2007. Combined effects of turbulence and salinity on growth, survival and whole-body osmolality of larval southern flounder. *Journal World Aquaculture Society* 37: 407-418.
- Bentley, C.D., P.M. Carroll, A.M. Riedel and W.O. Watanabe. 2008. Intensive rotifer production in a pilot-scale continuous culture recirculating system using condensed microalgae. *Journal of the World Aquaculture Society* 39: 625-635.
- Morris, J.A Jr., T. C. Rezek, N.A. McNeill and W.O. Watanabe. 2008. Aquaculture of the Atlantic Red Porgy. *North American Journal of Aquaculture* 70: 184-191.
- Bentley, C.D., W.O. Watanabe, T.C. Rezek, and P.J. Seaton. 2009. Preliminary investigations on the effects of dietary lipid on the spawning performance and egg quality of black sea bass *Centropristis striata* L. *Aquaculture Research* 40: 1873-1883
- Daniels, H.V., W.O. Watanabe, R. Murashige, T. Losordo and C. Dumas. 2010. Chapter 5. Culture of southern flounder, pp. 82-100, *In Practical Flatfish Culture and Stock Enhancement*, H.V. Daniels and W.O. Watanabe, editors. Wiley-Blackwell Publishers, Ames, Iowa. 366 pp.
- Watanabe, W.O. and H.V. Daniels. 2010. Chapter 18, *Practical Flatfish Culture and Stock Enhancement: Summary and conclusions*, pp. 323-354: *In Practical Flatfish Culture and Stock Enhancement*, H.V. Daniels and W.O. Watanabe, editors. Wiley-Blackwell Publishers, Ames, Iowa. 366 pp.
- Rezek, T.C., W.O. Watanabe, M. Harel and P.J. Seaton. 2010. The effects of dietary docosahexaenoic acid (22:6n-3) and arachidonic acid (20:4n-6) on growth, survival and stress resistance in black sea bass (*Centropristis striata*) larvae. *Aquaculture Research* 41: 1273-1412.
- Ostrowski, A.D., W.O. Watanabe, F.P. Montgomery, T.C. Rezek, T.H. Shafer, J.A. Morris Jr. 2010. Effects of salinity and temperature on the growth, survival, whole body osmolality, and expression of Na⁺/K⁺ ATPase mRNA in red porgy (*Pagrus pagrus*) larvae. *Aquaculture* 314: 193-201.
- Watanabe, W. O., and Alam, M. S. 2010. Plant-based feeds for black sea bass show promise. NOAA-Aqua Feeds initiative. Case study three. Pages 17-19 In: M.B Rust, F.T. Barrows,

- R.W. Hardy, A. Lazur, K. Naughten and J. Silverstein (editors). The Future of Aquafeeds. NOAA/USDA Alternative Feeds Initiative. <http://aquaculture.noaa.gov>
- Watanabe, W. O., P.M. Carroll, T.C. Rezek, A.R. Myers, C.D. Bentley and M.S. Alam. 2011. Production of Black Sea Bass Fingerlings: A Practical Hatchery Manual. Publication No.: North Carolina Sea Grant, Raleigh, North Carolina. UNC-SG-11-06. (In Press).
- Daniels, H.V. and W.O. Watanabe (Editors). 2010. Practical Flatfish Culture and Stock Enhancement. Wiley-Blackwell Publishers, Ames, Iowa. 366 pp.
- Watanabe, W.O. 2011. Species profile: Black Sea Bass. Southern Regional Aquaculture Center. Texas A & M University. SRAC Publication No. 7207. October 2011.
- Carrier, J.K. III, W.O. Watanabe, M. Harel, T. F. Rezek, P. J. Seaton and T.H. Shafer. 2011. Effects of dietary arachidonic acid on larval performance, fatty acid profiles, stress resistance, and expression of Na⁺/K⁺ ATPase mRNA in black sea bass *Centropristis striata*. Aquaculture 319: 111-121.

Joshua S. Grubman

BAR MEMBERSHIP

State of Florida, July 2006

United States District Court, Southern District of Florida, January 2009

EDUCATION

University of Miami
Rosenstiel School of Marine and Atmospheric Sciences
Current GPA: 3.8/4.0

Coral Gables, FL
January 2011 - Current
M.S. Degree Expected

University of Miami School of Law
GPA: 3.15 / 4.0 Juris Doctor, *cum laude*,

Coral Gables, FL
May 2006

University of Miami Business Law Review; Dean's Merit Scholarship; Dean's List

Lafayette College,

Easton, PA

GPA: 3.39/4.0 Bachelor of Arts in Math and Economics, with Honors,

May 2003

Dean's List; President, Phi Kappa Psi Fraternity, Pennsylvania Theta Chapter

EMPLOYMENT EXPERIENCE

Joshua S. Grubman, Esq.

Coral Gables, FL

Solo Practitioner,

Jan. 2011 – Current

After leaving the Wicker Law Firm, I began taking classes towards a Master's Degree at the Rosenstiel School for Marine Affairs and Sciences at the University of Miami. During this time, I have been developing a small practice on my own and working together with other attorneys on various matters.

