

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/04/2021

Contract/Lease Control #: L08-0329-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: KLW COASTAL, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/02/2021

Expiration Date: 01/14/2022

Description of: DAP BLOCK 8/LOT 5

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-51-7160

Monitor's FAX # or E-mail: ISTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: LO8-0329-AP Tracking Number: 415421  
Procurement/Contractor/Lessee Name: KLW Coastal, LLC Grant Funded: YES \_\_\_ NO X  
Purpose: Assignment of lease  
Date/Term: 1-14-22 1.  GREATER THAN \$100,000  
Department #: U210R 2.  GREATER THAN \$50,000  
Account #: 344101-344103 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: Airport Dept. Monitor Name: Stage

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-20-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
no federal funds Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**  
Approved as written: \_\_\_\_\_ Date: 10-20-2020  
see email attached  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: \_\_\_\_\_ Date: 10-20-2020  
see email attached  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Tuesday, October 20, 2020 11:14 AM  
**To:** DeRita Mason  
**Subject:** RE: Assignment of Lease from Aero-Marine LLC to AV8 Prep LLC

Approved for insurance purposes.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



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

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, October 20, 2020 11:11 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Assignment of Lease from Aero-Marine LLC to AV8 Prep LLC

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, October 20, 2020 4:41 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** RE: Assignment of Lease from Aero-Marine LLC to AV8 Prep LLC

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, October 20, 2020 12:11 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Assignment of Lease from Aero-Marine LLC to AV8 Prep LLC

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

CONTRACT#: L08-0329-AP  
KLW COASTAL, LLC  
DAP BLOCK 8/LOT 5  
EXPIRES: 01/14/2022

**CONSENT TO ASSIGNMENT OF LEASE  
AERO-MARINE, LLC TO KLW COASTAL, LLC  
AND LEASE AMENDMENT FOR L08-0329-AP  
HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 02 day of FEB, 2021, hereby approves of the assignment and amendment between Aero-Marine, LLC ("Lessee") and KLW Coastal, LLC ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the County entered into a Lease for Hangar Space, L08-0329-AP with Stanley Gordon on August 29, 2008 with an expiration date of January 14, 2022 for Block 8 Lot 5; and

**WHEREAS**, on July 6, 2016 the County approved an assignment of lease and amendment between Stanley Gordon to the Estate of Stanley J. Gordon Jr.; and

**WHEREAS**, on February 8, 2017 the County approved the assignment of lease and amendment between the Estate of Stanley J. Gordon Jr. and Aero-Marine, LLC

**WHEREAS**, Lessee now desires to amend and assign the Lease from Aero-Marine, LLC to KLW Coastal, LLC; and

**WHEREAS**, in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

**I. CONSENT TO ASSIGNMENT**

1. In accordance with Section 14 of L08-0329-AP, the County hereby consents to this assignment of the Lessee interest of Aero-Marine, LLC to KLW Coastal, LLC.

2. Assignee by execution of this Consent to Assignment of Lease and Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

## II. AMENDMENT TO THE LEASE AGREEMENT

L08-0329-AP is hereby amended as follows:

3. Section 6c titled "Ground Lease" of L08-0329-AP, is deleted and replaced as follows:

A basic ground lease rent of (\$1.60046) per square foot per year is established for the area occupied by the hangar building. The Lessee shall pay to Lessor at the office of the airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and payable in advance of October 1<sup>st</sup> of each year. The Lease includes One Thousand Two Hundred Fifty (1,250) square feet at (\$1.60046) per square foot per year for a total annual cost of Two Thousand Dollars and Fifty-Eight Cents (\$2,000.58), plus tax

4. Section 7 titled "Escalation Clause" of L08-0329-AP is deleted and replaced as follows:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") based on a twelve (12) month September through August average. The "CPI" shall be the revised Consumer Price Index for all Urban Consumers for all items - U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84=100 (CPI-U).

5. Section 14 titled "Assignment and Sublease" of L08-0329-AP is deleted and replaced as follows:

- a. All subsequent transfers and assignments of this Lease shall require the prior written approval of the Lessor and payment of Approval Fee of One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate. During the entire term of the Lease the hangar lease rent fee will transfer at the same rate as the current Lessee at the time of the assignment and continue to be adjusted annually in accordance with the escalation clause established in this lease. Lessee shall have thirty (30) days after the County's consent to assignment to exercise a right of transfer or assign. Otherwise, should the transfer or assignment not be approved, the One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate shall be refunded.
- b. Lessee shall not assign this Lease at any given time without prior written consent of County.
- c. Lessee shall not sublet or "loan" space or share the Leased Premises in whole or in part for the entirety of this agreement.

6. Section 18 titled "Insurance" is hereby deleted and replaced with Exhibit A:

7. Section 19 titled "Notices", is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first-class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: KWL Coastal, LLC, Kenneth Wheeler, 1471 Blackberry Ln Cumming, GA 30041.

