

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/15/2017

Contract/Lease Control #: L17-0455-AP

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: DELTA SOUTHERN, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/08/2017

Expiration Date: 02/07/2037 W/OPTIONAL 20 YR RENEWAL

Description of Contract/Lease: HANGAR LEASE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

CERTIFICATE OF INSURANCE

Certificate Issued to: Okaloosa County BOCC, 101 East James Lee Blvd, Crestview, FL 32536

Insured: Henley Aviation, Inc.

Address: 16119 Hagler Mill Drive, Northport, AL 35475-2640

Policy Number: SAV100700200

Effective Dates: 06/15/2021 to 02/01/2022

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

Producer: Kimmel Aviation Insurance Agency, Inc., Greenwood, MS Ph. 1-800-647-9397

Coverage: **N844AF 2010 Robinson R44**
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)
Combined Single Limit \$1,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$100,000 Each Passenger, Each Occurrence.
Includes SAV 0161 Non-Commercial Premises Liability Endorsement

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters.
EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

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

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

This Certificate cancels and supercedes any previously issued Certificates.

Date: 6/16/2021 9:50:49 AM

By:



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

CONTRACT#: L17-0455-AP
DELTA SOUTHERN, LLC
HANGAR LEASE
EXPIRES: 02/08/2037 W/ 20 YEAR OPTION

USAIG Certificate of Insurance

This is to certify to: **Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Administration**
 whose address is: **1701 State Road 85 N. Eglin AFB, Florida 32542**
 that: **Chickasaw Transport, LLC**
 whose address is: **727 Driftwood Point Road Santa Rosa Beach, Florida 32459**

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: Worldwide.

Descriptive Schedule of Coverages Effective: March 4, 2021

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage	
AIRCRAFT LIABILITY Combined Liability Coverage for bodily injury and property damage	SIHL 1-H257	November 10, 2020 - November 10, 2021	Each Person	Each Occurrence \$ 10,000,000
Coverage includes "War, Hi-jacking and Other Perils Exclusion Clause Limited Write-Back Provisions Aggregate Endorsement (Applicable to Your Liability Coverage and Your Medical Coverage)"				\$ 10,000,000
Medical Coverage				\$ 25,000
AIRCRAFT PHYSICAL DAMAGE - ALL RISKS	SIHL 1-H257	November 10, 2020 - November 10, 2021		
Coverage includes "Limited Write-Back of Coverage including Certified Terrorism Loss Coverage excluded by the War, Hi-jacking and Other Perils Exclusion Clause (Applicable to Your Aircraft Physical Damage Coverage)"				
	Not In-Motion Deductible	In-Motion Deductible	Amount of Insurance	
1996 Beech King Air B200 FAA ID N196SC	\$ Nil	\$ Nil	\$ 1,525,000	

Please see the attached endorsement(s):

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 Rd. NE, Building 14, Suite 800, Atlanta, Georgia 30305

By John T. Brogan, President

date: March 4, 2021

**USAIG All-Clear
Additional Insured(s)/ Products Exclusion**

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Administration**, 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 airport premises.

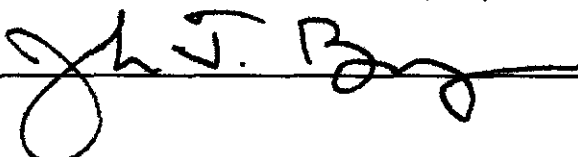
We won't cover **Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Administration** for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

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 "Policyholder's" address.

Policy Issued to: **Chickasaw Transport, LLC**

<u>21</u>	<u>SIHL 1-H257</u>	<u>March 4, 2021 at 12:01 A.M.</u>
Endorsement No.	Policy No.	Date and hour endorsement takes effect

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

By 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2021

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

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

PRODUCER Acentria Insurance - Destin 4634 Gulfstarr Drive Destin FL 32541 License#: L100460 DELTSOU-01	CONTACT NAME: christina bowman PHONE (A/C, No, Ext): 850-650-1950 E-MAIL ADDRESS: christina.bowman@acentria.com	FAX (A/C, No): 850-892-0320
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	41297
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
 Delta Southern, LLC
 302 Sand Myrtle Trail
 Destin FL 32541

COVERAGES

CERTIFICATE NUMBER: 1237785219

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPS3364466	7/3/2020	7/3/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ Excluded
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Loc #1, Bldg #1, 1001 Airport RD, Unit 5-1001, Destin, FL, 32541

Certificate holder is a additional insured

Cancellation: 30 Days notice except 10 for non payment of premium

CONTRACT#: L17-0455-AP

DELTA SOUTHERN, LLC

HANGAR LEASE

EXPIRES: 02/07/2037 W/OPTIONAL 20 YR RENEWAL

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/27/2021

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

PRODUCER Acentria Insurance - Destin 4634 Gulfstarr Drive Destin FL 32541 License#: L100460		CONTACT NAME: PHONE (A/C, No, Ext): 850-650-1950 FAX (A/C, No): 850-892-0320 E-MAIL ADDRESS: PRODUCER CUSTOMER ID: DELTSOU-01															
INSURED Delta Southern, LLC 302 Sand Myrtle Trail Destin FL 32541		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AXIS Surplus Insurance Company	26620	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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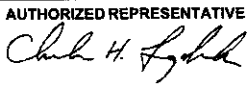
COVERAGES **CERTIFICATE NUMBER: 1405306699** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Location: 1001 Airport Rd., Unit 5-1001, Destin, FL 32541

