

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/03/2021
Contract/Lease Control #: L08-0308-AP
Procurement#: NA
Contract/Lease Type: REVENUE
Award To/Lessee: DESTIN BEACH PROPERTIES, LLC
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 12/04/2007
Expiration Date: 05/15/2041
Description of: DAP LEASE BLOCK 5/LOT 4
Department: AP
Department Monitor: STAGE
Monitor's Telephone #: 850-651-7160
Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**RENEWAL AND SECOND AMENDMENT TO GROUND LEASE L08-0308-AP
WITH DESTIN BEACH PROPERTIES, LLC
AT THE DESTIN EXECUTIVE AIRPORT (DTS)**

This Renewal and Amendment, made and entered into this 2nd day of March, 2021, hereby renews and amends the Agreement for Hangar Lease at the Destin Executive Airport by Destin Beach Properties, LLC, (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “Lessor”).

WITNESSETH:

WHEREAS, on July 9, 2014 Lessee entered into an Assignment of Lease, L08-0308-AP with the County for Hangar Space at the Destin Executive Airport with a current expiration date of March 15, 2021; and

WHEREAS, on March 22, 2017 Lessee participated in the County’s Tiered Buy-Down Option Program to reduce the ground lease rent to One Dollar and Fifty Cents (\$1.50) per square foot per year; and

WHEREAS, Lessee now desires to renew this Agreement with all the same terms and conditions (except for the amendment items detailed below) for an additional term of twenty (20) years, in accordance with Section 29a of the Lease Agreement. The new expiration date will be March 15, 2041, with no renewal options remaining; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific provisions in leases. These provisions are being incorporated in this amendment as listed in Exhibit A and B; 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:

RENEWAL

1. In accordance with Section 29a. of L08-0308-AP, the County hereby renews Destin Beach Properties, LLC’s Hangar Lease Agreement for an additional term of Twenty (20) years, with a new expiration date of March 15, 2041, with no renewal options remaining.
2. Destin Beach Properties, LLC by execution of this Lease Renewal 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 and assignment of leases.

AMENDMENT

1. Section 1 titled "Term" of L08-0308-AP, is hereby deleted and replaced as follows:

This lease shall expire on March 15, 2041.

2. Section 5a titled "Ground Lease" of L08-0308-AP, is deleted and replaced as follows:

A basic ground lease rent of (\$1.59916) 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 North, 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 on October 1st of each lease year. The Lease includes Three Thousand Twenty-Six (3,026) square feet at (\$1.59916) per square foot per year for a total annual cost of Four Thousand Eight Hundred Thirty-Nine Dollars and Six Cents (\$4,839.06), plus tax.

3. Section 5b titled "Payment Effective Date" of L08-0308-AP is deleted in its entirety.
4. Section 6 titled "Escalation Clause" of L08-0308-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 13 titled "Assignment and Sublease" of L08-0308-AP is deleted and replaced as follows:

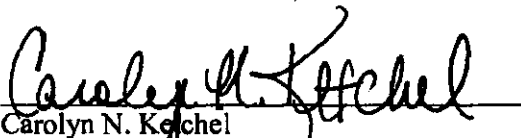
- a. All subsequent transfers and assignments of this Lease shall require the prior written approval of the Lessor and payment of Approval Fee of One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate. During the entire term of the Lease all fees will transfer at the same rate 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 17 titled “Insurance” of L08-0308-AP, is deleted and replaced with Exhibit C.
7. Section 29 titled “Renewal of Lease” of L08-0308-AP, is hereby deleted and replaced as follows:
- On March 15, 2041 the hangar with its improvements shall become the sole possession of Okaloosa County. This Lease does not have any additional renewal options.
8. All other provisions of the Lease Agreement shall remain in full force and effect through.

(The remainder of this page intentionally left blank)


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

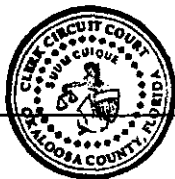
OKALOOSA COUNTY, FLORIDA


Carolyn N. Ketchel
Chairman, Board of County Commissioners

Date: MAR 02 2021



ATTEST:

J.D. Peacock II
Clerk of Circuit Court



LESSEE

Destin Beach Properties, LLC by Johnie F. Weems, III
Destin Beach Properties, LLC
Johnie F. Weems, III. *Manager*

Date: 2-1-2021

[Signature]
WITNESS

[Signature]
WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence by
JOHNIE F. WEEMS III He/She is personally known to me or has produced
Drivers License as identification

Sworn and subscribed before me this 1st day of February, 2021

[Signature]
NOTARY (Signature)

Ashley Logsdon
NOTARY (Printed Name)

Commission Number: HH33543



Exhibit A
General Civil Rights Provisions

The lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Okaloosa County pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will have the right to terminate the lease, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Lessee will there upon revert to and vest in and become the absolute property of Lessee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All leases and subleases that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The lessee has full responsibility to monitor compliance to the referenced statute or regulation. The lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All leases and subleases that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subleases compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Lessee is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Lessee through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Lessees.