The Wicker Law Firm

Coral Gables, FL

Associate,

April 2010 – Jan. 2011

As head of the Personal Injury Protection litigation division, I handled cases from initial receipt of claim through settlement negotiations and conclusion of litigation. I also regularly attended the client's office to help shape practices to ensure the client was proactive with the rapidly-evolving state of the law.

The Pinkert Law Firm

Miami, FL

Associate,

April 2008 – Dec. 2009

As an associate with the Pinkert Law Firm, I was exposed to Personal Injury Protection litigation, commercial litigation, and bankruptcy practice. I have also gone to trial and obtained a favorable verdict.

Conroy, Simberg, Ganon, Krevans, Abel, Lurvey, Morrow, & Schefer, P.A.,

Hollywood, FL

Associate,

Jan. 2007 – March 2008

I handled my own case load and assisted with complex litigation issues. I gave presentations on substantive law changes to insurance adjusters both at the client's office and at state-wide conferences.

America Holding Company,
Assistant General Counsel

Miami, FL
Sept. 2006 – Dec. 2006

Miami Beach City Attorney's Office

Miami Beach, FL

Michael D. Chambers,

Marine Aquaculture Specialist, NH Sea Grant

Jere A. Chase Ocean Engineering Laboratory, University of New Hampshire, Durham, NH

EDUCATION:

University of Wisconsin, B.S. Aquatic Biology, 1985

Master Captains License, 100 ton, Miami, Fl. 1990

Texas A&M University, M.S. Mariculture, 1994

University of New Hampshire, Ph.D. Biological Sciences, in progress

RESEARCH INTERESTS:

Mr. Chambers has 23 years' experience in managing and developing open ocean aquaculture and marine biological research. Projects have focused on environmentally responsible, farming technologies for warm and cold water marine species in the Atlantic, Pacific and Gulf of Mexico.

SELECTED EXPERIENCE/EMPLOYMENT:

Marine Aquaculture Specialist, NH Sea Grant, UNH, Durham, NH (2010- present)

Program Manager, Atlantic Marine Aquaculture Center, UNH, Durham, NH (05/2000 – 2010)

Offshore Aquaculture Development, Oceanic Institute, Waimanalo, Hawaii (10/1996 – 5/2000)

Manager/Marine Biologist, Occidental Petroleum Corporation, Aransas Pass, Texas (12/1994-10/1996)

Manager/Marine Biologist, Florida Brine Shrimp Inc., Tavernier, Florida (09/1990-12/1993)

Hatchery Director, GMSB Inc., Summerland Key, Florida (7/1989-09/1990)

Marine Biologist, Pacific Sea Resources, Saipan, CNM (01/1988 – 07/1988)

SELECTED PUBLICATIONS/PRESENTATIONS (selected publications are provided below.)

1. C. Rillahan, M. D. Chambers, W. H. Howell, W. H. Watson III. 2011. The Behavior of Cod (*Gadus Morhua*) in an Offshore Aquaculture Net Pen. *Aquaculture*. Volume 310, Issues 3-4. Pp. 361-368.

2. M.D. Chambers, J. DeCew, B. Celikkol, M. Yigit and M.C. Cremer. 2011. Small-Scale, Submersible Fish Cages Suitable for Developing Economies. *Global Aquaculture advocate*, Vol. 14, Issue 1. Pp. 30-32.
3. Rillahan, C., M.D. Chambers, W.H. Watson and W. H. Howell, "A self-contained system for observing and quantifying the behavior of Atlantic cod, *Gadus morhua*, in an offshore aquaculture cage," *J. Aquaculture*, (2009) (<http://dx.doi.org/10.1016/j.aquaculture.2009.04.003>)
4. Chambers, M.D., R. Langan, W. Howell, B. Celikkol, K., W. Watson, R. Barnaby, J. DeCew and C. Rillihan, "Recent Developments at the University of New Hampshire Open Ocean Aquaculture Site," *Bull. Aquacul. Assoc. Canada* 105(3) (2007)
5. Chambers, M.D. and W.H. Howell, "Preliminary information on cod and haddock production in submerged cages off the coast of New Hampshire USA," *ICES Journal of Marine Science*, 63(2) (2006)
6. Howell, W.H. and M.D. Chambers, "Growth performance and survival of Atlantic halibut (*Hippoglossus hippoglossus*) grown in submerged net pens," *Bull. Aqua. Assoc. Canada*, 9:35-37. (2005)
7. Fredriksson, D. W. J. DeCew, M. R. Swift, I. Tsukrov, M. D. Chambers and B. Celikkol. "The Design and Analysis of a Four-Cage Grid Mooring for Open Ocean Aquaculture," *Aquacultural Engineering* 32:77-94 (2004)
8. Chambers, M.D., W.H. Howell, R. Langan, B. Celikkol and D. Fredriksson, "Status of Open Ocean Aquaculture in New Hampshire," *Open Ocean Aquaculture, From Research to Commercial Reality*. The World Aquaculture Society, Baton Rouge, Louisiana, United States. (2003).