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	ESC73575	7/3/2020	7/3/2021	<input checked="" type="checkbox"/> BUILDING	\$ 200,000
		CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
		<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
		<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/> RENTAL VALUE	\$
		<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET BUILDING	\$
		<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET PERS PROP	\$
		<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
							\$
							\$
		INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS					\$
		<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
							\$
		CRIME					\$
		TYPE OF POLICY					\$
							\$
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Wind/Hail Deductible 5%, \$2,500 Minimum
 Loc #1, Bldg #1, 1001 Airport RD, Unit 5-1001, Destin, FL, 32541
 Certificate holder is a loss payee
 Cancellation: 30 Days notice except 10 for non payment of premium

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB FL 32542	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Certificate of Insurance

Named Insured : GAELIC INDUSTRIES, LLC, KVI, INC., CHARLES KENDALL MCEACHERN AND FOUNDATION RISK PARTNERS CORP., INCLUDING ITS OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES, BUT ONLY WHILE OPERATING WITHIN THE EXTENT AND SCOPE OF THEIR DUTIES AND RESPONSIBILITIES.
Address of Insured: 4634 Gulfstarr Drive, Destin, Florida 32541
Company : Endurance American Insurance Company/W. Brown & Associates
Policy Number : NAI6031230
Effective Date : November 24, 2020 at 12:01 A.M., Local Standard Time
Expiration Date : November 24, 2021 at 12:01 A.M., Local Standard Time
Aircraft Covered : 2006 PA-46-500TP Meridian, N172MA, having 1 crew seat & 5 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers:	\$ 2,000,000 Each Occurrence

Certificate Holder: OKALOOSA COUNTY
5749 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as Additional Insured, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations; However, nothing in agreement shall prejudice the Insurance Company's rights of this recourse against the additional insured as manufacturers, suppliers, repairers, or servicing agents where such rights of recourse would have existed had this agreement not been effected. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.
ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED.


Authorized Representative

November 20, 2020
Date /ak

AVIATION INSURANCE MANAGERS, INC.
11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685
(330) 494-1500

CONTRACT#: L17-0455-AP
DELTA SOUTHERN, LLC
HANGAR LEASE
EXPIRES: 02/07/2037 W/OPTIONAL 20 YR RENEWAL

Certificate of Insurance

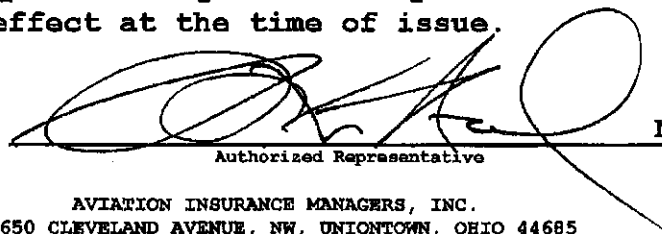
Named Insured : GAE LIC INDUSTRIES, LLC, KVI, INC., CHARLES KENDALL MCEACHERN AND FOUNDATION RISK PARTNERS CORP.,
INCLUDING ITS OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES, BUT ONLY WHILE OPERATING WITHIN THE
EXTENT AND SCOPE OF THEIR DUTIES AND RESPONSIBILITIES.
Address of Insured: 4634 Gulfstarr Drive, Destin, Florida 32541
Company : Endurance American Insurance Company/W. Brown & Associates
Policy Number : NAI6031230
Effective Date : November 24, 2020 at 12:01 A.M., Local Standard Time
Expiration Date : November 24, 2021 at 12:01 A.M., Local Standard Time
Aircraft Covered : 2006 PA-46-500TF Meridian, N172MA, having 1 crew seat & 5 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers:	\$ 2,000,000 Each Occurrence

Certificate Holder: TO WHOM IT MAY CONCERN

Endorsements Attached-NONE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holders. This Certificate does not amend, extend, or alter the Coverage afforded by the Policy and is only intended as evidence that the above insurance is in effect at the time of issue.


Authorized Representative

November 20, 2020

Date
/ak

AVIATION INSURANCE MANAGERS, INC.
11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685
(330) 494-1500

Certificate of Insurance

Named Insured : 3-G'S Aviation, LLC, Gamble Guest Care, Inc., Acentria, Inc., KVI, Inc.,
 Charles Kendall McEachern and Keith Gamble
 Address of Insured: 4634 Gulfstarr Drive, Destin, Florida 32541
 Company : Endurance American Insurance Company/W. Brown & Associates
 Policy Number : NAB6031230
 Effective Date : November 30, 2020 at 6:00 P.M., Local Standard Time
 Expiration Date : March 12, 2021 at 12:01 A.M., Local Standard Time
 Aircraft Covered : 2001 Citation CJ1, N186TW, having 1 crew seat & 6 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers:	*\$15,000,000 Each Occurrence
*EXCEPT any time Charles McEachern is in either of the front seats the Aircraft Legal Liability Limit is <u>REDUCED</u> to a Combined Single Limit Bodily Injury & Property Damage, Including Passengers:	
	\$ 5,000,000 Each Occurrence

Certificate Holder: **OKALOOSA COUNTY BOARD OF COMMISSIONERS**
DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION
1701 STATE ROAD 85 N
EGLIN AFB, 32542-1498

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as Additional Insured, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations; However, nothing in agreement shall prejudice the Insurance Company's rights of this recourse against the additional insured as manufacturers, suppliers, repairers, or servicing agents where such rights of recourse would have existed has this agreement not been effected. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.
ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED.



