# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	01/1/2019
Contract/Lease Control #:	L06-0258-AP
Procurement#:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	PA46 AVIATION, LLC
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	01/15/2019
Expiration Date:	05/17/2033
Description of Contract/Lease:	DAP BLOCK 7/LOT 2
Department:	<u>AP</u>
Department Monitor:	<u>STAGE</u>
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	<u>TSTAGE@MYOKALOOSA.COM</u>
Closed:	

Cc: Finance Department Contracts & Grants Office

	CERTIFICATE OF INSURANCE
Certificate Issued to:	Okaloosa County Board of County Commissioners Destin-Fort Walden Beach Airport Administration, 1701 State Road 85 N, Eglin AFB, FL 32542-1498
insured:	Byram Interests LLC
Address:	2840 Tuscany Circle, Shreveport, LA 71106-8415
Policy Number:	SAV100408602
Effective Dates:	05/31/2021 to 05/31/2022
Insurer:	StarStone National Insurance Company, c/o London Aviation Underwriters, Inc.
Producer:	R-T Specialty, LLC, Dallas, TX Ph. 214-865-7200
Coverage:	N943KM 2010 Piper PA46-500TP AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew) Combined Single Limit \$1,000,000 Each Occurrence Includes SAV 0161 Non-Commercial Premises Liability Endorsement
Certificate Holder is nam	ed as an Additional Insured. See Policy language for limiting Parameters.
EXCLUDING any loss, da sole or proportional, or th	amage, injury or liability which arises from above named Certificate Holder's negligence, whether e willful misconduct of above named Certificate Holder or their servants.
The Insurer agrees to pro payment of premium, price	ovide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non- or to cancellation or material change in the above coverage by the insurer.
afforded by the policy list with respect to which this	tion of insurance is not an insurance policy and does not amend, extend or alter the coverage ed herein. Notwithstanding any requirement, term, or condition of any contract or other document certificate or verification of insurance may be issued or may pertain, the insurance afforded by in is subject to all the terms, exclusions, and conditions of the policy.
This Certificate cancels a	nd supercedes any previously issued Certificates.
Date: <u>5/28/2021 9:54</u> :	50 AM By: Authorized Representative LONDON AVIATION UNDERWRITERS, INC. 33405 6th Ave S, Federal Way, WA 98003-6335

CONTRACT#: L06-0258-AP PA46 AVIATION, LLC DAP BLOCK 7/LOT 2 EXPIRES: 05/17/2023

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#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/12/2021

C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	SURA	Y OF	NEGATIVELY AMEND	, EXTE	ND OR ALT	FER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES
If	IPORTANT: If the certificate holde SUBROGATION IS WAIVED, subje is certificate does not confer rights	ct to	the	terms and conditions of	the po uch enc	llcy, certain lorsement(s)	policies may	NAL INSURED provision require an endorsemen	ns or be nt. A st	e endorsed. tatement on
	DUCER					CT Bobbie S	Smarr			
	eman, Moore & Company, Inc Jordan Street, Suite 400				PHONE (A/C, No	o, Ext): (318) 🏼	227-4813		(318) 4	424-6302
	eveport, LA 71101				E-MAIL ADDRE	<sub>ss:</sub> bsmarr@	moreman	moore.com		
						INS	SURER(S) AFFO	RDING COVERAGE		NAIC #
					INSURE	RA: Travele	rs Indemni	ty Company		25658
INSL	RED				INSURE	A B :		·····	_	
	Lennard Properties, LLC &	PA 46	5 Avia	ation, LLC	INSURE	RC:				
	9204 Linwood Ave Ste 103				INSURE	RD:				
	Shreveport, LA 71106				INSURE	RE:	-			
					INSURE	RF:				
CO	VERAGES CEF	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLIC IDICATED. NOTWITHSTANDING ANY I ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	requi ' Peri	REME TAIN,	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	NY CONTRA 7 THE POLIC	CT OR OTHER	R DOCUMENT WITH RESPI BED HEREIN IS SUBJECT	ECT TO	WHICH THIS
INSA	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR			KTK6303F644619IND19		12/3/2020	12/3/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$\$	1,000,000
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
								PRODUCTS - COMP/OP AGG	\$	
									s	
			1			. –		COMBINED SINGLE LIMIT (Ea accident)	s	
								BODILY INJURY (Per person)	\$	
	AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
		1						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$	1							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
								E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
1						1				
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHK	LES (/	ACORE	101, Additional Remarks Schedu	ule, may b	e attached if mo	re space is requi	red)	1	,
						CO PA2		#: L06-0258-AP ION, LLC		
								(7/LOT2		
CE						<u>CE</u> EXH	HRES: 0	5/17/2033		
	Okaloosa County Board of Destin-Fort Walton Beach A 1701 State Road 85 N				і тне	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.		
	Eglin A F B, FL 32542-1498					RIZED REPRESE				
					1/1	in Tay	h			
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AC	ORD 25 (2016/03)					© 19	88-2015 AC	ORD CORPORATION.	All rig	hts reserved.

