

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/20/2018

Contract/Lease Control #: L10-0369-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: KRS EXPRESS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 9/18/2018

Expiration Date: 07/15/2025

Description of Contract/Lease: DAP HANGAR LEASE BLOCK 2, LOT 3

Department: AIRPORT

Department Monitor: T. STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



TITAAVI-01

NSAXENA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2021

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 Avsurance Corporation 47 W. Ellsworth Rd. Ann Arbor, MI 48108	CONTACT NAME: Nish Saxena	FAX (A/C, No.): (734) 663-8296	
	PHONE (A/C, No, Ext): (800) 472-7090	E-MAIL ADDRESS: avsurance@avfuel.com	
INSURED Titan Aviation, LLC and KRS Express, Inc. Kim R Smith 3511 Silverside Rd, Suite 105 Wilmington, DE 19810	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Endurance American Ins. Co.		10641
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER	
A	Aircraft Hull & Liab		X	NAB 6035318	9/20/2020	9/20/2021	N193SE - Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Board of County Commissioners is an additional insured with regar

Aircraft Liability Limit: \$1M CSL
Aircraft Hull: \$1,290,000, Deductibles: NIM - \$5,000 / IM - \$5,000

CONTRACT#: L10-0369-AP
KRS EXPRESS
DAP HANGAR LEASE BLOCK 2 LOT 3
EXPIRES: 07/15/2025

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin A F B, FL 32542-1498	CANCELLED 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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CA #2

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: December 18, 2018
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: KRS Express Amendment Three to Hangar Lease
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for KRS Express Amendment Number Three to hangar lease at the Destin Executive Airport for Block 2 Lot 3 (L10-0369-AP).


BACKGROUND: On September 18, 2018, the County approved an assignment of lease from Allied Global Ventures to KRS Express for Block 2 Lot 3 at the Destin Executive Airport. The expiration date of the lease was annotated incorrectly. The Airports Department is requesting the Board to correct the typographical error of the expiration date from July 25, 2025 to the correct expiration date of July 15, 2025. The certificate of insurance is attached along with the procurement contract lease internal coordination sheet.

FUNDING SOURCE, (If Applicable): N/A

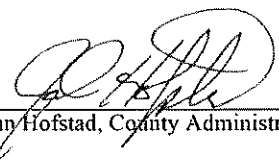
OPTIONS: Approve, Reject or Table.


RECOMMENDATIONS: It is Staffs recommendation that the Board approve KRS Express Amendment Number Three to correct the typographical error.

RECOMMENDED BY:


Tracy Stage, Airport Director 12/11/2018

APPROVED BY:


John Hofstad, County Administrator 12/11/2018

SEALED


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

Procurement/Contract/Lease Number: L10-0369-RFP Tracking Number: 3142-19
Procurement/Contractor/Lessee Name: KRS Express, Inc Grant Funded: YES ___ NO X
Purpose: Amendment three
Date/Term: 7-15-25 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: RFP 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 10-2-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 10-16-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 10-16-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 16, 2018 9:36 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: KRS Express Amendment Three B 3 L 2 for Coordination

This is approved for legal and risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, October 16, 2018 10:16 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: KRS Express Amendment Three B 3 L 2 for Coordination

I can't seem to find the approval on this, do you mind resending.

Thanks,

DeRita

From: Dave Miner
Sent: Tuesday, October 02, 2018 1:07 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: KRS Express Amendment Three B 3 L 2 for Coordination

DeRita:

Please start the coordination for the attached KRS Express amendment (L10-0369-AP).
Thank you.

Dave

AMENDMENT OF LEASE L10-0369-AP
KRS EXPRESS, INC. HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Amendment Number Three, made and entered into this 18th day of December, 2018, hereby amends Lease L10-0369-AP ("Lease Agreement"), dated September 18, 2018, by KRS Express, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease and Amendment on September 18, 2018, for hangar Lease Agreement, L10-0369-AP; and

WHEREAS, County and Lessee desire to correct a typographical error in the Assignment of Lease from Allied Global Ventures, LLC to KRS Express, Inc. dated September 18, 2018.

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

AMENDMENT

L10-0369-AP is hereby amended as follows:

1. The expiration date in Assignment of Lease and Amendment dated September 18, 2018 states July 25, 2025 and the correct expiration date is July 15, 2025.
2. 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)

KRS

LESSEE

Kim Smith
KRS Express, Inc.
Kim Smith
Date: 10/17/18

ATTEST:

C. R. B. K.
Witness

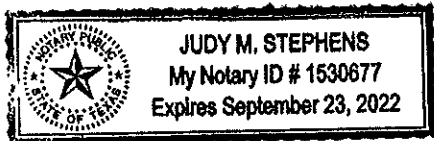
Cam Hendon
Witness

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Rusk

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared KIM SMITH 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 18 day of Oct, 2018, AD.




Judy M. Stephens
NOTARY

My Commission Expires: 9-23-2022

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


OKALOOSA COUNTY, FLORIDA



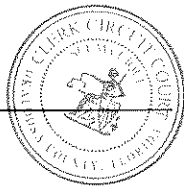
Graham W. Fountain
Chairman, Board of County Commissioners
Date: 12/18/18



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



Key

Dave Miner

From: Krystal King
Sent: Wednesday, September 5, 2018 11:28 AM
To: Dave Miner; Laura Porter
Subject: RE: COI KRS Express for Compliance

Meets lease requirements.

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

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

From: Dave Miner
Sent: Thursday, August 30, 2018 5:16 PM
To: Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>
Subject: COI KRS Express for Compliance

Good Afternoon:

Please review the attached COI for KRS Express for an assignment of lease from Allied Global (L10-0369-AP) to KRS Express and let us know if the COI complies with requirements.

Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.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."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2018

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 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 Avsurance Corporation 47 West Ellsworth Road Ann Arbor, MI 48108 Edmund Underwood		CONTACT NAME: Donia Perin PHONE (A/C, No, Ext): 800-472-7090 FAX (A/C, No): 734-663-8296 E-MAIL: avsurance@avfuel.com ADDRESS: PRODUCER CUSTOMER ID #: KRSEXPR	
INSURED KRS Express, Inc. 1155 East Johnson Street Tatum, TX 75691-1908		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Company	NAIC # 19437
		INSURER B: Starr Indemnity & Liability Co	NAIC # 38318
		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 SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		1000222858-03	06/14/2018	06/14/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COM/OP AGG \$ 5,000,000 HKLL \$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					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 DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property	X	02-LX-066415235-2	01/22/2018	01/22/2019	Building 325,000
B	Aircraft	X	1000223243-03	06/25/2018	06/25/2019	See Notes

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

Certificate holder is Additional Insured as Lessor with respects to the building insured located at Destin Executive Airport: 1001 Airport Rd, Lot 2, Block 4.
No coverage with respects to Wind & Hail
-KLL- Hangarkeepers Liability Limit: Limit is Each aircraft/Each loss.

CERTIFICATE HOLDER

OKALOOS

Okaloosa County
Dave Miner
5479 A Old Bethel Rd.
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
Edmund Underwood

NOTEPAD

INSURED'S NAME KRS Express, Inc.

KRSEX
OP ID: DMM

PAGE 2
Date 06/14/2018

Aircraft (N85KS): Insured value of \$300,000; Liability Limit: \$1,000,000
Excluding passengers; Deductibles: IM-Nil/NIM-Nil.

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 27, 2018 12:45 PM
To: Dave Miner
Cc: Tracy Stage; Allyson Oury
Subject: RE: Amendment of Lease L10-0369-AP

It is fine as is

From: Dave Miner [mailto:dminer@myokaloosa.com]
Sent: Tuesday, November 27, 2018 1:34 PM
To: Parsons, Kerry
Cc: Tracy Stage; Allyson Oury
Subject: FW: Amendment of Lease L10-0369-AP

Ms. Parsons:

Is this OK or should I ask them for another signed document?

Dave

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

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

From: Dave Miner
Sent: Thursday, November 1, 2018 4:57 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Tracy Stage <tstage@myokaloosa.com>
Subject: Amendment of Lease L10-0369-AP

Ms. Parsons:

I received the attached signed amendment today from Mr. Matthews office. Mr. Smith signed the document on October 17, 2018 and it was notarized on October 18, 2018. Is this OK or should I request Mr. Smith to sign another set of documents.

Thank you.

Dave

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

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

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

AMENDMENT OF LEASE L10-0369-AP
KRS EXPRESS, INC. HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Amendment Number Three, made and entered into this 18th day of December, 2018, hereby amends Lease L10-0369-AP ("Lease Agreement"), dated September 18, 2018, by KRS Express, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease and Amendment on September 18, 2018, for hangar Lease Agreement, L10-0369-AP; and

WHEREAS, County and Lessee desire to correct a typographical error in the Assignment of Lease from Allied Global Ventures, LLC to KRS Express, Inc. dated September 18, 2018.

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

AMENDMENT

L10-0369-AP is hereby amended as follows:

1. The expiration date in Assignment of Lease and Amendment dated September 18, 2018 states July 25, 2025 and the correct expiration date is July 15, 2025.
2. 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)



LESSEE

Kim Smith
KRS Express, Inc.
Kim Smith
Date: 10/17/18

ATTEST:

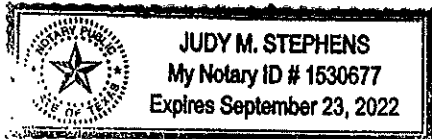
C. R. B. K.
Witness
Cam Hendrix
Witness

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Rusk

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared KIM SMITH 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 18 day of October, 2018, AD.

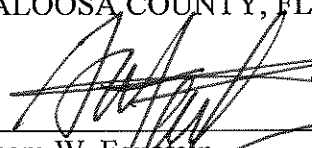


Judy M. Stephens
NOTARY

My Commission Expires: 9-23-2022

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: 12/18/18

ATTEST:



J.D. Peacock II
Clerk of Circuit Court



AMENDMENT OF LEASE L10-0369-AP
KRS EXPRESS, INC. HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

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2. 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)

X

LESSEE

Kim Smith
KRS Express, Inc.
Kim Smith
Date: 10/17/18

ATTEST:

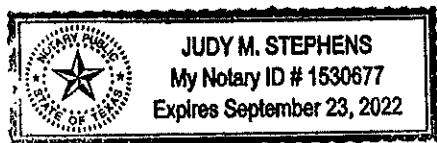
C. R. Burk
Witness
Cam Alonzo
Witness

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Rusk

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared KIM SMITH 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 18 day of October, 2018, AD.