 Authorized Representative

November 30, 2020
 Date
 /ak

THIS CERTIFICATE CANCELS AND REPLACES CERTIFICATE ISSUED ON November 20, 2020
 AVIATION INSURANCE MANAGERS, INC.
 11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685
 (330) 494-1500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

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.

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PRODUCER Acentria Insurance - Destin 4634 Gulfstar Drive Destin FL 32541	CONTACT NAME: christina bowman PHONE (A/C No. Ext): 850-650-1950 FAX (A/C No.): 850-892-0320 E-MAIL ADDRESS: christina.bowman@acentria.com
	INSURER(S) AFFORDING COVERAGE
INSURER A : Scottsdale Insurance Company	NAIC # 41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 255598353 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CP83222181	7/3/2019	7/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Loc #1, Bldg #1, 1001 Airport RD, Unit 5-1001, Destin, FL, 32541

Certificate Holder is an additional insured
 Waiver of subrogation applies in favor of the certificate holder
 Cancellation: 30 Days notice except 10 for non payment of premium

CONTRACT#: L17-0455-AP
DELTA SOUTHER, LLC
HANGAR LEASE
EXPIRES: 02/08/2037 W/OPTIONAL 20 YEAR RENEWAL

CERTIFICATE HOLDER Okaloosa County BOCC 302 N Wilson Street, Suite 301 Crestview FL 32536	CANC SHO I THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
5/15/2020

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.

PRODUCER Acentria Insurance - Destin 4634 Gulfstarr Drive Destin FL 32541 License#: L100480	CONTACT NAME: PHONE (A/C, No. Ext): 850-650-1950 FAX (A/C, No.): 850-892-0320 E-MAIL ADDRESS: PRODUCER CUSTOMER ID: DELTSOU-01	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Delta Southern, LLC 302 Sand Myrtle Trail Destin FL 32541	INSURER A: General Security Indemnity Company of Arizona 20559	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 757524101** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Location: 1001 Airport Rd., Unit 5-1001, Destin, FL 32541

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS DEDUCTIBLES X BASIC BUILDING BROAD 1000 SPECIAL CONTENTS EARTHQUAKE WIND FLOOD	20568031031902	7/3/2019	7/3/2020	X BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	\$ 200,000 \$ \$ \$ \$ \$ \$ \$ \$
	INLAND MARINE CAUSES OF LOSS TYPE OF POLICY NAMED PERILS POLICY NUMBER					\$ \$ \$ \$
	CRIME TYPE OF POLICY					\$ \$ \$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$ \$ \$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 5% Wind/Hail Deductible
 Loc #1, Bldg #1, 1001 Airport RD, Unit 5-1001, Destin, FL, 32541
 Certificate holder is a loss payee
 Cancellation: 30 Days notice except 10 for non payment of premium

CERTIFICATE HOLDER Okaloosa County BOCC 302 N Wilson Street, Suite 301 Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Chad H. Lybick</i>
---	---

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**AMENDMENT OF LEASE L17-0455-AP
DELTA SOUTHERN, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment, made and entered into this 17th day of July, 2018, hereby amends Lease L170455-AP ("Lease Agreement"), dated February 8, 2017, by Delta Southern, LLC ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L17-0455-AP for Hangar Space with Delta Southern, LLC on February 8, 2017, at the Destin Executive Airport with a current expiration date of February 7, 2037; and

WHEREAS, the Lease Agreement requires Lessee to construct a hangar on the leased property and have completed construction by July 1, 2020; and

WHEREAS, the County has now determined that it is necessary to expand the leased area to permit Lessee the adequate space necessary to build a new hangar with dimensions of 150 feet by 55 feet; and

WHEREAS, the County now finds it necessary to extend the time period permitted under Section 4 of the Lease Agreement from January 1, 2018 to August 15, 2018 for Lessee to provide updated construction plans to the County for approval; and

WHEREAS, Lessee desires to demolish existing shade hangar in anticipation of building a the new hangar with dimensions of 150 feet by 55 feet; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific revisions in grant funded contracts; and

WHEREAS, the County has adopted new standard escalation and insurance clauses for its hangar leases which are now being incorporated into this amendment.

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

I. DEMOLITION OF EXISTING HANGAR STRUCTURE

1. Lessor hereby permits Lessee to demolish the hangar structure existing on the current Leased Property. Demolition must begin within twenty (20) days of County's Approval of the construction plans as set forth in Section 4 of the Lease Agreement. Upon commencement of demolition, demolition must be completed within thirty (30) days of the commencement thereof. Lessee acknowledges that, prior to any demolition, Lessee

will obtain all necessary permits to demolish the current hangar structure at its own cost. Prior to any demolition, Lessee shall provide Lessor with a copy of all demolition permits.

II. AMENDMENT TO THE LEASE AGREEMENT

L17-0455-AP is hereby amended as follows:

1. Section 4, titled "Construction of Hangar", is deleted and replaced as follows:

Lessee must have the hangar diagram(s), construction plans and specifications submitted to the County by August 15, 2018. Lessee acknowledges it will obtain all necessary building permits at its own costs and provide the Lessor with copy of all permits. Lessee shall start construction of the new hangar no later than November 1, 2018 and Lessee shall complete hangar construction no later than July 1, 2020, subject to any delays beyond Lessee's control. The start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footing, the installation of piles, the construction of columns, or any work beyond the stage of excavation. Failure to comply with this requirement may result in automatic termination of this Lease without prior written notice by the County. Lessee shall furnish one (1) complete set of as-built drawings to County upon completion of the hangar. Ground rent on the new hangar will be adjusted in accordance with the square footage (footprint) of the new hangar at the current appraisal rate.