			BSMARR
ACORD. EVIDENCE OF PR		SURANCE	DATE (MM/DD/YYYY) 4/12/2021
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A M ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUC	NOT AFFIRMATIVELY	OR NEGATIVELY AI	MEND, EXTEND OR ALTER THE
AGENCY PHONE (A/C, No, Ext): (318) 424-9160	COMPANY Travelers Indemnity	Company	
Moreman, Moore & Company, Inc 820 Jordan Street, Suite 400 Shreveport, LA 71101	One Tower Square Hartford, CT 06183		
FAX (A/C, No):(318) 424-6302 ADDRESS:			
CODE: OFT876 SUB CODE:			
CUSTOMER ID #: LENNPRU-U1			
INSURED Lennard Properties, LLC & PA 46 Aviation, LLC 9204 Linwood Ave Ste 103	LOAN NUMBER		POLICY NUMBER KTK6303F644619IND19
Shreveport, LA 71106	EFFECTIVE DATE 12/3/2020	EXPIRATION DATE 12/3/2021	CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR	EVIDENCE DATED:	
Loc # 2, Bldg # 1, Block 7 Lot 2-1001 Airport Rd, Destin, FL 32541, Hangar -	KDTS		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUC	ANY CONTRACT OR RTAIN, THE INSURANCE	OTHER DOCUMENT AFFORDED BY THE I	WITH RESPECT TO WHICH THIS POLICIES DESCRIBED HEREIN IS
COVERAGE INFORMATION PERILS INSURED BASIC	BROAD		
COVERAGE / PERILS / FORMS		AM(	DUNT OF INSURANCE DEDUCTIBLE
Loc # 2, Bldg # 1 Special (Including theft) Wind/Hail Excluded Flood, Broad			\$280,000 1,000 \$0 \$5,000 1,000

**REMARKS (Including Special Conditions)** 

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.

ADDITIONAL INTEREST	
NAME AND ADDRESS	ADDITIONAL INSURED LENDER'S LOSS PAYABLE X LOSS PAYEE
Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration	LOAN #
1701 State Road 85 N Eglin A F B, FL 32542-1498	AUTHORIZED REPRESENTATIVE
ACORD 27 (2016/03)	© 1993-2015 ACORD CORPORATION. All rights reserved.

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# EXHIBIT B

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

# Date: 7/29/2013

Contract/Lease Control #: L06-0258-AP

Bid #: N/A Contract/Lease Type: REVENUE

Award To/Lessee: HGR B7L2 INVESTMENTS

Lessor: OKALOOSA COUNTY

Effective Date: 10/4/2005 \$38,400.00

Term: EXPIRES 5/17/2033

Description of Contract/Lease: DAP LEASE LOT 2/BLOCK 7

Department Manager: AIRPORT

Department Monitor: S. Harman

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:



#### EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 11/19/2019

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

ISSUING INSURER(S), AUT							
AGENCY	PHONE (A/C, No, Ext): (318) 424-9160		COMPANY				
Moreman, Moore & Company				emnity Compa	пу		
820 Jordan Street, Suite 400	, mc		One Tower Sq				
Shreveport, LA 71101			Hartford, CT 0	6183			
FAX [A/C, No]:(318) 424-6302 E-A	MAIL DRESS:						
CODE:	SUB CODE:						
AGENCY CUSTOMER ID #: LENNPRO-01							
	ties, LLC & PA 46 Aviation, LLC		LOAN NUMBER			POLICY NUMBER	
INSURED Lennard Propert 9204 Linwood Av	ve Ste 103		COAR ROADER			KTK6303F64461	
Shreveport, LA 7						KIK0303F04401	31ND 13
omereport, Erri			EFFECTIVE	DATE E	XPIRATION DAT	E	
			12/3/20	19	12/3/2020		D UNTIL ED IF CHECKED
				PRIOR EVIDENCE [	ATED.		
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			]			•	
PROPERTY INFORMATION						··· · · · · · · · · · · · · · · · · ·	
LOCATION/DESCRIPTION	-1001 Airport Rd, Destin, FL 325	44 Hanser KD	re				
LUC # 2, Blug # 1, Block / LUL 2	- Too T Allport Ru, Destin, FE 323	41, nangar - KD	13				
THE POLICIES OF INSURA	NCE LISTED BELOW HAVE B	REEN ISSUED T	O THE INSUR	ED NAMED A	BOVE FOR	THE POLICY PERIO	
	REQUIREMENT, TERM OR CO						
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COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL			
	COVERAGE / PERILS	· · · · · · · · · · · · · · · · · · ·		TOLEOIAL	ΔΜ	OUNT OF INSURANCE	DEDUCTIBLE
Loc # 2, Bidg # 1	<u>_</u>						
Special (Including theft)						\$280,000	1,000
Wind/Hail Excluded						\$0	
Flood, Broad						\$5,000	1,000
REMARKS (Including Spec	ial Conditions)						
[							

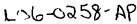
#### CONTRACT#: L06-0258-AP PA46 AVIATION, LLC DAP BLOCK 7 LOT 2 EXPIRES: 05/17/2033

#### 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.

NAME AND ADDRESS	ADDITIONAL INSURED LENDER'S LOSS PAYABLE X LOSS PAYEE MORTGAGEE
Okaloosa County Contracts & Lease Coordinator	LOAN #
5479 A Old Bethel Road Crestview, FL 32536	AUTHORIZED REPRESENTATIVE

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## PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 106-0258-14 Aracking Number: 3190-19
Procurement/Contractor/Lessee Name: 110R B762 Throstments Grant Funded: YES_NOX
Purpose: 1701 : amendment
Date/Term: <u>.5-17-33</u> 1. GREATER THAN \$100,000
Amount: 184474.00 unnually plus tox. GREATER THAN \$50,000
Department: <u>AINPANIS</u> 3. 3. 550,000 OR LESS
Dept. Monitor Name: Stage
Purchasing Review
Procurement or Contract/Lease requirements are met:
Que 11-26-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella
2CFR Compliance Review (if required)
Approved as written: M Kichil \$
Date: Grants Coordinator Danielle Garcia
Risk Management Review
Approved as written:
Date: 12-1-18
Risk Manager or designee Laura Porter or Krystal King
County Attorney Review
Approved as written: Sel emcent author [2-1-10
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee
Following Okaloosa County approval:
Clerk Finance
Document has been received:
Date:
Finance Manager or designee

#### **DeRita Mason**

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Saturday, December 01, 2018 4:14 PM
То:	DeRita Mason
Cc:	Lynn Hoshihara; Dave Miner
Subject:	RE: AOL HGRB7L2 Investments to PA46 Aviation for Coordination

This is approved for legal and risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Monday, November 26, 2018 4:48 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: AOL HGRB7L2 Investments to PA46 Aviation for Coordination

Please review the attached.