James P. McVey, Ph.D.

BIOGRAPHY

James P. McVey's distinguished career in aquaculture spans more than 30 years and covers research in offshore farming of marine fish, recirculation systems, shrimp, prawn, oyster, and clam aquaculture. He is widely known in the aquaculture world not only for his research and publications, but also for his tireless efforts to develop and promote aquaculture programs at the national and international levels, for developing the US Sea Grant and National Oceanic Atmospheric Administration (NOAA) Aquaculture Programs, and for his international leadership in aquaculture development.

Dr. McVey has had major roles in aquaculture research regulation and planning. He served as the Aquaculture Division Chief for the National Marine Fisheries Service Southeast Fisheries Center for a period of five years. He recently retired from the position of Program Director for Aquaculture at NOAA's National Sea Grant College Program. At Sea Grant, he managed NOAA's Oyster Disease Research Program, the Gulf Oyster Industry Initiative, and the National Aquaculture Initiative. He has provided input to the National Academy of Science review panels on aquaculture, to the Federal Coordinating Committees on Science and Technology, to Small Business Innovative Research Review Panels, and to the National Science Foundation. Dr. McVey played a major part in drafting the U.S. Department of Commerce's Aquaculture Policy that was signed by the Secretary of Commerce in 1999. He also helped draft the Offshore Aquaculture legislation presented recently before the US Congress. He served as NOAA's Coordinator for Marine Aquaculture from 2004 to 2005, and served on the Executive Committee of the Joint Subcommittee on Aquaculture. For his governmental work he received The Department of Commerce Bronze Medal in 1995 and the Department of Commerce Silver Medal in 2000.

Throughout his professional life Dr McVey has been involved with aquaculture at the international level, with interests centered in the Asia-Pacific region. He was among the first to attempt culturing marine species in the South Pacific. In Palau he designed and built the Micronesian Mariculture Demonstration Center (MMDC), which worked on the culture of giant clams, rabbitfish, marine algae, oysters, shrimp, and prawns. The MMDC was instrumental at introducing brackishwater pond culture to Micronesia. Dr. McVey has worked in Indonesia with the USAID, where he worked to bring improved technology for freshwater and marine shrimp hatcheries throughout the country. Dr McVey is past chair of US joint aquaculture programs with Japan, Korea, and, China.

Dr. McVey received his B.S. degree from the University of Miami M.S. and Ph.D. degrees from the University of Hawaii. He has published five major books on aquaculture and more than 50 scientific publications. He has been a mentor and an example to a whole generation of aquaculturists. His insight and dedication have been instrumental in advancing the state of aquaculture in the US and the world.

Patrick Barcus

WORK EXPERIENCE

- 2006-Present** **Cofio Software, Inc.** <http://www.cofio.com>
- Co-founder, VP of Operations, & Director
Raised and co-funded over \$4,000,000 in working capital
Currently co-managing AIMstor product launch in Japan & China
Overseeing Japanese localization effort & marketing materials
- 2007-Present** **IPacket Networks (CLEC)** **Destin, Florida •**
<http://www.ipacketnet.com>
- Co-founder, Director, & Investment partner
Successfully developed sales & marketing strategies for VoIP products (IP telephone, IP-TV, High Speed Internet, & IP Security Cameras) for the multi-tenant service market
Established strategic relationships with contractors, technology vendors, HOAs, and resort management companies
- 2003-2006** **Seychelles** **Panama City Beach, Florida**
- Investment partner & loan guarantor
- Arranged for \$39,000,000 in construction financing for a 198 unit condo project, Panama City Beach, Florida
- Status: All units sold & closed. Completed on schedule.
- 2000-2002** **BakBone Software** **Tokyo, Japan •** <http://www.bakbone.com>
- Co-founder, Investor, Board Member, & VP of APAC
Negotiated the purchase of NetVault, Ltd. for CDN listed TSX company, renamed BakBone Software
Assisted in raising over \$59,000,000 CDN
Responsible for building sales, marketing, & support operations in Japan, Korea, & Japan
Handpicked a team that has sold over \$100,000,000 in software to top F100 customers in Asia
Asian operations cash flow positive every year since 2000, Years 2006-2010 82% EBITDA, 12M per year profit
- 1997-2000** **NetVault Japan, KK** **Tokyo, Japan**
- Co-founder, Investor, Board Member, & Managing Director
Negotiated distribution rights for NetVault Software for the Asian market with CommVault Systems, Inc. (1996)
Assisted in setting up sales channels in Japan, Korea, Taiwan, Singapore
Asian operations cash flow positive every year
- 1996-2000** **Tracer Japan, KK** **Tokyo, Japan**
- Co-founder, Investor, Board Member, & VP of APAC
Managed OEM relationships with Panasonic, Pioneer, Sony, NTT-IT, and Victor Data Systems
Asian operations cash flow positive every year
- 1993-1996** **Tracer Technologies, Inc.** **Gaithersburg, Md. (based in Tokyo, Japan)**
- Director of International Sales
Setup distribution channels in Asia and Europe for Optical disk drivers, file systems, and & CD-R/CD-RW/DVD-R application software