8. Section 27 titled "Place of Payments" is hereby deleted in its entirety.

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

*Carolyn N. Ketchel*

Carolyn N. Ketchel  
Chairman, Board of County Commissioners



Date: FEB 0 2 2021

ATTEST

*J.D. Peacock II*  
\_\_\_\_\_  
J.D. Peacock II  
Clerk of Circuit Court





LESSEE

*[Handwritten Signature]*

Aero-Marine, LLC  
Scott L. Cunningham

Date: 12/19/2020

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence by SCOTT L. CUNNINGHAM. He/She is personally known to me or has produced Personally Known as identification

Sworn and subscribed before me this 19 day of December, 2020

*[Handwritten Signature]*  
NOTARY (Signature)

TODD TURLEY  
NOTARY (Printed Name)

Commission Number: 11/19/2022  
GG277728



TODD TURLEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG277728  
Expires 11/19/2022

ASSIGNEE

*[Handwritten Signature]*

KLW Coastal, LLC  
Kenneth Wheeler

Date: 12 22 2020

ATTEST:

*[Handwritten Signature: Maria H. Sandusky]*

Witness

*[Handwritten Signature]*

Witness

ACKNOWLEDGMENTS

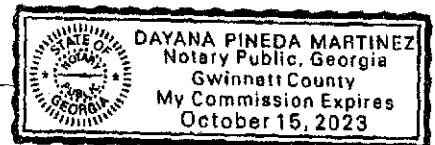
STATE OF Georgia  
COUNTY OF Forsyth

The foregoing instrument was acknowledged before me by means of physical presence by  
Drew Clark. He/She is personally known to me or has produced  
Driver license as identification

Sworn and subscribed before me this 22 day of December, 2020

*[Handwritten Signature]*  
NOTARY (Signature)

Dayana Pineda Martinez  
NOTARY (Printed Name)



Commission Number: \_\_\_\_\_

**Exhibit A**  
**Insurance Requirements**

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR**  
**HANGAR LEASES**

**INSURANCE REQUIREMENTS**

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day's prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

**WORKERS' COMPENSATION INSURANCE**

1. If applicable: The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

4. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.
5. If contractor is exempt, proof of the exemption from the State is required. Any subcontractors used must show proof of Workers Compensation with the waiver of subrogation in favor of Okaloosa County. Note: Okaloosa County reserves the right to require Workers Compensation coverage on all contracts

**GENERAL LIABILITY INSURANCE**

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury and Property Damage with respect to the Leased premises.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Lessee shall notify the County representative in writing. The Lessee 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. Excess liability insurance must state which policy it applies to.

**PROPERTY INSURANCE**

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

**INSURANCE 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>INSURANCE TYPE</u>	<u>LIMIT</u>
1. Workers' Compensation	Statutory
1.) State	\$100,000 each accident
2.) Employer's Liability	\$1,000,000 each occurrence
2. General Liability	(A combined single limit)
3. Aircraft Liability	\$1,000,000 each occurrence
	(A combined single limit)

## **NOTICE OF CLAIMS OR LITIGATION**

The Lessee 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 Lessee'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 Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

Lessee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Lessee.

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows:

Okaloosa County Board of County Commissioners  
302 Wilson Street, Suite 301  
Crestview FL 32536 USA

2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to:

Okaloosa County Risk Management Department  
302 Wilson Street, Suite 301  
Crestview FL 32536 USA

4. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Lessee's full responsibility. In particular, the Lessee shall afford full coverage as specified herein to entities listed as Additional Insured. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.
5. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

#### **GENERAL TERMS**

1. Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.
2. The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.
3. Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
4. The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Lessee 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.

**CERTIFICATE OF INSURANCE**

**Certificate issued to:** Okaloosa County Board of County Commissioners, Destin-Fort Walton Beach Airport Administration, 1701 State Road 85 Nort, Eglin AFB, Florida 32542

**Insured:** Wheeler Equipment LLC and Kenneth Wheeler

**Address:** 3539 Trotter Dr., Alpharetta, GA 30004-7701

**Policy Number:** SAV100615700

**Effective Dates:** 12/01/2020 to 09/03/2021

**Insurer:** **StarStone National Insurance Company, c/o London Aviation Underwriters, Inc.**

**Producer:** Arlington/Roe & Company Inc., Indianapolis, IN Ph. 800-878-9891

**Coverage:** **N265DB 2008 Beechcraft G58 Baron**  
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)  
Combined Single Limit \$2,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$250,000 Each Passenger, Each Occurrence.  
Includes SAV 0161 Non-Commercial Premises Liability Endorsement

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters.

EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.

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

This Certificate cancels and supercedes any previously issued Certificates.

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Date: 12/2/2020 9:23:01 AM

By: 

Authorized Representative  
LONDON AVIATION UNDERWRITERS, INC.  
33405 6th Ave S, Federal Way, WA 98003-6335



StarStone National Insurance Company  
 Harborside Financial Center  
 Harborside 5  
 185 Hudson Street, Suite 2600  
 Jersey City, NJ 07311  
 Tel: 201-743-7700

POLICY NO SAV100615700

Producer: Arlington/Roe & Company Inc.  
 Indianapolis, IN

**DECLARATIONS**

**NAMED INSURED:** Wheeler Equipment LLC  
**ADDRESS:** 3539 Trotter Dr., Alpharetta, GA 30004-7701

**POLICY PERIOD:** From 9/3/2020 to 9/3/2021 12:01 A.M. Standard Time at the address of the Named Insured stated above.

The insurance provided is only with respect to the following aircraft and coverages. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all terms of this Policy having reference thereto.

