#### **EXHIBIT B**

#### CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/22/2008

Contract/Lease Control #: L08-0343-AP9-169

Bid #: N/A

**Contract/Lease Type: REVENUE** 

Award to/Lessee: TIFORP CORPORATION

**Lessor: OKALOOOSA COUNTY** 

**Effective Date: 9/12/2008** 

Amount: \$23,850.00

**Term/Expires: 9/30/2017** 

Description of Contract/Lease: DAP BLOCK 9/LOTS 3 & 4

Department Manager: AIRPORT

**Department Monitor: G. DONOVAN** 

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

**Date Closed:** 

#### REVISED USAIG Certificate of Insurance

This is to certify to: **Okaloosa County Board of County Commissioners** 

Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration whose address is:

1701 State Road 85 North Eglin AFB, Florida 32542

that: **TIFORP Corporation** 

whose address is: PO Box 1568

Fort Walton Beach, Florida 32549

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Block 9 / Lots 3 & 4, Destin Executive Airport.

**Descriptive Schedule of Coverages** 

Kind of Insurance	Policy Number	Policy Term		Limits o	f Insurance
AIRPORT LIABILITY	ALO 35270	December 1, 2020 - December 1, 2021	Eac	ch Occurrence	Annual Aggregate
General Aggregate Limit (other than Products	s/Completed Operat	ons)	\$	Not Applicable	\$ Not Applicable
Coverage A - Bodily Injur Products/Completed Fire Damage Limit	Operations		\$	Not Covered	\$ Not Covered
Any One Fire All other under this C	overage Part	0,000	\$	1,000,000	
Coverage B - Personal ar	nd Advertising Injury	₋iability	\$	1,000,000	\$ 1,000,000
Coverage C - Medical Pa Each Person Limit	yments \$	3,000 (Part of and not in addition	ı to Co	overage A)	
Coverage D - Ground Ha Each Aircraft Limit Hangarkeeper's Dedi Allowance for Overhe	\$ Not C uctible \$Not Ar	vered blicable	\$	Not Covered	
Property Damage Deduct	tible		\$	Nil	

<u>Please see the attached endorsement(s):</u> "Additional Insured Endorsement - Managers or Lessors of Premises" and "Cancellation Notice to Other than Named Insured"

Lease Agreement # L08-0343-AP

Ву

CONTRACT#: L08-0343-AP TIFORP CORPORATION DAP BLOCK 9/LOTS 3 &4 EXPIRES: 09/30/2037

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers
Address: 3535 Piedmont Road NE, Building 14, Suite 800, Atlanta, Georgia 30305

revised date: November 30, 2020 John T. Brogan, Presiden

# AIRPORT LIABILITY POLICY Additional Insured Endorsement - Managers or Lessors of Premises

This endorsement changes your policy. Please read it carefully.

Only with respect to coverages provided by this policy, and only to the extent required in the "Lease for Hangar Space Option" contract, dated September 12, 2008, between TIFORP Corporation and Okaloosa County Board of County Commissioners, a copy of which is on file with the Aviation Managers, the following shall apply:

#### **SCHEDULE**

Name of Person or Organization (Additional Insured)

**Okaloosa County Board of County Commissioners** 

Designation of Premises (Part Leased to You):

Block 9 / Lots 3 & 4, Destin Executive Airport

Lease Agreement # L08-0343-AP

1. Who is an Insured (**Section II**) is amended to include as an Insured the person or organization (called "Additional Insured") shown in the **Schedule** but only with respect to liability arising out of your operations on that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant on that premises, or which takes place after the lease expires.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
- 2. We will not cover **Okaloosa County Board of County Commissioners** for claims arising out of any "aircraft goods or products" that **Okaloosa County Board of County Commissioners** manufacture(s), sell(s), handle(s), distribute(s) or service(s).

"Aircraft goods or products" means an aircraft or goods or products, including services provided for an aircraft or its parts, which are part of an aircraft or furnished for an aircraft.

This endorsement does not change any of your coverage except as stated above. It is effective hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: TIFORP Corporation

「BD ALO 35270

December 1, 2020

12:01 A. M.

Policy No.

Date and hour endorsement takes effect

Approved: United States Aviation Underwriters, Inc., Aviation Managers

by A.J. Bo

ALP 20 11 08 17

Endorsement No.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# AIRPORT LIABILITY POLICY Cancellation Notice to Other than Named Insured

This endorsement changes your policy. Please read it carefully.

If we or the Aviation Managers make a material change or cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, or the material change becomes effective, to the following person(s) or organization(s):

Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 North Eglin AFB, Florida 32542

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.



This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: TIFORP Corporation

TBDALO 35270December 1, 202012:01 A. M.Endorsement No.Policy No.Date and hour endorsement takes effect

Approved: United States Aviation Underwriters, Inc., Aviation Managers

by Sh.J. Boo

ALP US 78 06 12

#### REVISED USAIG Certificate of Insurance

This is to certify to:

Whom It May Concern

whose address is:

that:

**TIFORP Corporation** 

whose address is:

PO Box 1568

Fort Walton Beach, Florida 32549

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Block 9 / Lots 3 & 4, Destin Executive Airport.

Descriptive Schedule of Coverages

Kind of Insurance	Policy Number	Policy Term	Limits of	of Insurance
AIRPORT LIABILITY	ALO 35270	December 1, 2020 - December 1, 2021	Each Occurrence	Annual Aggregate
General Aggregate Limit (other than Produc	t ts/Completed Operations)		\$ Not Applicable	\$ Not Applicable
Products/Completed Fire Damage Limit	•	iability	\$ Not Covered	\$ Not Covered
Any One Fire All other under this (	\$ 50,00 Coverage Part	0	\$ 1,000,000	
Coverage B - Personal a	and Advertising Injury Liabi	lity	\$ 1,000,000	\$ 1,000,000
Coverage C - Medical Pa Each Person Limit		0 (Part of and not in addition	ı to Coverage A)	
Each Aircraft Limit Hangarkeeper's Dec	angarkeeper's Property Da \$ Not Covere ductible \$Not Applica ead and Supervision N	d ble	\$ Not Covered	
Property Damage Deduc	otible		\$ Nil	

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers
Address: 3535 Piedmont Road NE, Building 14, Suite 800, Atlanta, Georgia 30305