Thank you,

DeRita

From: Dave Miner Sent: Monday, November 26, 2018 3:22 PM To: DeRita Mason <dmason@myokaloosa.com> Cc: Allyson Oury <aoury@myokaloosa.com> Subject: AOL HGRB7L2 Investments to PA46 Aviation for Coordination

DeRita:

This item was previously coordinated (2932-18) but Section 13 wording was changed also Section 5a. Please send out for re-coordination. Thank you.

Dave

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

#### **Dave Miner**

From:Thomas MartinSent:Tuesday, November 20, 2018 9:06 AMTo:Dave MinerCc:Allyson OurySubject:Re: Certificates of Insurance for AOL to PA 46 Aviation for Compliance

That will work. You have Risk Management's approval. Thanks!

Sent from my iPhone

On Nov 20, 2018, at 9:03 AM, Dave Miner <<u>dminer@myokaloosa.com</u>> wrote:

Tom:

I checked with their insurance company and the policies have not been renewed yet. They will send new certificates once they are renewed.

Dave David E. Miner Properties and Leases

Okaloosa County Airports (850) 651-7160 Ext. 4

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."

From: Thomas Martin

Sent: Monday, November 19, 2018 10:14 AM To: Dave Miner <<u>dminer@myokaloosa.com</u>> Cc: Allyson Oury <<u>aoury@myokaloosa.com</u>> Subject: RE: Certificates of Insurance for AOL to PA 46 Aviation for Compliance Good Morning, Dave! Per our broker, the only issue is the date of the certificate (it was issued six months ago). Would it be possible to ask for a current certificate? Thanks!

Tom

Thomas L. (Tom) Martin, Jr., CSP Interim Risk Manager/Safety Coordinator Okaloosa County Board of County Commissioners Risk Management Department 5479-B Old Bethel Road Crestview, Florida 32536 Office: (850) 689-4111 Work Cell: (850) 612-7830 tmartin@myokaloosa.com

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

ACORD		DEDTV INCH		Г	DATE (MM/DD/YYY
	EVIDENCE OF PRO				06/08/2018
Additional interest named i Coverage Afforded by the F	INSURANCE IS ISSUED AS A MA BELOW, THIS EVIDENCE DOES NO POLICIES BELOW. THIS EVIDENCE ID REPRESENTATIVE OR PRODUCE	OT AFFIRMATIVELY OF E OF INSURANCE DOES	R NEGATIVELY A	MEND. EXTENI	O OR ALTER T
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820 Jordan Street, Sulte 400 Shreveport, LA 71101		One Tower Square Hartford, CT 06183			
Byram H. Carpenter III		hardord, or veros			
AX, No)-318-424-6302 ADDRESS					
CODEL XV205	SUB CODE:				
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1,120(14)	, ,	LUAN NUMBER		POLICY NUMBER	
PA 46 Aviation, LLC		AFFECTIVE DATE	EXPIRATION DAT		TINUED UNTIL
9204 Linwood Ave Ste	103	05/25/18	12/03/18		ANATED IF CHECKE
Shreveport, LA 71106		THIS REPLACES PRIOR EVI	DENCE DATED:		
PROPERTY INFORMATION		. <b>I</b>	· · · · · · · · · · · · · · · · · · ·		
LOCATION/DESCRIPTION Block 7 Lot 2-1001 Airport Rd		KOTS Death En-	million Alman-ut		
Destin, FL 32641		KDTS - Destin Exec	anna vitboit		
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Shreveport, LA 71101 Byram H. Carpenter III		Hartford, CT 06183			
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#### CONTRACT#: L06-0258-AP PA45 AVIATION, LLC DAP BLOCK 7/LOT 2 EXPIRES: 05/17/2033

#### CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L06-0258-AP HGRB7L2 INVESTMENTS, LLC HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Consent to Assignment of Lease and Second Amendment, made and entered into this <u>15th</u> day of <u>January</u>, <u>2019</u>, hereby approves of the assignment between HGRB7L2 Investments, LLC ("Lessee") and PA46 Aviation, LLC ("Assignee"), and amends Lease L06-0258-AP ("Lease Agreement"), dated July 22, 2013, by HGRB7L2 Investments, LLC ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L06-0258-AP for Hangar Space Renewal with HGRB7L2 Investments, LLC on July 22, 2013, at the Destin Executive Airport with a current expiration date of May 17, 2033; and

WHEREAS, Lessee desires an Assignment of Lease from HGRB7L2 Investments, LLC to PA46 Aviation, LLC; and

WHEREAS, in accordance with Section 13 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

WHEREAS, on October 18, 2016 the Board approved the new hangar appraisals for the Destin Executive and Bob Sikes Airports with a new ground lease rate; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific revisions in grant funded contracts. These provisions are being incorporated per this amendment as listed in Exhibit "A"; and

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

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

#### I. CONSENT TO ASSIGNMENT

1. In accordance with Section 13 of L06-0258-AP, the County hereby consents to this assignment of the Lessee interest of HGRB7L2 Investments, LLC to PA46 Aviation, LLC.

Assignee by execution of this Consent to Assignment of Lease and Amendment, and in consideration of consent by the County of the same, if bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities,

Page 1 of 11 L06-0258-AP duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

#### II. AMENDMENT TO THE LEASE AGREEMENT

L06-0258-AP is hereby amended as follows:

1. Section 2 titled "Aircraft Ownership", is hereby replaced in its entirety with the following provision:

Airplane Ownership:

Lessee shall provide written confirmation to the County of proof of ownership of individually-owned/corporate owned airplane to be stored pursuant to this Lease. In the event Lessee's airplane is sold, damaged, etc., Lessee shall have one year to replace said airplane; otherwise this Lease shall be voided at the County's discretion.