<b>AIRCRAFT: N265DB 2008 Beechcraft G58 Baron</b>	<b>PREMIUM</b>
Having retractable wheel landing gear. Maximum 5 Passengers (Excluding Crew) at any one time.	
<b>USES:</b> This aircraft is covered only for uses defined as Pleasure and Business.	
<b>I. LIABILITY COVERAGES:</b> A. Bodily Injury sustained by any person, excluding all occupants of the aircraft, and excluding claims which originate from any injury to occupants of the aircraft, such as loss of care or services, or negligent infliction of emotional distress and B. Damage to Property and C. Bodily Injury sustained by any passenger, excluding the pilot and crew and all persons working upon the aircraft. Combined Single Limit \$2,000,000 Each Occurrence but C. Limited to \$250,000 Each Passenger, Each Occurrence.	<b>\$1,092.00</b>
<b>II. MEDICAL EXPENSE:</b> Including Crew, Limited to \$5,000 Each Person Each Occurrence.	<b>\$85.00</b>
<b>III. AIRCRAFT DAMAGE COVERAGE:</b> Insured value \$600,000. Subject to a \$100 Deductible while Not In Motion. Otherwise subject to a \$5,000 Deductible. Deductibles do not apply to Total Loss.	<b>\$8,100.00</b>
Loss, if any, under Section III is payable, as interest may appear, to the Named Insured and Branch Banking and Trust Co. ISAOAJATIMA, Attn: BB&T Insurance Center, P O Box 1626, Wilson, NC 27894.	
<b>APPROVED PILOTS:</b> The above coverages do not apply while N265DB is operated by other than the following:	
<b>A. Named Pilot(s):</b>	
• Kenneth Wheeler	
<b>B. Additional Pilot Clause:</b> any Pilot, aged between 25 and 65, having a Private (or better) Pilot Certificate with Multiengine Land and Instrument Ratings who has flown a minimum of 1000 total flying hours as Pilot In Command, 250 of which shall have been Multiengine Land hours, including 25 hours in a Beechcraft G58 Baron, and who has had no accidents, incidents, violations, or suspensions within the past five years, and who has the Insured's full approval and consent.	
Furthermore, all pilots must be in compliance with the requirements of both FAR 61.56 (Flight Review) and FAR 61.23 (Medical Certificates: Requirement and Duration), and must be certificated for the make and model being flown, and must be currently rated for the flight involved, unless otherwise stated.	
<b>SPECIAL CONDITION(S):</b> None	
<b>GEOGRAPHICAL LIMITS:</b> The contiguous 48 United States, Mexico, the Bahamas, and Canada south of 54 degrees North Latitude.	
<b>CANCELLATION:</b> In the event of cancellation or deletion of coverage, premium retained by the Company will be calculated per the US Short Rate Earned Premium Scale.	





StarStone National Insurance Company  
Harborside Financial Center  
Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
Tel: 201-743-7700

Endorsement No. 3 Effective Date: 9/3/2020  
To Policy No. SAV100615700

NAMED **Wheeler Equipment LLC**  
INSURED  
  
PRODUCER **Arlington/Roe & Company Inc.**  
**Indianapolis, IN**

PREMIUM  
  
*DUE HEREWITH \$0.00*

**NON-COMMERCIAL PREMISES LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following: SAV 0001 Aircraft Policy

If the **Purpose of Use** for ALL insured aircraft does not include operations for hire or reward, the aircraft Coverage I. Liability shall also apply to the portion of the airport used for the parking or storage of the insured aircraft.

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

Date: ~~9/5/2008~~ 11/17/08 *JK*

Contract/Lease Control #: L08-0329-AP14-155 *JK*

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: STANLEY GORDON

Lessor: OKALOOSA COUNTY

Effective Date: 8/29/2008

Amount: \$44,352

Term/Expires: 3/15/2021

Description of Contract/Lease: DAP BLOCK 8/LOT 5

Department Manager: AIRPORTS

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed: ~~11/17/08 per Dave Miner. Transferred to L# 349~~

*JK*

11/3/09 Re-opened - Closed in error per conversation  
with Dave Miner. *JK*



**Certificate of Insurance**

This is to certify to (Certificate Holder): OKALOOSA COUNTY  
5479 A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

The following policy has been issued to: Aero Marine LLC  
544 WALTON WAY  
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007202  
THIS COVERAGE IS EFFECTIVE 12:01 AM  
INSURANCE COMPANY:  
LIABILITY COVERAGES:

POLICY PERIOD: FROM: February 10, 2019 TO February 10, 2020

OLD REPUBLIC INSURANCE COMPANY

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Single Limit Including Passengers, with Passenger liability Limited to:	\$100,000	\$1,000,000

DESCRIPTION OF AIRCRAFT			PHYSICAL DAMAGE COVERAGE:		
FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES NOT IN-MOTION	DEDUCTIBLES IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$250,000	\$0	\$0

**THIS CERTIFICATE HOLDER IS:**  
Included as an Additional Insured on aircraft Liability Coverage, but only as respects operations of the Named Insured. Coverage includes legal liability for Bodily Injury or Property Damage arising from the Named Insured's use or maintenance of the premises where aircraft is parked or stored. This coverage is part of and not in addition to the Liability Coverage limit, and the total amount we will pay for all bodily injury and property damage arising from any one occurrence is the "each occurrence" amount indicated on the Coverage Data Page.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.**

Agency Name: Agency Phone:	J. SMITH LANIER, 678-639-4100	 Wendy Kellner Old Republic Aerospace Representative:	Date: 10/09/2019
-------------------------------	----------------------------------	---	------------------

LEASE# L08-0329-AP  
AERO MARINE LLC  
DAP BLK 8/LOT 5 XFERED FM #L183  
EXPIRES: 01/14/2022

**Each Passenger Coverage limits.** If the Coverage Data Page shows a coverage limit for “each passenger,” that amount is the most we will pay for all claims and all **derivative claims** arising or resulting from **bodily injury** to any one passenger in an occurrence. The “each occurrence” limit is the most we will pay for all **bodily injury** and **property damage** claims that result from any occurrence, regardless of the number of persons bringing claims or the number of claims made against you.