2. Section 6a titled "Ground Lease", is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes EIGHT THOUSAND TWO HUNDRED FIFTY (8,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of TWELVE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS (\$12,375.00) or SIX THOUSAND ONE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS (\$6,187.50) biannually plus state sales tax and County non-ad valorem taxes.

3. Section 7 titled "Escalation Clause" of L17-0455-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).

4. Section 18c under Section 17 titled "Insurance" of L17-0455-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 to provide thirty (30) days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 19 titled "Notices" of L17-0455-AP, is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Delta Southern, LLC, Registered Agent Jeremy Cranford, Esq., Ward & Ketchersid, P.A., 1241 Airport Road, Suite H, Destin, FL 32541.

6. Section 29 titled "Legal Description", is hereby deleted and replaced as follows:

Block 3 Lot 3, 4 & 5: Commence at the Easternmost corner of Lot 23, Block A, Harbor Breeze First Addition, as recorded in Plat Book 14, Page 44, Public Records of Okaloosa County, Florida;

Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 32.25 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 59.31 feet to a capped ½" iron rod stamped LB #7350 and the Point of Beginning; Thence N.52°04'07"E. for a distance of 150.00 feet to Northwesterly corner of Lot 2 Block 3 and corner of existing hangar and marked by a capped ½" iron rod stamped LB #7350; Thence S.37°55'33"E. along Western edge of hangar for a distance of 55.00 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°04'07"W. for a distance of 150.00 feet to a capped ½" iron rod stamped LB #7350; Thence N.37°55'33"W. for a distance of 55.00 feet to the Point of Beginning. Parcel described contains 8250 square feet or 0.189 acres. As set forth in Exhibit "B-1 & "B-2" attached hereto and incorporated herein.

7. Section 32 of the Lease Agreement is hereby created and incorporated into the Lease Agreement as follows:

Section 32: FEDERAL REGULATIONS


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

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

(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



Graham W. Fountain
Chairman, Board of County Commissioners

Date: 7/17/19



ATTEST:



J.D. Peacock II
Clerk of Circuit Court

LESSEE

[Handwritten signature]

Delta Southern, LLC

J. Charles Duplantis

Date: 7/3/18

ATTEST:

[Handwritten signature]
Witness

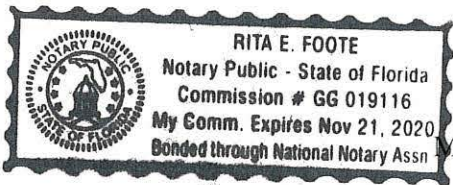
[Handwritten signature]
Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES SCHINDLER 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 3rd day of July, 2018, AD.



[Handwritten signature]
NOTARY

My Commission Expires: _____

Exhibit "A"

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 "Lessee") agrees as follows:

- 1. Compliance with Regulations:** The lessee (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 lessee, 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 lessee 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 lessee 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 lessee of the lessee's obligations under this lease and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The lessee 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 lessee is in the exclusive possession of another who fails or refuses to furnish the information, the lessee 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 lessee's noncompliance with the Non-discrimination provisions of this lease, 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 lessee under the lease until the lessee complies; and/or
 - b. Cancelling, terminating, or suspending a lease, in whole or in part.
6. **Incorporation of Provisions:** The lessee 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 lessee 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 lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the lessee 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 lease, the lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "lessee") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Lessee in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the

suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.

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

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

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

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

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

Exhibit "B-1"

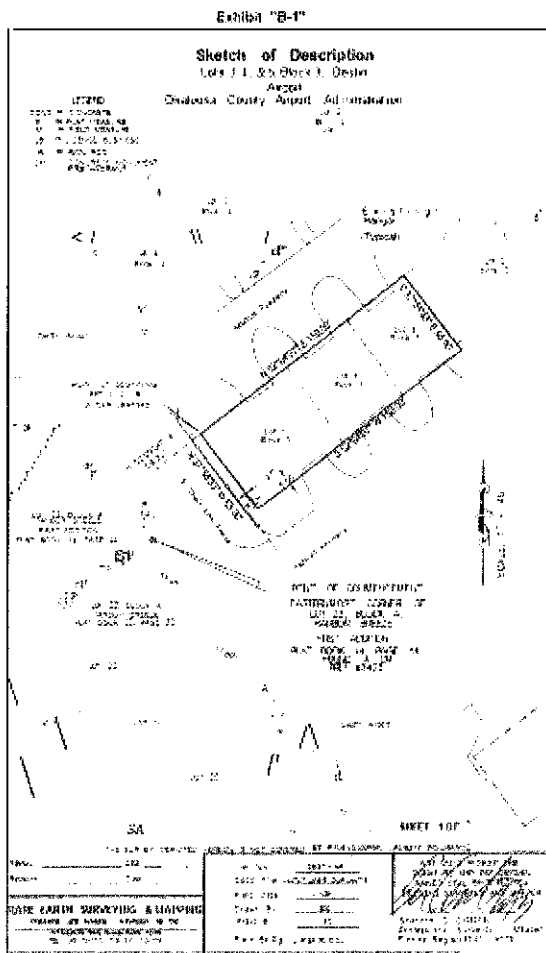


Exhibit "B-2"

Exhibit B-2

Skeleton of Description
 City, L14-5 Block 3
 Design Approval
 Okaloosa County Airport Administration

LOCAL DESCRIPTION OF NEIGHBORHOOD: CITY OF OKALOOSA

DESCRIPTION OF THE PROPOSED DEVELOPMENT: BLOCK 3, AIRPORT GREENWAY ADDITION AS REQUIRED IN THE CITY OF OKALOOSA, FLORIDA, ZONING ORDINANCE CHAPTER 174-11. THE PROPOSED DEVELOPMENT IS A 1.5 ACRE PARCEL OF LAND LOCATED AT THE INTERSECTION OF STATE ROAD 102 AND AIRPORT GREENWAY. THE PROPOSED DEVELOPMENT IS A 1.5 ACRE PARCEL OF LAND LOCATED AT THE INTERSECTION OF STATE ROAD 102 AND AIRPORT GREENWAY. THE PROPOSED DEVELOPMENT IS A 1.5 ACRE PARCEL OF LAND LOCATED AT THE INTERSECTION OF STATE ROAD 102 AND AIRPORT GREENWAY.