John T. Brogan, President

revised date: November 30, 2020



## **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 11/20/2020

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

		ER, AND THE CERTIFICATE HOLI	DER.		SSUING INSUREH(S), A			
If t	his certificate is being prepar	red for a party who has an insurat	ole interest in the pro	perty, do not use	this form. Use ACORE	27 or A	CORD 28.	
PRODU			CONTACT NAME:			.,		
	rco Holdings Inc., dba N	orton Insurance of FL	PHONE (A/C, No. Ext): (8	PHONE (AC, No. Ext): (850)244-1574 FAX, No.: (850)243-9428				
	2 Beal Pkwy SW		ADDRESS: C	nristine@nortd	n-insurance.com			
⊢or	t Walton Beach, FL 325	548	PRODUCER OF	0000974				
				INSURER(S) AFFO	RDING COVERAGE		NAIC #	
INSURE			INSURER A : Sa	ifePoint Insura	ance			
LITC	orp Corporation		INSURER 8:				, ,	
- 46			INSURER C :	<del></del>				
	Harbor Blvd, Suite 103		INSURER D :		<u> </u>			
Des	stin, FL 32541		INSURER E :					
			INSURER F :			-		
	RAGES	CERTIFICATE NUMBER:			REVISION NUMBER:			
LOCATI		ROPERTY (Attach ACORD 101, Additional Re	marks Schedule, if more sp	sce is required)				
1-1	1001 Airport Road, A	Airplane Hangar	Block 9 Lots 3 &	k 4, Destin Ex	ecutive Airport		i	
	Destin	FL 32541			ŕ			
THIS	IS TO CERTIFY THAT THE POLI	CIES OF INSURANCE LISTED BELOW	HAVE BEEN ISSUED T	O THE INSURED N	IAMED ABOVE FOR THE P	OLICY P	ERIOD	
CER	CATED. NOTWITHSTANDING AN TIFICATE MAY BE ISSUED OR M	IY REQUIREMENT, TERM OR CONDIT AY PERTAIN, THE INSURANCE AFFOI SUCH POLICIES. LIMITS SHOWN MAY	ION OF ANY CONTRAC	OT OR OTHER DOC	CUMENT WITH RESPECT T	O MULICE	TUIC	
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY)		Ī	LIMITS	
A X	PROPERTY	SPCM0001451-03	05/19/2020	05/19/2021	X BUILDING	s393,	151	
C.	AUSES OF LOSS DEDUCTIBLES		Ì		PERSONAL PROPERTY	s		
X	BASIC BUILDING				BUSINESS INCOME	s		
	BROAD CONTENTS	1			EXTRA EXPENSE	\$		
	SPECIAL		}		RENTAL VALUE	s		
	EARTHQUAKE	1			, BLANKET BUILDING	s		
X	WIND 5%	1			BLANKET PERS PROP	\$		
	FLOOD	1			BLANKET BLDG & PP	<del></del>		
		1	Į			\$		
	!	1	į ,		<del></del>	\$		
	INLAND MARINE	TYPE OF POLICY		·	<del>-</del> • • • • • • • • • • • • • • • • • • •	\$		
C/	-J AUSES OF LOSS					\$	<del>-</del>	
	NAMED PERILS	POLICY NUMBER				\$		
			ĺ			\$		
	CRIME	<del>-</del>	·	<del></del>	-	\$		
Τ.	_ 'PE OF POLICY				<del>_</del> :	\$		
] ' '	redirector					\$		
_	BOILER & MACHINERY /		-			\$	· · · · · · · · · · · · · · · · · · ·	
	EQUIPMENT BREAKDOWN					\$		
	<del></del>				<del></del>	\$		
1				Ì	_	\$		
SPECIAL	CONDITIONS / OTHER COVERAGES //	Attach ACORD 101, Additional Remarks Sched	tula M mara angga in sagular			\$		
The (	Certificate Holder is nam	ed as Loss Payee. Lease a	agreement #L08-0	)343-AP				
CERTI	FICATE HOLDER		CANCELLATI	ON	-			
De 170	aloosa County Board of stin-Fort Walton Beach 31 State Road 85 North lin AFB, Florida 32542		THE EXPIRAT	ON DATE THEREO	ESCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVI Y PROVISIONS.		D BEFORE	
,			731	norton	_		CMS	
			· (	1995-2009 ACC	ORD CORPORATION.	All right	s reserved.	



## **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 11/20/2020

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	1(5), AUTHORIZ						
If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use A	CORD 27 or AC	ORD 28.					
PRODUCER CONTACT NAME:	<del></del>						
Norco Holdings Inc., dba Norton Insurance of FL PHONE 5-1, (850)244-1574	PHONE (AC, No. Ext): (850)244-1574 FAX (AC, No): (850)243-9428						
102 Bear Pkwy Svv   ADDRESS: christine@norton-insurance.co	I F-MAII						
Fort Walton Beach, FL 32548  PRODUCER CUSTOMER ID. 000000974							
INSURER(S) AFFORDING COVERAGE							
INSURED INSURER A : SafePoint Insurance							
Tiforp Corporation INSURER B:							
INSURER C							
543 Harbor Blvd, Suite 103		_					
Destin, FL 32541							
INSURER F:							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:	BER:						
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
1-1 1001 Airport Road, Airplane Hangar Block 9 Lots 3 & 4, Destin Executive Airport							
Destin FL 32541							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR	THE POLICY PER	RIOD					
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESP CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	DECT TO WHICH I	TUIC					
INSR LTPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE (MM/DD/YYYY) COVERED PROPER	RTY L	JMITS					
A X PROPERTY SPCM0001451-03 05/19/2020 05/19/2021 X BUILDING	\$393,1	51					
CAUSES OF LOSS DEDUCTIBLES PERSONAL PROI	<u> </u>						
X BASIC BUILDING BUSINESS INCO.	ME s						
BROAD TOUTON EXTRA EXPENSE	<b>s</b>						
SPECIAL RENTAL VALUE	s						
EARTHQUAKE BUILDI							
X WIND 5% BLANKET PERS F	<u> </u>						
FLOOD BLANKET BLDG &		<del></del> -					
	-						
	\$						
INLAND MARINE TYPE OF POLICY	\$						
CAUSES OF LOSS	\$						
NAMED PERILS POLICY NUMBER	\$						
	\$						
CRIME	<u> </u>						
	\$						
TYPE OF POLICY	\$						
BOILER & MACHINERY /	\$						
EQUIPMENT BREAKDOWN	\$						
	<u> </u>						
	\$						
SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)	\$						
The Certificate Holder is named as Loss Payee. Lease agreement #L08-0343-AP							
CERTIFICATE HOLDER CANCELLATION							
Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 North Eglin AFB, Florida 32542  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES THE EXPIRATION DATE THEREOF, NOTICE WILL BE ACCORDANCE WITH THE POLICY PROVISIONS.  Authorized Representative  Authorized Representative		BEFORE					
© 1995-2009 ACORD CORPORATI	ION All dabts						

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

<u>10-06-2017</u>

Contract/Lease Control #: <u>L08-0343-AP</u>

Procurement#:

NA

Contract/Lease Type:

<u>LEASE</u>

Award To/Lessee:

TIFORP CORPORATION

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

09/12/2008

Expiration Date:

09/30/2037

Description of

Contract/Lease:

DAP BLOCK 9/LOTS 3 & 4

Department:

<u>AP</u>

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

## PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

	Procurement/Contract/Lease Number: <u>208-0343-Al</u> Tracking Number: <u>2447-11</u>
	Procurement/Contractor/Lessee Name: TIFORP Computation Grant Funded: YESNO
	Purpose: Renewal and Amendment 2
	Date/Term: 9/30/2037 8625 00 1. GREATER THAN \$50,000  Amount: 6900. Per year No tox 2. GREATER THAN \$25,000
	Amount: -6900. Per year plus tox 2. GREATER THAN \$25,000
	Department: AP 3. \$25,000 OR LESS
	Dept. Monitor Name: STASR / Miner
	Purchasing Review
	Procurement requirements are met:
	Date: 8/17/17  Crea Kicala DePita Maren Matthew Young
STATE OF THE PARTY	Purchasing Director or designee Greg Kisela, DeRita Mason, Matthew Young
	2CFR Compliance Review (if required)
	Approved as written:  Date: 8/28/7
	Grants Coordinator Renee Biby
	Risk Management Review
İ	Approved as written:
	Kuptal Spate: 8-28-17
	Risk Manager or designee () Laura Porter or Krystal King
	County Attorney Review
	Approved as written:  See Approved Policy  Date: \$/20/17
İ	County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons of Designee
	Following Okaloosa County approval:
	Confracts & Grants
	Document has been received:
	Date:
	Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