Judy M. Stephens
NOTARY

My Commission Expires: 9-23-2022

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

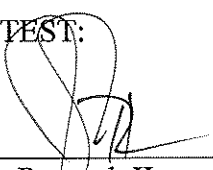
OKALOOSA COUNTY, FLORIDA



Graham W. Fountain
Chairman, Board of County Commissioners
Date: 12/18/18



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



KPJ

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/18/14

Contract/Lease Control #: L10-0369-AP (ASSIGNED FROM L09-0353-AP)

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: ~~1001 AIRPORT RD BLK 2 LOT 3, LLC~~ Allied Global Ventures

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 6/7/2010

Expiration Date: 07/15/2025

Description of Contract/Lease: DAP HANGAR LEASE, BLOCK 2 LOT 3

Department Manager: AP

Department Monitor: Harman

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: S Harman@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/27/2017

Contract/Lease Control #: L10-0369-AP

Bid #: NA

Contract/Lease Type: REVENUE

Award To/Lessee: ALLIED GLOBAL VENTURES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/07/2010

Expiration Date: 07/15/2025

Description of Contract/Lease: DAP HANGAR LEASE, BLOCK 2 LOT 3

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-24-2018

Contract/Lease Control #: L10-0369-AP

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: KRS EXPRESS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/18/2018

Expiration Date: 07/15/2025

Description of Contract/Lease: DAP HANGER LEASE BLOCK 2 LOT 3

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: L10-0369-AP Tracking Number: 3108-18
Procurement/Contractor/Lessee Name: Allied Global Grant Funded: YES ___ NO X
Purpose: AOL to KRS Express
Date/Term: 7-25-25 1. GREATER THAN \$100,000
Amount: 8,004 annually tax 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: Stoge

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-31-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)
Approved as written: no federal funds
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review
Approved as written: see email attached
Date: 9-5-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review
Approved as written: see email attached
Date: 8-31-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance
Document has been received:
Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, August 31, 2018 8:43 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Krystal King; Laura Porter
Subject: RE: AOL Allied Global to KRS Express for Coordination

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Friday, August 31, 2018 9:27 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Krystal King; Laura Porter
Subject: FW: AOL Allied Global to KRS Express for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Thursday, August 30, 2018 5:08 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: AOL Allied Global to KRS Express for Coordination

DeRita:

Please send the attached AOL Allied Global to KRS Express out for coordination.
Thank you.

Dave

David E. Miner

DeRita Mason

From: Krystal King
Sent: Wednesday, September 05, 2018 11:26 AM
To: DeRita Mason
Subject: RE: AOL Allied Global to KRS Express 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: Wednesday, September 05, 2018 10:48 AM
To: Krystal King <kking@myokaloosa.com>
Subject: FW: AOL Allied Global to KRS Express for Coordination

I wasn't sure if you saw this or not, please review and approve.

Thank you,

From: DeRita Mason
Sent: Friday, August 31, 2018 8:27 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>
Subject: FW: AOL Allied Global to KRS Express for Coordination

Please review and approve the attached.

Thank you,

Dave Miner

From: Krystal King
Sent: Wednesday, September 5, 2018 11:28 AM
To: Dave Miner; Laura Porter
Subject: RE: COI KRS Express for Compliance

Meets lease requirements.

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

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

From: Dave Miner
Sent: Thursday, August 30, 2018 5:16 PM
To: Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>
Subject: COI KRS Express for Compliance

Good Afternoon:

Please review the attached COI for KRS Express for an assignment of lease from Allied Global (L10-0369-AP) to KRS Express and let us know if the COI complies with requirements.

Thank you.

Dave

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

Please change your address list and contacts to my new e-mail address: dminer@myokaloosa.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."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2018

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 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 Avsurance Corporation 47 West Ellsworth Road Ann Arbor, MI 48108 Edmund Underwood	CONTACT NAME: Donia Perin PHONE (A/C, No, Ext): 800-472-7090 FAX (A/C, No): 734-663-8296 E-MAIL ADDRESS: avsurance@avfuel.com PRODUCER CUSTOMER ID #: KRSEXPR														
INSURED KRS Express, Inc. 1155 East Johnson Street Tatum, TX 75691-1908	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Co</td> <td style="text-align: center;">38318</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: Lexington Insurance Company	19437	INSURER B: Starr Indemnity & Liability Co	38318	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1000222858-03	06/14/2018	06/14/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 5,000,000 HKLL \$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 DEDUCTIBLE \$ 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				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property	X		02-LX-066415235-2	01/22/2018	01/22/2019	Building 325,000
B	Aircraft	X		1000223243-03	06/25/2018	06/25/2019	See Notes

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is Additional Insured as Lessor with respects to the building insured located at Destin Executive Airport: 1001 Airport Rd, Lot 2, Block 4.
 No coverage with respects to Wind & Hail.
 HKLL- Hangarkeepers Liability Limit: Limit is Each aircraft/Each loss.

CERTIFICATE HOLDER OKALOOS Okaloosa County Dave Miner 5479 A Old Bethel Rd. 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 Edmund Underwood
---	--

NOTEPAD

INSURED'S NAME KRS Express, Inc.

KRSEA
OP ID: DMM

PAGE 2
Date 06/14/2018

Aircraft (N85KS): Insured value of \$300,000; Liability Limit: \$1,000,000
Excluding passengers; Deductibles: IM-Nil/NIM-Nil.