Established OEM relationships with Panasonic, Pioneer, Sony, NTT-IT, and Victor Data Systems
Worked with Japanese hardware vendors on distribution strategies for their optical cd/dvd jukeboxes

1991-1993 Consultant

Tokyo, Japan

EDUCATION

1986-1990 The American university, Washington, D.C., School of International Service
B.A. International Studies, Summa Cum Laude

Charles W. (Chuck) Fuller

Professional Experience

3/2010-Present AquaGreen LLC/Inc. Destin, FL

Founding Partner and Board Member

<http://www.aquagreen.com>

2007-Present IPacket Networks, LLC Dallas, TX

Co-founder, Investment partner, & Director

<http://www.ipacketnet.com>

2003-Present Coastal Blue Development, LLC Panama City Beach, FL

Managing Partner

2002-2004 Surfside Development, LLC Mexico Beach, FL

Managing Partner

2000-2003 Beach Place, LLC Mexico Beach, FL

Managing Partner

Supplement F: Photographs of Hatchery Technologies & Expertise

Analytical Lab

General proximate analyses of fish tissue and of micronutrient composition, including phosphorus, amino acids, and fatty acids are conducted at the lab.

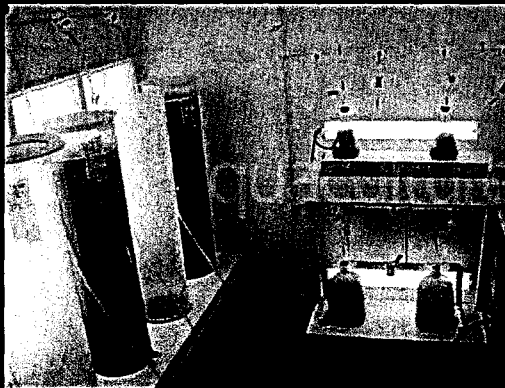
Courtesy of UNCW.



Hatchery & Live Feeds

The microalgae culture lab is equipped with flask, bag, and cylinder cultures for production of *Nannochloropsis*, *Isochrysis*, and *Tetraselmis*. Microalgae is used to feed rotifer cultures and as background algae in "greenwater" cultures of larval fish.

Courtesy of UNCW.



Feeds Preparation

Feeds, including larval microdiets, and starter and grower diets for nutritional studies are formulated and prepared in-house from raw ingredients.

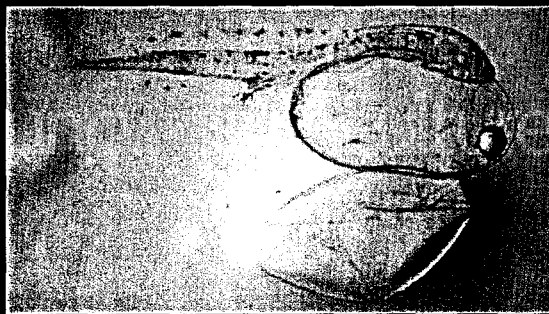
Courtesy of UNCW.



Larviculture Laboratory

Controlled-environment indoor larviculture lab consists of six temperature-controlled incubators with adjustable light hoods. This system allows control of temperature, salinity, light intensity, photoperiod, water turbulence and other environmental variables for study of the experimental culture requirements of the early life history stages of marine finfish, from egg through juvenile stages. Current research focuses on essential fatty acid nutrition and development of larval microdiets.

Courtesy of UNCW.



Supplement G: Financial Commitments

Commitment Letter

AquaGreen Inc.
4100 Legendary Dr. Suite 220
Destin, FL 32541

Re: Commitment Letter of Donation for AquaGreen Inc.'s Gulf Coast Marine Life Center, Okaloosa Island, Florida

Dear Sir or Madam:

My company, Florida's Best Creamery, a Florida based company, would be pleased to be involved in the development of the proposed Gulf Coast Marine Life Center (MLC) on Okaloosa Island, Florida. We are excited to participate in such a forward-looking project that truly takes into account the future of this region from an educational and economic development perspective.

I would be pleased to provide our company's financial support for the MLC's initial land lease with Okaloosa County, if AquaGreen were to be successful in their bid for a long term lease on the County's property.

We believe that your needs for the MLC will include the following:


- 1) Support the MLC lease to Okaloosa County for up to five consecutive years.

In support of the MLC, our company shall supply the support outlined below.

The financial support that we are offering has an approximate market value of \$50,000 per year for 5 years.

We understand that our donation promised in this Commitment Letter will be relied upon by AquaGreen Inc., a 501(c)3 non-profit organization, in order to move forward with future funding, grants, and other donations for the MLC. Once such donation is made, we understand that it becomes the property of AquaGreen Inc. AquaGreen Inc. does reserve the right to decline the donation.

We look forward to working with you on the MLC project.