**Example:** Suppose you have an “each passenger” limit of \$100,000 and an “each occurrence” limit of \$1,000,000. Four passengers and two persons on the ground are physically injured in an occurrence. The most we will pay for claims by any one of the four passengers, together with derivative claims by that passenger’s family members is \$100,000. The most we will pay for all claims resulting from injuries to all four passengers, including **derivative claims** by family members is \$400,000. Finally, the most we will pay for all claims under the policy inclusive of claims for passenger bodily injury is \$1,000,000.

**Each Person Coverage limits.** If the Coverage Data Page shows a coverage limit for “each person,” that amount is the most we will pay for all claims and all **derivative claims** arising or resulting from **bodily injury** to any one person in an occurrence. The “each occurrence” limit is the most we will pay for all **bodily injury** and **property damage** claims that result from any occurrence, regardless of the number of persons bringing claims or the number of claims made against you.

**Example:** Suppose you have an “each person” limit of \$100,000 and an “each occurrence” limit of \$500,000. Four passengers and two persons on the ground are physically injured in an occurrence. The most we will pay for claims by any one of those six persons, together with **derivative claims** by that person’s family members, is \$100,000. The most we will pay for all claims resulting from injuries to all six persons, including **derivative claims** by family members, is \$500,000.

**Airport premises accidents.** If you are legally liable for **bodily injury** or **property damage** that takes place during the policy period as the result of an occurrence involving your use or maintenance of the premises where you park or store your aircraft, we will pay on your behalf any such legal liability for that **bodily injury** or **property damage**. This coverage is part of and not in addition to the Liability Coverage limit, and the total amount we will pay for all **bodily injury** and **property damage** arising from any one occurrence is the “each occurrence” amount indicated on the Coverage Data Page. If you have more than one aircraft insured under this policy, the most we will pay is still one “each occurrence” limit.

## **Additional Liability Coverage**

In addition to the Liability Coverage limit shown on the Coverage Data Page, this policy provides the additional coverages described in this section.

**Defending lawsuits.** If a lawsuit is brought against you that is covered by this part of the policy, we will pay to defend you against the lawsuit even if the lawsuit is groundless or false. We will also pay any post-judgment interest that you owe on that part of a judgment we pay.

We may investigate and settle any claims against you in any way we think reasonable and appropriate. We will not pay a claim or defend a lawsuit after we have paid the applicable Liability Coverage limit by settlement or judgment.

**Loss of salary.** We may make a specific request that you assist us in connection with a claim or lawsuit. If we do this, we will reimburse you for your actual loss of salary or wages and for reasonable costs you incur, but not for loss of other income.

**Example:** If you must take time off from your job as an aircraft designer, and lose part of your regular salary, we will reimburse you. But if you lose a commission because you are unavailable during the trial, we will not reimburse you.

**Payments for bonds.** We will pay premiums on appeal bonds and bonds to release any property and personal effects that are being held as security. But we will not pay more than the applicable Liability Coverage limit.

We will also pay up to \$500 for each bail bond you need as a result of an occurrence or violation of a civil aviation rule involving your aircraft. But we have no obligation to apply for or furnish such bonds.

**Financial responsibility laws.** If your policy is certified as proof of insurance under any aircraft financial responsibility law, we will pay up to the minimum amounts required by such laws, even if we must pay more than your coverage limits under this policy. If we do, you agree to reimburse us for the amount we pay that is greater than what we would otherwise have paid under this policy.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/14/2017

Contract/Lease Control #: L08-0329-APD

Bid #: NA

Contract/Lease Type: REVENUE

Award To/Lessee: AREO-MARINE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/29/2008

Expiration Date: 03/15/2021

Description of Contract/Lease: DAP BLOCK 8/LOT 5

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0329-AP Tracking Number: \_\_\_\_\_  
Contractor/Lessee Name: Estate of Stanley J. Gordon Jr. Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: ROL & Amendment No. 2

---

Date/Term: 1-14-22 1.  GREATER THAN \$50,000  
Amount: \$1,875.00 annually plus tax 2.  GREATER THAN \$25,000  
Department: AP 3.  \$25,000 OR LESS  
Dept. Monitor Name: Stacy/micel  
Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

Procurement requirements are met:  
Charles Powell Date: 12/22/2016  
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

**Risk Management Review**

Approved as written: w/ current COI  
Laura J. Porter Date: 12/28/2016  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email dated 12/29/2016  
Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hashihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contract & Grant**

Document has been received:  
Date: \_\_\_\_\_  
Contracts & Grants Manager



Customer No. 1634075  
Certificate No. A-000044368

# CERTIFICATE of INSURANCE

This certificate is issued to

*L08-0329-AP*

Okaloosa County  
5479 A Old Bethel Road  
Crestview, FL 32536

On behalf of Named Insured    Aero-Marine, LLC  
544 Walton Way  
Miramar Beach, FL 32550