**CONSENT TO ASSIGNMENT OF ORIGINAL LEASE, AS AMENDED, AND SECOND
AMENDMENT L10-0369-AP
ALLIED GLOBAL VENTURES, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Consent to Assignment of Original Lease, as amended, and Second Amendment ("Second Amendment"), made and entered into this 18th day of September, 2018, hereby approves of the assignment between Allied Global Ventures, LLC ("Lessee/Assignor") and KRS Express, Inc ("Sublessee/Assignee"), and amends Lease L10-0369-AP ("Lease Agreement"), dated August 12, 2014, by Allied Global Ventures, LLC ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County"). Lessee/Assignor, Sublessee/Assignee and County may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, on or about July 15, 1980, the County of Okaloosa, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter "Okaloosa County") and George Rush ("Rush") entered into a Hangar Lease (the "Original Lease") for that certain location designated as Block 3, Lot 2, as shown on Plat No. 1 of the Destin/Ft. Walton Beach Airport for a term of fifteen (15) years, said Lease terminating July 14, 1995; and

WHEREAS, on or about March 3, 1987, Okaloosa County and Rush amended the Original Lease by that certain Supplemental Agreement Number One to Hangar Lease Dated July 15, 1980 ("Supplemental Agreement Number One") which changed the terms of the Original Lease from fifteen (15) years to twenty (20) years, and a new Lease termination date of July 14, 2000;

WHEREAS, on or about January 8, 1991, Rush assigned his interest in the Original Lease and Supplemental Agreement Number One to Fox Airways ("Fox Airways"), which was approved by Okaloosa County; and

WHEREAS, on or about April 17, 1997, Fox Airways assigned its interest in the Original Lease and Supplemental Agreement Number One to A.L. Hilpert ("Hilpert"), which was approved by Okaloosa County; and

WHEREAS, on or about April 7, 1998, Okaloosa County and Hilpert amended the Original Lease by that certain Supplemental Agreement Number Two to Original Lease Dated July 15, 1980 ("Supplemental Agreement Number Two") which, among other things, (i) extended the term of the Lease Until July 14, 2005; (ii) increased rent to \$.35 per square foot (5000 sq. ft.) equaling \$1,650.00 per year; and (iii) added a CPI rent escalator for each 5 year period until expiration of the Lease; and

WHEREAS, on or about June 1, 1999, the Original Lease was amended by that certain Supplemental Agreement Number Three to Original Lease Dated July 15, 1980 ("Supplemental

Agreement Number Three”) executed by Okaloosa County and Hilpert, wherein Cynthia C. Hilpert was added as a joint Lessee; and

WHEREAS, on or about March 15, 2005, A.L. Hilpert and Cynthia Hilpert assigned their interest in the Original Lease, Supplemental Agreement Number One, Supplemental Agreement Number Two and Supplemental Agreement Number Three to David J. Wagner and Joyce M. Wagner (“Wagner”), which was approved by Okaloosa County with conditions, some of which were (i) extending the Lease term to July 15, 2025; (ii) increasing rent to \$1.60 sq. ft. annually (4750 sq. ft.) equaling \$7,600.00 per year; (iii) CPI annual rent escalation; (iv) \$1,000.00 transfer/assignment fees to Okaloosa County; (v) 20 year option to renew; among other things; and

WHEREAS, on or about December 6, 2005, Wagner assigned their interest in the Original Lease, Supplemental Agreement Number One, Supplemental Agreement Number Two and Supplemental Agreement Number Three to Olson-Phillips Aviation, LLC (“Olson-Phillips”); and

WHEREAS, on or about April 6, 2009, Olson-Phillips assigned its interest in the Original Lease, Supplemental Agreement Number One, Supplemental Agreement Number Two and Supplemental Agreement Number Three to Trustmark National Bank (“Trustmark”), which was approved by Okaloosa County conditioned upon initial annual rent at \$2.15 per sq. ft. (4750 sq. ft.) equaling \$10,212.50 per year, with annual CPI rent escalation; and

WHEREAS, on or about June 2, 2010, Trustmark assigned its interest in the Original Lease, Supplemental Agreement Number One, Supplemental Agreement Number Two and Supplemental Agreement Number Three to 1001 Airport Rd Blk 2 Lot 3, LLC (“Airport LLC”), which was approved by Okaloosa County; and

WHEREAS, on or about June 6, 2013, the Original Lease was amended by that certain Amendment Number Four to Hangar Lease Between Board of County Commissioners, Okaloosa County, Florida and Airport LLC (“Amendment Number Four”) which addressed Airport LLC’s appointment of a new Manager, to wit: Lisa P. Colomb, due to the passing of David R. Colomb, its previous Manager; and

WHEREAS, on or about August 12, 2014, Airport LLC assigned its interest in the Original Lease, Supplemental Agreement Number One, Supplemental Agreement Number Two, Supplemental Agreement Number Three and Amendment Number Four to Allied Global Ventures, LLC (“Allied Global”), which was approved by Okaloosa County with certain conditions, to wit: (i) rent increased to \$2.50 sq. ft. (5376 sq. ft.) equaling \$13,440.00 per year; (ii) annual fair market value increases; among other things; and

WHEREAS, on or about February 22, 2017, Okaloosa County and Allied Global amended the Original Lease by that certain Amendment One of Lease L10-0369-AP Allied Global Ventures, LLC Hangar Lease at the Destin Executive Airport (“Amendment One of Lease L10-0369-AP”) which addressed Allied Global’s desire to Opt-In to the Tiered Buy-Down Program approved by the Board of County Commissions on November 15, 2016, and imposed new conditions, to wit:

(i) rent was reduced to \$1.50 sq. ft. (5,376 sq. ft.) equaling \$8,064.00 sq. ft. per year; (ii) rent increase or decrease per future appraisal by County; among other things; and

WHEREAS, the Original Lease, Supplemental Agreement Number One, Supplemental Agreement Number Two, Supplemental Agreement Number Three, Amendment Number Four, and Amendment One of Lease L10-0369-AP, are collectively referred to hereafter as the "Assigned Lease"; and

WHEREAS, the current expiration date of the Assigned Lease is July 15, 2025, with a 20 year option to renew Term; and

WHEREAS, Lessee/Assignor desires to assign its interest in the Assigned Lease to Sublessee/Assignee; and