- NOTE:
- 1. ALL NEIGHBORHOODS AND SUBJECTS OF RECORD AND CITY MEASUREMENTS NOT LISTED TO THE SURVEY OF THE AIRPORT GREENWAY TRAIL AND AIRPORT GREENWAY TRAIL ARE NOTED.
 - 2. NO UNDERGROUND UTILITIES, FOUNDATION FOOTINGS OR PILES HAVE BEEN LOCATED ON THE PROPERTY.
 - 3. THE PROPOSED DEVELOPMENT IS A 1.5 ACRE PARCEL OF LAND LOCATED AT THE INTERSECTION OF STATE ROAD 102 AND AIRPORT GREENWAY.
 - 4. THE PROPOSED DEVELOPMENT IS A 1.5 ACRE PARCEL OF LAND LOCATED AT THE INTERSECTION OF STATE ROAD 102 AND AIRPORT GREENWAY.
 - 5. THE PROPOSED DEVELOPMENT IS A 1.5 ACRE PARCEL OF LAND LOCATED AT THE INTERSECTION OF STATE ROAD 102 AND AIRPORT GREENWAY.

PAGE TWO OF 2

DATE	11/14/11	BY	MARK A. HARRIS
PROJECT	AIRPORT GREENWAY ADDITION	APPROVED BY	MARK A. HARRIS
DESIGNER	MARK A. HARRIS	DATE	11/14/11
SCALE	AS SHOWN	PROJECT NO.	11-0000
DRAWN BY	MARK A. HARRIS	DATE	11/14/11
CHECKED BY	MARK A. HARRIS	PROJECT NO.	11-0000
DATE	11/14/11	PROJECT NO.	11-0000
PROJECT NO.	11-0000	PROJECT NO.	11-0000

**UNANIMOUS CONSENT OF MANAGERS
AND MEMBERS OF DELTA SOUTHERN, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

1. WHEREAS:
 - a. Delta Southern, LLC, a Florida limited liability company (the "Company"), was formed by the filing of those *ARTICLES OF ORGANIZATION* identified as Document Number L17000254984 with the State of Florida, Department of State, Division of Corporations;
 - b. Charles J. Schindler, II ("SCHINDLER"), a resident of the State of Florida whose mailing address is 2400 Palm Harbor Dr., Fort Walton Beach, FL 32547, is an owner of 50% of the entire ownership interest in the Company, is a Member of the Company, and is presently a Manager of the Company;
 - c. John Charles Duplantis ("DUPLANTIS"), a resident of the State of Florida whose mailing address is 3810 Indian Trail, Destin, FL 32541, DUPLANTIS, is an owner of 50% of the entire ownership interest in the Company, is a Member of the Company, and is presently a Manager of the Company;
 - d. there are no other Managers, Members, or owners of the Company;
2. NOW THEREFORE, by unanimous consent of the Managers and Members of the Company, the Company hereby takes the following action:
 - a. The Company shall enter into that proposed *AMENDMENT OF LEASE L17-0455-AP DELTA SOUTHERN, LLC HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT* attached hereto as **Exhibit A**.
3. BY THE SIGNATURES SET FORTH BELOW, the entire managership and membership do hereby unanimously consent to the Managers taking the action set forth above:

	06-29-18		06/29/18
_____ Charles J. Schindler, II Manager and Member of Company	Date	_____ J. Charles Duplantis Manager and Member of Company	Date

Dave Miner

From: Laura Porter
Sent: Tuesday, July 03, 2018 10:34 AM
To: Dave Miner
Cc: Tracy Stage; Allyson Oury
Subject: RE: COI Delta Southern for Compliance

Yes the COI's provided comply with the requirements.

Laura J. Porter

Risk Manager
Okaloosa County BCC
5479-B Old Bethel Road
Crestview, FL 32536
(850)689-5977
lporter@myokaloosa.com

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

From: Dave Miner
Sent: Tuesday, July 3, 2018 10:28 AM
To: Laura Porter <lporter@myokaloosa.com>
Cc: Tracy Stage <tstage@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: COI Delta Southern for Compliance
Importance: High

Ms. Porter:

We're trying to get another item on the agenda. Please review the attached certificates for hangar lease Delta Southern (L17-0455-AP) and let us know if they comply with requirements.

Thank you.

Dave

David E. Miner
Properties and Leases

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 7/3/2018

CERTIFICATE HOLDER:

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

POLICY HOLDER:

Delta Southern Chemical, LLC
P.O. Box 632
Shelby, MS 38774

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: Property

Insurance Company: Illinois National Insurance Company

Policy Number: TBA

Policy Period: 7/3/2018 to 7/3/2019

Building #1 – 4,868 sq ft metal hangar \$100,000 Insured Value
Replacement Cost w/ Deductibles: \$1,000 Each Occurrence

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

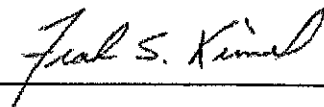
Loss Payable - Payments for loss covered under the Physical Damage coverage will be made payable to Delta Southern Chemical, LLC and Okaloosa County in an amount not to exceed the Insured Value.