Subleases. The Lessee shall include the requirements of this clause, including this paragraph 6 (appropriately modified for identification of the parties in each sublease that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

Includes work performed in the United States.

Exhibit B
Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

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

Exhibit C
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. Beat & 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 Workers' Compensation policies. Workers' Compensation policies shall have a waiver of subrogation.
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 damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.
2. For purposes of assuring compliance with the foregoing, Lessee agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by Lessee to satisfy Lessee's repair and replacement obligation under this paragraph.
3. Okaloosa County Board of County Commissioners shall be listed as a loss payee on all property insurance policies.

- The Lease/Contract # must be referenced on the Certificate of Insurance.

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:

	Insurance Type	Limit
1.	Workers' Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident
2.	Commercial General Liability	\$1,000,000 each occurrence (combined single limit)
3.	Aircraft Liability	\$1,000,000 each occurrence (combined single limit)
4.	Property (Hangar)	Full Replacement value of Hangar

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

- 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
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542

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 Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542

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.

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

Procurement/Contract/Lease Number: LO8-0308 MP Tracking Number: 4201-21
Procurement/Contractor/Lessee Name: Dech Grant #1414 Grant Funded: YES NO
Purpose: Amendment #2
Date/Term: 3-15-41
Department #: 4210R
Account #: 304163
Amount: _____
1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS
Department: ASST Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met.
OK on Mea Date: 1-6-21
Purchasing Manager or designee: Jeff Hyde, Darla Mason, Jessica Barr, Angela Etheridge

ZCR Compliance Review (Required)

Approved as written: no Grant Name: _____
General Def Date: _____
Grant Coordinator: Ellen Gordon

Risk Management Review

Approved as written: see email attached Date: 1-6-21
Risk Manager or designee: Lisa Price

County Attorney Review

Approved as written: see email attached Date: 1-19-21
County Attorney: Lynn Hoshinara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, January 8, 2021 10:29 AM
To: DeRita Mason; Parsons, Kerry
Cc: Lisa Price
Subject: Re: Destin Beach Properties Hangar Lease Renewal and Amendment

This lease is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Thursday, January 7, 2021 10:32:32 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: Destin Beach Properties Hangar Lease Renewal and Amendment

Good morning all,

Please review and approve the attached.

Thank you,

From: Agnes Jackson
Sent: Wednesday, January 6, 2021 4:14 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Destin Beach Properties Hangar Lease Renewal and Amendment

DeRita,

Please begin coordination on Destin Beach Properties, LLC's hangar lease renewal and second amendment.
The Account/Dept number is: 4210R-344163

Thank you!

Agnes A. Jackson
Airports Properties/Lease Specialist
Okaloosa County Airports
(850) 651-7160 Ext. 1002

DeRita Mason

From: Lisa Price
Sent: Thursday, January 14, 2021 12:43 PM
To: DeRita Mason
Subject: RE: Destin Beach Properties Hangar Lease Renewal and Amendment

This is approved by Risk.

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



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, January 7, 2021 9:33 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Destin Beach Properties Hangar Lease Renewal and Amendment

Good morning all,

Please review and approve the attached.

Thank you,

From: Agnes Jackson
Sent: Wednesday, January 6, 2021 4:14 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: Destin Beach Properties Hangar Lease Renewal and Amendment

DeRita,

Please begin coordination on Destin Beach Properties, LLC's hangar lease renewal and second amendment.
The Account/Dept number is: 4210R-344163

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

Okaloosa County Board of County Commissioners
Attn: Airport Administration, Destin-Ft. Walton Beach Airport
1701 State Road 85N
Eglin AFB FL 32542-1498

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Juliet Whiskey, LLC, c/o Johnie Weems
c/o Johnie Weems
1701 State Road 85N
Eglin Afb, FL 32542-1498

POLICY NUMBER: NAB6036615
POLICY PERIOD: From December 3, 2020 To December 3, 2021
INSURANCE COMPANY: Endurance Assurance Corporation

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 February 3, 2021.

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: December 10, 2020
Certificate No.: 10

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N777TA	1111	2016 Socata TBM 930	\$3,400,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$1,000	\$5,000	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	\$30,000



WEEMJ01

OP ID: MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2020

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

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

PRODUCER TERRAL INSURANCE LLC P.O. Box 108 Quitman, MS 39365 C. Scott Davis	601-776-2173	CONTACT NAME: Richard W. Davis PHONE (A/C, No, Ext): 601-776-2173 FAX (A/C, No): 601-776-3766 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern Cross Underwriters</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern Cross Underwriters		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
INSURED Johnie F. Weems, III Destin Beach Properties, LLC Dawn R. Weems 981 HWY 98E Ste 3424 Destin, FL 32541																						

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	350TA100521	07/28/2020	07/28/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 100,000 PRODUCTS - COM/PROP AGG \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIBED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Aircraft Hangar			350TA100521	07/28/2020 07/28/2020	07/28/2021 07/28/2021	TIV \$ 550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County is added as an additional insured with regards to the Property and liability, and is listed as Loss Payee. 30 day Notice of Cancellation. sent via fax to 850-651-7164. Lease # LO8-0308-AP

