

Jim Cox

From: "Jim Cox" <jlscproperties@gmail.com>
Date: Saturday, June 04, 2016 12:22 PM
To: "Terry Preston" <terry@ehsmadeeasy.com>; "Benjamin Stevenson" <box353@gmail.com>
Subject: Saturday's lease meeting.

Saturday morning, Robert Rinke and Ed Fleming held an information meeting at the Catholic Church. I estimate about 200 people attended.

Here are a few notes from Ed's comments:

- Ed feels there are "very few" leases on PB that are "perpetual", that is have renewal clauses that include a right for further renewals.
- Ed predicts that Fee-Simple Title legislation will never pass Congress – Senator Nelson opposes it because it amounts to a government "give away" of land.
- The Island Resorts lease (the vacant 12 acres) had no renewal provision at all. Ed feels that there are very few leases like that on PB. (Most will have some "right to renew", but under terms to be negotiated, which (per Ed) amounts to no right to perpetual renewals.) Assuming the Appellate Court ruling is upheld, and the 12 acre parcel of land is not taxable, Mr. Jones may decide to interpret the ruling very narrowly to apply the ruling only to leases with no renewal provision at all.
- Ed was vague about what they intend to do for the leaseholders who submit their leases to them, and are deemed not to have perpetual renewal rights. I asked Todd Harris about that after the meeting, and he said they will need to put the leases into various "buckets" and decide if there were sufficient leases in a bucket to share the litigation costs. I asked, does that mean that you may only take on cases for condos, where the cost can be shared among many units? He said that could easily be the case, as there may not be enough individual leases with the appropriate non-renewal language to warrant the cost of a legal challenge. (This seems at variance with Ed's earlier comment that there were very few "perpetual" leases.)

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E-mail the following documents in .PDF (Adobe Acrobat) format:

- MASTER LEASE (lease from SRIA) FOR YOUR PROPERTY
- ALL AMENDMENT(S) TO THE MASTER LEASE
- YOUR SUBLEASE/ASSIGNMENT OF LEASE

to: pensacolabeachlease@gmail.com

If size permits, all documents can be scanned together as one and emailed to us.

- Please do not send a photo of your document(s)
- Please do not send your document(s) with each page being a separate scan

If you do not have the ability to scan and email an entire .pdf document, Office Depot, UPS Store, etc. provide that service. In that case, you will need have Office Depot or UPS Store email the document to your email and you can then forward that email to us (pensacolabeachlease@gmail.com). That ensures we have your email address, enables us to respond directly to your email, and saves confusion as to whether or not your email was received.

PLEASE PROVIDE THE FOLLOWING WITH YOUR EMAIL:

- YOUR NAME;
- YOUR MAILING ADDRESS;
- YOUR PHONE NUMBER; and
- THE PROPERTY ADDRESS

NOTE: After receiving your lease documents, we will review and advise you as soon as possible if we are able to represent you. Please note that providing a copy of an assignment or a sublease without also including the master lease with the Santa Rosa Island Authority is not sufficient to allow us to evaluate the rights granted or not granted to you. If we are unable to represent you, we will make every effort to provide you with a formal letter declining representation. However, as stated at the informational meeting held on Saturday June 4th, whether or not you receive a formal declination letter, please be aware the law firm of McDonald-Fleming-Moorhead does not represent you until and unless we have entered a formal agreement with you to provide legal representation.