Additional Insured – Boogies Leasing, Inc., is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

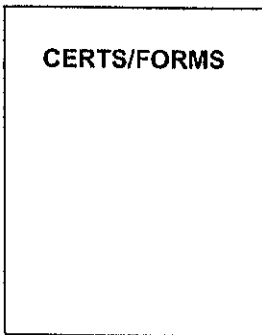
Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611



Authorized Signature

NON-COMMERCIAL
AIRCRAFT POLICY
No. NC-170112777900

Avemco Insurance Company
8490 Progress Drive, Suite 100
Frederick, MD 21701



Phone: 800 638 8440 Fax: 800 863 3338

CHANGED DATA PAGE

1. Policyholder and Address: Charles Schindler
923 Skipper Ave
Fort Walton Beach, FL 32547-0000

2. Lienholder and Address:

3. Policy Period : Mo. Day Yr. To Mo. Day Yr. (12:01 A.M. to 12:01 A.M. local time at **your** address)

07/03/2018 To 10/05/2018

4. Aircraft Description: Reg. No.: N7U
Year Make and Model Based In MS
1978 BEECH B-60

5. Insurance is provided for the coverages for which limits of liability are shown below:

COVERAGES		LIMITS OF LIABILITY			ANNUAL PREMIUMS
A	Bodily Injury (Including Occupants) and Property Damage Liability	\$ 100,000 each person	\$ 1,000,000 property damage	\$ 1,000,000 each accident	\$664.00
B	Aircraft Damage (Including In Flight) Less deductible	\$ 130,000 insured value	\$ 0 not in motion deductible	\$ 0 in motion deductible	\$3,157.00
C	Medical Expenses	\$ 3,000 each occupant			Included
Endorsements at time of issue: MS0001,F232,F236,133801 This policy includes these premium credits: Hangar; Claims Free; ; Safety Rewards (flight training & risk management)					
TOTAL PREMIUM					\$3,821.00
The limits shown are the limits you have selected. OTHER LIMITS ARE AVAILABLE. If you wish to change these limits, please contact us .					
TOTAL					\$3,821.00

6. Approved Pilot(s): This policy applies when **your insured aircraft is in flight**, only while being operated by one of the following pilots who holds a currently effective Pilot Certificate (unless a pre-solo student pilot) issued by the **FAA**:

Continued on back, if applicable

This Data Page Reflects the changes requested by **you** and replaces the Data Page, for the **insured aircraft** shown above, in **your** possession effective the first date shown in item 3 above.

Change Description: Amended the mailing address as requested.

COUNTERSIGNED: _____ 07/02/2018 BY _____

Marci Lyn Keronec

(Authorized Signature)

6. Approved Pilots (continued) --

- A. Charles Schindler
When acting as pilot in command must have successfully completed an Instrument Proficiency Check in the insured aircraft (or one of the same make and model) within the past 12 months preceding each flight. This check must be given by an FAA Inspector, an FAA approved Check Pilot, or a Certificated Instrument Flight Instructor and be noted in the pilot's logbook. This check may be taken in a cockpit systems simulator that is designed to simulate the same make and model as the insured aircraft if conducted by an FAA approved facility.
- B. Commercial pilots in the employ of an FAA approved aircraft repair station in connection with inspections or repairs to be or that have been performed on the insured aircraft; or, by an FAA inspector or any Certificated Flight Instructor while accompanied by an approved pilot for the purpose of instructing that person
- C. Any other Commercial or Airline Transport Pilot not named in "A" who meets all of the following requirements:
1. holds an airplane multi engine land rating;
 2. holds an instrument rating;
 3. has a current and effective medical certificate;
 4. satisfies the FAA's flight review requirements;
 5. is current in make and model;
 6. has at least the following logged pilot time:
 - a. 2500 total hours;
 - b. 500 hours in multi engine aircraft;
 - c. 100 hours in the same make and model as the insured aircraft.

Additional Policyholders:

None

Additional Lienholders:

None

Dave Miner

From: Krystal King
Sent: Tuesday, July 10, 2018 10:27 AM
To: Dave Miner
Subject: RE: Schindler - Exchange of Interests As To Delta Southern & Destin Aero

This meets the CGL section of the Contract.

Krystal King

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

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

From: Dave Miner
Sent: Tuesday, July 10, 2018 10:26 AM
To: Krystal King <kking@myokaloosa.com>
Subject: FW: Schindler - Exchange of Interests As To Delta Southern & Destin Aero

From: Dave Miner
Sent: Thursday, July 05, 2018 4:23 PM
To: Laura Porter <lporter@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: FW: Schindler - Exchange of Interests As To Delta Southern & Destin Aero

Ms. Porter:

COIs are attached on this e-mail, sorry.