Signature:

Print: Paul A. Barcus—Owner/ : PAUL BARCUS



30°31'11.21"N 86°29'40.93"W

May 2, 2012

AquaGreen Inc.
1320 Miracle Strip Parkway. Suite 4
Okaloosa Island, FL 32548

Re: Commitment Letter of Donation for AquaGreen Inc.'s Gulf Coast Marine Life Center, Okaloosa Island, Florida

Dear Sir or Madam:

My company, North Light Yacht Club, LLC, a Florida based company, would be pleased to be involved in the development of the Gulf Coast Marine Life Center (MLC) on Okaloosa Island, Florida. We are excited to participate in such a forward-looking project that truly takes into account the future of this region from an educational and economic development perspective.

We would be pleased to provide our financial support for the MLC initial land lease and 30 acre parcel maintenance commitment to enable the project to move forward.

We believe that your needs for the MLC will include the following:

1. Support the MLC lease to Okaloosa County for up to five consecutive years in the amount of \$25,000 per year.
2. Support the MLC lease for its commitment to take care of the costs associated for taking care of the County's remaining park acreage for a period of 10 years.

In support of the MLC, our company shall supply the support outlined above.

The financial support that we are offering has an approximate market value of \$25,000 along with the funds necessary to take care of the park.

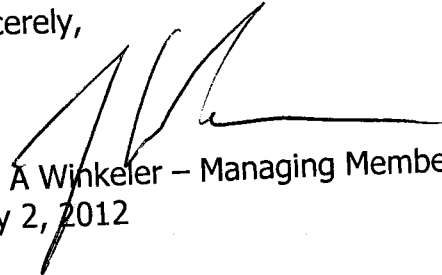
We understand that our donation promised in this Commitment Letter will be relied upon by AquaGreen Inc., a 501(c)3 non-profit organization, in order to move forward with future funding, grants, and other donations for the MLC. Once such donation is made, we understand that it becomes the property of AquaGreen Inc. AquaGreen Inc. does reserve the right to decline the donation.



We agree to hold our company's participation in the Okaloosa Island MLC confidential and will not to be disclosed to the general public or any third party through advertising, public relations or any other method on or before we have obtained written authorization from AquaGreen Inc.

We look forward to working with you on the MLC project.

Sincerely,



Joe A Winkeler – Managing Member
May 2, 2012





NORTHWEST FLORIDA STATE COLLEGE

100 College Boulevard • Niceville, FL 32578-1295 • (850) 678-5111 • www.nwfsc.edu

Office of Academic Affairs

March 15, 2012

Commissioner Don Amunds
Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Fort Walton Beach, FL 32547

Dear Mr. Amunds,

Northwest Florida State College looks forward to working with AquaGreen. The college endorses AquaGreen's focus on providing programs to increase jobs in this area. Northwest Florida State College has a long history of providing both educational and training opportunities for the areas we serve, and we look forward to doing so in this case.

We are pleased to support the project however we are able.

Sincerely,

Sasha L. Jarrell, Ph.D.
Vice-President for Academic Affairs

SLJ/pm



Economic Development Council
of Okaloosa County, Florida

February 6, 2012

Pat Barcus
AquaGreen
Pbarcus2@aol.com

Re: Project AquaGreen

Dear Mr. Barcus:

The Economic Development Council serving the Okaloosa County, Florida area is proud to provide this letter of support to you and your university partners in your efforts to secure a research grant for the AquaGreen Marine Life Center.

We have closely followed the progress of your Marine Life Center proposal and have attended county meetings where you and Dr. Benetti have made presentations on your objectives to establish this multi-faceted facility in the Okaloosa County area. I observed the positive reactions from our five County Commissioners and the audience while Dr. Benetti was delivering his power point presentation during one of these meetings. I understand that what you and your associates are proposing with this Marine Life Center could help to lay the groundwork for safe and environmentally sustainable aquaculture that will support the ecological, educational, and economic benefits to our region.

I applaud you for your efforts to secure the necessary permits at all levels and for this important project and for your willingness to help provide ecologically and commercially important marine fish fingerlings that will help in strengthening the marine aquaculture industry in the Gulf of Mexico.

The Economic Development Council is also proud of the fact that you will provide many quality jobs to our community through your state-of-the-art hatchery facility and modern aquarium with its exhibits and educational component. We look forward to assisting you and your team of experts in your location needs and providing you with all benefits that are applicable for this project at the state and local levels.

Sincerely,

Larry Sassano
President, Economic Development Council
Office: 850-362-6467

February 22, 2012

To Whom It May Concern:

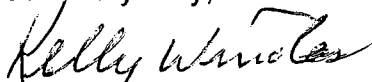
The fishermen are happy to endorse the Aquagreen Aquaculture Project proposed for Okaloosa Island. We believe that the project will be educational for our students as well as residents and visitors.


The history and heritage of our fishing industry goes hand in hand with such a project and appears to be right "in our wheelhouse" as far as south Okaloosa County goes.