#### **Matthew Young**

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Tuesday, August 22, 2017 1:09 PM

To:

Dave Miner; Matthew Young; DeRita Mason

Cc:

Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark; Lynn

Hoshihara

Subject:

RE: TIFORP Renewal and Amendment Two for Coordination

This renewal and amendment is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]

Sent: Tuesday, August 22, 2017 11:40 AM

To: Parsons, Kerry; Matthew Young; DeRita Mason

Cc: Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark; Lynn Hoshihara

Subject: RE: TIFORP Renewal and Amendment Two for Coordination

Ms. Parsons:

Revisions accepted. Thank you for catching 30 b. I added under Amendment number 1 Section 6 a. Thank you again.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Sunday, August 20, 2017 4:22 PM

To: Dave Miner < dminer@co.okaloosa.fl.us >; Matthew Young < myoung@co.okaloosa.fl.us >; DeRita Mason

<dmason@co.okaloosa.fl.us>

Cc: Lynn Hoshihara < <a href="mailto:lhoshihara@co.okaloosa.fl.us">! Laura Porter</a> Krystal King < <a href="mailto:kking@co.okaloosa.fl.us">kking@co.okaloosa.fl.us</a> ; Laura Porter

<lporter@co.okaloosa.fl.us>; Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>;

Lynn Hoshihara < <a href="mailto:lhoshihara@co.okaloosa.fl.us">lhoshihara@co.okaloosa.fl.us</a>

Subject: RE: TIFORP Renewal and Amendment Two for Coordination

Please see my attached revisions and comments.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]

Sent: Wednesday, August 16, 2017 5:44 PM

To: Matthew Young; DeRita Mason

Cc: Parsons, Kerry; Lynn Hoshihara; Krystal King; Laura Porter; Stephanie Herrick; Lianne Clark

Subject: TIFORP Renewal and Amendment Two for Coordination

Matthew / DeRita:

Please start the coordination for the attached TIFORP Renewal and Amendment. 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 email 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:

Krystal King

Sent:

Monday, July 24, 2017 10:59 AM

To:

Dave Miner

Subject:

RE: TIFORP 2016 Aviation General Liability Insurance Certificates

Thanks for providing this response. The COI's provided meet 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: Friday, July 07, 2017 1:24 PM

To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>

Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>; Lianne Clark <lclark@co.okaloosa.fl.us>

Subject: TIFORP 2016 Aviation General Liability Insurance Certificates

#### Krystal:

Please review the attached COI for TIFORP Corporation (L08-0343-AP) and let us know if the COI complies with requirements.

The below e-mail is from TIFORP's insurance company explaining the COI.

Also they do not have a plane in the hangar at this time.

Dave

**From:** Gratzer, Nancy P [mailto:Nancy.P.Gratzer@marsh.com]

**Sent:** Thursday, July 06, 2017 9:10 PM To: accounting@tiforpdevelopment.com

Cc: Campbell, Wil

Subject: RE: TIFORP 2016 Aviation General Liability Insurance Certificates

Hi Wendy – I agree that the certificate USAIG provides can be a bit confusing, but Okaloosa County has misread the certificate. Below is a screenshot of the Declarations page of the policy, which is also how it is shown on the certificate. I've added the red arrows to help clarify the coverage afforded:

Coverage	Limits of Each Occurrence	of Insurance Aggregate		
Commercial General Liability Coverage		កម្មភាពអ្នក		
General Aggregate Limit				
(other than Products/Completed Operations)	\$ Not Applicable	\$ Not Applical		
Coverage A - Bodily Injury and Property Damage Liability  O Products/Completed Operations  O Fire Damage Limit  Any One Fire   OAll other under this Coverage Part	→\$ Not Applicable  →\$ 1,000,000	\$ Not Applical		
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000	\$ 1,000,000		
Coverage C - Medical Payments Each Person Limit \$ 3,000 (Part of a	nd not in addition to Cove	rage A)		
Coverage D - Ground Hangarkeeper's Property Damage Liabil Each Aircraft Limit \$ Not Applicable Allowance for Overhead and Supervision Not Applicable	\$ Not Applicable			

Coverage A includes Bodily Injury and Property Damage unless otherwise excluded. Under Coverage A are three subparts (to which I've added bullets in red for easier identification): Products/Completed Operations, Fire Damage, and All other. The "Not Applicable" refers only to Products/Completed Operations under Coverage A, which is NOT afforded. As you know, Products/Completed Operations Liability Coverage is excluded under this policy. The general liability coverage provided by USAIG's policy is under the "All other under this Coverage Part" subpart which indicates a liability limit of \$1,000,000 under Coverage A.

So TIFORP does indeed have \$1,000,000 Commercial General Liability Coverage as required, and Okaloosa is included as additional insured per Endorsement 11 attached to the certificate. I'm attaching a copy of the policy, in case they would like to review it in its entirety, or you can have them call us direct if they require any additional explanation. We will request the correction in Okaloosa's mailing address per your e-mail below.

Regards,

Nancy P. Gratzer, CPCU, CAIP
Senior Vice President - Atlanta Aviation Practice Leader
Marsh USA Inc.
Two Alliance Center | 3560 Lenox Road, Suite 2400 | Atlanta, GA 30326

404 995 2480 | Fax 404 995 2481 | Cell 404 310 1600 E-mail: nancy.p.gratzer@marsh.com | www.marsh.com

#### **USAIG Certificate of Insurance**

This is to certify to:

Okaloosa County

whose address is:

5749 A Old Bethel Road

Crestview, Florida 32536

that:

**TIFORP** Corporation

whose address is:

543 Harbor Boulevard, Suite 301

Destin, Florida 32541

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Block 9 / Lots 3 & 4, Destin/Ft. Walton Beach Airport, Florida.

#### **Descriptive Schedule of Coverages**

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
AIRPORT LIABILITY	ALO 34268	December 1, 2016 - December 1, 2017	Each Occurrence	Annual Aggregate	
General Aggregate Limit (other than Products/Co	mpleted Operations)		\$ Not Applicable	\$ Not Applicable	
Coverage A - Bodily Injur Products/Completed Ope Fire Damage Limit Any One Fire All other under this C	\$ 50,000	ity	\$ Not Applicable \$ 1,000,000	\$ Not Applicable	
	nd Advertising Injury Liability		\$ 1,000,000	\$ 1,000,000	
Coverage C - Medical Pa Each Person Limit		art of and not in addition	to Coverage A)		
Each Aircraft Limit		le Liability \$ Not Applicat oplicable%	ble		

Please see attached endorsements.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 3575 Piedmont Road, NE, Building 15, Suite 1200, Atlanta, GA 30305

John T. Brogan, President

date: April 10, 2017

#### AIRPORT LIABILITY POLICY

#### (A Several Liability Combination Policy)

Additional Insured Endorsement - Managers or Lessors of Premises

This endorsement changes your policy. Please read it carefully.