WHEREAS, in accordance with Section 14 of the March 15, 2005 Assignment of Lease, Lessee/Assignor is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

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

WHEREAS, on November 18, 2016 the County approved a Tiered Buy-Down Option Program; and

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

WHEREAS, in consideration of the County's consent to the Assigned Lease, the County desires to include additional revisions to the Assigned Lease.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the executing Parties consent to and agree to the following:

1. The above-referenced recitals are true, correct and incorporated herein by reference.

CONSENT TO ASSIGNMENT

2. In accordance with Section 14 of L10-0369-AP, the County hereby consents to this assignment of the Lessee/Assignor interest in the Assigned Lease to KRS Express, Inc. ("Sublessee/Assignee). Sublessee/Assignee by execution of this Consent to Assignment of Original Lease, as amended, and Second Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Original Lease, as may be amended from time to time, and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the Original Lease, supplemental agreements, and assignment of leases.

AMENDMENT TO THE LEASE AGREEMENT

3. L10-0369-AP is hereby amended as follows:
- a. Section 6a titled "Ground Lease" of L10-0369-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes FIVE THOUSAND THREE HUNDRED SEVENTY SIX (5,376) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of EIGHT THOUSAND SIXTY FOUR DOLLARS (\$8,064.00) plus state sales tax and County non-ad valorem taxes.

- b. Section 19 titled "Notices" of L10-0369-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: KRS Express, Inc, Kim Smith, 1155 E. Johnson Street, Tatum, TX 75691.

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

5. The amounts due County for the Assigned Lease are current through July 24, 2019.

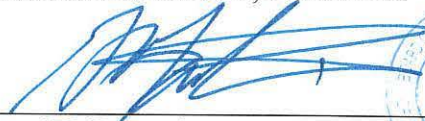
6. All other provisions of the Original Lease, as amended, supplemented and assigned, are hereby ratified by Lessor/County, Lessee/Assignor, and Sublessee/Assignee, and shall remain in full force and effect through the duration of the Lease term, to wit: July 25, 2025.

(The remainder of this page intentionally left blank)

(Signatures appear on following pages)

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA




Graham W. Fountain
Chairman, Board of County Commissioners

Date: 9/19/19



ATTEST:


J.D. Peacock II
Clerk of Circuit Court



LESSEE

Bart Rice

Allied Global Ventures, LLC

Bart Rice

Date: August 29, 2018

ATTEST:

Jenny L. Ingraham
Witness

Tammy S. Amaru
Witness

Tammy S. Amaru

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 BART RICE 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 August, 2018, AD.



M Schmidt

NOTARY

My Commission Expires: 9-9-19

ASSIGNEE

Kim Smith

KRS Express, Inc

Kim Smith

Date: 8-29-2018

ATTEST:

Cody R. Baker

Witness Cody R. Baker

Charles E. Williamson

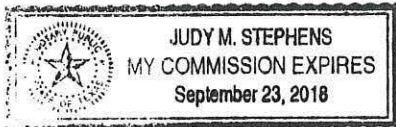
Witness Charles E. Williamson

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Rusk

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

Sworn and subscribed before me this 29th day of August, 2018, AD.



Judy M. Stephens
NOTARY

My Commission Expires: 9-23-2018

Exhibit "A"

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees to comply with the following 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 subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

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

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

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

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

Includes work performed in the United States.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>L10-0369-AP</u>	Tracking Number: <u>2201-71</u>
Contractor/Lessee Name: <u>Allied Global Ventures</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Amendment exe</u>	
Date/Term: <u>7-15-25</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$8,064.00 annually plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stacy/miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

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

Risk Management Review	
Approved as written:	
<u>Laura J. Porter</u> Risk Manager or designee	Date: <u>1/18/2017</u> Laura Porter or Krystal King

County Attorney Review	
Approved as written:	
<i>See approval dated 1/10/2017</i>	
County Attorney	Date: _____ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

Dave Miner

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

These are approved for legal sufficiency.

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

Ms. Parsons:

Changes accepted.

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

Thank you.

Dave

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

Attached Please find my revisions.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Arthur G. Blackwell Insurance, Inc. DBA Coastal Insurance 5410 E. Co Hwy 30A, Suite 101 Santa Rosa Beach, FL 32459 License #: A022944	CONTACT NAME: Amanda Katoski PHONE (A/C, No, Ext): 850-231-0042 E-MAIL ADDRESS: amanda@coastalcoverage.com	FAX (A/C, No): 850-837-1014
	INSURER(S) AFFORDING COVERAGE	
INSURED Allied Global Ventures, LLC 2945 Pine Valley Drive Miramar Beach, FL 32550	INSURER A: Covington Spreclalty Insurance Company	NAIC # 17370
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 00000000-51898 **REVISION NUMBER:** 8

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 INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	VBA407239	08/14/2016	08/14/2017	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					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 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"/> 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)

Okaloosa County is included as an additional insured
 Tail Number N3088X

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



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/04/2016

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

AGENCY Arthur G. Blackwell Insurance, Inc. DBA Coastal Insurance Agency 5410 E. Co Hwy 30A, Suite 101 Santa Rosa Beach, FL 32459		PHONE (A/C. No. Ext.) (850)231-0042	COMPANY Covington Specialty Insurance Company	
FAX (A/C. No.): (850)837-1014		E-MAIL ADDRESS: amanda@coastalcoverage.com		
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 80236257		LOAN NUMBER		POLICY NUMBER VBA407239
INSURED Allied Global Ventures, LLC 2945 Pine Valley Drive Miramar Beach, FL 32550		EFFECTIVE DATE 08/14/2016	EXPIRATION DATE 08/14/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION Airplane hangar located 1001 Airport Road, Lot 3, Block 2, Destin, FL 32541