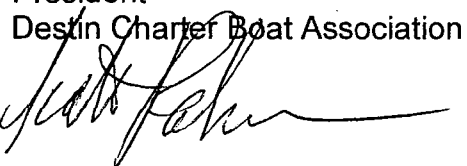
We believe that the potential is there for an eventual tourist attraction. With the ideal location that is available, and if the lease agreement is structured properly, the citizens of Okaloosa County could realize a substantial gain by way of long-term compensation.

We hope the County Commission will view this project as we do and give it ample consideration.

Yours very truly,


Capt. Kelly Windes
President
Destin Fishing Fleet, Inc.


Capt. David Windes
President
Destin Fisherman's Cooperative
Association, Inc.

Capt. Scott Robson
President
Destin Charter Boat Association


SCHOOL DISTRICT OF OKALOOSA COUNTY

SUPERINTENDENT OF SCHOOLS
ALEXIS TIBBETTS, Ed.D.

ATTORNEY TO THE BOARD
C. JEFFREY McINNIS, Esq.



BOARD MEMBERS
CINDY FRAKES
CHUCK KELLEY
CATHY THIGPEN
MELISSA THRUSH
RODNEY L. WALKER

February 6, 2012

To Whom It May Concern:

I am pleased and excited to write this letter in support of the AquaGreen Aquaculture project proposed for Okaloosa Island. The Okaloosa School District is committed to fostering interest in science, technology, engineering and mathematics (STEM) and this project will provide our students an excellent educational advantage. The potential for our students to interact with the scientific team, assembled by AquaGreen, is of great benefit. Generally, our students have less access to organizations like NOAA and the specialized environmental studies that are associated with larger university systems. Having the facility in our county gives our students the advantage of experiential learning. Aquaculture (Career and Technical Education) courses have already been developed and adopted by the state to provide formal education. In addition, fieldtrips will ignite early STEM interest in younger students.

Our area, rich in natural resources, needs to foster an understanding of environmental issues and to develop career opportunities for those that have a propensity toward environmental issues. Fostering environmental management and technological advances in aquaculture careers is essential to conservation and sustainability. Many of our students have interest in the fishing industry and our families understand the need for this project.

Please consider that the future needs of our community must be decided today by supporting STEM education which fosters industry-education connections and career development.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexis Tibbetts", written over a large, stylized circular flourish.

Alexis Tibbetts, Ed.D.
Superintendent of Schools

Indigo Seafood

Pure Sources, Pure Products

USA
PO Box 167
Odessa, FL 33556

Tel: 1 727-638-9109, 240-899-8833
Fax: 1 813-792-9109
www.indigoseafood.com, info@indigoseafood.com

May 1, 2012

TO WHOM IT MAY CONCERN:

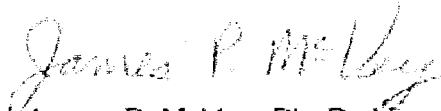
It is a pleasure to make comments about the proposed Gulf Coast Marine Life Center. The concept of an interactive aquarium and marine species hatchery, for both restoration and aquaculture purposes, can make major impacts on public awareness of the Gulf of Mexico ecosystems and help provide jobs in both the fisheries and aquaculture sectors. As the past Program Director for Marine Aquaculture at the National Sea Grant College Program and NOAA, I am aware of the power of research, education and outreach that can take place at such facilities. The potential to create jobs through the restoration of existing fisheries and the development of marine aquaculture opportunities for the working watermen of the Gulf Coast, can only take place through the type of infrastructure and programs that will derive from this project.

A state of the art marine aquarium and marine hatchery is complimentary to the other tourist destination sites adjacent to the proposed facility. The Gulfarium, Audubon Bird Preserve and Convention Center are very compatible with the theme of Gulf Coast Marine Life Center and together they will provide the tourist and business community a great venue for understanding Gulf Coast issues and enjoying the natural surroundings that are being planned. The Aquarium particularly will have an outreach and educational component that will reach thousands of visitors each year informing them on the importance of the Gulf of Mexico to their lives and well being.

The fact that the Gulf Coast Marine Life Center has partnered with several top level universities, and has assembled a team of international scientists to advise and design

the facility and the programming, gives me confidence that the project will be done in a professional way.

Technology for restoration of marine ecosystems and marine aquaculture has advanced significantly in the last two decades. Aquaculture now supplies 50% of all seafood worldwide and marine engineering and restoration technologies have developed to the point that many habitats can be designed and built to function similar to natural systems. The Gulf Coast Marine Life Center will work with coastal communities and resource managers to integrate the latest technologies to help rebuild damaged ecosystems and provide certified seed stock to rebuild commercial and ecologically important species as appropriate. This hatchery function can help form an aquaculture industry sector that will help meet the seafood needs of the nation and provide jobs to those interested in working on the water. The US is behind many other nations in the production of aquaculture products, but the Gulf of Mexico is an ideal place for marine aquaculture activities and with the proposed facility the US will be better prepared to compete in the world market place.



James P. McVey, Ph. D., Vice President
Indigo Seafood, LLC

SPECIAL CONDITIONS

1. **"No Contact Clause"** – The Okaloosa County 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 proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

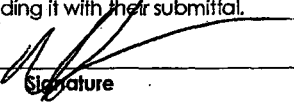
The period commences when the procurement document is received on the due date and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communications is allowed regarding the solicitation between prospective proposers/proposers and members of the Board of County Commissioners, the County Administrator 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 proposals are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposals must agree to comply with this policy, by signing the following statement and including it with their submittal.