2. Section 5a titled "Ground Lease", is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes THREE THOUSAND ONE HUNDRED SIXTEEN (3,116) square feet at (<u>\$1.61910</u>) per square foot per year for a total annual cost of (<u>\$5,045.12</u>) plus state sales tax and County non-ad valorem taxes.

3. Section 6 titled "Escalation Clause", is deleted and replaced as follows:

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

4. Section 13 titled "Assignment and Sublease", is deleted and replaced as follows:

All subsequent transfer and assignments of any interest, including mortgages thereon, require written approval by County and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, the ground lease rent fee will

> Page 2 of 11 L06-0258-AP

transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Seven. Lessee shall have thirty (30) days 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. Upon expiration of the lease 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.

5. Section 17c under Section 17 titled 'Insurance", 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 to provide thirty (30) days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. 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, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

6. Section 18 titled "Notices", is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: PA46 Aviation, LLC, Richard Lennard, 9204 Linwood Avenue, Suite 103, Shreveport, LA 71106.

7. Lessee agrees to comply with all federal regulations, including, but not limited to, those set forth in Exhibit "A" attached hereto and incorporated herein.

8. 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 as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

ashe K. Wind M

Charles K. Windes, Jr. Graham W. Fountain Chairman, Board of County Commissioners Date: 11519



ATEST:

J.D. Peacock II Clerk of Circuit Court



LESSEE

HGRB7L2 Investments, LLC

HGRB7L2/Investments, LLC Jeremy Hadley Date: /2/12/18

ATTEST:

Egabet 7. Fleckent\_ Witness Mr. M. L. Brun

#### **ACKNOWLEDGMENTS**

STATE OF LOWSIAND COUNTY OF Parish

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEREMY HADLEY 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 12th day of December , 2018, AD.

Deanna M. Kill 5110 NOTARY

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



Page 5 of 11 L06-0258-AP

ASSIGNEE

PA46 Aviation, LLC Richard Lennard 8 12 Date:

ATTEST:

Mary Brown Witness Bacy Marken

#### **ACKNOWLEDGMENTS**

STATE OF LOUISLAND COUNTY OF \_ Parish

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RICHARD LENNARD 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 12th day of Decembee , 2018, AD.

)eanna 10  $\mathbb{N}$ NOTARY

My Commission Expires: \_\_\_(

Page 6 of 11 L06-0258-AP



#### Exhibit "A"

#### GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

(a) The period during which the property is used by Okaloosa County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Okaloosa County or any transferee retains ownership or possession of the property.

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

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

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

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

#### Page 7 of 11 L06-0258-AP

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

#### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of

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Page 9 of 11
L06-0258-AP
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- a. All new employees.
  - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
  - i. Enrollment in the E-Verify program; or
  - Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

#### Page 10 of 11 L06-0258-AP

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <u>http://www.dhs.gov/E-Verify</u>.

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

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

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

- Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
  - (3) Includes work performed in the United States.

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	06-27-2017
Contract/Lease Control #	: <u>L06-0258-AP</u>
Bid #:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	HGBR7L2 INVESTMENTS, LLC
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	10/04/2005
Expiration Date:	05/17/2033
Description of Contract/Lease:	DAP BLOCK 7/LOT 2
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

.

Tracking Number: <u>2309</u> -17
Grant Funded: YESNO
GREATER THAN \$50,000
GREATER THAN \$25,000
\$25,000 OR LESS
or exhibits.
Date: 3/8/2017
well, DeRita Mason, Matthew Young
Date: 3-9-17
2017
Data
Date: a, Kerry Parsons or Designee
val:
Date:

#### **Charles Powell**

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Tuesday, March 07, 2017 12:48 PM
То:	Dave Miner; Charles Powell
Cc:	Krystal King; David Williams; Lynn Hoshihara
Subject:	RE: Amendment One to HGRB7L2

This is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us] Sent: Tuesday, March 07, 2017 12:29 PM To: Parsons, Kerry; Charles Powell Cc: Krystal King; David Williams; Lynn Hoshihara Subject: RE: Amendment One to HGRB7L2

Ms. Parsons:

Changes accepted.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com] Sent: Tuesday, March 07, 2017 10:16 AM To: Dave Miner <<u>dminer@co.okaloosa.fl.us</u>>; Charles Powell <<u>cpowell@co.okaloosa.fl.us</u>> Cc: Krystal King <<u>kking@co.okaloosa.fl.us</u>>; David Williams <<u>dawilliams@co.okaloosa.fl.us</u>>; Lynn Hoshihara <<u>lhoshihara@co.okaloosa.fl.us</u>> Subject: RE: Amendment One to HGRB7L2

You need to remove the word "renewal" from the line before the signature blocks.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us] Sent: Monday, March 06, 2017 4:41 PM To: Charles Powell

1

**Cc:** Parsons, Kerry; Krystal King; David Williams **Subject:** Amendment One to HGRB7L2

Charles:

Please send Amendment One to HGRB7L2 out for coordination. You will receive the original in distro. Thank you.

Dave

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

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### **Dave Miner**

From: Sent: To: Subject: Krystal King Wednesday, May 31, 2017 10:09 AM Dave Miner RE: Certificate of Insurance

COI meets the contract requirements.

*Krystal King* Okaloosa County Risk Management (850)689-5977 Fax (850)689-5973

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

From: Dave Miner Sent: Thursday, May 25, 2017 3:32 PM To: Krystal King <kking@co.okaloosa.fl.us> Subject: FW: Certificate of Insurance

and a second second

Krystal:

Can I get an update on this? Thank you.

Dave

From: Dave Miner Sent: Wednesday, March 22, 2017 2:30 PM To: Krystal King <<u>kking@co.okaloosa.fl.us</u>> Subject: Certificate of Insurance

Krystal:

Please review the attached certificate of insurance for this amendment and let us know if the COI complies with requirements.

1

and the second second

Thank you.