CERTIFICATE HOLDER OKALOOS Okaloosa County Board of County Commissioners Destin-Ft Walton Beach Airport 1701 State Road 85 N Eglin AFB, FL 32542-1498	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 C. Scott Davis <i>C Scott Davis</i>
--	---

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 7/11/14

Contract/Lease Control #: L08-0308-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: Destin Beach Properties, LLC

Lessor: OKALOOSA COUNTY

Effective Date: 12/4/2007

Amount: \$151,228.00

Term/Expires: 3/15/2021

Description of Contract/Lease: DAP LEASE BLOCK 5/LOT 4

Department Manager: AIRPORT

Department Monitor: G. Donovan

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:



WEEMJ01

QP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2019

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

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

PRODUCER TERRAL INSURANCE LLC P.O. Box 108 Gultman, MS 39355 Richard W. Davis 601-776-2173	CONTACT NAME: Richard W. Davis PHONE (A/C, No, Ext): 601-776-2173 FAX (A/C, No): 601-776-3766 E-MAIL ADDRESS: ADDRESS:														
INSURED Johnie F. Weams, III Destin Beach Properties, LLC Dawn R. Weams 981 HWY 98E Ste 3424 Destin, FL 32541	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Southern Cross Underwriters</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern Cross Underwriters		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		350TA100521	07/28/2019	07/28/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 100,000 PRODUCTS - COMP/OP AGG \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Aircraft Hangar			350TA100521	07/28/2019 07/28/2019	07/28/2020 07/28/2020	TIV 550,000

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

Okaloosa County is added as an additional insured with regards to the Property and liability, and is listed as Loss Payee. 30 day Notice of Cancellation. sent via fax to 850-651-7164.

LOS-0303-AP

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

L08-0308-AP
Johnie Weems
Destin Beach Prop

POLICY NO.: NAB6029116

ATTACHED TO CERTIFICATE # 3

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:

Juliet Whiskey Aviation, LLC
981 Hwy 98 E, Suite 3424
Destin, FL 32541

POLICY NUMBER: NAB6029116
POLICY PERIOD: From December 3, 2019 To December 3, 2020
INSURANCE COMPANY: Endurance Assurance Corporation

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 December 3, 2019.

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: December 16, 2019
Certificate No.: 3

CONTRACT#: L08-0308-AP
DESTIN BEACH PROPERTIES, LLC
DAP LEASE BLOCK 5/LOT4
EXPIRES: 03/15/2021



SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N999TA	NO MATCH	2012 Socata TBM 850	\$2,300,000

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	\$1,000,000	Included	XXXX	XXXX

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

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:

Juliet Whiskey Aviation, LLC
981 Hwy 98 E Suite 3424
Destin, FL 32541

*L08-0308-AP
PGC AVIATION*

POLICY NUMBER: NAB6502449
POLICY PERIOD: From December 30, 2017 To December 30, 2018
INSURANCE COMPANY: Endurance Assurance Corporation

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 December 30, 2017.

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: December 28, 2017
Certificate No.: 1

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N926JW	0682	2013 Cirrus SR22	\$650,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	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	\$1,000,000	Included	XXXX	XXXX

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$25,000

AMENDMENT OF LEASE L08-0308-AP
DESTIN BEACH PROPERTIES HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this 22 day of March, 2017, hereby approves this Amendment for lease L08-0308-AP (“the Lease Agreement”), between Destin Beach Properties, LLC (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on July 9, 2014, Lessee entered into an Assignment of Lease for Lease Agreement, L08-0308-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of March 15, 2021; and

WHEREAS, on November 15, 2016 the Board approved a Tiered Buy-Down Option Program. This program enables current lessees with a Board approved rate over \$1.50 to “Opt In” to the new rate by paying a fee based on the lessees remaining lease term, 0 to 5 years \$1,000.00, 6 to 10 years \$2,500.00 and 11 to 20 years \$5,000.00; and

WHEREAS, Lessee desires to Opt In the Tiered Buy-Down program and Lessee’s fee, \$1,000.00 (less than six years) has been received; and

WHEREAS, on November 15, 2016 the Board additionally 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 agrees to the following:

AMENDMENT

1. Section 5 a titled “Ground Lease” of L08-0308-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 6. 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 THREE THOUSAND TWENTY SIX (3,026) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of FOUR THOUSAND FIVE HUNDRED THIRTY

NINE DOLLARS (\$4,539.00) plus state sales tax and County non-ad valorem taxes.

2. Section 10 titled "Care of Leased Premises" of L08-0308-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 12 titled "Taxes" of L08-0308-AP, is deleted and replaced as follows:

Taxes and Assessments: 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 identical 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.

4. Section 17 titled "Insurance" letter "c" of L08-0308-AP, is deleted and replaced as follows:

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, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 26 "Place of Payments" of L08-0308-AP, 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.