Only with respect to coverages provided by this policy, and only to the extent required in the "Lease for Hangar Space Option" dated September 12, 2008, between TIFORP Corporation and County of Okaloosa, a copy of which is on file with the Aviation Managers, the following shall apply:

#### SCHEDULE

Name of Person or Organization (Additional Insured)

**Okaloosa County** 

Designation of Premises (Part Leased to You):

Block 9 / Lots 3 & 4, Destin/Ft. Walton Beach Airport

1. Who is an Insured (**Section II**) is amended to include as an Insured the person or organization (called "Additional Insured") shown in the **Schedule** but only with respect to liability arising out of your operations on that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant on that premises, or which takes place after the lease expires.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
- 2. We will not cover **Okaloosa County** for claims arising out of any "aircraft goods or products" that **Okaloosa County** manufacture(s), sell(s), handle(s), distribute(s) or service(s).

"Aircraft goods or products" means an aircraft or goods or products, including services provided for an aircraft or its parts, which are part of an aircraft or furnished for an aircraft.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: TIFORP Corporation

11 ALO 34268

December 1, 2016

12:01 A. M

Endorsement No.

Policy No.

Date and hour endorsement takes effect

Approved: United States Aviation Underwriters, Inc., Aviation Managers

bv

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ALP 20 11 04 16

#### AIRPORT LIABILITY POLICY

# (A Several Liability Combination Policy) Cancellation Notice to Other than Named Insured

Cancendion Notice to Other than Named Insured

Endorsement No. 12, "Cancellation Notice to Other than Named Insured," is hereby deleted in its entirety and replaced by the following:

This endorsement changes your policy. Please read it carefully.

If we or the Aviation Managers make a material change or cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, or the material change becomes effective, to the following person(s) or organization(s):

Okaloosa County 5749 A Old Bethel Road Crestview, Florida 32536

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

This endorsement does not change any of you reverage except as stated above. It is effective on the date and hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: TIFORP Corporation

15

ALO 34268

April 5, 2017

12:01 A. M.

Endorsement No.

Policy No.

Date and hour endorsement takes effect

Approved: United States Aviation Underwriters, Inc., Aviation Managers

by



## CERTIFICATE OF PROPERTY INSURANCE

06/01/2017

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

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	f th	is certificate i	is being prepar	ed for a party who has an insurable	e interest in the pro	perty, do not use	thi	s form. Use ACORE	27 or A	CORD 28.	
PRC	DUCE	<b>ĒR</b>			CONTACT NAME:			·			
				orton Insurance of FL	PHONE (8	50)244-1574		FAX	(850)2	243-9428	
		Beal Pkwy			E-MAIL ADDRESS: C	PHONE (AIC, No, Ext): (850)244-1574 FAX (A/C, No): (850)243-9428 E-MAIL ADDRESS: christine@norton-insurance.com					
Fort Walton Beach, FL 32548			PRODUCER OC	0000974	-						
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	CAL	JSES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	\$		
	X.	BASIC	BUILDING 1,000					BUSINESS INCOME	\$		
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		SPECIAL.						RENTAL VALUE	\$		
		EARTHQUAKE						BLANKET BUILDING	\$		
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Contract # L08-0343-AP TIFORP CORPORATION DAP BLOCK 9/LOTS 3 & 4 EXPIRES: 09/30/2037

# RENEWAL OF LEASE AND AMENDMENT L08-0343-AP TIFORP CORPORATION HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Renewal of Lease and Amendment Two, made and entered into this <u>4th</u> day of <u>October</u>, 2017, hereby approves the renewal for TIFORP Corporation ("Lessee") and amends Lease L08-0343-AP ("Lease Agreement"), dated September 12, 2008, by TIFORP Corporation ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L08-0343-AP for Hanger Space TIFORP Corporation on September 12, 2008, at the Destin Executive Airport with a current expiration date of September 30, 2017; and

WHEREAS, in accordance with Section 30(a) of the Lease Agreement, if Lessee is in compliance with all terms and conditions of the Lease Agreement, Lessee has the option to renew the Lease Agreement for an additional twenty (20) year term; and

WHEREAS, Lessee desires to renew his Lease for the additional twenty (20) year term and is currently in compliance with all terms and conditions of the current Lease Agreement; and

WHEREAS, new language for Insurance will be added to Section 18 of the Lease Agreement; and

WHEREAS, the parties 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. RENEWAL

1. In accordance with Section 30 of L08-0343-AP, the County hereby renews your Hangar Lease Agreement with all the same terms and conditions as set forth in the current Lease Agreement, Amendment 1 and this Amendment, with a new expiration date of September 30, 2037.

#### II. AMENDMENT TO THE LEASE AGREEMENT

The Lease Agreement is hereby amended as follows:

1. Section 6 a titled "Ground Lease" of L08-0343-AP, is deleted and replace as follows:

Page 1 of 10 L08-0343-AP Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. The lease for Block 9 Lot 3 includes THREE THOUSAND TWO HUNDRED FIFTY (3,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year annual cost of FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$4,875.00) plus tax and the lease for Block 9 Lot 4 includes TWO THOUSAND FIVE HUNDRED (2,500) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year annual cost of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) plus tax.

2. Section 7 titled "Escalation Clause" of L08-0343-AP, is deleted and replaced as follows:

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

3. Section 18c under Section 18 titled 'Insurance' of L08-0343-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 include 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, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

4. Section 30 titled "Renewal of Lease" of L08-0343-AP, is hereby deleted in its entirety.

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

#### FEDERAL REQUIREMENTS

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

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

# FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts 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 [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] 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 contracts and subcontracts 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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 Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor 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 Contractor, 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 contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, 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 Contractor shall initiate verification of all new hires of the contractor, 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
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor 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 Contractor 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 Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor 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 contract.
- (4) Option to verify employment eligibility of all employees. The Contractor 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 contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access

to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, 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 contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Individuals previously verified. The Contractor 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 Contractor 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 Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

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

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

OKALOOSA COUNTY, FLORIDA

Carolyn N. K

Date:

ATTEST:

Page 9 of 10 L08-0343-AP

**LESSEE** 

TIFORP Corporation

F. W. Schinz

Date: (Sept 7, 2

ATTEST:

Witness

Witness

#### **ACKNOWLEDGMENTS**

STATE OF HORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 7th day of SEPTEM BER, 2017, AD.

CHRISTINE ANNE COTE
Notary Public - State of Florida
Commission # GG 029980
My Comm. Expires Oct 8, 2020
Bonded through National Notary Assn.

Christine anne Cote'
NOTARY

My Commission Expires: OCTOBER 8, 2020

### Contract # L08-0343-AP TIFORP CORPORATION DAP BLOCKS 9 LOTS 3&4 EXPIRES: 09/30/2017

# AMENDMENT OF LEASE L08-0343-AP TIFORP CORPORATION HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this 16th day of August, 2017, hereby approves this Amendment for lease L08-0343-AP ("the Lease Agreement"), between TIFORP Corporation, ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

#### WITNESSETH:

WHEREAS, on September 12, 2008, Lessee entered into an Lease Agreement, L08-0343-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of September 30, 2017; 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 11 titled "Care of Leased Premises" of L08-0343-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 13 titled "Taxes" of L08-0343-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 L08-0343-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 18c titled "Insurance" of L08-0343-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 27 "Place of Payments" of L08-0343-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.