Insurer                                U.S. Specialty Insurance Company

Issuing Insurer Policy No.        AC301162600

Policy Period                         February 10, 2017 to February 10, 2018

Insured Aircraft	Coverage	Limits of Liability
2005 LANCAIR COMPANY LC41-550FG, N2535L Serial No.: 41082	Single Limit Bodily Injury & Property Damage Liability	\$1,000,000 each occurrence limited to \$100,000 per passenger
	Aircraft Physical Damage	\$250,000 insured value Ground and Flight

Deductibles:    \$2500 in motion    \$250 not in motion

### Additional Coverages or Agreements

- The Certificate Holder is included as an Additional Insured with respect to operations of the Named Insured.

This certificate is issued for information purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the Certificate Holder and the Named Insured. Notice is hereby given that AOPA Insurance Services is not the Insurer hereunder and shall not be held liable for any loss or damage. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to provide thirty (30) days advance notice to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

Date of Issue: August 10, 2017

By: *Brenda J. Janning*  
Authorized Representative

CERT AL-AL-COI-0  
JM

AOPA INSURANCE SERVICES  
OFFICE 1995 MIDFIELD ROAD WICHITA, KS 67209  
MAIL P.O. BOX 9170 WICHITA, KS 67277  
P 800-622 AOPA[2672] F 316 942 0091  
aopainsurance.org

CONFIDENTIAL

0 CERT-AL-AL-COI-0

2017-02-407811

1634075

## Dave Miner

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, December 29, 2016 8:36 AM  
**To:** Dave Miner  
**Cc:** Krystal King; Lynn Hoshihara; Charles Powell; Chase Jenkins  
**Subject:** RE: AOL Amendment Gordon Estate for Coordination

Good Morning Dave:

This is approved for legal sufficiency.

Have a wonderful day!  
Kerry

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Thursday, December 29, 2016 9:30 AM  
**To:** Parsons, Kerry; Charles Powell; Chase Jenkins  
**Cc:** Krystal King; Lynn Hoshihara  
**Subject:** RE: AOL Amendment Gordon Estate for Coordination

Ms. Parsons:

Attached is the AOL with revisions.

Dave

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Tuesday, December 27, 2016 2:27 PM  
**To:** Dave Miner; Charles Powell; Chase Jenkins  
**Cc:** Krystal King; Lynn Hoshihara  
**Subject:** RE: AOL Amendment Gordon Estate for Coordination

Please find attached my revisions.

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Thursday, December 22, 2016 1:41 PM  
**To:** Charles Powell; Chase Jenkins  
**Cc:** Parsons, Kerry; Krystal King  
**Subject:** AOL Amendment Gordon Estate for Coordination



Charles:

Attached you will find an AOL and Amendment Gordon Estate for coordination. You will receive an original in distro.

Thank you.

Dave

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

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

**Contract # L08-0329-AP  
AERO-MARINE, LLC  
DAP BLOCK 8/LOT 5  
EXPIRES: 01/14/2022**

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L08-0329-AP  
ESTATE OF STANLEY J. GORDON JR. HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Lease and Second Amendment, made and entered into this 8th day of February, 2017, hereby approves of the assignment between Estate of Stanley J. Gordon Jr. ("Lessee") and Aero-Marine, LLC ("Assignee"), and further amends lease L08-0329-AP ("Lease Agreement"), dated October 4, 2007, by Estate of Stanley J. Gordon Jr. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the County entered into a Lease Agreement, L08-0329-AP for Hanger Space with Stanley J. Gordon Jr. on February 11, 2002, Lease for Hangar Space Option on August 29, 2008 and Assignment of Lease and First Amendment on July 6, 2016 at the Destin Executive Airport with a current expiration date of January 14, 2022; and

**WHEREAS**, Lessee desires an Assignment of Lease from Estate of Stanley J. Gordon Jr. to Aero-Marine, LLC; and

**WHEREAS**, in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

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

**WHEREAS**, the parties now desire to provide additional revisions to the Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

**I. CONSENT TO ASSIGNMENT**

1. In accordance with section 14 of L08-0329-AP, the County hereby consents to this assignment of the Lessee interest of the Estate of Stanley J. Gordon Jr. to Aero-Marine, LLC.

2. Assignee by execution of this Consent to Assignment of Lease and Amendment, and in consideration of consent by the County of the same, if bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

## II. AMENDMENT TO THE LEASE AGREEMENT

L08-0329-AP is hereby amended as follows:

1. Section 6 c titled "Ground Lease" of L08-0329-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$1,875.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L08-0329-AP, is deleted and replaced as follows:

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

3. Section 19 titled "Notices" of L08-0329-AP, is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Aero-Marine, LLC, Scott Cunningham, 544 Walton Way, Miramar Beach, FL 32550.

4. Section 27 "Place of Payments" of L08-0329, is hereby deleted and replaced as follows:

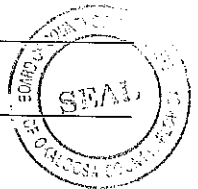
All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

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

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

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman  
Date: 18 Feb 2017

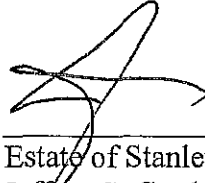


ATTEST:

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



LESSEE



Estate of Stanley J. Gordon Jr.