6. 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 renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 22 March 2017



ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk
DATE: 3/22/17



LESSEE

Johnie Weems
Destin Beach Properties, LLC.
Johnie Weems
Date: 2-28-17

ATTEST:

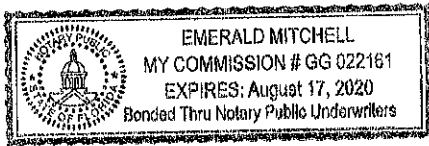
Ann Marie Jones
Witness
Steph W. L.
Witness

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 JOHNIE WEEMS 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 28th day of February, 2017, AD.



E. Mitchell
NOTARY

My Commission Expires: Aug. 17, 2020



CA #6

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

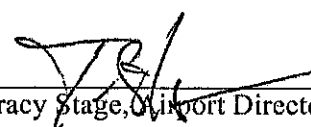
DATE: March 21, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Destin Beach Properties Hangar Amendment
DEPARTMENT: Airport
BCC DISTRICT: 5


STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Destin Beach Properties Amendment One for Block 5 Lot 4 at the Destin Executive Airport (#L08-0308-AP)

BACKGROUND: On July 9, 2014, Destin Beach Properties entered into an Assignment of Lease for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved a Tiered Buy Down Option Program which enables current lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessees hangar. Destin Beach Properties desires to "Opt In" the new hangar lease rate and the Airport has received his fee. Destin Beach Properties certificates of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

OPTIONS: Approved, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation to approve Destin Beach Properties Hangar Lease Amendment at the Destin Executive Airport.

RECOMMENDED BY: 
Tracy Stage, Airport Director 3/14/2017

APPROVED BY: 
John Hofstad, County Administrator 3/14/2017
John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>LO8-0308-AP</u>	Tracking Number: <u>2210-17</u>
Contractor/Lessee Name: <u>Destin Beach Properties</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Destin Beach Properties Manager</u>	
Date/Term: <u>3-15-21</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$ 4,539.00 annualy plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Shige / minda</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

Ch - Powell

Purchasing Director or designee

Date: 1/12/2017

Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written: w/ current COT

Laura J. Porter

Risk Manager or designee

Laura Porter or Krystal King

Date: 1/30/2017

County Attorney Review

Approved as written:

See email dated 1/24/2017

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: _____

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, January 24, 2017 8:23 AM
To: Dave Miner; Charles Powell
Cc: Lynn Hoshihara
Subject: RE: Amendments for Coordination

This is approved for legal sufficiency.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, January 24, 2017 8:42 AM
To: Parsons, Kerry; Charles Powell
Cc: Lynn Hoshihara
Subject: RE: Amendments for Coordination

Ms. Parsons:

Revisions accepted for Destin Beach Properties, thank you.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, January 23, 2017 10:44 AM
To: Charles Powell
Cc: Dave Miner; Lynn Hoshihara
Subject: RE: Amendments for Coordination

Please see my revisions

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us]
Sent: Friday, January 20, 2017 1:00 PM
To: Parsons, Kerry
Cc: Dave Miner; Lynn Hoshihara
Subject: FW: Amendments for Coordination

Hi Kerry,

Are these approved for legal sufficiency? Thanks

Respectfully,

Charles Powell

Dave Miner

From: Krystal King
Sent: Thursday, February 16, 2017 8:57 AM
To: Dave Miner
Subject: RE: Certificates of Insurance

They meet our requirements.

Krystal King
Okaloosa County
Risk Management
(850)688-5977
Fax (850)688-5973

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

From: Dave Miner
Sent: Monday, February 13, 2017 12:30 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: Certificates of Insurance

Krystal:

Please review the attached certificates of insurance for Destin Beach Properties and let me know if they are sufficient for Okaloosa County.

I attached the Destin Beach Properties AOL, insurance requirements from the lease and their certificates of insurance that I received.

Thank you.

Dave

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

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: *10/31/2011*

Contract/Lease Control #: L08-0308-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award to/Lessee: *Global Aircraft Leasing, Inc.*

Lessor: OKALOOSA COUNTY

Effective Date: 12/4/2007

Amount: \$151,228.00

Term/Expires: 3/15/2021

Description of Contract/Lease: DAP LEASE BLOCK 5/LOT 4

Department Manager: AIRPORT

Department Monitor: *G. Donovan*

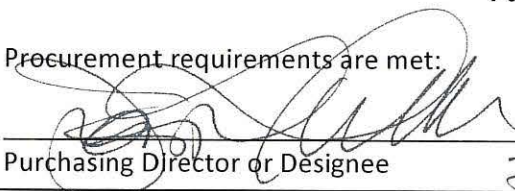
Monitor's Telephone #: 651-7160

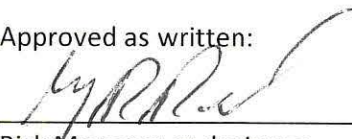
Monitor's Fax #: 651-7164

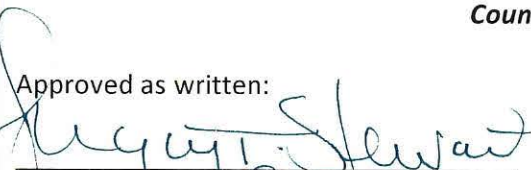
Date Closed:

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0308-AP Tracking Number: 946-14
Contractor/Lessee Name: Global Aircraft Leasing Grant Funded: YES ___ NO X
Purpose: AOL to Destin Beach Properties
Date/Term: 3-15-2021
Amount: \$5,890.95/yr+tax
Department: AP
Dept. Monitor Name: Harman/miner
1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review
Procurement requirements are met:

Purchasing Director or Designee: Joanne Kublik Date: 4-24-14

Risk Management Review
Approved as written:

Risk Manager or designee: Gary R Real Date: 4/25/14

County Attorney Review
Approved as written:

County Attorney: Gregory T Stewart Date: 4-28-14
Interim

Following Okaloosa County approval:

Contracts & Grants
Document has been received:

Contracts & Grants Manager Date: _____

To Dave 4-28-14

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 9th day of July, 2014, by and between GLOBAL AIRCRAFT LEASING, INC., (hereinafter referred to as the "FIRST PARTY") and DESTIN BEACH PROPERTIES, LLC, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a original lease dated March 17, 1993 at the Destin/Ft. Walton Beach Airport, (AIRPORT) with a current expiration date of March 15, 2021.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the AIRPORT in the County of Okaloosa, State of Florida that certain location designated as Block 5 Lot 4 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar 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 SECOND PARTY.

SECTION 1:

Section 5: Rentals a. Ground Lease should read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year 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, 32542-1413. The lease includes THREE THOUSAND TWENTY SIX

**LEASE L08-0308-AP
DESTIN BEACH PROPERTIES, LLC
(FORMERLY GLOBAL AIRCRAFT)
BLOCK 5 LOT 4
EXPIRES: 03/15/2021**

(3,026) square feet at TWO DOLLARS AND FIFTY CENTS (\$2.50) per square foot per year for a total annual cost of SEVEN THOUSAND FIVE HUNDRED SIXTY FIVE DOLLARS (\$7,565.00) plus tax.

SECTION 2:

Section 18 Notices should 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 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: Destin Beach Properties, LLC, Johnnie Weems, 981 Highway 98 East, Suite 3424, Destin, Florida 32541.

SECTION 3:

Section 28 Legal Description should read:

Block 5 Lot 4: Commence at the South easternmost corner of Lot 33, Block A, Harbor Breeze second addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence N38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 106.10 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 238.29 feet to the Point of Beginning; Thence N.38°00'00"W. for a distance of 50.30 feet; Thence N.52°00'00"E. for a distance of 60.17 feet; Thence S.38°00'00"E. for a distance of 50.30 feet; Thence S.52°00'00"W. for a distance of 60.17 feet to the Point of Beginning. Parcel described contains 3,026 square feet.

SECTION 4:

This ASSIGNMENT OF LEASE consists of the following: Sections 1 to 4. It constitutes the entire ASSIGNMENT OF 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.

(The remainder of this page intentionally left blank)

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



GLOBAL AIRCRAFT, INC.
RONNIE POWERS
FIRST PARTY

ATTESTS:



WITNESS

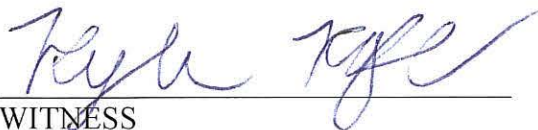


WITNESS

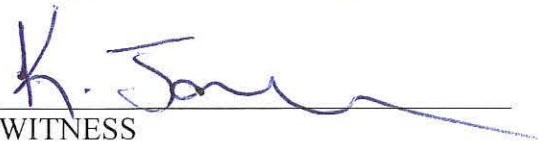


DESTIN BEACH PROPERTIES, LLC
JOHNIE WEEMS
SECOND PARTY

ATTESTS:




WITNESS



WITNESS

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



CHARLES K. WINDES, JR.
CHAIRMAN



ATTEST:



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

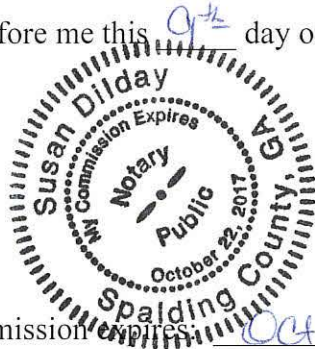


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RONNIE POWERS 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 9th day of June, 2014, AD.



Susan Dilday
NOTARY

My Commission expires: Oct. 22, 2017

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 17 day of June, 2014, AD.