OKALOOSA COUNTY, FLORIDA

ATTEST:

LESSEE

TIFORP Corporation

F. W. Schinz

ATTEST:

Witness

Muchelle N. Acubaner

Witness Michael D. Neubaver

Page 3 of 4 L08-0343-AP

#### **ACKNOWLEDGMENTS**

STATE OF	FLORIDA
COUNTY OF _	GKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared F. W. SCHINZ 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 \_\_\_\_\_\_\_\_, day of \_\_APRIL\_\_\_\_\_\_\_\_, 2017, AD.



Wendy W Groge
NOTARY

My Commission Expires: Sept 5, 2017

### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0343-AP	Tracking Number: 2329-77
1	
Contractor/Lessee Name: TIFORP	Grant Funded: YESNO
Purpose: Amedon't Hangar Leave	
Date/Term: <u>9-30-17</u>	I. GREATER THAN \$50,000
Amount:	2. GREATER THAN \$25,000
Department:	3.  \$25,000 OR LESS
Dept. Monitor Name: Stage/miner	
Document has been reviewed and includes any attac	chments or exhibits.
Purchasing Rev	iew
Procurement requirements are met:	
1 7 11	3/2/
Purchasing Director or designee Greg Kisela, C	Date: <u>3/21/2017</u> Charles Powell, DeRita Mason, Matthew Young
Risk Management	Review
See approvat da	
Approved as written:	
Risk Manager or designee Laura Porter or Kr	Date:
County Attorney R  See appear Lake	eview
Approved as written:	700/10/7
	Date:
County Attorney Gregory T. Stewart, Lynn	Hoshihara, Kerry Parsons or Designee
Following Okaloosa Cour	nty approval:
Contracts & Gra	ints
Document has been received:	
	Date:
Contracts & Grants Manager	·

#### **Charles Powell**

From:

Krystal King

Sent:

Tuesday, March 21, 2017 7:53 AM

To:

Dave Miner; Charles Powell

Cc:

kparsons@ngn-tally.com; David Williams

Subject:

RE: Amendment One to TIFORP

#### Risk Management approved

#### 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: Monday, March 20, 2017 3:08 PM

To: Charles Powell <cpowell@co.okaloosa.fl.us>

Cc: kparsons@ngn-tally.com; Krystal King <kking@co.okaloosa.fl.us>; David Williams <dawilliams@co.okaloosa.fl.us>

Subject: Amendment One to TIFORP

#### Charles:

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

Dave

David E. Miner
Properties and Leases

#### **Charles Powell**

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Wednesday, March 22, 2017 10:16 AM

To:

Dave Miner; Charles Powell

Cc:

Krystal King; David Williams; Lynn Hoshihara

Subject:

RE: Amendment One to TIFORP

This is approved for legal purposes.

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]

Sent: Monday, March 20, 2017 4:08 PM

To: Charles Powell

Cc: Parsons, Kerry; Krystal King; David Williams

Subject: Amendment One to TIFORP

#### Charles:

Please send the attached Amendment One to TIFORP Corporation 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."

#### **Dave Miner**

From:

Krystal King

Sent:

Monday, July 24, 2017 10:59 AM

To:

Dave Miner

Subject:

RE: TIFORP 2016 Aviation General Liability Insurance Certificates

Thanks for providing this response. The COI's provided meet the contract requirements.

#### Krystal King

Okaloosa County Risk Management (850)689-597/ 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: Friday, July 07, 2017 1:24 PM

To: Krystal King < kking@co.okaloosa.fl.us>; Laura Porter < lporter@co.okaloosa.fl.us> Cc: Stephanie Herrick < sherrick@co.okaloosa.fl.us>; Lianne Clark < lclark@co.okaloosa.fl.us>

Subject: TIFORP 2016 Aviation General Liability Insurance Certificates

#### Krystal:

Please review the attached COI for TIFORP Corporation (L08-0343-AP) and let us know if the COI complies with requirements.

The below e-mail is from TIFORP's insurance company explaining the COI.

Also they do not have a plane in the hangar at this time.

Dave

From: Gratzer, Nancy P [mailto:Nancy.P.Gratzer@marsh.com]

**Sent:** Thursday, July 06, 2017 9:10 PM **To:** accounting@tiforpdevelopment.com

Cc: Campbell, Wil

Subject: RE: TIFORP 2016 Aviation General Liability Insurance Certificates

Hi Wendy – I agree that the certificate USAIG provides can be a bit confusing, but Okaloosa County has misread the certificate. Below is a screenshot of the Declarations page of the policy, which is also how it is shown on the certificate. I've added the red arrows to help clarify the coverage afforded:

Coverage	Limits of Insuranc Each Occurrence Aggr				
Commercial General Liability Coverage					
General Aggregate Limit (other than Products/Completed Operations)	\$ Not Applicable	\$ Not Applicat			
Coverage A - Bodily Injury and Property Damage Liability O Products/Completed Operations O Fire Damage Limit Any One Fire > \$ 50,000 OAll other under this Coverage Part	→>\$ Not Applicable  →>\$ 1,000,000	\$ Not Applicat			
Coverage B   Personal and Advertising Injury Liability	\$ 1,000,000	\$ 1,000,00			
Coverage C - Medical Payments Each Person Limit \$ 3,000 (Part	of and not in addition to Cove	erage A)			
Coverage D - Ground Hangarkeeper's Property Damage L Each Aircraft Limit \$ Not Applicable Allowance for Overhead and Supervision Not Applicable	\$ Not Applicable				

Coverage A includes Bodily Injury and Property Damage unless otherwise excluded. Under Coverage A are three subparts (to which I've added bullets in red for easier identification): Products/Completed Operations, Fire Damage, and All other. The "Not Applicable" refers only to Products/Completed Operations under Coverage A, which is NOT afforded. As you know, Products/Completed Operations Liability Coverage is excluded under this policy. The general liability coverage provided by USAIG's policy is under the "All other under this Coverage Part" subpart which indicates a liability limit of \$1,000,000 under Coverage A.

So TIFORP does indeed have \$1,000,000 Commercial General Liability Coverage as required, and Okaloosa is included as additional insured per Endorsement 11 attached to the certificate. I'm attaching a copy of the policy, in case they would like to review it in its entirety, or you can have them call us direct if they require any additional explanation. We will request the correction in Okaloosa's mailing address per your e-mail below.

Regards,

Nancy P. Gratzer, CPCU, CAIP

Senior Vice President - Atlanta Aviation Practice Leader Marsh USA Inc.