I  representing **AguaGreen, Inc.**
Signature Company Name

Hereby agree to abide by the County's **"No Contact Clause"** and understand violation of this policy shall result in disqualification of my proposals/submittal.

2. **Project Description** – Work included under this contract shall include all labor, permits, and materials required for performing all work necessary to develop, build and manage a recreational facility on Okaloosa Island.
3. **Pre-Proposal Activity** – The contractor acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the work and is fully familiar with all of such conditions. In connection therewith, contractor specifically represents and warrants to Owner in this document, that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both nature and man-made, and all surface and subsurface conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete

COMPANY DATA

Proposer's Company Name: AquaGreen, Inc. dba Gulf Coast Marine Life Center

Physical Address & Phone #: 1320 Miracle Strip Parkway Suite 4
Okaloosa Island, FL 32548
850-249-1885

Contact Person: Charles W. Fuller

Phone #: 850-249-1885

Fax #: 850-249-1884

Federal ID or SS #: 45-2979834

Emergency #'s After Hours,
Weekends & Holidays: 850-249-1885

LIST OF REFERENCES

Refer to Proposal Specification

NAME OF CUSTOMER Joe Dougherty Architecture
ADDRESS 4100 Legendary Drive Suite 220, Destin FL 32541
PHONE NUMBER 850-650-5881
PERSON TO CONTACT Joe Dougherty

NAME OF CUSTOMER Ward & Ketchersid, P.A.
ADDRESS 1241 Airport Road, Suite H Destin, FL 32541
PHONE NUMBER 850-502-4756
PERSON TO CONTACT Bill Ketchersid

NAME OF CUSTOMER Burke-Blue, P.A.
ADDRESS 195 Grand Blvd., Suite 101, Sandestin, FL 32550
PHONE NUMBER 850-267-9498
PERSON TO CONTACT Rob Blue

NAME OF CUSTOMER Anchors, Smith & Grimsley
ADDRESS 909 Mar Walt Drive Suite 1014, Ft. Walton Bch, FL 32547
PHONE NUMBER 850-863-4064
PERSON TO CONTACT Jeff McInnis

NAME OF CUSTOMER Centennial Bank
ADDRESS 16901 Panama City Beach Pkwy, PCB, FL 32405
PHONE NUMBER 850-636-7997/850-819-7712
PERSON TO CONTACT Jeremy Bennett

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of 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 _____

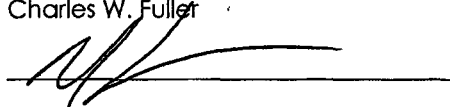
NAME(S)

POSITION(S)

FIRM NAME: AquaGreen, Inc.

BY (PRINTED): Charles W. Fuller

BY (SIGNATURE):



TITLE: Director of Business Operations

ADDRESS: 1320 Miracle Strip Parkway Suite 4
Okaloosa Island, FL 32548

PHONE NO. 850-249-1885

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER 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 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: 5/4/2012

SIGNATURE: 

COMPANY: AquaGreen, Inc.

NAME: Charles W. Fuller
(Typed or Printed)

ADDRESS: 1320 Miracle Strip Parkway Suite 4
Okaloosa Island, FL 32548

TITLE: Director of Business Operations

PHONE NO.: 850-249-1885

LIST OF REPRESENTATIVES

CONTRACT ADMINISTRATOR:

Jack Allen, Manager Purchasing Services
Okaloosa County Purchasing
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5998 (F)

CONTRACTOR'S REPRESENTATIVE: Charles W. Fuller

Patrick J. Barcus

INDEMNIFICATION AND HOLD HARMLESS

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

AquaGreen, Inc.
Proposer's Company Name

1320 Miracle Strip Parkway Suite 4
Okaloosa Island, FL 32548
Physical Address

850-249-1885
Phone Number

5/4/2012
DATE

(REVISED: JANUARY 12, 2001)

Last Revised - 01/26/2012


Authorized Signature - Manual

Charles W. Fuller
Authorized Signature - Typed

Director of Business Op.
Title

850-249-1884
FAX Number

850-249-1885
After-Hours Number(s)

No Contact Clause

1. The Okaloosa County 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 proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

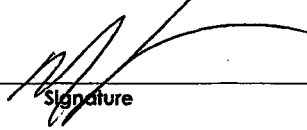
The period commences when the procurement document is received on the due date and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communications is allowed regarding the solicitation between prospective proposers/proposers and members of the Board of County Commissioners, the County Administrator 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 proposals are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposals must agree to comply with this policy by signing the following statement and including it with their submittal.