Jeffrey S. Gordon

Date: 1/9/17

ATTEST:

Yick Jewell  
Witness

Jama Martin  
Witness

ACKNOWLEDGMENTS

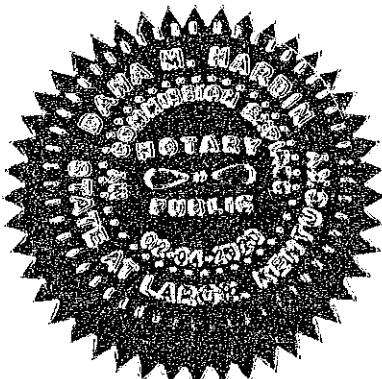
STATE OF Kentucky  
COUNTY OF Jefferson

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

Sworn and subscribed before me this 9<sup>th</sup> day of January, 2017, AD.

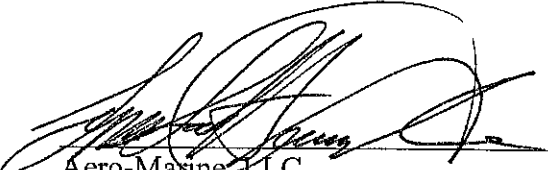
Dana M. Hardin  
NOTARY

My Commission Expires:

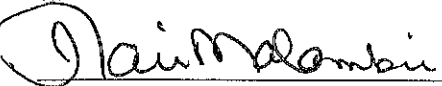


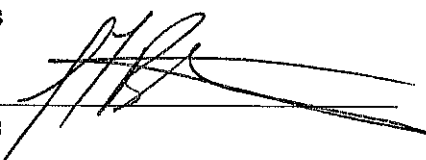
DANA M. HARDIN  
NOTARY PUBLIC-STATE AT LARGE  
KENTUCKY  
NOTARY ID # 649493  
MY COMMISSION EXPIRES 02-04-2020

ASSIGNEE

  
Aero-Marine, LLC  
Lyman Scott Cunningham  
Date: 1/23/17

ATTEST:

  
Witness

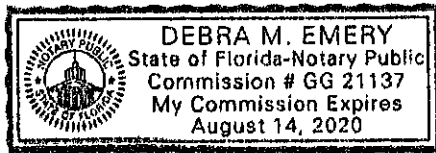
  
Witness

ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 23<sup>rd</sup> day of JANUARY, 2017, AD.



  
NOTARY

My Commission Expires: 8/14/20



# OLD REPUBLIC INSURANCE COMPANY

## Certificate of Insurance

This is to certify to  
(Certificate Holder): OKALOOSA COUNTY  
5749 A OLD BETHEL ROAD  
CRESTVIEW, FL 32356

The following policy has  
been issued to: AERO MARINE LLC AND ITS EXECUTIVE  
OFFICERS AND MEMBERS  
544 WALTON WAY  
MIRIMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 11791703  
THIS COVERAGE IS EFFECTIVE 12:01 AM  
INSURANCE COMPANY:

POLICY PERIOD: FROM: April 4, 2016 TO April 4, 2017

OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY  
EACH PERSON EACH OCCURRENCE

Single Limit Including Passengers, \$1,000,000  
with Passenger liability Limited to: \$100,000

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N1849L	1976	BEECH A36	\$150,000	\$0	\$0

THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage, but only as respects operations of the Named Insured.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: JSL AVIATION		Date: 01/23/2017
Agency Phone: 678-639-4100		
		Old Republic Aerospace Representative:







**ASSIGNMENT OF LEASE AND FIRST AMENDMENT**  
**L08-0329-AP**  
**STANLEY J. GORDON JR. HANGAR LEASE AT THE**  
**DESTIN EXECUTIVE AIRPORT**

This First Amendment and Assignment of Lease made and entered into this 6th day of July, 2016, hereby approves of the assignment between Stanley J. Gordon Jr., (hereinafter the "Lessee"), whose principal address was 2410 Ampere Drive, Louisville, KY 40299, and to the Estate of Stanley J. Gordon Jr., (hereinafter the "Assignee"), whose principal address is, 715 Alta Vista Road, Louisville, KY 40206-2986 executed February 11, 2002 by Stanley J. Gordon Jr. and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County"), whose principal address is 1250 N. Eglin Pkwy., Shalimar, FL 32579.

**WHEREAS**, the County entered into a Lease for Hangar Space at the Destin Airport with Stanley J. Gordon Jr. on February 11, 2002, and Lease for Hangar Space Option on August 29, 2008 and the initial term of the lease expires on January 14, 2022 ; and

**WHEREAS**, on September 12, 2015 Stanley J. Gordon Jr. passed away in a plane crash while performing in an air show in Tennessee; and

**WHEREAS**, the estate of Stanley J. Gordon Jr. wishes to maintain the deceased's hangar lease with the County.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

**I. ASSIGNMENT OF THE LEASE L08-0329-AP**

Stanley J. Gordon Jr. hangar lease, L08-0329-AP, is hereby assigned to the Estate of Stanley J. Gordon Jr.

**II. CONSENT TO ASSIGNMENT**

1. The County hereby consents to the Assignment of Lease from Stanley J. Gordon Jr. to his Estate in accordance with Section 14 of the Lease Agreement.