Dave

From: Dave Miner
Sent: Thursday, July 05, 2018 4:03 PM
To: Laura Porter <lporter@myokaloosa.com>



DELTSOU-01

CBOWMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2018

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

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

PRODUCER Acentria Insurance - Destin Office 4634 Gulfstarr Drive Destin, FL 32541	CONTACT NAME: PHONE (A/C, No, Ext): (850) 650-1950		FAX (A/C, No): (850) 650-9288
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Scottsdale Insurance Company			41297
INSURED Delta Southern, LLC 302 Sand Myrtle Trail Destin, FL 32541	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

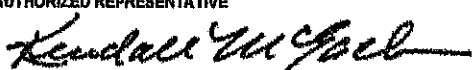
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			CPS2857758	07/03/2018	07/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc #1, Bldg #1, 1001 Airport RD, Unit 5-1001, Destin, FL, 32541

Certificate holder is additional insured as required my written contract or agreement

Cancellation: 30 Days notice; except 10 Days for Non Payment of Premium

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County 5479 A Old Bethal Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

Procurement/Contract/Lease Number: L17-0455-AP Tracking Number: 304448
Procurement/Contractor/Lessee Name: Delta Southern Grant Funded: YES ___ NO X
Purpose: Amendment
Date/Term: 2-7-37
Amount: _____
Department: AP
Dept. Monitor Name: Stase

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-18-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal funds

Grants Coordinator Danielle Garcia Date: _____

Risk Management Review

Approved as written: see email attached

Risk Manager or designee Laura Porter or Krystal King Date: 6-13-18

County Attorney Review

Approved as written: see email attached

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 6-29-18

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, June 29, 2018 2:40 PM
To: Tracy Stage; Robert "Chad" Rogers; Dave Miner; DeRita Mason; Greg Kisela; Mike Stenson
Subject: Fwd: Delta Southern Lease Expansion
Attachments: Delta Southern - Consent to Lease Amend One - 2018-06-29.pdf; ATT00001.htm; Delta Southern - Lease Amend One - 2018-06-29 - Signed by Delta Southern.pdf; ATT00002.htm

Attached are the executed lease amendments... original will be to you shortly. If we can get this on the next agenda then we can finally move forward. It's approved for legal purposes

Sent from my iPhone

Begin forwarded message:

From: Jeremy Cranford <JCranford@flaattorney.com>
Date: June 29, 2018 at 2:34:33 PM CDT
To: "Parsons, Kerry" <KParsons@ngn-tally.com>
Subject: RE: Delta Southern Lease Expansion

Dear Ms. Parsons,

RE: Delta Southern Lease Expansion

Please find, attached:

1. "Delta Southern - Consent to Lease Amend One - 2018-06-29.pdf" and
2. "Delta Southern - Lease Amend One - 2018-06-29 - Signed by Delta Southern.pdf".

Please assist us with pursuing the earliest agenda possible.

Thank you!

Sincerely,
Jeremy T. Cranford

Jeremy T. Cranford, Attorney, LL.M. (Real Estate)
Board Certified Specialist in Real Estate Law
Ward & Ketchersid, P.A.
1241 Airport Rd., Ste. H, Destin, FL 32541
850.837.5507 | Fax: 850.650.9659
jcranford@flaattorney.com
www.flattorney.com
Licensed in Florida & Missouri

This email message is being sent from an Attorney with the law firm of Ward & Ketchersid, P.A. (the "Firm") who is likely to be acting on behalf of a client thereof. First and because this email is likely to contain confidential and/or privileged information, please protect the information contained herein from being accessed or accessible by any other person. Second, if you have any reason to believe you should not have received this email message, please inform the Firm immediately and delete/destroy all copies hereof. Third and if you are not presently a client of the Firm, unless this email contains a specific statement that you

DeRita Mason

From: Krystal King
Sent: Tuesday, June 19, 2018 7:37 AM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Lynn Hoshihara; Laura Porter
Subject: RE: AOL Maynard to Breshan for Coordination

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: DeRita Mason
Sent: Monday, June 18, 2018 7:24 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>; Krystal King <kking@myokaloosa.com>
Subject: FW: AOL Maynard to Breshan for Coordination

Please review the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Friday, June 15, 2018 4:33 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Maynard to Breshan for Coordination

DeRita:

Please start the coordination for the attached assignment of lease from Jerry M. Maynard to Breshan Enterprises, LLC.

Thank you.

Dave

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: delta* souther* llc*

Your search for "delta* souther* llc*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	SOUTHERN DELTA CONSTRUCTION LLC	Status: Active
DUNS: 803454334	CAGE Code: 4YWF1	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 11/07/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

Search Results

Entity

- Vendor Name
- Status
- DUNS
- CAGE Code
- DoDAAC
- Active
- Exclusion?
- Address
- City
- State/Province
- ZIP Code
- Country
- Delinquent
- Federal Debt

Exclusion

Search Filters

- By Record Status
- By Record Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW1

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: TBD Tracking Number: 2121-17
Contractor/Lessee Name: Delta Southern, LLC Grant Funded: YES ___ NO X
Purpose: Aircraft lease

Date/Term: 20 years from date of Board Approval 1. GREATER THAN \$50,000
Amount: \$ 7,302.00 annuity plus tax 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: Stacy/miner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

Ch - Bond Date: 11/10/2016
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written: With COI for \$1M Aircraft + Public Liability ins.

Laura J. Porter Date: 11/21/16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

see email dated 11/21/2016
Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager Date: _____

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 21, 2016 2:46 PM
To: Dave Miner; Charles Powell; Zan Fedorak
Cc: Stephanie Herrick; Lynn Hoshihara
Subject: RE: New Hangar Lease
Attachments: Hangar Lease Delta Southern.pdf; Hanagr Lease Charles Schindler.doc

The Delta Southern, LLC Lease for Hangar Space is hereby approved for legal sufficiency.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, November 15, 2016 5:45 PM
To: Charles Powell; Zan Fedorak
Cc: Stephanie Herrick; Parsons, Kerry
Subject: New Hangar Lease

Charles:

I have a new hangar lease attached for coordination. You will receive the original in distro tomorrow.