Two Alliance Center | 3560 Lenox Road, Suite 2400 | Atlanta, GA 30326 404 995 2480 | Fax 404 995 2481 | Cell 404 310 1600

E-mail: nancy.p.gratzer@marsh.com | www.marsh.com

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## **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 06/01/2017

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

		ODUCER, AND THE CERTIFICATE HOL								
If th	is certificate is being į	prepared for a party who has an insural	ble interest in the pro	erty, do not use	this form. Use ACORD	27 or AC	ORD 28.			
PRODUC	ER		CONTACT NAME:							
Nord	o Holdings Inc., di	ba Norton Insurance of FL	PHONE (8	50)244-1574	FAX (A/C No):	(850)24	3-9428			
	Beal Pkwy SW		I E-MAIL	LEMAIL obristino@norton incurence com						
	Walton Beach, FL	32548								
1 011	Transit Deading 1 L	020-70	CUSTOMER ID:	PRODUCER D.0000974						
			Citi	INSURER(S) AFFOR			NAIC#			
INSURED			INSURER A : CITI	zens Service Cer	ter; Commercial Depart	ment				
11101	p Corporation		INSURER B							
			INSURER C:							
	Harbor Blvd, Suite	103	INSURER D :							
Des	in, FL 32541		INSURER E:							
			INSURER F:				·····			
COVE	RAGES	CERTIFICATE NUMBER:	TRACOTALICY .		REVISION NUMBER:					
		ON OF PROPERTY (Attach ACORD 101, Additional R	lamarke Bahaduia It mara en		INCHIOIOIA MOMBEIN.					
		•	ellieres acitedrie, il littre abi	ice is required)						
1-1	•	oad, Airplane Hangar								
	Destin	FL 32541								
		E POLICIES OF INSURANCE LISTED BELOV								
CERT	IFICATE MAY BE ISSUED	ING ANY REQUIREMENT, TERM OR CONDI O OR MAY PERTAIN, THE INSURANCE AFFO NS OF SUCH POLICIES. LIMITS SHOWN MA	ORDED BY THE POLICIE	S DESCRIBED HER	REIN IS SUBJECT TO ALL	O WHICH THE TERM	THIS S,			
insr Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		IMITS			
AX	PROPERTY	00014083	05/19/2017	05/19/2018	X BUILDING	\$381,7	00			
	USES OF LOSS DEDUCTI	BLES			PERSONAL PROPERTY	s				
Y	BASIC BUILDING	<del></del>	1		BUSINESS INCOME	\$				
	1,000				EXTRA EXPENSE					
-	SPECIAL CONTENT	rs (			RENTAL VALUE	\$				
}					<del></del>	\$				
	EARTHQUAKE				BLANKET BUILDING	\$				
X	WIND 5%		} 1		BLANKET PERS PROP	\$				
	FLOOD				BLANKET BLDG & PP	s				
						s				
		·	1			\$				
	INLAND MARINE	TYPE OF POLICY				\$				
CA	USES OF LOSS	1	į į							
100	NAMED PERILS	POLICY NUMBER	<del> </del>			\$	<del></del>			
	NAMED PERILS	POLICT NUMBER				\$				
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	CRIME					\$				
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_	BOILER & MACHINERY /					\$	<del></del>			
	EQUIPMENT BREAKDOWN		ļ			s				
					<del>   </del>	<del></del>	<del></del>			
1			+		<b>—</b>	\$	<del></del>			
						\$	<del></del>			
		RAGES (Attach ACORD 101, Additional Remarks Sch		•						
The C	ertificate Holder is	s named as an Additional Insure	d and Loss Payee	l.						
CERTI	FICATE HOLDER		CANCELLAT	TON						
_										
	aloosa County				ESCRIBED POLICIES BE O		D BEFORE			
54	79 A Old Bethel Ro	oad		TION DATE THERE SE WITH THE POLK	OF, NOTICE WILL BE DELI'	VERED IN				
Cre	estview, FL, 32536	•	ACCORDANG	AE AALLU THE LOFK	ZE EROVISIONS.					
			41177427774							
			AUTHORIZED REI	KESENIA TVE						
•				and t						
			151	Moros			CMS			
				© 1995-2009 AC	ORD CORPORATION.	All right	s reserved.			

### USAIG Certificate of Insurance

This is to certify to:

Okaloosa County

whose address is:

5749 A Old Bethel Road Crestview, Florida 32536

that:

**TIFORP** Corporation

whose address is:

543 Harbor Boulevard, Suite 301

Destin Florida 32541

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: **Block 9 / Lots 3 & 4, Destin/Ft. Walton Beach Airport, Florida.** 

#### **Descriptive Schedule of Coverages**

Kind of Insurance	Policy Number	Policy Term	Limits of	f Coverage
AIRPORT LIABILITY	ALO 34268	December 1, 2016 - December 1, 2017	Each Occurrence	Annual Aggregate
General Aggregate Limit (other than Products/Com	pleted Operations)	,	\$ Not Applicable	\$ Not Applicable
Products/Completed Opera Fire Damage Limit Any One Fire	\$ 50,000	у	\$ Not Applicable	\$ Not Applicable
All other under this Co	verage Part		\$ 1,000,000	
Coverage B - Personal and	d Advertising Injury Liability		\$ 1,000,000	\$ 1,000,000
Coverage C - Medical Pay Each Person Limit		art of and not in addition	to Coverage A)	
Coverage D - Ground Han Each Aircraft Limit Allowance for Overhea		e Liability \$ Not Applical plicable%	ple	

Please see attached endorsements.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

#### UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 3575 Piedmont Road, NE, Building 15, Suite 1200, Atlanta, GA 30305

John T. Brogan, President

date: April 10, 2017

#### AIRPORT LIABILITY POLICY

(A Several Liability Combination Policy)

Additional Insured Endorsement - Managers or Lessors of Premises

This endorsement changes your policy. Please read it carefully.

Only with respect to coverages provided by this policy, and only to the extent required in the "Lease for Hangar Space Option" dated September 12, 2008, between TIFORP Corporation and County of Okaloosa, a copy of which is on file with the Aviation Managers, the following shall apply:

#### **SCHEDULE**

Name of Person or Organization (Additional Insured)

Okaloosa County

Designation of Premises (Part Leased to You):

Block 9 / Lots 3 & 4, Destin/Ft. Walton Beach Airport

Who is an Insured (Section II) is amended to include as an Insured the person or organization (called 1. "Additional Insured") shown in the Schedule but only with respect to liability arising out of your operations on that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant on that premises, or which takes place after the lease expires.
- Structural alterations, new construction or demolition operations performed by or on behalf of the b. person or organization shown in the Schedule.
- We will not cover Okaloosa County for claims arising out of any "aircraft goods or products" that 2. Okaloosa County manufacture(s), sell(s), handle(s), distribute(s) or service(s).

"Aircraft goods or products" means an aircraft or goods or products, including services provided for an aircraft or its parts, which are part of an aircraft or furnished for an aircraft.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: TIFORP Corporation

ALO 34268

December 1, 2016

Endorsement No.

Policy No.

Date and hour endorsement takes effect

Approved: United States Aviation Underwriters, Inc., Aviation Managers

ALP 20 11 04 16

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# AIRPORT LIABILITY POLICY (A Several Liability Combination Policy)

Cancellation Notice to Other than Named Insured

Endorsement No. 12, "Cancellation Notice to Other than Named Insured," is hereby deleted in its entirety and replaced by the following:

This endorsement changes your policy. Please read it carefully.

If we or the Aviation Managers make a material change or cancel your policy for any reason other than nonpayment of premium, we agree to give thirty (30) days notice before the cancellation date, or the material change becomes effective, to the following person(s) or organization(s):

Okaloosa County 5749 A Old Bethel Road Crestview, Florida 32536

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

This endorsement does not change any of you coverage except as stated above. It is effective on the date and hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: TIFORP Corporation

15 ALO 34268

April 5, 2017

12:01 A. M.