2. The Estate by execution of this Assignment of Lease and First Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement, the Lease for Hangar Space Option Agreement, as may be amended from time to time, and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, and lease for hangar space option.

**III. AMENDMENT TO THE LEASE AGREEMENT**

L08-0329-AP is hereby amended as follows:

**L08-0329-AP14-155**  
**LESSEE: Stanley Gordon**  
**DAP BLOCK 8/LOT 5**  
**Expires: 1/14/2022**

3. Section 18 c of the Lease for Hangar Space Option executed on August 29, 2008, is hereby amended to read:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, Airports Administration, 1701 State Road 85 North, Suite A, Eglin AFB, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

4. Section 19 of the Lease for Hangar Space Option executed on August 29, 2008, is hereby amended to read:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. The address of the Estate is: Stanley J. Gordon Jr. Estate, 715 Alta Vista Road, Louisville, KY 40206-2986.

5. Section 13 of the Lease for Hangar Space Option executed on August 29, 2008 is hereby amended to read:

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

6. All other provisions of the original Lease Agreement and Lease for Hangar Space Option shall remain in full force and effect through the duration of the Lease term.

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

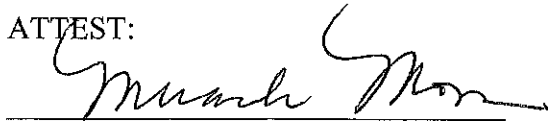
LEGAL REPRESENTATIVE OF  
STANLEY J. GORDON JR. ESTATE




Jeffrey S. Gordon

Date: 6/20/16

ATTEST:

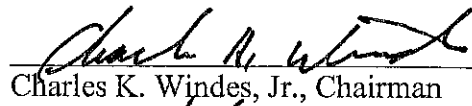


Witness



Witness

OKALOOSA COUNTY

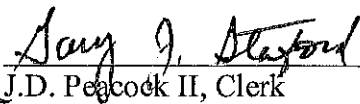


Charles K. Windes, Jr., Chairman

Date: 7/7/16



ATTEST:



J.D. Peacock II, Clerk



ACKNOWLEDGMENTS

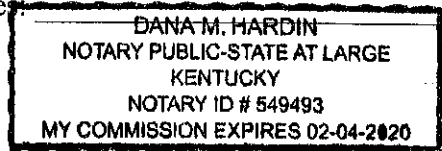
STATE OF Kentucky  
COUNTY OF Jefferson

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

Sworn and subscribed before me this 20th day of June, 2016, AD.

Dana M. Hardin  
NOTARY

My Commission Expires





**CERTIFICATE OF INSURANCE****THIS IS TO CERTIFY TO:**

Okaloosa County  
5749 A Old Bethel Road  
Crestview FL 32536

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**

JSG Aviation, LLC  
c/o Jeffrey Gordon  
715 Alta Vista Road  
Louisville, KY 40299

**POLICY NUMBER:** NAB4043264  
**POLICY PERIOD:** From December 21, 2015 To December 21, 2016  
**INSURANCE COMPANY:** Catlin Insurance Company, Inc.

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

Additional Insured: The Estate of Stanley J. Gordon, Jr.

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

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of June 23, 2016.

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

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

By:

  
W. Brown & Associates Insurance Services

Date of Issue: June 24, 2016  
Certificate No.: 1

**SCHEDULE OF AIRCRAFT**

<b>DESCRIPTION OF AIRCRAFT</b>				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N700KM	158	2000 Socata TBM 700B EFIS	\$1,000,000

<b>PHYSICAL DAMAGE COVERAGE</b>			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$2,500	\$2,500	F. All Risk Basis

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

<b>MEDICAL EXPENSES</b>			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$30,000

# CERTIFICATE OF INSURANCE



28255 American Drive  
 Southfield, MI 48034-6112  
 Tel: (800) 482-2726

THIS IS TO CERTIFY TO: Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO: JSG Aviation, LLC,  
 715 Alta Vista Road, Louisville, KY 40299

POLICY NO. NDD0864773-01

POLICY PERIOD: From April 1, 2016 To April 1, 2017

Coverage only applies as indicated by a specific limit and deductible.

- A. **Aircraft Liability** Single Limit for **Bodily Injury and Property Damage** Including **Passengers Liability** with **Passenger** liability Limited to
- B. **Medical Expense** Including **crew**
- C. **Physical Damage** to Your Aircraft

Limits of Liability

<u>\$ 1,000,000.</u>	each <b>occurrence</b>
<u>\$ 100,000.</u>	each <b>passenger</b>
<u>\$ 5,000.</u>	each <b>passenger</b>

Deductibles

<u>ID Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Agreed Value</u>	<u>Physical Damage</u>	<u>Not in motion</u>	<u>In motion</u>
N526CC	2014	CubCrafters Carbon Cub (wheels)	\$ 260,000.	F	\$ 100.	\$ 500.
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$
			\$		\$	\$

PHYSICAL DAMAGE Coverage Identified

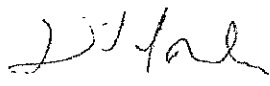
F. All Risk Basis      G. All Risk Not In Motion

THIS CERTIFICATE HOLDER AND THE ESTATE OF STANLEY J. GORDON, JR. ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO THE OPERATION OF THE INSURED AIRCRAFT. IN THE EVENT OF CANCELLATION, THIRTY (30) DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT OF PREMIUM) SHALL BE PROVIDED FOR THE ABOVE CERTIFICATE HOLDER.