Dave

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

#### **Dave Miner**

From: Sent: To: Subject: Attachments: Dave Miner Wednesday, March 22, 2017 2:30 PM Krystal King Certificate of Insurance Amendment to HGRB7L2 COI.pdf

Krystal:

Please review the attached certificate of insurance for this amendment and let us know if the COI complies with requirements.

Thank you.

Dave

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

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2017

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT	IVELY	OR NEGATIVELY AMEND,	EXTE	ND OR ALTE	ER THE COV	/ERAGE AFFORD	ed by the	DER. THIS
BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	URANO	CE DOES NOT CONSTITUT E CERTIFICATE HOLDER.	re a c	CONTRACT I	BETWEEN T	HE ISSUING INSU	RER(S), Al	JTHORIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to the f	terms and conditions of the	policy	, certain poli	cies may req	NAL INSURED pro- ulre an endorseme	visions or i ent. A state	be endorsed. ment on
PRODUCER			CONTA NAME:		ple, CIC, C	RM	· · · · ·	
Arthur J. Gallagher Risk Management \$ 470 Ashley Ridge Blvd	Service	es, Inc.		<sub>, Ext)</sub> . 318-79	8-5550	FA) (A/C	(	98-5507
Shreveport LA 71106			ADDRE			DING COVERAGE		NAIC #
			INSURE	RA:Traveler				25658
INSURED	DIREP	'RO-03	INSURE	RB:				
Directional Properties, LLC HGRB7L2 Investments, LLC			INSURE	R C :		. <u></u>		
Maraja, LLC			INSURE	···	· · · · · · ·			
5320 Kennon Lane Bossier City LA 71112			INSURE					
COVERAGES CER	TIFICA	TE NUMBER: 162085888				REVISION NUMBE		<u> </u>
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF INS QUIRE PERTAI POLICIE	SURANCE LISTED BELOW HAY MENT, TERM OR CONDITION IN, THE INSURANCE AFFORDI ES, LIMITS SHOWN MAY HAVE	of An' Ed By	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER [ S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RI	ESPECT TO	WHICH THIS
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EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	59
DED RETENTION \$		···· }			<u>-</u>		) <b>\$</b>	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		1	i				DTH-	
OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPI	S S	·
If yes, describe under DESCRIPTION OF OPERATIONS below					ľ	E.L. DISEASE - POLICY		
A Property		630 2574N67A		2/17/2017	2/17/2018	······································		·····
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (ACC	ORD 101 Additional Remarks Schedu	la mayb	e attached if mor		od)		
Certificate holder is included as Addition	onal In	sured on the General Liab	ility po		e space is requir	euj		
endorsement# CG2011, edition 01-96	As ree	quired per written contract.		<b>2</b> 1 [2]				
Certificate holder is included as Addition	onai In:	sured, as their interest ma	y appe	ar on the Pi	operty			
CERTIFICATE HOLDER			CANC	ELLATION				
Okaloosa County David Miner 5749 A Old Bethel Road			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES REOF, NOTICE WI Y PROVISIONS.	BE CANCELI	LED BEFORE LIVERED IN
Crestview FL 32536 USA			AUTHOR		NTATIVE	······································		
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				© 19	38-2015 ACC	ORD CORPORATI	ON, All rig	hts reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: DIR	EPRO-03
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	AGEN	LOC #:	<u></u>
ACORD <sup>®</sup> ADDITION	NAL REMA	RKS SCHEDULE	Page <u>1</u> of <u>1</u>
AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED	
POLICY NUMBER		Directional Properties, LLC HGRB7L2 Investments, LLC Maraja, LLC 5320 Kennon Lane Bossier City LA 71112	
CARRIER	NAIC CODE	Bossier City LA 71112	
		EFFECTIVE DATE:	· · · · · · · · · · · · · · · · · · ·
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO			
FORM NUMBER: 25 FORM TITLE: CERTIFICA			······································
policy, as per endorsement #DX T3 71, edition 11-12;			
Premises: 1001 Airport Rd. Block 7, Lot 2 Destin, FL 3	32541 / \$280,000	) TIV	
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2 Tower Center Blvd 20th Floor East Brunswick, NJ 08816

# Aircraft Certificate of Insurance Certificate Holder: Okaloosa County 5749 A Old Bethel Road 5749 A Old Bethel Road Crestview, FL 32536 Crestview, FL 32536 Named Insured: Maraja, LLC & HGRB7L2 5320 Kennon Lane Bossier City, LA 71112 Policy Period From: May 22, 2017 To: May 22, 2018

Policy Number: IA3311195-01

1

June 9, 2017

Issuing Company:

Great American Insurance 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 herein. Notwithstanding any requirement or may pertain, the Insurance 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).

				Insured	Deductible		
Registration	Year	Make	Model	Value	In Motion	Not In Motion	Liability Limit
N516NC	2008	Cessna	C208	\$ 1,800,000	Nil	Nil	\$ 2,000,000

The Certificate Holder is included as an Additional Insured, but only as respects operations of the Named Insured

Territory: Worldwide

The Company will provide the Certificate Holder with 30 days (10 days for non-payment of premium) advance notice of cancellation or material change.

**Certificate Number:** 

Date:

ada

(Authorized Representative)

AV 11.00 (Ed. 04.14)

#### Contract # L06-0258-AP HGBR7L2 INVESTMETNS, LLC DAP BLOCK 7/LOT 2 EXPIRES: 05/17/2033

#### AMENDMENT OF LEASE L06-0258-AP HGRB7L2 INVESTMENTS, LLC. HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this <u>21st</u> day of <u>June</u>, 2017, hereby approves this Amendment for lease L06-0258-AP ("the Lease Agreement"), between HGRB7L2 Investments, LLC, ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, on July 22, 2013, Lessee entered into an Hangar Space Renewal Agreement, L06-0258-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of May 17, 2033; and

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

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

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

#### AMENDMENT

1. Section 10 titled "Care of Leased Premises" of L06-0258-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.

2. Section 12 titled "Taxes" of L06-0258-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

> Page 1 of 4 L06-0258-AP

time to time by 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.