EMILY E. TECH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE167866
Expires 2/8/2016

Emily E. Tech
NOTARY

My Commission expires: 2/8/2016

EXHIBIT E

RECEIVED AUG 29 2011
8-29-VLK

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: L# 308 Tracking Number: 336-11
 Contractor/Lessee Name: Gorlin Aviation to Global Aircraft
 Purpose: Assignment of lease
 Date/Term: March 15, 2021 GREATER THAN \$10,000
 Amount: \$8,101.50 peryr + tax \$10,000 OR LESS
 Department: Airports Dept. Monitor Name: David Miller

Purchasing Review

Procurement requirements are met:
[Signature] Date: 8/29/11
 Contracts/Lease Coordinator

Risk Management Review

Approved as written:
[Signature] Date: 8-30-11
 Risk Management Director

County Attorney Review

Approved as written:
[Signature] Date: 9/5/11
 County Attorney

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:
 _____ Date: _____
 Contracts & Grants Manager

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 26th day of October, 2011, by and between GORLIN AVIATION, LLC, (hereinafter referred to as the "FIRST PARTY") and GLOBAL AIRCRAFT LEASING, INC., (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a original lease dated March 17, 1993 at the Ft. Walton Beach/Destin Airport, with a current expiration date of March 15, 2021.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY 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 5 Lot 4 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar 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 SECOND PARTY.

SECTION 1:

Section 5: Rentals a. Ground Lease should read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year 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, 32542-1413. The lease includes THREE THOUSAND NINE HUNDRED

LEASE # 108-308-AP
GLOBAL AIRCRAFT LEASING, INC.
TRANSFER FROM GORLIN AVIATION
BAP BLOCK 5 / LOT 4
EXPIRES 3/15/2021

THIRTY (3,930) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of FIVE THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS (\$5,895.00) plus tax.

SECTION 2:

Section 18 Notices should 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 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: Global Aircraft Leasing, Inc., Attn: Ronnie Powers, 159 Seawinds Drive, Santa Rosa Beach, FL 32459.

SECTION 3:

Section 28 Legal Description should read:

Block 5 Lot 4: Commence at the South easternmost corner of Lot 33, Block A, Harbor Breeze second addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence N38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 106.10 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 238.29 feet to a capped ½" iron rod stamped LB #7350 and the Point of Beginning; Thence N.38°00'00"W. for a distance of 60.30 feet to a capped ½" iron rod stamped LB #7350; Thence N.52°00'00"E. for a distance of 65.17 feet to a capped ½" iron rod stamped LB #7350; Thence S.38°00'00"E. for a distance of 60.30 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W. for a distance of 65.17 feet to the Point of Beginning. Parcel described contains 3930 square feet or 0.09 acres.

SECTION 4:

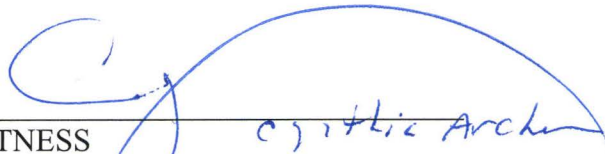
This ASSIGNMENT OF LEASE consists of the following: Sections 1 to 4. It constitutes the entire ASSIGNMENT OF LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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



GORLIN AVIATION, LLC
STEVE GORLIN
FIRST PARTY

ATTESTS:



WITNESS

Cynthia Archer



WITNESS

Shannon Johnson



GLOBAL AIRCRAFT, INC.
RONNIE POWERS
SECOND PARTY

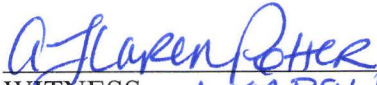
LEASING
RPM

ATTESTS:



WITNESS

W.C. HART

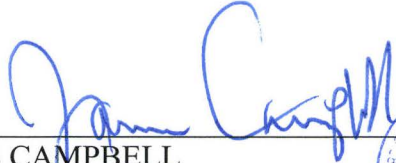


WITNESS

A. KAREN POTTER

This Assignment of Lease is adopted this 18th day of October, 2011.

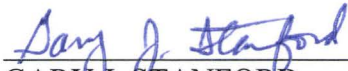
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



JAMES CAMPBELL
CHAIRMAN



ATTEST:



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

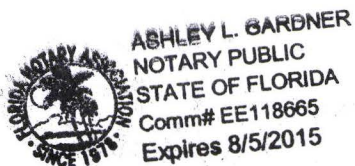


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared STEVE GORLIN 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 24 day of September, 2011, AD.



Ashley L. Gardner
NOTARY

My Commission expires: 8/5/2015

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 29th day of September, 2011, AD.



A. KAREN POTTER
COMMISSION # DD757015
EXPIRES: April 30, 2012

A. Karen Potter
NOTARY

My Commission expires: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 4th day of December, 2007, by and between ROBERT E. LEE, (hereinafter referred to as the "FIRST PARTY") and GORLIN AVIATION, LLC, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a original lease dated March 17, 1993 at the Ft. Walton Beach/Destin Airport, with a current expiration date of March 15, 2021.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY 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 5 Lot 4 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar 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 SECOND PARTY.

SECTION 1: TERM

This lease shall expire on March 15, 2021.

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 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.

L08-0308-AP14-123
LESSEE: GORLIN AVIATION, LLC
DAP BLOCK 5/LOT 4
EXPIRES: 3/15/2021

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: 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 5: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year 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, 32542-1413. The lease includes FIVE THOUSAND FOUR HUNDRED ONE (5,401) square feet at TWO DOLLARS (\$2.00) per square foot per year for a total annual cost of TEN THOUSAND EIGHT HUNDRED TWO DOLLARS (\$10,802.00) plus tax.

b. PAYMENT EFFECTIVE DATE:

LESSEE shall deliver to the Airports Director plans and specifications required by the COUNTY for building permit approval no later than 90 days from the effective date specified in Section 1 above. Payment on this lease shall begin the first day of the month following approval by the COUNTY of said plans and specifications.

c. 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 6: 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 7: 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 8: 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 9: 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 10: 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 11: MAINTENANCE IN LEASED PREMISES

LESSEE shall insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

SECTION 12: 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 13: 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 14: 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 15: 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 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: 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 damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

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 18: 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: Gorlin Aviation, LLC, Steve Gorlin, 1234 Airport Road, Suite 105, Destin, FL 32541.

SECTION 19: 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 20: BINDING NATURE OF LEASE

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

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 23: 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 24: 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 25: 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 26: PLACE OF PAYMENTS

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

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

SECTION 27: 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 28: LEGAL DESCRIPTION

Block 5 Lot 4: Commence at the NAIL & DISK "PBSJ LB24", North American Datum 1983 (NAD83), adjustment of 1999, Florida North Zone with a State Plane Coordinates of X=1347219.83, Y=513328.20, located at the terminal end of the Taxiway Echo Control Baseline. Thence run N53°06'31"East, along said Taxiway Echo Control Baseline as monumented, for a distance of 545.99 feet to a point on the existing centerline of Runway 14/32; Thence run N36°52'26"W, along the said centerline of Runway 14/32, for a distance of 1954.08 feet; Thence leaving said centerline of Runway 14/32, run S52°46'43"W, for a distance of 495.04 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue S52°46'43"W for a distance of 64.88 feet; Thence run N36°39'16"W, for a distance of 83.45 feet; Thence run N52°46'43"E for a distance of 64.88 feet; Thence run S36°39'16"E for a distance of 83.45 feet to the POINT OF BEGINNING.

Said Lands lying in and being a portion of Section 31, Township 2 South, Range 22 West, Okaloosa County, Florida, and containing 0.124 acres, more or less.

SECTION 29: 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 30: ENTIRE LEASE


This LEASE consists of the following: Sections 1 to 30. 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.



ROBERT E. LEE
FIRST PARTY

ATTESTS:

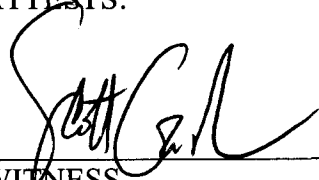


WITNESS



GORLIN AVIATION, LLC
STEVE GORLIN
SECOND PARTY

ATTESTS:



WITNESS

This Assignment of Lease is adopted this 4th day of December, 2007.

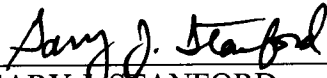
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN



ATTEST:



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



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 ROBERT E. LEE 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 7th day of December, 2007, AD.

Sherry Kelsey
NOTARY

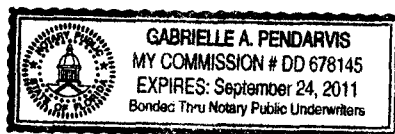
My Commission expires: _____



STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 20 day of November, 2007, AD.



Gabrielle A Pendarvis
NOTARY

My Commission expires: 9/24/2011

ACORD EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
11/26/2007

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER
Insurance Office of America, Inc.
4460 Legendary Drive
Suite 300
Destin, FL 32541

PHONE (A/C, No., Ext): (850)630-1950

COMPANY
Lloyds of London
P O Box 220568
360 Columbia Dr. #105
West Palm Beach, FL 33422

CODE: AGENCY CUSTOMER ID #: 00075801
INSURED

SUB CODE:

Corlin Aviation, LLC
1234 Airport Rd Ste 105
Destin, FL 32541

LOAN NUMBER POLICY NUMBER 112607PRVA

EFFECTIVE DATE 11/26/2007 EXPIRATION DATE 11/26/2008
CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION DESCRIPTION
1 Loc 00001 Bldg 00001 1001 Airport Road Destin, FL 32541

COVERAGE INFORMATION

	COVERAGE PERLS FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Building, ACV, Special Form excluding Wind & Flood	135,600	1000

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS
Okaloosa County Airport
ATTN: Jerry Sealy
State Road 85
Eglin AFB, FL 32542-1419

MORTGAGEE
LOSS PAYEE
LOAN #

ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

Vicki Smith/ARRIEV



**AIRCRAFT INSURANCE POLICY
DECLARATIONS**



A Capital Stock Company
Executive Offices
1201 North Market Street
Wilmington, DE 19851
Telephone: (855) 304-3079

POLICY NUMBER: NA13043033 RENEWAL OF: NEW

ISSUED BY
W. BROWN & ASSOCIATES INSURANCE SERVICES

ITEM 1. NAMED INSURED: Corfin Aviation, LLC
ADDRESS: 1234 Airport Road, Suite 105
Deerth, FL 32541

ITEM 2. POLICY PERIOD: FROM July 27, 2007 TO July 27, 2008
12:01 AM Standard Time at the address in ITEM 1.

ITEM 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all of the terms of this Policy having reference thereto. This Policy is completed by Aircraft Hull and Liability Form NAC-02.

ITEM 4. LIABILITY COVERAGES	LIMIT OF LIABILITY		LIABILITY PREMIUM
	<u>EACH PERSON</u>	<u>EACH OCCURENCE</u>	
A. Bodily Injury Excluding Passengers			
B. Property Damage	XXXX		
C. Passenger Liability			
D. Single Limit Bodily Injury & Property Damage Including Passenger Liability	XXXX	Aircraft Liability & Medical Expense:	\$15,450.00
E. Passenger Liability Limited To			
F. Medical Expense Including Crew			
	TOTAL LIABILITY PREMIUM:		\$15,450.00

ITEM 5. Description of Aircraft and Physical Damage Coverage Hereunder:						PHYSICAL DAMAGE PREMIUM
<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>F.A.A. CERT. NO.</u>	<u>SEATS CREW/PASS</u>	<u>INSURED VALUE</u>	
Please refer to attached Schedule of Aircraft						\$10,500.00
<u>DEDUCTIBLES NOT IN MOTION</u>		<u>DEDUCTIBLES IN MOTION</u>		<u>PHYSICAL DAMAGE</u>		
TOTAL PHYSICAL DAMAGE PREMIUM:						\$10,500.00
TOTAL PREMIUM:						\$25,950.00
Plus Florida State Tax:						\$259.80

ITEM 6. PILOTS: When in flight the aircraft will be piloted only by the following pilots, provided each has a valid pilot's certificate including a current and valid medical certificate appropriate for the flight and aircraft insured:
As Endorsed

ITEM 7. The aircraft will be used for: Pleasure and Business

ITEM 8. LOSS PAYABLE Endorsement in favor of: As Endorsed

ITEM 9. The Named Insured is and shall remain the sole and unconditional owner of any aircraft declared hereunder and the aircraft is not subject to any encumbrance other than as indicated in Item 6.

PRODUCER: Suttou James Incorporated
100 Lindbergh Drive, Branford Airport
Hartford, CT 06114-2125

Endorsements forming a part of this policy on effective date in item 2 are shown on the attached schedule incorporated as a part hereof.

COUNTERSIGNED: September 7, 2007

DATE ISSUED: September 7, 2007

BY:


Authorized Representative

APPROVED BY:


W. Brown & Associates

LEASE # L08-308-AP
LESSEE: GORLIN AVIATION, LLC.
DAP BLOCK 5 / LOT 4
EXPIRES: 3/15/2021

SUPPLEMENTAL AGREEMENT NUMBER ONE

TO

ASSIGNMENT OF LEASE DATED DECEMBER 4, 2007

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

GORLIN AVIATION, LLC.

This SUPPLEMENTAL AGREEMENT NUMBER ONE, fully executed this 18th day of September, 2009, by and between the OKALOOSA COUNTY, FLORIDA (hereinafter called "COUNTY") and GORLIN AVIATION, LLC. (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into an Assignment of Lease effective December 4, 2007; (hereinafter referred to "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 5 LOT 4 at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as ("AIRPORT")), with an expiration date of March 15, 2021. 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.

WHEREAS, this SUPPLEMENTAL AGREEMENT NO. ONE shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement, Supplemental Agreements, and Assignment of Leases and not amended in this AGREEMENT.

NOW, THEREFORE, the parties hereto, for, and in consideration of that LEASE, agree as follows to this AGREEMENT as herein set forth:

SECTION 1:

Section 28: Legal Description is changed to read:
Block 5 Lot 4. Commence at the Southeasternmost corner of Lot 33, Block A, Harbor Breeze second addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa

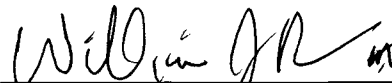
County, Florida; Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 96.10 feet; Thence departing said East line proceed N.52°00'00"E for a distance of 238.29 feet to a capped ½" iron rod stamped LB #7350 and THE POINT OF BEGINNING; Thence N. 38°00'00"W. for a distance of 70.30 feet to a capped ½" iron rod stamped LB #7350; Thence N.52°00'00"E. for a distance of 70.17 feet to a capped ½" iron rod stamped LB #7350; Thence S.38°00'00"E. for a distance of 70.30 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W for a distance of 70.17 feet to the POINT OF BEGINNING. Parcel described contains 4933 square feet or 0.11 acres.

SECTION 2: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 2. 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.

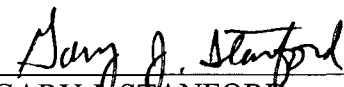
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



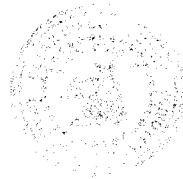
WILLIAM J. ROBERTS, III
CHAIRMAN



ATTEST:




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





GORLIN AVIATION, LLC
STEVE GORLIN



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 STEVE GORLIN 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 31 day of July, 2009, AD.

Ashley L. Gardner
NOTARY

My Commission expires: August 05, 2011