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."

Contract # L17-0455-AP
DELTA SOUTHER, LLC
HANGAR LEASE
EXPIRES: 02/07/2037 W/OPTIONAL 20 YR RENEWAL


LEASE FOR HANGAR SPACE

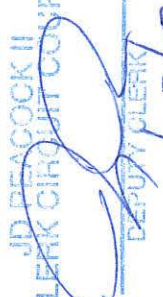
BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

DELTA SOUTHERN, LLC



CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY  DEPUTY CLERK
DATE 2/1/17

This LEASE FOR HANGAR SPACE, fully executed this 8th day February, 2017, 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 DELTA SOUTHERN, LLC., (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin Executive Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 3 Lots 3, 4, and 5 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) 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 (certificate of insurance) 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 be for a term of TWENTY (20) years and shall take effect on the date of Board approval.

SECTION 2: AIRCRAFT OWNERSHIP

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

LESSEE's aircraft is sold, crashed, or not operational 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

Lessee must have the hangar diagram(s) approved by County prior to construction. Lessee shall begin construction of the new hangar no later than January 1, 2018 and Lessee shall complete hangar construction no later than July 1, 2020, subject to any delays beyond Lessee's control. 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. Ground rent on the new hangar will be adjusted in accordance with the square footage (footprint) of the new hangar at the current appraisal rate.

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 a biannual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed biannually, in advance, in November and May and is payable to the Okaloosa County, Okaloosa County Airports, 1701 Highway 85 North Suite 1, Eglin Air Force Base, Florida, 32542-1498. The lease includes Lot 3 at 1,623 sf, Lot 4 at 1,623 sf, and Lot 5 at 1,623 sf more or less for a total of FOUR THOUSAND EIGHT HUNDRED SIXTY EIGHT (4868) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total biannual cost of THREE THOUSAND SIX HUNDRED FIFTY ONE DOLLARS (\$3,651.00) 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. 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.

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 & ASSESSMENTS

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

SECTION 14: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the initial 20 year term a new lease fee will be established upon assignment or transfer based on an independent appraisal conducted at the direction of the COUNTY. LESSEE shall have thirty (30) days from the furnishing of the copy of the appraisal to exercise a right of transfer or assign. Otherwise, the transfer or assignment

shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded. Following the initial 20 year term, rent will be based on the ground values by an independent appraisal. Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this LEASE or any portion of this LEASE at any given time without prior written consent of COUNTY.

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

The 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 32542-1498. The address of the LESSEE is: Delta Southern, LLC, Charles Schindler, 236 Matties Way, Kelly Plantation, FL 32541.

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:

OKALOOSA COUNTY
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH, Suite 1
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 3 Lot 3, 4, & 5: Commence at the most Northwesterly corner of Kell Aire Estates, Plat book 4, Page 71 of the Public Records of Okaloosa County, Florida, said point being on the North Right-of-Way line of Airport Road; Thence N78°32'07"W. coincident with the said North Right-of-Way 349.40 feet; Thence leaving said Right-of-Way N33°58'07"W, 1803.92 feet; Thence N53°18'47"E, 13.86 feet to the Point of Beginning; Thence the following courses and distances: N53°18'47"E, 130.50 feet; N36°41'13"W, 37.30 feet; S53°18'47"W, 130.50 feet; S36°41'13"E, 37.30 feet to the Point of Beginning. Containing 4868 Square Feet of Land, More or Less. With each lot being 1623 Square Feet equally.

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.

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel
Chairman, Board of County Commissioners
Date: 8 Feb 17



ATTEST:

Henry J. Stafford
H.D. Peacock II
Clerk of Circuit Court
Date: 2/8/17



DELTA SOUTHERN, LLC

Charles Schindler

Charles Schindler

Date: _____

Stephanie D. [Signature]

WITNESS

[Signature]

WITNESS

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES SCHINDLER 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 29 day of December 2016, AD.

[Signature]

NOTARY

My Commission expires: 8-29-17



ROBIN KEITH
MY COMMISSION # FF 049910
EXPIRES: August 29, 2017
Bonded Thru Budget Notary Services

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 1/24/2017

CERTIFICATE HOLDER:

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

POLICY HOLDER:

Delta Southern Chemical, LLC
P.O. Box 632
Shelby, MS 38774

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: P&B - Airplane

Insurance Company: Old Republic Insurance Company

Policy Number: AV 12101101

Policy Period: 4/7/2016 to 4/7/2017

Aircraft: 1974 Piper PA-31T-620 Cheyenne II, N113RC / 1968 Beech Baron 55, N7680N

Aircraft Liability -

Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Each Occurrence / \$100,000 Each Passenger

Premises Liability -

Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Each Occurrence

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

Policy Type: Property

Insurance Company: Illinois National Insurance Company

Policy Number: TBA 06-LX-090002597-0

Policy Period: 1/24/2017 to 1/24/2018

Building #1 - 4,868 sq ft metal hangar \$100,000 Insured Value

Replacement Cost w/ Deductibles: \$1,000 Each Occurrence

Additional Insured - Okaloosa County is included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

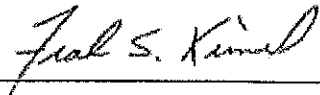
Loss Payable - Payments for loss covered under the Physical Damage coverage will be made payable to Delta Southern Chemical, LLC and Okaloosa County in an amount not to exceed the Insured Value.

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611


Authorized Signature