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building Limit	\$305,000	\$2,500

REMARKS (Including Special Conditions)

--

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Amanda Katoski</i> AKK			



**STARR
COMPANIES**

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: OKALOOSA COUNTY
602-C NORTH PEARL STREET
CRESTVIEW, FL 32536

Named Insured: DESTIN EQUIPMENT LEASING, LLC AND BART RICE
2945 PINE VALLEY DRIVE
MIRAMAR BEACH, FL 32550

Policy Period: From JULY 10, 2016 To JULY 10, 2017

Policy Number: 1000223308-01

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

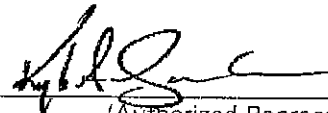
This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding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

Aircraft:		Reg	Insured Value	Deductibles	Liability Limit	
Year	Make and Model	No		NIM / IM		
2007	PIPER PA46-500TP MERIDIAN	N3088X	\$ 1,500,000.	NIL/NIL	\$ 10,000,000.	CSL INCLUDING PAX
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

FOR FURTHER INFORMATION, PLEASE REFER TO THE STARR ENDORSEMENT FORM NUMBER 10284.

Certificate Number: 5.1
Issued By and Date: JUNE 20, 2016 (DP)

Starr 10200 (6/06)

By 
(Authorized Representative)

ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N3088X - PIPER PA-46-500TP MERIDIAN

(Only the clause(s) indicated by an "X" shall apply.)

- The scheduled persons or organizations are included as additional insured.
- The scheduled persons or organizations are the registered owner of _____ and are included as additional insured.
- The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name OKALOOSA COUNTY
Address 602-C NORTH PEARL STREET
CRESTVIEW, FL 32536

Name
Address

Name
Address

All other provisions of this policy remain the same.

This endorsement becomes effective JULY 10, 2016 to be attached to and hereby made a part of:

Policy No. 1000223308-01

Issued to DESTIN EQUIPMENT LEASING, LLC AND BART RICE

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue JUNE 20, 2016 (DP)

By 
(Authorized Representative)



Destin Executive Airport Hangar Lease Tiered Buy Down Option Program

Lessee Allied Global Ventures Block 2 Lot 3
Lease # L10-0369-AP

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

Current Board Approved Ground Rate: \$ 2.50 Date Approved: 8/12/2014
Current Escalated Rate: \$ 2.53154 Date Escalated: 8/31/2016
Remaining Lease Term: 8.79 Expiration Date: 7/15/2025



Init: ABR

Opt In -Please check and initial this box if you elect the buy down option described above. This signed form must be returned with your fee in the amount of \$ 2,500.00 no later than January 17, 2017. Once signed form and payment are received, we will begin the lease amendment process. All lessees electing this option will be required to sign an amendment to their current lease and this will be presented to the Okaloosa County Board of County Commissioners for approval. The program is expected to be completed by March 7, 2017.



Init: _____

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my Board Approved ground lease rate will remain at its current rate of \$ 2.53154 and will continue to escalate annually per the terms in the agreement.

Print Name F. B. Rice

Signature *F. B. Rice*

Date 12/29/16

If you have chosen to Opt In, please return this form and your fee (check) in the amount of \$ 2,500.00 no later than January 17, 2017 to begin the agreement amendment process. Please remember that you will be required to sign an amendment to your current lease and return for Board Approval. The new rate is not effective until your amendment is approved by the Okaloosa County Board of County Commissioners. We expect this process to be completed by March 7th, 2017.

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

**AMENDMENT ONE OF LEASE L10-0369-AP
ALLIED GLOBAL VENTURES, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This First Amendment of Lease made and entered into this 22nd day of February, 2017, hereby approves this First Amendment for lease L10-0369-AP (“Assignment of Lease Agreement”), dated August 12, 2014, by Allied Global Ventures, LLC. (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on August 12, 2014, Lessee entered into a Lease Agreement, L10-0369-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of July 15, 2025; and

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

WHEREAS, Lessee desires to Opt In the Tiered Buy-Down program and lessee’s fee, \$2,500.00 (less than eleven years) has been received; and

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

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

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

AMENDMENT

1. Section 6 a titled “Ground Lease” of L10-0369-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes FIVE THOUSAND THREE HUNDRED SEVENTY SIX (5,376) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for

00-09-17 4:11:35 PM

a total annual cost of EIGHT THOUSAND SIXTY FOUR DOLLARS (\$8,064.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L10-0369-AP, is deleted and replaced as follows:

Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in hangars provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

3. Section 13 titled "Taxes" of L10-0369-AP, is deleted and replaced as follows:

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

4. Section 18 titled "Insurance" letter "c" of L10-0369-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County,

5749 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 27 "Place of Payments" of L10-0369, is hereby deleted and replaced as follows:

All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

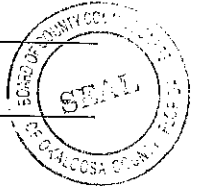
6. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY

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



ATTEST:

Sam J. Stanford
J.D. Peacock II, Clerk
DATE: 2/22/17



LESSEE

Bart Rice
Allied Global Ventures, LLC
Bart Rice
Date: 2/8/17

ATTEST:

Halcyon
Witness

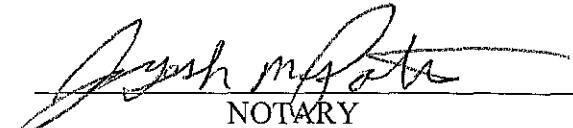
James W. Sauge
Witness

ACKNOWLEDGMENTS

STATE OF Alabama
COUNTY OF shelby

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BART RICE 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 8th day of Feb, 2017, AD.