Endorsement No.

Policy No.

Date and hour endorsement takes effect

Approved: United States Aviation Underwriters, Inc., Aviation Managers

bν

#### **Dave Miner**

From:

TIFORP Development Corp. Accounting Department

<accounting@tiforpdevelopment.com>

Sent:

Friday, August 04, 2017 11:18 AM

To:

Dave Miner

Subject:

RE: Aircraft Certificate of Insurance

#### Good Morning Mr. Miner:

Mr. Schinz is in the process of looking to purchase an aircraft so at this time we do not have a Certificate. He housed an aircraft until April of this year.

I hope this helps. As soon as we know something I will let you know.

Thank you.

Wendy Brege
Tiforp Development Corporation
543 Harbor Blvd., Suite #301
Destin, FL 32541
accounting@tiforpdevelopment.com

PH: (850) 654-4884 FAX: (850) 654-4662

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]

**Sent:** Friday, August 04, 2017 9:35 AM **To:** 'accounting@tiforpdevelopment.com' **Subject:** Aircraft Certificate of Insurance

Importance: High

#### Wendy:

In reviewing the file to send to the Board for approval it was noted that I will need a certificate of insurance for the aircraft. I have the public (general) liability and the airport liability. If you could get it to me today I will be able to put this on the agenda for the next meeting.

Thank you and if you have any questions let me know.

David E. Miner Properties and Leases Okaloosa County Airports

### USAIG Certificate of Insurance

L-0343

This is to certify to:

Okaloosa County

whose address is:

602C North Pearl Street Crestview, Florida 32536

that:

FWS Hangar LLC (Policyholder)

TIFORP Corporation (Additional Insured)

whose address is:

543 Harbor Boulevard, Suite 301

Destin, Florida 32541

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States of America, its territories and possessions, Canada, Mexico, the Bahamas, Central America, and the islands of the West Indies or while enroute between these places.

**Descriptive Schedule of Coverages** 

Kind of Insurance	Policy Number	Policy Term		Limits of Co	verage
AIRCRAFT LIABILITY Combined Liability Coverage for	360AC-760529	December 9, 2015 - December 9, 2016	Each Passenger	Each Person	Each Occurrence
bodily injury and property damage Subject to a maximum of			\$ 100,000	;	\$ 1,000,000
Medical Coverage				\$ 5,000	
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	360AC-760529	December 9, 2015 - December 9, 2016			
No	t In-Motion Deduct	ible In-Motion De	ductible	Amo	ount of Insurance
1974 Cessna A150 L Aerobat FAA ID N66736	\$ Nil	\$ 1	lil	\$	20,000
AIRPORT PREMISES LIABILITY Combined Liability Coverage for	360AC-760529	December 9, 2015 - December 9, 2016		E	ach Occurrence
bodily injury and property damage		December 9, 2010		\$	1,000,000

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include Okaloosa County, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of the insured aircraft.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 3575 Piedmont Road, NE, Building 15, Suite 1200, Atlanta, GA 30305

Bv

David L. McKay, President

date: October 19, 2015

# TIFORP CORPORATION

543 Harbor Blvd., Suite 301 Destin, FL 32541

(850) 654-4884 Fax: (850) 654-4662

e-mail:

freddie@tiforpdevelopment.com

# LETTER OF TRANSMITTAL

TO:	NW FLA Regional	Airport & Okaloosa County	Date: November 10, 2015					
_	Attn: Jack Allen, 6	02C North Pearl Street	Project No.					
-	Crestview, FL 325	36	Re: Certificate of Insurance					
⊠ VIA	MITTED BY: US Mail r	☐ VIA Fax ☐ Original	#to follow via mail yes no					
Attac	Drawings 🔲 Pı	nder separate cover viarints Plans hange order See Bo	the following items:  Samples Specifications					
COPIES	DATE	NO.	DESCRIPTION					
		1 Current Certificat	te of Insurance for Plane and General Liability					
		<u> </u>						
For a	ARE TRANSMITTE approval your use equested eview and comment	D as checked below: Approved as submitted Approved as noted Returned for corrections	Resubmit copies for approval Submit for distribution Return corrected prints					
REMAR	cks							
<del></del>								
Сору То	: File	Sign	ned:F.W. "Freddie" Schinz					

#### USAIG Certificate of Insurance

This is to certify to:

Okaloosa County

whose address is:

602C North Pearl Street Crestview, Florida 32536

that:

FWS Hangar, LLC (Policyholder)

TIFORP Corporation (Additional Insured)

whose address is:

543 Harbor Boulevard, Suite 301

Destin, Florida 32541

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States of America, its territories and possessions, Canada, Mexico, the Bahamas, Central America, and the islands of the West Indies or while enroute between these places.

**Descriptive Schedule of Coverages** 

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage			verage
AIRCRAFT LIABILITY Combined Liability Coverage for bodily injury and property damage	360AC-755070	December 9, 2014 - December 9, 2015	Ea	ch Person	Ea \$	ach Occurrence 2,000,000
Medical Coverage			\$	5,000		
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	360AC-755070	December 9, 2014 - December 9, 2015				
Not	In-Motion Deductibl	e In-Motion Deduc	tible		Amo	unt of Insurance
1974 Cessna A150 L Aerobat FAA ID N66736	\$ Nil	\$ Nil			\$	20,000
AIRPORT PREMISES LIABILITY Combined Liability Coverage for bodily injury and property damage	360AC-755070	December 9, 2014 - December 9, 2015			Ea \$	ach Occurrence 2,000,000

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include Okaloosa County, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of the insured aircraft.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

#### UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 3575 Piedmont Road, NE, Building 15, Suite 1200, Atlanta, GA 30305

David L. McKay, President

date: December 9, 2014

### ALLIANZ GLOBAL CORPORATE & SPECIALTY - AVIATION

Allianz (III)

Date Issued:

July 1, 2014

Certificate No. 001

Certificate Holder:

Northwest Florida Regional Airport and Okaloosa County

Attn: Jack Allen

602C North Pearl Street Crestview, FL 32536

Named Insured:

Tiforp Corporation and F. W. Schinz

543 Harbor Blvd., Suite 301

Destin, FL 32541

The above Named Insured is at this date insured with Allianz Global Risks US Insurance Company for the Limits of Coverage stated below:

Policy Number:

A2GA000599414AM

Policy Effective Dates:

July 2, 2014 to July 2, 2015

Both at 12:01 AM local time at the Named Insured's mailing address shown above

With respect only to: Block 9 Lot 3 & 4

AVIATION GENERAL LIABILITY	LIMITS OF INSURANCE
Each Occurrence Damage to Premises Rented to you Medical Expense (any one person) Personal & Advertising Injury Aggregate Property Damage Deductible	\$1,000,000 \$ 250,000 \$ 5,000 \$1,000,000
Each Turbine Powered Aircraft Each Other Aircraft Each Non-Aircraft claim	\$ 5,000 \$ 2,500 \$ 2,500

WHO IS AN INSURED (SECTION V) is amended to include the Certificate Holder as an additional insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

- A. in the performance of ongoing operations of the Named Insured; or
- B. in connection with the premises owned by or rented to the Named Insured.