3. Section 17c titled "Insurance" of L06-0258-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.

4. Section 26 "Place of Payments" of L06-0258-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.

5. 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 amendment as of the day and year first written.

RK

OKALOOSA COUNTY, FLORIDA Y COMM 5 SEAL Carolyn N. Ketchel Chairman COSA 12 Date:

ATTEST:

6/211 DATE:

LESSEE

HGRB7L2/Investments, LLC

HGRB7L2 Anvestments, LLC Jeremy Hadley Date: <u>5/30/17</u>

ATTEST: H11 ness Witnes PIE

#### ACKNOWLEDGMENTS

Parish

STATE OF 151212 COUNTY OF

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEREMY HADLEY 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 30th day of May , 2017, AD. NOTARY ite with My Commission Expires: RICHARD R. RAY, NOTARY PUBLIC

RICHARD R. RAY, NOTARY PUBLIC ATTORNEY AT LAW, LOUISIANA MY COMMISSION IS FOR LIFE La, Bar Roll: 26708 Notary ID: 61231

Page 4 of 4 L06-0258-AP

#8

**STATEMENT OF ISSUE:** The Airports Department requests approval by the Board of County Commissioners for Amendment One of the HGRB7L2 Investments, LLC Hangar Lease Agreement, Block 7 Lot 2, at the Destin Executive Airport (L06-0258-AP).

**BACKGROUND:** On July 22, 2013, HGRB7L2 Investments, LLC entered into a Lease Agreement for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved new language for the storage of items in lessee's hangars. HGRB7L2 Investments, LLC requests this new Care of Leased Premises language be added to this Lease. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. The HGRB7L2 Investment, LLC certificate of insurance is 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 Amendment One to the HGRB7L2 Investments, LLC Hangar Lease Agreement at the Destin Executive Airport as described above.

ort Director Tracy Sta

**RECOMMENDED BY:** 

6/13/2017

6/13/2017

Hofstad, *County* Administrator

**APPROVED BY:** 

John Hofstad, County Administrator

RECEIVED APR 0 4 2013
Z
4-2-13
CONTRACT & LEASE INTERNAL COORDINATION SHEET
Contract/Lease Number: <u>206-0258-AP</u> Tracking Number: <u>578-</u> /3
Contractor/Lessee Name: HERBILZ Investments, LLC EXP: 5-17-13
Purpose: Renewal of Lease
Date/Term: $5 - 12 - 2033$ Amount: $4,500,00$ ~ year plus for $10,000$ OR LESS
Department : <u>Airports</u> Dept. Monitor Name: <u>David miner</u>
Purchasing Review
Decouponent poquinemente que met
Procurement requirements are met: Date: <u>4/3/13</u> Contracts/Lease Coordinator
Risk Management Review
Approved as written: <u>Management Director</u> <u>Risk Management Director</u>
County Attorney Review
Approved as written: County Attorney Date: <u>41213</u>
Following Okaloosa County Board of County Commissioners approval:
Contract & Grant Review
Document has been appropriately reviewed and is executable:

Date:

Contracts & Grants Manager

REVISED BY BCC 3-21-00

ACORD CERTI	FI	CA		BILI.	ry ins	URAN		DATE	OP ID: RR (MM/DD/YYYY) /17/2013
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	VEL	r or Nce	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	ID OR ALTE	R THE CO	VERAGE AFFORDED	BY THI	E POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endors	, cert	ain p	olicies may require an e						
PRODUCER Risk & Benefit Solutions P O Box 52747			Phone: 903 693 7109 Fax:	PHONE (A/C. No	Ext): 903-69	Weatherfo 3-7109	FAX (A/C, No	:	
Shreveport, LA 71135 ERIC B COPPLE			-	ADDRE	38: aweather	•			NAIC #
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5320 Kennon Lane	.LU			INSURE	R C :				
Bossier City, LA 71112				INSURE					+
				INSURE					
COVERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE									
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If yes, describe under DESCRIPTION OF OPERATIONS below		<u> </u>					E.L. DISEASE - POLICY LIM	г (\$	
A Commercial Applica			KTJ-630-2574N67A		02/17/2013	02/17/2014			<b>8 4</b> 10 10 10 10
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	i Atlach	ACORD 101, Additional Remarks	Schedule	, if more space is	s required)	L		
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The ACORD name and logo are registered marks of ACORD

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OP ID: RR

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AGENCY Risk & Benefit Solutions P O Box 52747 Shreveport, LA 71135 ERIC B COPPLE	11	COMPANY Fravelers Property of America	/ Casualty Co		
FAX E-MAIL (A/C, No): ADDRESS:					
CODE: SUB CO	DE:				
AGENCY CUSTOMER ID #: DIREC-3				POLICY NUMBER	
Directional Properties, LLC HGRB7L2 Investments, LLC		LOAN NUMBER		KTJ-630-2574N	67A
5320 Kennon Lane Bossier City, LA 71112		EFFECTIVE DATE 02/17/13	EXPIRATION DATE 02/17/14	CONTINU	ED UNTIL. TED IF CHECKED
		THIS REPLACES PRIOR EV	IDENCE DATED:		
PROPERTY INFORMATION					
LOCATION/DESCRIPTION 1001 Alrport Rd, Block 7, Iot2 Destin, FL 32541					
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XL Group Insurance Reinsurance	One World Financial Center 200 Liberty Street, 3 <sup>rd</sup> Floor New York, New York 10281 P: 212-915-7000 F: 212-945-0829
	CERTIFICATE OF INSURANCE
This Is To Certify To:	Okaloosa County C/O Jack Allen 602C North Pearl Street Crestview, FL 32536
That The Following Policy(ies) Of Insurance Have Been Issued To:	Maraja, LLC 5320 Kennon Lane Bossier City, LA 71112
Policy Number:	UA00008504AV13A
Policy Period:	From: May 22, 2013 To: May 22, 2014
Insurance Company:	XL Specialty Insurance Company
Liability Coverages	Limits of Liability Each Passenger Each Occurrence
Combined Single Limit Bodily Injury Property Damage Including Passen	
Physical Damage Coverage: All Ris	sks. Ground and In-Elight:

Physical Damage Coverage: All Risks, Ground and In-Flight:

Registration	Make		Insured	Dedu	ctibles
Number	& Model	Year	Value	In Motion	Not In Motion
N516NC	Cessna 208 Caravan	2008	\$1,800,000	As Per Policy	As Per Policy

Other Coverages/Conditions/Remarks:

The certificate holder is included as Additional Insured under liability coverages, but only with respect to operations of the Named Insured. In the event of cancellation, non-renewal or material changes of the policy(ies), the Company will provide the certificate holder 30 days notice prior of such cancellation and or material change.

 Certificate No.
 3

 Date of Issue
 May 22, 2013

06-24-13 A08:19

Authorized Representative

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 all terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

Certificate of Insurance ©, 2011, XL America, Inc.

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#### LEASE FOR HANGAR SPACE RENEWAL

#### BETWEEN

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

#### AND

#### HGRB7L2 INVESTMENTS, LLC

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 22<sup>rd</sup> day of \_\_\_\_\_\_, 2013, 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 HGRB7L2 INVESTMENTS, LLC, (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 7 Lot 2 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) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

#### SECTION 1: TERM

This LEASE renewal shall be for a term of TWENTY (20) years and shall take effect on May 18, 2013 and end on May 17, 2033.

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

LEASE # L06-0258-AP HGRB7L2 INVESTMENTS, LLC. DAP HANGAR LEASE BLOCK 7 / LOT 2 EXPIRES: 05/17/2033 Instr # 2871119 BK: 3108 PG:1798,Page 1 of 10 Recorded 07/25/2013 at 10:01 AM, RECORDING: \$46.50 RECORDING ARTICLE V: \$40.0

DEPUTY CLERK KSCHOOLCRAFT DON W. HOWARD.CLERK OF COURTS. OKALOOSA COUNT

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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: BUILDING, ALTERATIONS, AND PERMITS

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

### SECTION 5: RENTALS

a. <u>GROUND LEASE</u>:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted annually in accordance with Section 6. 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 THREE THOUSAND ONE HUNDRED SIXTEEN (3,116) square feet at <u>ONE DOLLAR FIFTY CENTS</u> (\$1.50) cents per square foot per year for a total annual cost of <u>FOUR THOUSAND SIX HUNDRED SEVENTY</u> FOUR DOLLARS (\$4,674.00) plus tax.

## b. LATE CHARGES:

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

### SECTION 6: ESCALATION CLAUSE:

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

#### SECTION 7: UTILITIES

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

#### SECTION 8: RIGHTS OF LESSOR

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

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

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

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

#### SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be

promulgated by COUNTY. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned airport facilities.

#### SECTION 10: CARE OF LEASED PREMISES

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

#### SECTION 11: MAINTENANCE IN LEASED PREMISES

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

### SECTION 12: TAXES

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

### SECTION 13: ASSIGNMENT AND SUBLEASE

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

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

#### SECTION 14: INSPECTION ON ASSIGNMENT

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

#### SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

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

#### SECTION 16: RIGHTS OF ENTRY RESERVED

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

#### **SECTION 17: INSURANCE**

### a. <u>LIABILITY</u>:

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 <u>ONE MILLION (\$1,000,000.00</u>) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability and public liability insurance requirements as circumstances may warrant.

#### b. PROPERTY:

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

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

LESSOR shall be listed as a joint loss payee with LESSEE on all property insurance policies unless LESSEE is required, under the terms of any mortgage or other security agreement, to name the lender therein as primary loss payee under such coverage. In the event the LESSOR, shall be named as second loss payee and other loss payee be subsequent to that.

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

#### SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: HGRB7L2 Investments, LLC, Jeremy Hadley, 1948 Honeytree Trace, Haughton, LA 71037.

### SECTION 19: HOLD HARMLESS

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

### SECTION 20: BINDING NATURE OF LEASE

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

### SECTION 21: PROHIBITED ACTIVITY

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

### SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

### SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

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

### SECTION 24: TERMINATION BY LESSOR

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

### SECTION 25: NON-DISCRIMINATION

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

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

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

### SECTION 26: PLACE OF PAYMENTS

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

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

## SECTION 27: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent

of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

#### SECTION 28: LEGAL DESCRIPTION

Block 7 Lot 2: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 14.03 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 158.67 feet to the Point of Beginning; Thence N.38°00'00"W. for a distance of 48.24 feet; Thence N.52°00'00"E. for a distance of 64.59 feet; Thence S.38°00'00"E. for a distance of 48.24 feet; Thence S.52°00'00"W. for a distance of 64.59 feet to the Point of Beginning. Parcel described contains 3,116 square feet or 0.071 acres.

### SECTION 29: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 29. 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.

(The reminder of this page intentionally left blank)

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

DON R. AMUNDS CHAIRMAN

ATTEST:

GARY USVANFORD DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA



HGRB71/2 INVESTMENTS, LLC

JEREMY HADLEY

melissa Rust

Carly Loftin

#### ACKNOWLEDGMENTS

STATE OF LOVISIONS COUNTY OF BUSSIER

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEREMY HADLEY 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 17<sup>th</sup>day of JMC, 2013, AD.

My Commission expires:

RICHARD R. RAY, NOTARY PUBLIC RICHARD R. RAY, NOTARY PUBLIC ATTORNEY AT LAW, LOUISIANA-MY COMMISSION IS FOR LIFE La. Bar Roll: 26708 Notary ID: 61231

#### ASSIGNMENT OF LEASE

4TH This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this OCTOBER 2005, by and between RICHARD D. AND KAREN CARR AND JERRY MUNDOCK, (hereinafter referred to as the "FIRST PARTY") and HGR B7L2 INVESTMENTS, LLC, (hereinafter referred to as the "SECOND PARTY").

#### WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar and lease with RICHARD D. AND KAREN CARR, effective August 18, 1998, consisting of THREE THOUSAND (3,000) square feet at the Ft. Walton Beach/Destin Airport, Assignment of Lease dated August 29, 1996, Assignment of Lease dated February 15, 1994, Assignment of Lease dated September 14, 1993, and original Lease dated May 11, 1993 with a current expiration date of May 17, 2013.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, Supplemental Agreements and Assignment of Leases, 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 7 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

#### SECTION 1: TERM

This lease shall expire on May 17, 2013.

L06-0258-AP8-97 LESSEE: HGR B7L2 INVESTMENTS DAP LOT 2/BLOCK 7 EXPIRES: 5/17/2013

# SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

### 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

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

## 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. <u>GROUND LEASE</u>:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes THREE THOUSAND (3,000) square feet

at <u>ONE DOLLAR AND SIXTY (\$1.60</u>) cents per square foot per year for a total annual cost of FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800) plus tax.

## b. <u>LEASE CREDITS:</u>

LESSEE shall be allowed 100 percent credit against this ground lease for the amount of invested capital for taxiway and apron improvements for general public use when agreed to by the COUNTY.

# c. <u>PAYMENT EFFECTIVE DATE:</u>

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

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

### 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. <u>LIABILITY</u>:

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 <u>ONE MILLION (\$1,000,000.00</u>) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

## b. PROPERTY:

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

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

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

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

### SECTION 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: HGR B7L2 Investments, LLC, 755 Grand Blvd., B105-214 Miramar Beach, FL 32550.

## 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.

## **OSECTION 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 32542-1413

### 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

Commence at the intersection of the North Right of Way Line of U.S. Hwy 98 and the East Line of Calhoun Subdivision; Thence N00°38'00"W 1342.05 Feet; Thence S76°43'30"E 3566.00 Feet; Thence N01°31'32"W 108.23 Feet; Thence N02°54'00"W 1143.00 Feet; Thence S82°34'00"E 5289.50 Feet; Thence S38°00'00"E 1701.52 Feet; Thence N52°00'00"E 250.00 Feet; Thence N38°00'00"W 6600.00 Feet; Thence S52°00'00"W 1049.43 Feet to an Existing Concrete Monument (R.L.S. #3420); Thence S38°00'00" E 727.50 Feet to an existing Concrete Monument (R.L.S. #1179); Thence continue S38°00'00"E 640.80 Feet; Thence N52°00'00"E 130.38 Feet to the Point of Beginning; Thence Continue N52°00'00"E 60.00 Feet along the Hangar; Thence S38°00'00"E 50.00 Feet along the Hangar; Thence S52°00'00" W 60.00 Feet along the Hangar; Thence N38°00'00" S0.00 Feet along the Hangar; Thence S52°00'00" S0.00 Feet a

# 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. <u>OPTION TERM</u>:

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. <u>RENT</u>:

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. <u>NOTICE</u>:

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.

RICHARD D. CARR

FIRST PARTY

Can Aux

KAREN CARR FIRST PARTY

JERRY MURDOCK FIRST PARTY

ATTESTS:

6 Chandler **WITNESS** 

Shule & Stringer, agent.

HGR B7L2 INVESTMENTS, LLC SECOND PARTY

ATTESTS:

WITNESS

This Assignment of Lease is adopted this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2005.

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

TOX in 1X

WILLIAM J. ROBERTS III CHAIRMAN



ATTEST:

STANFORD GA

DEPUTY CLERK OF CIRCUIT COU 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 RICHARD D. AND KAREN CARR AND JERRY MURDOCK who, under oath, deposes and says that they are authorized to execute contracts and lease agreements and that they executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, AD.



My Commission expires: 9 - 112007

Kuthyn Hufn\_\_\_\_

### STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared HGR B7L2 INVESTMENTS, LLC 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 <u>8</u> day of *august*, 2005, AD.



Mary Beth Williams NOTARY

My Commission expires: 9/3/05



Brookfield Place 200 Liberty Street, 25<sup>th</sup> Floor New York, New York 10281 P: 212-915-7000 F: 212-945-0829

	CERTIFICATE OF INSURANCE		
This Is To Certify To:	Okaloosa County C/O Jack Allen 602C North Pearl Street Crestview, FL 32536		
That The Following Policy(ies) Of Insurance Have Been Issued To:	Maraja, LLC 5320 Kennon Lane Bossier City, LA 71112		
Policy Number:	UA00008504AV14A		
Policy Period:	From: <u>May 22, 2014</u> To: <u>May 22, 2015</u>		
Insurance Company:	XL Specialty Insurance Company		
Llability Coverages	Limits of Liability Each Passenger Each Occurrence		
Combined Single Limit Bodily Injury Property Damage Including Passen			

Physical Damage Coverage: All Risks, Ground and In-Flight:

Registration	Make		Insured	Dedu	ctibles
Number	& Model	Year	Value	In Motion	Not In Motion
N516NC	Cessna 208 Caravan	2008	As Per Policy	As Per Policy	As Per Policy

Other Coverages/Conditions/Remarks:

The certificate holder is included as Additional Insured under Ilability coverages, but only with respect to operations of the Named Insured. In the event of cancellation, non-renewal or material changes of the policy(ies), the Company will provide the certificate holder 30 days notice prior of such cancellation and or material change.

Certificate No. Date of Issue

J	
May 21	2014

Authorized Representative

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertein, the insurance afforded by the policies described herein is subject all terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise aller the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

Certificate of Insurance ©, 2011, XL America, Inc.