Signature

Representing **AquaGreen, Inc.**
Company Name

ANTI-COLLUSION STATEMENT: The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to proposal whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

AquaGreen, Inc.
Proposer's Company Name

1320 Miracle Strip Parkway Suite 4
Okaloosa Island, FL 32548

850-249-1885
Phone #

45-2979834
Federal ID # or SS #

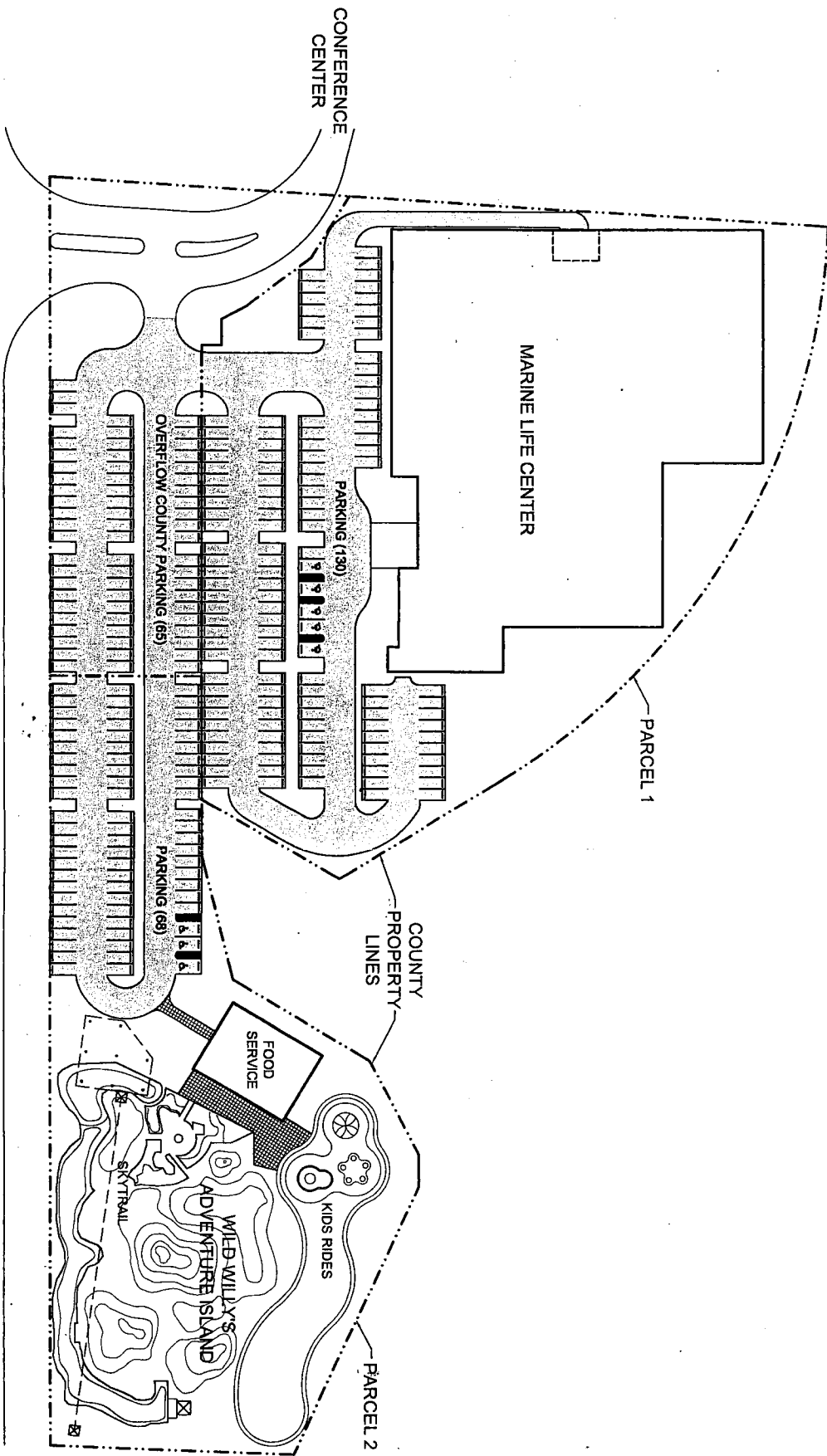

Authorized Signature – Manual

Charles W. Fuller
Authorized Signature – Typed

Director of Business Operations
Title

850-249-1884
Fax #

cfuller@aquagreen.com
E-mail address



OVERALL SITE PLAN - PARCELS 1 & 2

SCALE: 1" = 80'-0"

EMERALD COAST PKWY (HWY 98 - WEST BOUND)

ARCH : JPD
 DR BY : MD
 CK BY : JPD
 DATE : 3 MAY '12
 DWG. :
 PROJ. :

DWG. TITLE
**PROPOSED OVERALL
 SITE PLAN FOR
 PARCELS 1 & 2**

SUBMITTAL FOR
RFP - BCC 09-12
 OKALOOSA FLORIDA
 Joseph P Dougherty, AIA
 AR.0014812

DOUGHERTY ARCHITECTURE
 + Design, PA
 4100 Legendary Drive Suite 220,
 Destin, FL 32541
 Telephone : 850.650.5881
 Telefax : 850.650.5882