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 3

Date of Issue: 6/24/2016

BY   
 (Authorized Representative)



POLICY NO.: NAB6001920

ATTACHED TO CERTIFICATE # 1

### CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**

Oskaloosa County  
Contracts & Lease Coordinator  
802-C N Pearl Street  
Crestview FL 32536

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**

WD Aviation, Inc. and S. Jay Gordon  
c/o S. Jay Gordon  
240 Gulf Shore Dr., #633  
Destin, FL 32541

**POLICY NUMBER:** NAB6001920  
**POLICY PERIOD:** From June 20, 2016 To June 20, 2017  
**INSURANCE COMPANY:** American Alternative Insurance Corp.

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

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

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of June 20, 2016.

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

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

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: June 17, 2016  
Certificate No.: 1

POLICY NO.: NAB6001920

ATTACHED TO CERTIFICATE # 1

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N525WD	525A0107	2002 Cessna Citation CJ2 525A	\$2,700,000

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

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$5,000,000	Included	XXXX	XXXX

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$45,000

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

AND

STANLEY GORDON

This LEASE FOR HANGAR SPACE fully executed this 29<sup>th</sup> day of August, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and STANLEY GORDON (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 5 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

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

SECTION 2: AIRCRAFT OWNERSHIP

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

L08-0329-AP14-155  
LESSEE: STANLEY GORDON  
DAP BLOCK 8/LOT 5  
EXPIRES: 1/14/2022

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

### SECTION 3: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

### SECTION 4: CONSTRUCTION OF HANGAR

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

### SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

### SECTION 6: RENTALS

#### a. HANGAR FEES:

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

#### b. HANGAR INSURANCE:

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

c. GROUND LEASE:

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

d. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of sixty days, LESSOR shall have the option to terminate this Agreement.

SECTION 7: ESCALATION CLAUSE:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") from the date of the original execution hereof by both parties. The "CPI" shall be the revised Consumer Price Index for all Urban Consumers for all items - U.S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84=100 (CPI-U).

SECTION 8: UTILITIES

COUNTY does not assume any responsibility in providing utilities to the Leased Premises. LESSEE will pay all utility charges and costs of installation.

SECTION 9: RIGHTS OF LESSOR

a. It is understood and agreed that COUNTY may, in connection with the future development of said AIRPORT, require the space hereinabove for permanent buildings and/or other development. In such case, COUNTY shall give written notice to LESSEE. After THIRTY (30) days from said written notice, COUNTY shall have the right at COUNTY's expense, to remove said hangar and erect it at said AIRPORT as designated in writing by COUNTY, provided that said new location is reasonably, feasibility, accessible to the taxiways and runways.

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for

navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

#### SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be promulgated by COUNTY. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned airport facilities.

#### SECTION 11: CARE OF LEASED PREMISES

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times. LESSEE shall not store anything on the premises other than those items specifically required to maintain the owner's aircraft in accordance with Federal Aviation Regulations (FAR's). All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

#### SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

LESSEE shall pay all taxes or other governmental charges of any nature or kind which may be imposed on rental or lease payments or assessed upon the hangar or improvements and upon any aircraft or other property kept therein promptly when due.

SECTION 14: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the initial 20 year term a new lease fee will be established upon assignment or transfer based on an independent appraisal conducted at the direction of the COUNTY. LESSEE shall have thirty (30) days from the furnishing of the copy of the appraisal to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded. Following the initial 20 year term, rent will be based on the ground values by an independent appraisal.

Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this LEASE or any portion of this LEASE at any given time without prior written consent of COUNTY.

SECTION 15: INSPECTION ON ASSIGNMENT

LESSEE agrees that upon assignment of this Lease by LESSEE, LESSOR shall have the right to inspect the leased premises and require that the hangar and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

LESSEE assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, or any other causes whatsoever.

SECTION 17: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time upon reasonable notice.

SECTION 18: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

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

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Stanley Gordon, 2410 Ampere Dr., Louisville, KY 40299.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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



SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 1,250 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:

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

SECTION 31: ENTIRE LEASE

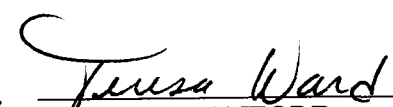
This LEASE consists of the following: Sections 1 to 31. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

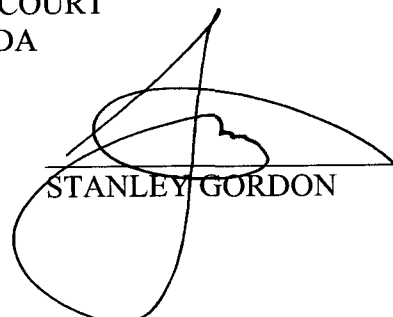
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
JAMES CAMPBELL  
CHAIRMAN

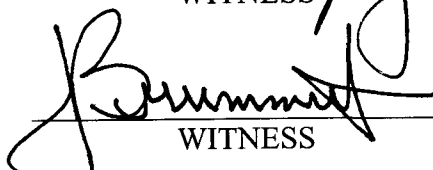
ATTEST:

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



  
\_\_\_\_\_  
STANLEY GORDON

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 19 day of August, 2008, AD.

*Dana M. Hardin*

My Commission expires:

