

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/19/2022

Contract/Lease Control #: L08-0320-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: HANGAR 6 AVIATION, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2041

Description of Contract/Lease: DAP LAP 6/BLOCK 8 HANGAR LEASE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

08/10/2022

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 Ladd Gardner Aviation Insurance Agency, Inc PO Box 183 Addison, TX 75001	CONTACT NAME			
	PHONE (A/C, No, Ext)	FAX (A/C, No)		
E-MAIL ADDRESS				
PRODUCER CUSTOMER ID #				
INSURED Hanger 6, LLC 123 Country Club Drive West Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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.

POLICY INFORMATION		CERTIFICATE NUMBER:		REVISION NUMBER:	
POLICY TYPE		LINE OF BUSINESS SUBCODE			
INDUSTRIAL AD	<input checked="" type="checkbox"/>	PLEASURE & BUS	<input type="checkbox"/>	COMMERCIAL	<input type="checkbox"/>
NON-OWNED	<input type="checkbox"/>	AIRPLANE	<input checked="" type="checkbox"/>	HELICOPTER	<input type="checkbox"/>
		LIABILITY ONLY	<input type="checkbox"/>	HULL & LIABILITY	<input checked="" type="checkbox"/>
				MIXED FLEET	<input type="checkbox"/>
				HULL ONLY	<input type="checkbox"/>
				EXCESS	<input type="checkbox"/>
				QUOTA SHARE	<input type="checkbox"/>

**AIRCRAFT INFORMATION** ACORD 333, Aircraft Schedule attached

YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER
1950	Beech	A45		N34AF
TERRITORY:				

**AIRCRAFT COVERAGES**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	AC3009286-06	8/15/2022	8/15/2023	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 225,000	AGREED VALUE	\$ 250 \$ 2,500	Ded. - Not in motion Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000 \$ 100,000	EA OCC EA PASS	\$ \$	EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW <input type="checkbox"/> EXCLUDING CREW	\$ 5,000	EA PER	\$ 10,000	EA OCC
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	APPLIES TO
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County 5479 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 
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ACORD 21 (2016/03)

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CONTRACT# L08-0320-AP  
HANGER 6, LLC  
DAP BLOCK 8/LOT 6 XFERED FM #L168  
EXPIRES: 09/30/2041



**AMENDMENT TO THE LEASE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND  
HANGER 6, LLC.  
LEASE NO. L08-0320-AP**

This Amendment of Lease, made and entered into this 19<sup>th</sup> day of May, 2022, hereby approves the amendment of a hangar lease agreement, dated November 12, 2013, between Hanger 6, LLC ("Lessee") and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, on November 12, 2013, Lessee entered into a Lease Agreement, (L08-0320-AP) with the County for Block 8 Lot 6 at the Destin Executive Airport with an expiration date of September 30, 2021; and

**WHEREAS**, on February 8, 2017 Lessee Opted in on the Tiered Buy-Down program; and

**WHEREAS**, on September 21, 2021, the hangar lease was renewed and the rental rate was adjusted for the new term; and

**WHEREAS**, Lessee has since changed its company name and such change needs to be reflected in this amendment.

**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:

**AMENDMENT**

Lease L08-0320-AP is amended as follows:

The legal name of the Lessee has changed from Hanger 6, LLC to Hangar 6 Aviation, LLC.

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the day and year first written above.

**WITNESS:**



Tony Diez  
Signature  
Tacque Diez  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

BY: Tony Diez  
Tony Diez, Hangar 6 Aviation, LLC.

Date: 5-17-22

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OKALOOSA COUNTY, FLORIDA

Jeffrey A Hyde  
Jeff Hyde, Purchasing Manager

Date: 05/19/2022

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

Procurement/Contract/Lease Number: W08-0320-AP Tracking Number: 4593-22  
Procurement/Contractor/Lessee Name: Hangar 6 Aviation Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment - Name Change  
Date/Term: 9/30/2041 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: NA  
Department: Airport Dept. Monitor Name: Tracy Stage

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Jessica Darr Date: 12 May, 2022  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: Not Applicable Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: See Email attached Date: 9 May, 2022  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: See Email attached Date: 12 May, 2022  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: Not Applicable Date: \_\_\_\_\_

## Jesica Darr

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**From:** Kristina LoFria  
**Sent:** Monday, May 9, 2022 1:23 PM  
**To:** Jesica Darr  
**Subject:** RE: Coordination--Hangar 6 L08-0320-AP

Jesica,

Good afternoon, this is approved by Risk for insurance purposes.

Thank You

*Kristy Lofria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*

<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Monday, May 9, 2022 12:15 PM  
**To:** Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>; Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Coordination--Hangar 6 L08-0320-AP

Good Morning!

**Jesica Darr**

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**From:** Lynn Hoshihara  
**Sent:** Thursday, May 12, 2022 4:19 PM  
**To:** Jesica Darr; Kristina LoFria; Kerry Parsons  
**Cc:** Karen Donaldson  
**Subject:** Re: Coordination--Hangar 6 L08-0320-AP  
**Attachments:** L08-0320-AP Amendment Name Change 5.12.22.docx

With the attached changes, this lease amendment is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Jesica Darr  
**Sent:** Monday, May 9, 2022 1:14 PM  
**To:** Kristina LoFria; Kerry Parsons  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** FW: Coordination--Hangar 6 L08-0320-AP

Good Morning!

Please see the attached amendment for your review and approval.

The contractor is adding in the word "Aviation" to their company name.

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/24/2021

Contract/Lease Control #: L08-0320-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: HANGER 6, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2041

Description of: DAP LAP 6/BLOCK 8 HANGAR LEASE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7164

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

Closed:

Cc: BCC RECORDS



# STARR

## INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000  
Atlanta, GA 30326

### Certificate of Insurance

Certificate Holder: OKALOOSA COUNTY  
5479 A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

Named Insured: HANGAR 6 AVIATION, LLC  
123 COUNTRY CLUB DRIVE  
DESTIN, FL 32541

Policy Period: From: DECEMBER 20, 2021 To: DECEMBER 20, 2022

Policy Number: 1000302060-01

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Year	Aircraft: Make and Model	Reg No.	Insured Value	Deductibles NIM / IM	Liability Limit	Passenger Sublimits
1983	BEECHCRAFT A36	N107MM	\$ N/A	\$ NIL/NIL	\$ 1,000,000.	/ 100,000.
			\$	\$	\$	/
			\$	\$	\$	/
			\$	\$	\$	/
			\$	\$	\$	/
			\$	\$	\$	/

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) IF FOR NON-PAYMENT] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

CONTRACT # L08-0320-AP  
HANGER 6  
DAP BLOCK 8/LOT 6 XFERED FM #L168  
EXPIRES: 09/30/2041

Certificate Number: 1.1  
Issued By and Date: FEBRUARY 07, 2022 (LH)

By



(Authorized Representative)

Starr 10201 (6/06)



**CERTIFICATE OF INSURANCE**

**Certificate Issued to:** Okaloosa County Board of Commissioners Destin - Fort Walton Beach Airport Administration, 1701 State Road 85 North, Egin AFB, FL 32542-1498  
**Insured:** Timothy E Ray  
**Address:** 225 Yacht Club Drive NE, Fort Walton Beach, FL 32548-6421  
**Policy Number:** SAV100499402  
**Effective Dates:** 01/20/2022 to 01/20/2023  
**Insurer:** StarStone National Insurance Company, c/o London Aviation Underwriters, Inc.  
**Producer:** Arthur J. Gallagher Risk Mgmt Services, St Charles, IL Ph. 1-888-830-1295  
**Coverage:** N121TR 2020 Piper PA46-500TP  
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)  
Combined Single Limit \$2,000,000 Each Occurrence  
Includes SAV 0161 Non-Commercial Premises Liability Endorsement

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

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

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

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

This Certificate cancels and supercedes any previously issued Certificates.

Date: 01/14/2022 11:40 AM

By:  \_\_\_\_\_

Authorized Representative  
LONDON AVIATION UNDERWRITERS, INC.  
33405 6th Ave S, Federal Way, WA 98003-8335

CONTRACT: L08-0320-AP  
HANGER 6. LLC  
DAP LAP 6/BLOCK 8 HANGAR LEASE  
EXPIRES: 09/30/2041

**CONSENT TO RENEWAL AND AMENDMENT  
OF LEASE L08-0320-AP  
HANGER 6, LLC AT THE  
DESTIN EXECUTIVE AIRPORT**

This Renewal and Amendment of Lease, made and entered into this 21<sup>st</sup> day of September, 2021, hereby approves the renewal and amendment of a hangar lease agreement between Hanger 6, LLC (“Lessee”), dated November 12, 2013 and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, on November 12, 2013, Lessee entered into a Lease Agreement, (L08-0320-AP) with the County for Block 8 Lot 6 at the Destin Executive Airport with a current expiration date of September 30, 2021; and

**WHEREAS**, Lessee has requested to exercise the option to renew lease L08-0320-AP at the Destin Executive Airport; and

**WHEREAS**, the parties now desire to amend the lease to adjust the rental rate, as allowed in the renewal option;

**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:

**AMENDMENT**

Lease L08-0320-AP is amended as follows:

1. Section 6(a) titled “Hangar Fees” of L08-0320-AP, is amended to add the following:

Effective October 1, 2021, the Lessee shall pay the County Five Hundred Twenty-Five Dollars (\$525.00) per month on the first day of the month and a like sum on the first day of each month following. The rate is subject to escalation per Section 7 of the agreement.

2. Section 6(c) titled “Ground Lease” is deleted in its entirety.
3. Section 7 titled “Escalation Clause” is deleted and replaced as follows:

The Lease shall be modified 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).

**CONTRACT: L08-0320-AP  
HANGER 6, LLC  
DAP LAP 6/BLOCK 8 HANGAR LEASE  
EXPIRES: 09/30/2041**

**RENEWAL**

Lessee is exercising the option to renew Lease L08-0320-AP. The new expiration for the Lease Agreement will be September 30, 2041, with no renewal options remaining.

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

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

OKALOOSA COUNTY, FLORIDA



Carolyn M. Ketchel  
Chairman, Board of County Commissioners

Date: SEP 21 2021



EP

J. D. Peacock II  
Clerk of Circuit Court



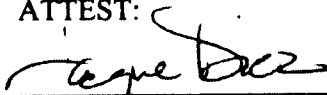
LESSEE



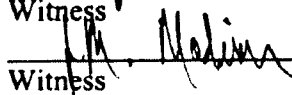
Hanger 6, LLC  
Tony Diez

Date: Sept 1, 2021

ATTEST:



Witness



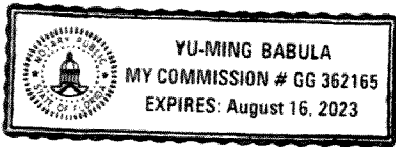
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared Tony Diez 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 1 day of Sept, 2021, AD.



[Signature]  
NOTARY

My Commission Expires: \_\_\_\_\_

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

Procurement/Contract/Lease Number: LO8-0320-MP Tracking Number: 442621  
Procurement/Contractor/Lessee Name: Hongak LLC Grant Funded: YES \_\_\_ NO X  
Purpose: amendment/renewal  
Date/Term: 9-30-41  
Department #: 4220R  
Account #: 344161  
Amount: 6,300.00 annual  
Department: Airport Dept. Monitor Name: Stan

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 8-20-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO Federal Law Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see mail attached Date: 8-23-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see mail attached Date: 8-25-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## Pamela Ryon

---

**From:** Lynn Hoshihara  
**Sent:** Thursday, August 26, 2021 5:06 PM  
**To:** DeRita Mason; Kerry Parsons  
**Cc:** Lisa Price  
**Subject:** Re: Coordination

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Friday, August 20, 2021 2:39 PM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: Coordination

Good afternoon,  
Please review and approve the attached.  
Thank you,  
DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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**From:** Pamela Ryon <pryon@myokaloosa.com>  
**Sent:** Friday, August 20, 2021 1:32 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** Coordination

Good Afternoon DeRita,  
Could you put this renewal for Hanger 6 in coordination, please.  
Annual revenue is \$6,300.00  
Account number: 4220R-344161

Thanks!

Pam Ryon  
Properties/Lease Specialist  
Destin Fort Walton Beach Airport  
Office: 850-651-7160, ext 1002

[PRyon@myokaloosa.com](mailto:PRyon@myokaloosa.com)

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# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)  
08/11/2021

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**ISSUER**  
Ladd Gardner Aviation Insurance Agency, Inc  
PO Box 183  
Addison, TX 75001

CONTACT NAME	
PHONE (A/C, No. Ext)	FAX (A/C, No)
E-MAIL ADDRESS	
PRODUCER CUSTOMER ID#	
INSURER(S) AFFORDING COVERAGE	
INSURER A U.S. SPECIALTY INSURANCE COMPANY	% 100%
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

**INSURED**  
Hanger 6 LLC  
123 Country Club Drive West  
Destin FL 32541

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NO WITHSTANDING 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.

**POLICY INFORMATION**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

INDUSTRIAL AD <input checked="" type="checkbox"/> PLEASURE & BUS <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/>		AIRPLANE <input checked="" type="checkbox"/> HELICOPTER <input type="checkbox"/>		MIXED FLEET <input type="checkbox"/>		EXCESS <input type="checkbox"/>		QUOTA SHARE <input type="checkbox"/>	
NON OWNED <input type="checkbox"/>		LIABILITY ONLY <input checked="" type="checkbox"/>		HULL & LIABILITY <input type="checkbox"/>		HULL ONLY <input type="checkbox"/>			

<b>AIRCRAFT INFORMATION</b>		ACORD 333, Aircraft Schedule attached	
YEAR	MAKE	MODEL	SERIAL NUMBER
1950	Beech	A45	
TERRITORY:		REGISTRATION NUMBER	
		N34AF	

**AIRCRAFT COVERAGES**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED?(Y/N)	SUBROGATION WAIVED?(Y/N)	
	AC3009286-05	8/15/2021	8/15/2022	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 225,000	AGREED VALUE	\$ 250	Ded. - Not in motion	
				\$ 2,500	Ded. - In motion	
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$	EA PER	
		\$ 100,000	EA PASS	\$	AGGR	
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 10,000	EA OCC	
	EXCLUDING CREW					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

**CERTIFICATE HOLDER**

Okaloosa County  
5479 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

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 8/21/2008

**Contract/Lease Control #:** L08-0320-AP13-147

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** ~~HENDERSON ELECTRIC HEAT AND A/C~~

*Hanger 6, LLC*

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 8/20/2008

**Amount:** \$26650.00

**Term/Expires:** 9/30/2021 W/1 20 YEAR RENEWAL OPTION

**Description of Contract/Lease:** DAP LOT 6/BLOCK 8 GENERIC LEASE

**Department Manager:** AIRPORT

**Department Monitor:** ~~G. DONOVAN~~

*S. Herman*

**Monitor's Telephone #:** 651-7160

**Monitor's Fax #:** 651-7164

**Date Closed:**

**LEASE REPLACES LEASE #** L168

L08-0320-AP



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

08/11/2021

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**  
Ladd Gardner Aviation Insurance Agency, Inc  
PO Box 183  
Addison, TX 75001

CONTACT NAME		
PHONE (AC, No. Ext)	FAX (AC, No)	
E-MAIL ADDRESS		
PRODUCER CUSTOMER ID#		
INSURER(S) AFFORDING COVERAGE		
INSURER A	U.S. SPECIALTY INSURANCE COMPANY	100%
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

**INSURED**  
Hanger 6, LLC  
123 Country Club Drive West  
Destin, FL 32541

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.

<b>POLICY INFORMATION</b>		<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
POLICY TYPE		LINE OF BUSINESS SUBCODE	
<input type="checkbox"/> INDUSTRIAL AD <input type="checkbox"/> NON-OWNED	<input checked="" type="checkbox"/> PLEASURE & BUS <input type="checkbox"/> COMMERCIAL	<input checked="" type="checkbox"/> AIRPLANE <input type="checkbox"/> LIABILITY ONLY	<input type="checkbox"/> HELICOPTER <input checked="" type="checkbox"/> HULL & LIABILITY <input type="checkbox"/> MIXED FLEET <input type="checkbox"/> HULL ONLY
<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE		

<b>AIRCRAFT INFORMATION</b>		ACORD 333, Aircraft Schedule attached	
YEAR	MAKE	MODEL	REGISTRATION NUMBER
1950	Beech	A45	N34AF
TERRITORY:			

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	AC3009286-05	8/15/2021	8/15/2022	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT		\$ 225,000	AGREED VALUE	\$ 250	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY		\$ 1,000,000	EA OCC	\$ 2,500	Ded. - In motion
			\$ 100,000	EA PASS		EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW <input type="checkbox"/> EXCLUDING CREW		\$ 5,000	EA PER	\$ 10,000	EA OCC
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION					
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

**DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> 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 
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CONTRACT#: L08-0320-AP  
HANGER 6, LLC  
DAP LOT 6/BLOCK 8 GENERIC LEASE  
EXPIRES: 09/30/2021 W/1 20 YR RENEWAL OPTION



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)  
08/05/2020

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).

<b>PRODUCER</b> Ladd Gardner Aviation Insurance Agency, Inc PO Box 183 Addison, TX 75001	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID#:	
	INSURER(S) AFFORDING COVERAGE	

<b>INSURED</b> Hanger 6, LLC 123 Country Club Drive West Destin, FL 32541	INSURER A: U.S. SPECIALTY INSURANCE COMPANY	100%	NAIC #
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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.

<b>POLICY INFORMATION</b>		<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
POLICY TYPE		LINE OF BUSINESS SUBCODE	
INDUSTRIAL AID <input checked="" type="checkbox"/>	PLEASURE & BUS <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	
NON-OWNED <input type="checkbox"/>		AIRPLANE LIABILITY ONLY <input checked="" type="checkbox"/>	HELICOPTER HULL & LIABILITY <input checked="" type="checkbox"/>
		MIXED FLEET HULL ONLY <input type="checkbox"/>	EXCESS <input type="checkbox"/>
			QUOTA SHARE <input type="checkbox"/>

<b>AIRCRAFT INFORMATION</b>		ACORD 333, Aircraft Schedule attached	
YEAR 1950	MAKE Beech	MODEL A45	REGISTRATION NUMBER N34AF
TERRITORY:			

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	AC3009286-04	8/15/2020	8/15/2021	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 225,000	AGREED VALUE	\$ 250	Ded. - Not in motion	
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$ 2,500	Ded. - In motion	
		\$ 100,000	EA PASS	\$	EA PER	
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 10,000	EA OCC	
	EXCLUDING CREW					
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
CODE	DESCRIPTION					
		\$		\$		
		\$		\$		
		\$		\$		
		\$		\$		
		\$		\$		

**DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b> 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 
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CONTRACT#: L08-0320-AP  
HANGER 6, LLC  
DAP LOT 6/BLOCK 8 GENERIC LEASE  
EXPIRES: 09/30/2021 W/1 20 YR RENEWAL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: AC3009286-04  
Endorsement number:  
Issued to (first Named Insured): Hanger 6, LLC  
Effective: 08/15/2020  
For: premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**ADDITIONAL INSURED STORAGE AND TIE DOWN OF AIRCRAFT**

In addition to those already protected under PART THREE - LIABILITY TO OTHERS, this policy will also protect

Okaloosa County  
5479 A Old Bethel Road, Crestview, FL 32536

The person or organization named in this endorsement is included as an insured, but only with respect to their ground storage or tie down of **your aircraft**. Storage or tie down does not include **in motion** or **in flight aircraft** operations.

However, no person or organization or employee or agent is an insured under this endorsement for any **occurrence** arising directly or indirectly out of the act or acts of or while engaged in making, distributing, selling, furnishing, servicing, repairing, renting or leasing any aircraft, aircraft component or product used, or intended for use in or for aircraft.

This endorsement applies to all **aircraft** covered by **your** policy unless the following information is completed.

This endorsement applies only to the following **aircraft**:

**NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement is issued by U.S. Specialty Insurance Company

Policy number: AC3009286-04  
Endorsement number:  
Issued to (first Named Insured): Hanger 6, LLC  
Effective: 08/15/2020  
For: premium of \$

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

transportation. The most **we** will reimburse **you** under this paragraph is \$25,000 during **your** policy period.

**You** must provide **us** with invoices for all covered **extra expense** within 90 days from the date incurred by **you**.

**11. Extra Expenses**

Under PART FIVE - SPECIAL PROVISIONS AND CONDITIONS - in the event an **aircraft** described in Item 5 of the Coverage Identification Page is laid up and out of service because of an **accident** covered by this policy, **we** will reimburse **you** for the **extra expense** incurred in leasing or renting a temporary replacement aircraft or aircraft part while the damaged **aircraft** or **aircraft** part is being repaired. **Extra Expense** means the actual cost of leasing or renting a replacement aircraft or part and does not include storage charges, service fees, salaries, maintenance, or operation costs.

**a. What We Will Pay**

After an **aircraft** shown in Item 5 of the Coverage Identification Page has been damaged and continuing for not more than 60 consecutive days, **we** will reimburse **you** a maximum daily **extra expense** of \$1,000. The most **we** will pay is \$10,000 during **your** policy period. **Extra expense** is in addition to the **agreed value** shown in Item 5 of the Coverage Identification Page.

**b. What We Will Not Pay**

We will not reimburse **you** for any **extra expense**:

- (1) after completion of repairs to **your** damaged **aircraft**;
- (2) if the **aircraft** is destroyed, after we have furnished **you** with a proof of loss; or
- (3) if **you** have permanently replaced **your** damaged **aircraft**.

**12. Premises Extension**

Under PART THREE - LIABILITY TO OTHERS - Paragraph 1 "What **We** Cover" is extended to include damage **you** are legally required to pay for **bodily injury** or **property damage** caused by an **occurrence** arising out of **your** legal use of **premises** at an airport. **Premises** means the portion of an airport used for the immediate parking, tiedown or storage of **your aircraft**.

**13. Aircraft Personal Injury**

In addition to the coverage **you** have purchased, **we** will also pay those sums that **you** become legally obligated to pay as damages because of **aircraft personal injury** offenses committed during the policy period, arising out of **your** use of **your aircraft**.

**a. We will have the right and duty to defend any civil suit seeking those damages.**

- (1) The most **we** will pay during **your** policy period is \$25,000;
- (2) **We** may investigate and settle any claim or civil suit at **our** discretion; and
- (3) **Our** right and duty to defend end when **we** have exhausted the applicable limit, shown in paragraph a (1) above, in the payment of judgments or settlements under this **Aircraft Personal Injury** extension of coverage.

**b. Aircraft Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:

**NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.**

**AMENDMENT TO LEASE L08-0320-AP  
HANGER 6, LLC HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 8th day of February, 2017, hereby approves this an amendment to Hangar Lease L08-0320-AP (“Assignment of Lease Agreement”), dated November 12, 2013, by Hanger 6, LLC. (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

**WITNESSETH:**

**WHEREAS**, on November 12, 2013, Lessee entered into an Assignment of Lease for Lease Agreement, L08-0320-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of September 30, 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 6 c titled “Ground Lease” of L08-0320-AP, is deleted and replaced as follows:

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

FIVE DOLLARS (\$1,875.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L08-0320-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 13 titled "Taxes" of L08-0320-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 18 titled "Insurance" letter "c" of L08-0320-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 27 "Place of Payments" of L08-0320-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.

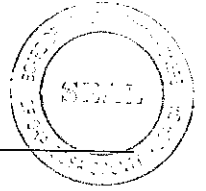
6. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

(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

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman  
Date: 80 Feb 17



ATTEST:

Ray J. Steford  
J.D. Peacock II, Clerk  
DATE: 2/8/17



LESSEE

Tony Diez  
Hanger 6, LLC  
Tony Diez  
Date: 1/24/17

ATTEST:

Rebecca S. Davis Rebecca S. Davis  
Witness

Stacy R. Winters Stacy R. Winters  
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 TONY DIEZ 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 January, 2017, AD.



Gwyn Wendt  
NOTARY

My Commission Expires: 3/30/2018



CA #19

## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** February 7, 2017  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Tracy Stage  
**SUBJECT:** Hanger 6 Amendment One to Hangar Lease  
**DEPARTMENT:** Airport  
**BCC DISTRICT:** 5

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners of Hanger 6, LLC Amendment One for Block 8 Lot 6 at the Destin Executive Airport (L08-0320-AP).

**BACKGROUND:** On November 12, 2013 Hanger 6, LLC 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. Hanger 6 desires to "Opt In" the new hangar lease rate and the Airport has received his fee. Hanger 6, LLC certificate of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

**OPTIONS:** Approve, Reject or Table.

**RECOMMENDATIONS:** It is Staff's recommendation that the Board approve Hanger 6, LLC Amendment One for Hangar Lease at the Destin Executive Airport as described above.

**RECOMMENDED BY:**

  
 Tracy Stage, Airport Director      2/1/2017

**APPROVED BY:**

**John Hofstad, County Administrator**

CERTIFIED A TRUE  
AND CORRECT COPY  
JD PEACOCK II  
CLERK CIRCUIT COURT

BY   
DEPUTY CLERK  
DATE 2/13/17



# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>L08-0310-AP</u>	Tracking Number: <u>2202-17</u>
Contractor/Lessee Name: <u>Hanger O, LLC</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Amendment one</u>	
Date/Term: <u>9-30-21</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$1,875.00 annually 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>Stage/miscel</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>Charles Powell</u>	Date: <u>1/9/2017</u>
Purchasing Director or designee	Zan Fedorak, Charles Powell, DeRita Mason

<b>Risk Management Review</b>	
Approved as written: <u>w/ current COI</u>	
<u>Laura Porter</u>	Date: <u>1/10/2017</u>
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>see email 1/10/2017</u>	
Date: _____	
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contract &amp; Grant</b>	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

## Dave Miner

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, January 10, 2017 3:06 PM  
**To:** Dave Miner  
**Cc:** Krystal King; Charles Powell; Greg Kisela; Lynn Hoshihara  
**Subject:** RE: Amendments for Coordination Allied Global Ventures-PCP Aviation-Hanger 6

These are approved for legal sufficiency.

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Tuesday, January 10, 2017 3:47 PM  
**To:** Parsons, Kerry  
**Cc:** Krystal King; Charles Powell; Greg Kisela  
**Subject:** RE: Amendments for Coordination Allied Global Ventures-PCP Aviation-Hanger 6

Ms. Parsons:

Changes accepted.

Amendment One to Allied Global Ventures I changed to Amendment Five to Allied Global Ventures.

Thank you.

Dave

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Tuesday, January 10, 2017 8:25 AM  
**To:** Dave Miner  
**Cc:** Krystal King; Charles Powell; Greg Kisela  
**Subject:** RE: Amendments for Coordination Allied Global Ventures-PCP Aviation-Hanger 6

Attached Please find my revisions.

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Monday, January 09, 2017 11:35 AM  
**To:** Charles Powell; Greg Kisela  
**Cc:** Parsons, Kerry; Krystal King  
**Subject:** Amendments for Coordination Allied Global Ventures-PCP Aviation-Hanger 6

Amendment One Allied Global Ventures, Amendment Three PCP Aviation, and Amendment One Hanger 6.

Charles please start coordination for these three Amendments. You will receive the originals in distro today.

Thank you.

Dave

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

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



### Destin Executive Airport Hangar Lease Tiered Buy Down Option Program

Lessee Hanger 6, LLC Block 8 Lot 6  
Lease # L08-0320-AP

The Okaloosa County Board of County Commissioners approved a Tiered Buy Down Program for any Destin Executive Airport hangar lease with a Board approved ground lease rate greater than \$1.50 per square foot. The program allows a lessee to reduce their Board approved rate to the \$1.50 appraisal rate. This will be retroactive to October 1, 2016 with a flat fee based on the number of years remaining on the current lease term. All other terms and conditions of the lease remain unchanged with the exception of the Care of Premises which will also be updated.

Current Board Approved Ground Rate: \$ 2.50 Date Approved: 11/12/2013  
Current Escalated Rate: \$ 2.56 Date Escalated: 11/30/2015  
Remaining Lease Term: 5.00 Expiration Date: 9/30/2021

Init: [Signature]

Opt In -Please check and initial this box if you elect the buy down option described above. This signed form must be returned with your fee in the amount of \$ 1,000.00 no later than January 17, 2017. Once signed form and payment are received, we will begin the lease amendment process. All lessees electing this option will be required to sign an amendment to their current lease and this will be presented to the Okaloosa County Board of County Commissioners for approval. The program is expected to be completed by March 7, 2017.

Init: \_\_\_\_\_

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my ground lease rate will remain at its current rate of \$ 2.56 and will continue to escalate annually per the terms in the agreement.

Print Name TONY DIEZ

Signature [Signature]

Date 1-2-17

If you have chosen to Opt In, please return this form and your fee (check) in the amount of \$ 1,000.00 no later than January 17, 2017 to begin the agreement amendment process. Please remember that you will be required to sign an amendment to your current lease and return for Board Approval. The new rate is not effective until your amendment is approved by the Okaloosa County Board of County Commissioners. We expect this process to be completed by March 7th, 2017.

Buy Down Option Forms not returned by January 17, 2017 will automatically be considered as an Opt Out to this program. In addition, Buy Down Option Forms that indicate Opt In that are not returned with the fee by January 17, 2017 will not be processed and will automatically will be Opted Out.





# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)  
08/16/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Ladd Gardner Aviation Insurance Agency, Inc. PO Box 183 Addison, TX, 75001	CONTACT NAME:		
	PHONE (AVC, No, Ext):	FAX (AVC, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID No.			
INSURED Hangar6, LLC  123 Country Club Drive West Destin, FL, 32541  <i>L-08-0320-AP</i>	INSURER(S) AFFORDING COVERAGE	%	NAIC No.
	INSURER A: U.S. SPECIALTY INSURANCE COMPANY	100%	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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.

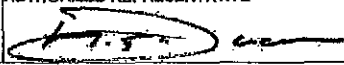
POLICY INFORMATION		CERTIFICATE NUMBER:		REVISION NUMBER:	
POLICY TYPE		LINE OF BUSINESS SUBCODE			
INDUSTRIAL AID	<input checked="" type="checkbox"/> PLEASURE & BUS	<input type="checkbox"/> COMMERCIAL	<input checked="" type="checkbox"/> AIRPLANE	<input type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET
NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY
				EXCESS	QUOTA SHARE

AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached			
YEAR 1950	MAKE BEECH	MODEL A45	SERIAL NUMBER	REGISTRATION NUMBER N34AF	
TERRITORY:					

### AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	AC3009286-00	08/15/2016	08/15/2017	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 225,000	AGREED VALUE	\$ 250	Ded. - Not in motion
	<input type="checkbox"/> ALL RISK GROUND ONLY			\$ 2,500	Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$	EA PER
		\$ 100,000	EA PASS	\$	AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 10,000	EA OCC
	<input type="checkbox"/> EXCLUDING CREW				
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF PROPERTY INSURANCE

OP ID: WH  
DATE (MM/DD/YYYY)  
06/26/2014

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	CONTACT NAME: Louis D. Skinner		
	PHONE (A/C, No, Ext): 850-729-2131	FAX (A/C, No): 850-729-2134	
	E-MAIL ADDRESS: lskinner@nicevilleinsurance.com		
	PRODUCER CUSTOMER ID: HANGA-1		
INSURED Hangar Six LLC 2350 Twin Bay View Ft. Walton Beach, FL 32547	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
5545 John Givens Rd Bk 3 Lot2  
Crestview, FL 32539

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	773CFL-2088	12/02/2013	12/02/2014	<input checked="" type="checkbox"/> BUILDING	\$ 400,000
		CAUSES OF LOSS DEDUCTIBLES				PERSONAL PROPERTY	\$
		BASIC BUILDING				BUSINESS INCOME	\$
		BROAD Contents				EXTRA EXPENSE	\$
		SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				BLANKET BUILDING	\$
	<input checked="" type="checkbox"/>	WIND 3%				BLANKET PERS PROP	\$
		FLOOD				BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/>	SPECIAL 1,000					\$
		INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS	POLICY NUMBER				\$
		NAMED PERILS					\$
		CRIME					\$
		TYPE OF POLICY					\$
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Okaloosa County Fax: 689-5970

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County Purchasing Department Attn: Danielle Reinhardt 602 C N Pearl St Crestview, FL 32536		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--	---

## Joanne Kublik

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**From:** Dave Miner  
**Sent:** Wednesday, November 27, 2013 1:30 PM  
**To:** Joanne Kublik  
**Subject:** Assignment of Lease

Joanne:

We had an assignment of lease approved by the Board on November 12, 2013 (L08-0320-AP) which had a name change for the company that was selling the hangar and it was also an assignment of lease to a new individual.

The label has the name change on it but not the new owner. The label should reflect Hanger 6, LLC.

If you have any question please call.

Hope you have a wonderful Thanksgiving and please tell Jack I said Happy Thanksgiving.

Dave

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

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

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date: 8/21/2008**

**Contract/Lease Control #: L08-0320-AP13-147**

**Bid #: N/A**

**Contract/Lease Type: REVENUE**

**Award to/Lessee: HENDERSON ELECTRIC HEAT AND A/C**

**Lessor: OKALOOSA COUNTY**

**Effective Date: 8/20/2008**

**Amount: \$26650.00**

**Term/Expires: 9/30/2021 W/1 20 YEAR RENEWAL OPTION**

**Description of Contract/Lease: DAP LOT 6/BLOCK 8 GENERIC LEASE**

**Department Manager: AIRPORT**

**Department Monitor: G. DONOVAN**

**Monitor's Telephone #: 651-7160**

**Monitor's Fax #: 651-7164**

**Date Closed:**

**LEASE REPLACES LEASE # L168**

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

6-11-13

Contract/Lease Number: <u>L 08 -0320 -AP</u>	Tracking Number: <u>650.13</u>
Contractor/Lessee Name: <u>HCB / Freeport Acquisitions, LLC</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Assignment of lease to Hanger 6, LLC, Mr. Tony Diez</u>	
Date/Term: <u>September 30, 2021</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$3,125.00 per year plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Airports</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>David Miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

## Purchasing Review

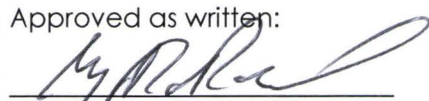
Procurement requirements are met:

  
Purchasing Director or designee

Date: 6/17/13

## Risk Management Review

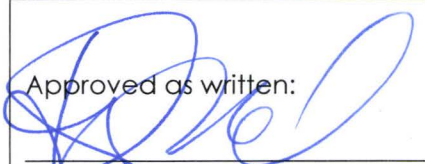
Approved as written:

  
Risk Manager or designee

Date: 6/14/13

## County Attorney Review

Approved as written:

  
County Attorney

Date: 6/26/13

Following Okaloosa County approval:

## Contract & Grant

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_



**CERTIFICATE OF INSURANCE**

This is to certify to  
(Certificate Holder):

**Okaloosa County  
602-C N Pearl Street  
Crestview, FL 32536**

The following policy(ies)  
have been issued to:

**Diez Management, Inc.  
P.O. Box 1907  
Council Bluffs, IA 51502**

**AIRCRAFT POLICY NO: AV07433910      POLICY PERIOD: FROM: 12/27/2012      TO: 12/27/2013**  
**THIS COVERAGE IS EFFECTIVE 12:01 AM 09/18/2013**  
**INSURANCE COMPANY:      OLD REPUBLIC INSURANCE COMPANY**

**LIABILITY COVERAGES:**

**LIMITS OF LIABILITY**

	<b>EACH PERSON</b>	<b>EACH OCCURRENCE</b>
<input checked="" type="checkbox"/> Single Limit Including <b>Passengers</b> ,	\$XXXX	\$1,000,000.
<input type="checkbox"/> with <b>Passenger</b> Liability Limited to:	\$	\$XXXX

<b>DESCRIPTION OF AIRCRAFT</b>			<b>PHYSICAL DAMAGE COVERAGE:</b>		<b>ALL RISKS GROUND AND IN-FLIGHT</b>
FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	NOT IN-MOTION	DEDUCTIBLES IN-MOTION
N3085F	1987	Beech 36	\$280,000.	\$0.	\$200.
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

**THIS CERTIFICATE HOLDER IS:**

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- Included as an Additional Insured on Aircraft Liability Coverage but only with respect to hangaring and tie-down of insured aircraft.
- Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only with respect to operations of the Named Insured.

**OTHER COVERAGES/CONDITIONS/REMARKS:**

**Policy Territory: United States of America, Canada, Mexico and as may be endorsed.**

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

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

**Phoenix Aviation Representative:**

Agency Name:	Falcon Insurance Agency, Inc.	
Agency Phone:	830-257-1000	

Date: October 2, 2013

## Dave Miner

---

**From:** Gary Real  
**Sent:** Monday, October 21, 2013 2:00 PM  
**To:** Dave Miner  
**Subject:** FW: N3085F Insurance  
**Attachments:** 2335dn\_20131011\_16144009.pdf

I was contacted by Mr. Diez and I have reviewed his coverage. His coverage is broader than I originally thought, this policy is acceptable under the terms of his lease.

Gary R. Real  
Risk Manager, Okaloosa County Florida  
850-689-5979

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.

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**From:** tony diez [<mailto:diezmgmt@aol.com>]  
**Sent:** Monday, October 14, 2013 10:51 AM  
**To:** Gary Real  
**Subject:** Fwd: N3085F Insurance

Mr. Real,

Thanks for taking my call this morning. This was the response from my aircraft insurance agent. As I mentioned, he believes we are covered under our current policy.

Hopefully this is acceptable and we can move forward.

Thanks so much for looking into this.

Tony Diez  
402-871-6606

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

**From:** Cliff Bertholf <[CBertholf@falconinsurance.com](mailto:CBertholf@falconinsurance.com)>  
**To:** diezmgmt <[diezmgmt@aol.com](mailto:diezmgmt@aol.com)>  
**Sent:** Fri, Oct 11, 2013 4:34 pm  
**Subject:** N3085F Insurance

Hi Tony,

Hope this helps. Attached are copies of your Declarations page of the insurance policy, and a copy of the page dealing with 'Premises Liability Coverage'.

The 2<sup>nd</sup> highlighted paragraph states that your liability coverage (Coverage D), which is a \$1,000,000 per occurrence limit noted on the Declarations page, 'shall apply to an occurrence arising out of the maintenance or use of the premises in or upon which the aircraft is stored'.

Again, hope this helps. Please let me know if you have any questions.

Many thanks,

Cliff Bertholf  
**Falcon Insurance Agency**  
P.O. Box 291388  
Kerrville , TX 78029  
800-880-6272  
830-792-1144 - fax  
[www.falconinsurance.com](http://www.falconinsurance.com)

\*Please note that I cannot accept binders or policy changes via email, only by phone during normal business hours\*



ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 12<sup>th</sup> day of November, 2013, by and between REGENCY ACQUISITION 1, LLC (hereinafter referred to as "FIRST PARTY") and HANGER 6, LLC., (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease Agreement for a hangar consisting of ONE THOUSAND SEVEN HUNDRED EIGHTEEN (1,718) square feet at the Destin/Ft. Walton Beach Airport, Assignment of Lease dated May 4, 2012, Lease for Hangar Space Option dated August 20, 2008, Supplemental Agreement Number One dated February 5, 2002, and original Lease dated February 14, 2002 with a current expiration date of September 30, 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 supplemental agreement number two, assignment of lease, lease for hangar space option, supplemental agreement number one, and 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 8 Lot 6 as shown on file in the office of the Airports Director, which is incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Assignment of Lease for hangar space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements of the original lease, supplemental agreement, lease for hangar space option and assignment of lease as supplemented to be kept, performed, and observed by the SECOND PARTY.

SECTION 1: COMPANY NAME CHANGE

Name Change Only: HCP/Freeport Acquisition, LLC requests to change the company name on the lease to Regency Acquisition 1, LLC which was legally changed.

**LEASE # L08-0320-AP  
REGENCY ACQUISITION 1, LLC.  
(FORMERLY HCB)  
DAP BLOCK 8/LOT 6 HANGAR LEASE  
EXPIRES: 09/30/2021**

SECTION 2: ASSIGNMENT OF LEASE

Change Section 6 c: Ground Lease to 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, 32542-1498. The leasehold includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at TWO DOLLARS AND FIFTY CENTS (\$2.50) per square foot per year for a total annual cost of THREE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$3,125.00) plus tax.

SECTION 3:

Change Section 18: Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from 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 32542-1498. The address of the LESSEE is: Hanger 6, LLC, Tony Diez, 123 Country Club Drive, W, Destin, FL 32541.

SECTION 4:

Change Section 29: Legal Description to read:

Block 8 Lot 6: Parcel described contains 1,250 square feet.

SECTION 5: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE consists of the following: Sections 1 – 5. It constitutes this 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.



REGENCY ACQUISITIONS I, LLC  
PHILLIP D. WARD  
FIRST PARTY

ATTESTS:

  
WITNESS  
WITNESS

HANGER 6, LLC  
TONY DIEZ  
SECOND PARTY

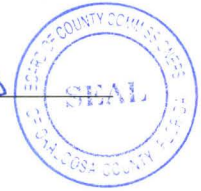
ATTESTS:

  
WITNESS  
WITNESS

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 PHILLIP D. WARD 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 10<sup>th</sup> day of October, 2013, AD.



NOTARY




My Commission expires:

May 22, 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 TONY DIEZ 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 10<sup>th</sup> day of October, 2013, AD.



NOTARY



My Commission expires:

May 22, 2015

In the process  
of being signed  
by both individuals.

3-6-12

CONTRACT & LEASE  
INTERNAL COORDINATION SHEET

Contract/Lease Number: L08-0320-AP Tracking Number: 403-12  
 Contractor/Lessee Name: Henderson Electric  
 Purpose: AOL Henderson Elec to HCB/Freemont Acquisitions  
 Date/Term: Sep. 30, 2021  GREATER THAN \$10,000  
 Amount: \$2,499,500 per year plus tax  \$10,000 OR LESS  
 Department: Airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature]  
Contracts/Lease Coordinator

Date: 3/7/12

Risk Management Review

Approved as written:

[Signature]  
Risk Management Director

Date: 3-9-12

County Attorney Review

Approved as written:

[Signature]  
County Attorney

Date: 3/23/12

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

**LEASE # L08-0320-AP  
HCB/FREEPORT ACQUISITION, LLC.  
DAP BLOCK 8/LOT 6 HANGAR LEASE  
EXPIRES: 09/30/2021**

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 4th day of May, 2012, by and between HENDERSON ELECTRIC HEAT AND AIR COND. INC., (hereinafter referred to as the "FIRST PARTY") and HCB/FREEPORT ACQUISITION, LLC, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease Agreement for a hangar consisting of ONE THOUSAND SIX HUNDRED SIXTY FIVE (1,665) square feet at the Destin/Ft. Walton Beach Airport, Lease for Hangar Space Option dated August 20, 2008, Supplemental Agreement #1 dated February 5, 2002, and original Lease dated February 14, 2002 with a current expiration date of September 30, 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 lease for hangar space option, supplemental agreement #1, and 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 8 Lot 6 as shown on file in the office of the Airports Director, which is incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Assignment of Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements of the original lease, supplemental agreement, and lease for hangar space option as supplemented to be kept, performed, and observed by the SECOND PARTY.

SECTION 1:

Change Section 6 c: Ground Lease to 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, 32542-1498. The leasehold includes ONE THOUSAND SEVEN HUNDRED EIGHTEEN (1,718) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of TWO THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS (\$2,577.00) plus tax.

SECTION 2:

Change Section 18: Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from 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 32542-1498. The address of the LESSEE is: HCB/Freeport Acquisition, LLC., C/O Jay A. Odom, P.O. Box 1735, Destin, Florida 32540.

SECTION 3:

Change section 29: Legal Description to read:

Block 8 Lot 6: Commence at the Southeastern most corner of Lot 41, Block A, Harbor Breeze Third Addition, as recorded in Plat Book 16, Page 31, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W (Basis of Bearings) along the East line of said Lot 41 for a distance of 127.09 feet; Thence departing said East line proceed N.52°07'27"E for a distance of 149.04 feet to a nail and disk stamped LB #7350 and the POINT OF BEGINNING; Thence N.37°52'33"W for a distance of 30.71 feet; Thence N.52°07'27"E for a distance of 10.50 feet; Thence N.37°52'33"W for a distance of 20.00 feet; Thence N.52°07'27"E for a distance of 21.17 feet; Thence S.37°52'33"E for a distance of 20.00 feet; Thence N.52°07'27"E for a distance of 10.50 feet; Thence S.37°52'33"E for a distance of 30.71 feet; Thence S.52°07'27"W for a distance of 42.17 feet to the POINT OF BEGINNING. Parcel described contains 1718 square feet.

SECTION 4: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE consists of the following: Sections 1 – 4. It constitutes this 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.



HENDERSON ELECTRIC HEAT AND  
AIR COND., INC.  
DOUG HENDERSON  
FIRST PARTY

ATTESTS:



WITNESS

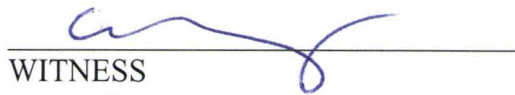


WITNESS



HCB/FREEPORT ACQUISITIONS, LLC  
JAY A. ODOM  
SECOND PARTY

ATTESTS:



WITNESS

Cindy Jo Aldrich

WITNESS

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 DOUG HENDERSON 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 12<sup>th</sup> day of April, 2012, AD.

KAREN R. JOHNSON  
Notary Public, State of Florida  
My comm. exp. Apr. 12, 2013  
Comm. No. DD 879638

  
\_\_\_\_\_  
NOTARY

My Commission expires: April 12, 2013

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JAY ODOM 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 13<sup>th</sup> day of April, 2012, AD.



  
\_\_\_\_\_  
NOTARY

My Commission expires: May 22, 2015

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

AND

HENDERSON ELECTRIC HEAT AND AIR COND., INC.

This LEASE FOR HANGAR SPACE fully executed this ~~10th~~ day of AUGUST, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and HENDERSON ELECTRIC HEAT AND AIR COND., INC. (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 6 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall have an expiration date of September 30, 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

L08-0320-AP13-147  
LESSEE: HENDERSON ELECTRIC  
HEAT AND A/C  
DAP BLOCK 8/LOT 6  
EXPIRES: 9/30/2021

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

### SECTION 3: IMPROVEMENTS TO COUNTY

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

### SECTION 4: CONSTRUCTION OF HANGAR

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

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

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

### SECTION 6: RENTALS

#### a. HANGAR FEES:

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

#### b. HANGAR INSURANCE:

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

c. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee determined by bid. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND SIXTY FOUR (\$1.64) cents per square foot per year for a total annual cost of TWO THOUSAND FIFTY DOLLARS (\$2,050.00) plus tax.

d. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

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

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

#### SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

#### SECTION 11: CARE OF LEASED PREMISES

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

#### SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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



b. PROPERTY:

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

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Henderson Electric, Doug Henderson, 648-38 Anchors St., N.W., Ft. Walton Beach, FL 32548-3861.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 1,250 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:

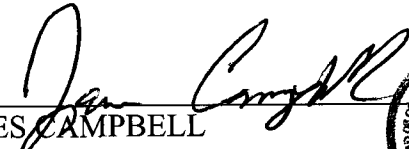
LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

SECTION 31: ENTIRE LEASE

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

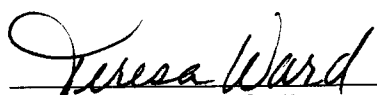
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

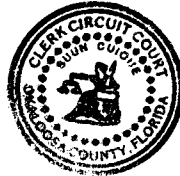
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

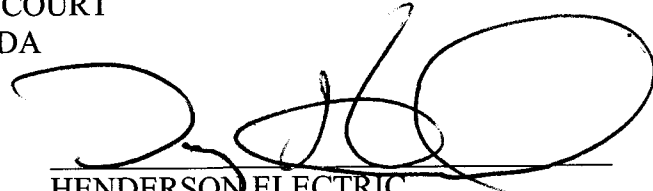
  
\_\_\_\_\_  
JAMES CAMPBELL  
CHAIRMAN



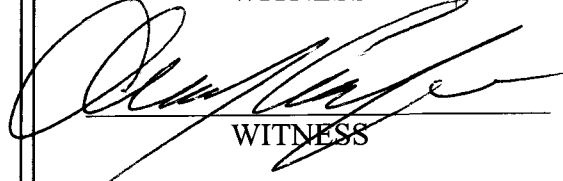
ATTEST:

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



  
\_\_\_\_\_  
HENDERSON ELECTRIC  
DOUG HENDERSON

  
\_\_\_\_\_  
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 DOUG HENDERSON 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 12<sup>th</sup> day of August, 2008, AD.

*Virginia B. Hodges-Arndt*  
NOTARY

My Commission expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Virginia B. Hodges-Arndt  
Commission # DD765554  
Expires: APR. 16, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.



# CERTIFICATE OF PROPERTY INSURANCE

OP ID: WH

DATE (MM/DD/YYYY)

11/14/2014

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	CONTACT NAME: <b>Garrett Floyd</b> PHONE (A/C, No, Ext): <b>850-729-2131</b> FAX (A/C, No): <b>850-729-2134</b> E-MAIL ADDRESS: <b>gfloyd@nicevilleinsurance.com</b> PRODUCER CUSTOMER ID: <b>HANGA-1</b>														
INSURED Hangar Six LLC c/o Peter Bayer 257 W. Miracle Strip Pkwy Mary Esther, FL 32569	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Lloyds of London</b></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: <b>Lloyds of London</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 5545 John Givens Rd Bk 3 Lot2  
 Crestview, FL 32539

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
	CAUSES OF LOSS	DEDUCTIBLES							
A	<input checked="" type="checkbox"/>	PROPERTY		77M CW-2069	12/02/2014	12/02/2015	<input checked="" type="checkbox"/>	BUILDING	\$ 400,000
								PERSONAL PROPERTY	\$
								BUSINESS INCOME	\$
								EXTRA EXPENSE	\$
								RENTAL VALUE	\$
								BLANKET BUILDING	\$
								BLANKET PERS PROP	\$
								BLANKET BLDG & PP	\$
			\$						
			\$						
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY						\$
	<input type="checkbox"/>	CAUSES OF LOSS							\$
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER						\$
	<input type="checkbox"/>								\$
	<input type="checkbox"/>	CRIME							\$
	<input type="checkbox"/>	TYPE OF POLICY							\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							\$
	<input type="checkbox"/>								\$
	<input type="checkbox"/>								\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Okaloosa County Fax: 689-5970

**CERTIFICATE HOLDER**

**CANCELLATION**

Okaloosa County Purchasing Department Attn: Danielle Reinhardt 602 C N Pearl St Crestview, FL 32536  108-0320-AP	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 
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