NOTARY

My Commission Expires: Feb 3, 2021

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L10-0369-AP Tracking Number: 1007-14
Grant Funded: YES ___ NO X
Contractor/Lessee Name: 1001 Airport Rd Blk 2, Lot 3, LLC
Purpose: AGI to Allied Global Ventures
Date/Term: 7/15/2025
Amount: 13,440.00 / annual + tax
Department: AP
Dept. Monitor Name: Herman / Miner
1. GREATER THAN \$50,000
2. GREATER THAN \$25,000
3. \$25,000 OR LESS
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review
Procurement requirements are met:
[Signature] Date: 6-26-14
Purchasing Director or Designee James Kupik

Risk Management Review
Approved as written:
[Signature] Date: 6/26/14
Risk Manager or designee Greg R R...

County Attorney Review
Approved as written:
[Signature] Date: 6-30-14
County Attorney Gregory T. Steward

Following Okaloosa County approval:

Contracts & Grants
Document has been received:
Date: _____
Contracts & Grants Manager

TB Done 6/30/14

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 12th day of August, 2014, by and between 1001 AIRPORT ROAD BLOCK 2 LOT 3, LLC (hereinafter referred to as the "FIRST PARTY") and ALLIED GLOBAL VENTURES, LLC (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease from Trustmark National Bank effective June 2, 2010, Assignment of Lease from Olson-Phillips Aviation, LLC effective April 6, 2009, Assignment of Lease from David & Joyce Wagner effective December 6, 2005, Assignment of Lease from A.L. Hilpert effective March 15, 2005, Assignment of Lease Agreement for a hangar and lease with FOX AIRWAYS, effective April 17, 1997, Supplemental Agreement Number 3 dated June 1, 1999, Supplemental Agreement Number Two dated April 7, 1998, Assignment of Lease from George Rush to FOX Airways dated January 8, 1991, Supplemental Agreement Number One dated March 3, 1987, and original Lease dated July 15, 1980 at the Destin/Ft. Walton Beach Airport.

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

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 2 Lot 3 as shown on file in the office of the Airports Director with an expiration date of July 15, 2025, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

LEASE # L10-0369-AP
ALLIED GLOBAL VENTURES, LLC
DAP HANGER LEASE BLK 2, LOT 3
EXPIRES: 07/15/2025

SECTION 1:

Section 6 a Ground Rent is changed to read, LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida, 32542-1498. This lease includes FIVE THOUSAND THREE HUNDRED SEVENTY SIX (5,376) square feet at TWO DOLLARS AND FIFTY CENTS (\$2.50) per square foot for a total annual cost of THIRTEEN THOUSAND FOUR HUNDRED FORTY DOLLARS (\$13,440.00) plus tax.

SECTION 2:

Section 19 Notices is changed to read, Any and all notices to be given under this lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage there in 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, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Allied Global Ventures, LLC, Bart Rice, 2945 Pine Valley Drive, Miramar Beach, FL 32550.

SECTION 3:


Section 29 Legal Description is changed to read, Commence at the Northern-Most corner of Lot 22, Block A, Harbor Breeze, as recorded in Plat Book 13, Page 32, Public Records of Okaloosa County, Florida; Thence S.38°00'00E. (Basis of Bearings) along the East line of said subdivision for a distance of 88.21 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 148.34 feet to the Point of Beginning; Thence N.52°22'45"E. for a distance of 95.15 feet; Thence S.37°37'15"E. for a distance of 56.49 feet; Thence S.52°22'45"W. for a distance of 94.78 feet; Thence N.38°00'00"W. for a distance of 56.49 feet to the Point of Beginning. Contains 5376 Square feet or 0.12 Acres.

SECTION 4:

This Assignment of Lease consists of Sections 1 to 4. It constitutes the entire assignment of lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

FIRST PARTY:



1001 AIRPORT ROAD BLOCK 2 LOT 3 LLC
LISA P. COLOMB

ATTESTS:

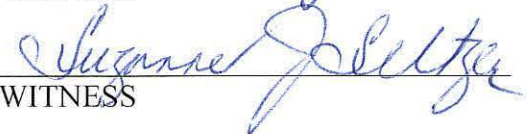

WITNESS
WITNESS

SECOND PARTY:



ALLIED GLOBAL VENTURES, LLC
BART RICE

ATTESTS:


WITNESS
WITNESS

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


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



CHARLES K. WINDES, JR.
CHAIRMAN



ATTEST:



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



ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared LISA P. COLOMB, as Managing Member of 1001 Airport Road Block 2 Lot 3, LLC, who, under oath, deposes and says that she is authorized to execute contracts and lease agreements and that she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 18th day of July, 2014, AD.

Cynthia Kelley
NOTARY

[Notary Seal]



My Commission expires: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BART RICE, as Managing Member of Allied Global Ventures, LLC, who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 18th day of July, 2014, AD.