In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days (10 days for non-pay) written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

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

Issued by:

Allianz Global Corporate & Specialty - Aviation

**Aviation Operations** 1 Progress Point Parkway O'Fallon, MO 63368

Authorized Signature

#### LEASE FOR HANGAR SPACE OPTION

#### BETWEEN

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

#### AND

#### TIFORP CORPORATION

This LEASE FOR HANGAR SPACE fully executed this 1214 day of September, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and TIFORP CORPORATION (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 9 Lots 3 and 4 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 shall have an expiration date of September 30, 2017.

#### **SECTION 2: AIRCRAFT OWNERSHIP**

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

L08-0343-AP9-169 LESSEE: TIFORP CORPORATION DAP BLOCK 9/LOTS 3 & 4 EXPIRES: 9/30/2017 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. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease for Block 9 Lot 3 includes THREE THOUSAND TWO HUNDRED FIFTY (3,250) square feet at ONE DOLLAR AND SIX CENTS (\$1.06) per square foot per year for a total annual cost of THREE THOUSAND FOUR HUNDRED FORTY FIVE DOLLARS (\$3,445.00) plus tax and the lease for Block 9 Lot 4 includes TWO THOUSAND FIVE HUNDRED (2,500) square feet at ONE DOLLAR AND SIX CENTS (\$1.06) per square foot per year for a total annual cost of TWO THOUSAND SIX HUNDRED FIFTY DOLLARS (\$2,650.00) 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 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. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than <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: TIFORP Corporation, F.W. Schinz, 543 Harbor Blvd., Suite 301, Destin, FL 32541-7359.

#### **SECTION 20: HOLD HARMLESS**

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

#### SECTION 21: BINDING NATURE OF LEASE

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

#### **SECTION 22: PROHIBITED ACTIVITY**

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

#### SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

#### SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing

of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving LESSEE and right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

#### **SECTION 25: TERMINATION BY LESSOR**

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

#### **SECTION 26: NON-DISCRIMINATION**

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

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

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

#### **SECTION 27: PLACE OF PAYMENTS**

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

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

#### SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

#### **SECTION 29: LEGAL DESCRIPTION**

Block 9 Lot 3 contains 3,250 square feet more or less. Block 9 Lot 4 contains 2,500 square feet more or less.

#### **SECTION 30: RENEWAL OF LEASE**

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

#### a. OPTION TERM:

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

#### b. RENT:

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

#### c. NOTICE:

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

#### **SECTION 31: ENTIRE LEASE**

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

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

> **BOARD OF COUNTY COMMISSIONERS** OKALOOSA COUNTY, FLORIDA

**CHAIRMAN** 

ATTEST:

DEPUTY CLERK OF CIRCUIT CO

OKALOOSA COUNTY, FLORIDA

TIFORP CORPORATION F.W. SCHINZ

Christine a. Cate'
WITNESS

Casy LO
WITNESS

#### <u>ACKNOWLEDGMENTS</u>

#### STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared F.W. SCHINZ 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 29th day of August, 2008, AD.

٢	CASSANDRA KENT	
١	MY COMMISSION # DD649342 EXPIRES March 16 2011	Cassandia KO
	(407) 399-0153 Florida Notary Service.com	NOTARY

My Commission expires:

#### ALLIANZ GLOBAL CORPORATE & SPECIALTY - AVIATION

Allianz (11)

Date Issued:

July 1, 2014

Certificate No. 001

Certificate Holder:

Northwest Florida Regional Airport and Okaloosa County

Attn: Jack Allen

602C North Pearl Street Crestview, FL 32536

Named Insured:

Tiforp Corporation and F. W. Schinz

543 Harbor Blvd., Suite 301

Destin, FL 32541

The above Named Insured is at this date insured with Allianz Global Risks US Insurance Company for the Limits of Coverage stated below:

Policy Number:

A2GA000599414AM

Policy Effective Dates:

July 2, 2014 to July 2, 2015

Both at 12:01 AM local time at the Named Insured's mailing address shown above

With respect only to: Block 9 Lot 3 & 4

AVIATION GENERAL LIABILITY	LIMITS OF INSURANCE
Each Occurrence Damage to Premises Rented to you Medical Expense (any one person) Personal & Advertising Injury Aggregate Property Damage Deductible	\$1,000,000 \$ 250,000 \$ 5,000 \$1,000,000
Each Turbine Powered Aircraft Each Other Aircraft Each Non-Aircraft claim	\$ 5,000 \$ 2,500 \$ 2,500

WHO IS AN INSURED (SECTION V) is amended to include the Certificate Holder as an additional insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

- A. in the performance of ongoing operations of the Named Insured; or
- B. in connection with the premises owned by or rented to the Named Insured.

In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days (10 days for non-pay) written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

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

Issued by:

Allianz Global Corporate & Specialty - Aviation

Aviation Operations 1 Progress Point Parkway O'Fallon, MO 63368

Authorized Signature

# TIFORP CORPORATION

543 Harbor Blvd., Suite 301 Destin, FL 32541

(850) 654-4884 Fax: (850) 654-4662

e-mail: \_\_freddie@tiforpdevelopment.com

# LETTER OF TRANSMITTAL

TO:	NW FLA Regional	Airport & Oka	aloosa County	Date: _	December 10, 20	14
	Attn: Jack Allen, 6	02C North Pea	rl Street	Project N	0.	
9	Crestview, FL 325	336		Re: Cer	tificate of Insuran	nce
	MITTED BY: US Mail r		☐ VIA Fax#☐ Original to	follow via	mail  yes	□ no
☐ Attac	Drawings Pr	nder separate co rints hange order	ver via Plans See Belo	)W	the following iter Samples	ms:  Specifications
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Сору То:	File		Signed:	F.W. "F	Freddie" Schinz	

12-12-14P12:42 RCVD

### **USAIG Certificate of Insurance**

This is to certify to:

Okaloosa County

whose address is:

602C North Pearl Street Crestview, Florida 32536

that:

FWS Hangar, LLC (Policyholder)

TIFORP Corporation (Additional Insured)

whose address is:

543 Harbor Boulevard, Suite 301

Destin, Florida 32541

is at this date insured with the Several Participating Companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States of America, its territories and possessions, Canada, Mexico, the Bahamas, Central America, and the islands of the West Indies or while enroute between these places.

**Descriptive Schedule of Coverages** 

Kind of Insurance		cy Number	Policy	Term			Limits	of Co	verage
AIRCRAFT LIABILITY Combined Liability Coverage for bodily injury and property damage	360	AC-755070	Decem Decem	iber 9, 20° iber 9, 20°	14 - 15				ach Occurrence 2,000,000
Medical Coverage		100				\$	5,000		
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	360	AC-755070		ber 9, 20° ber 9, 20°					
Not	In-Mot	ion Deductib	le	In-Motio	n Dedu	ctible		Amo	unt of Insurance
1974 Cessna A150 L Aerobat FAA ID N66736	\$	Nil		\$	Nil			\$	20,000
AIRPORT PREMISES LIABILITY Combined Liability Coverage for bodily injury and property damage		AC-755070		ber 9, 20° ber 9, 20°				Ea \$	ach Occurrence 2,000,000

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include Okaloosa County, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of the insured aircraft.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 3575 Piedmont Road, NE, Building 15, Suite 1200, Atlanta, GA 30305

Βv

David L. McKay, President

date: December 9, 2014