Cynthia Kelley
NOTARY

[Notary Seal]



My Commission expires: _____

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/7/10

Contract/Lease Control #: L10-0369-AP (ASSIGNED FROM L09-0353-AP)

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: 1001 AIRPORT RD BLK 2 LOT 3, LLC

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 6/7/2010

Expiration Date: 07/15/2025

Description of Contract/Lease: DAP HANGAR LEASE, BLOCK 2 LOT 3

Department Manager: AP

Department Monitor: DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

RECEIVED APR 08 2013

4-3-13

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: L10-0369-AP Tracking Number: 583-13
 Contractor/Lessee Name: 1001 Airport Road Bk 2 Lot 3, LLC
 Purpose: Changing Managers of the LLC
 Date/Term: 3-15-2025 GREATER THAN \$10,000
 Amount: \$10,899.50 a year plus tax \$10,000 OR LESS
 Department: Airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature]
 Contracts/Lease Coordinator

Date: 4/5/13

Risk Management Review

Approved as written:

[Signature]
 Risk Management Director

Date: 4/8/13

County Attorney Review

Approved as written:

[Signature]
 County Attorney

Date: 4/12/13

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

 Contracts & Grants Manager

Date: _____

LEASE # L10-0369-AP
1001 AIRPORT ROAD BLK 2 LOT 3, LLC
DAP HANGER LEASE BLK 2, LOT 3
EXPIRES: 07/15/2025

AMENDMENT NUMBER FOUR

TO

HANGAR LEASE

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

1001 AIRPORT ROAD BLK2 LOT 3, LLC

THIS AMENDMENT NUMBER FOUR fully executed this 6th day of JUNE, 2013, by and between OKALOOSA COUNTY, FLORIDA (hereinafter referred to as "COUNTY") and 1001 AIRPORT ROAD BLK 2 LOT 3, LLC (hereinafter referred to as "LESSEE")

WITNESSETH:

WHEREAS, the COUNTY and LESSEE entered into an Assignment of Lease effective June 2, 2010, Assignment of Lease dated April 6, 2009, Assignment of Lease dated December 6, 2005, Assignment of Lease dated March 15, 2005, Supplemental Agreement Number Three dated June 1, 1999, Supplemental Agreement Number Two dated April 7, 1998, Assignment of Lease dated April 17, 1997, Assignment of Lease dated January 8 1991, Supplemental Agreement Number One dated March 3, 1987, and Original Lease dated July 15, 1980 that certain location designated as Block 2 Lot 3 at the Destin/Ft. Walton Beach Airport, in the County of Okaloosa, State of Florida;

WHEREAS, the LESSEE, by execution of this AMENDMENT NUMBER FOUR, and in consideration of approval by Okaloosa County of the same, does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases, except as hereinafter stipulated.

SECTION 1:

Mr. David R. Colomb passed away and pursuant to Item 7.10 of the Operating Agreement of 1001 Airport Road Blk 2 Lot 3, LLC, a Florida limited liability company (the "Company"), the Class A Member hereby appoints Lisa P. Colomb to succeed David R. Colomb as Manager of the Company.

05-11-13 P. 11-17-13

SECTION 2:

Change Section 19 Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: 1001 Airport Road Blk 2 Lot 3, LLC, Ms. Lisa P. Colomb, P.O. Box 6947, Miramar Beach, Florida 32550.

SECTION 3:

This Amendment consists of Sections 1 to 3. It constitutes the entire Amendment 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 WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

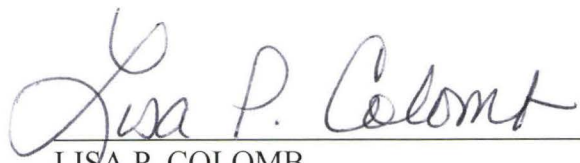

DON R. AMUNDS
CHAIRMAN



ATTESTS:


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




LISA P. COLOMB
LESSEE

ATTESTS:


WITNESS


WITNESS

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

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

SWORN and SUBSCRIBED before me this 6 day of May, 2013.

Marisa Anne Fritz
NOTARY PUBLIC

My Commission expires: Mar 03, 2017



Marissa Anne Fritz
COMMISSION # EE 879588
EXPIRES: MAR. 03, 2017
WWW.AARONNOTARY.COM

EXHIBIT E

RECEIVED APR 12 2010

4-8-10 FR

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: L09-053-AP Tracking Number: 165-10
 Contractor/Lessee Name: 1001 Airport Rd Blk 2 Lot 3, LLC
 Purpose: Assignment of Lease From Trustmark National Bank
 Date/Term: \$10,300.50 per year plus tax GREATER THAN \$10,000
 \$10,000 OR LESS
 Amount: 2-15-2025
 Department: Airports Dept. Monitor Name: David Minor

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 4/9/10

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

Date: 4/12/10

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 4/21/10

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

Date: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 2nd day of June, 2010, by and between TRUSTMARK NATIONAL BANK, a Mississippi banking corporation, whose address is Post Office Box 4736, Destin, Florida 32540 (hereinafter referred to as the "FIRST PARTY") and 1001 Airport Rd Blk 2 Lot 3, LLC., whose address is 3321 Club Drive, Miramar Beach, Florida 32550 (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease for a hangar and lease from Olson-Phillips Aviation, LLC effective April 6, 2009, Assignment of Lease from David & Joyce Wagner effective December 6, 2005, Assignment of Lease from A.L. Hilpert effective March 15, 2005, Assignment of Lease Agreement for a hangar and lease with FOX AIRWAYS, effective April 17, 1997, Supplemental Agreement Number 3 dated June 1, 1999, Supplemental Agreement Number Two dated April 7, 1998, Assignment of Lease from George Rush to FOX Airways dated January 8, 1991, Supplemental Agreement Number One dated March 3, 1987, and original Lease dated July 15, 1980 at the Destin/Ft. Walton Beach Airport.

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

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 2 Lot 3 as shown on file in the office of the Airports Director with an expiration date of July 15, 2025, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

**LEASE # L10-0369-AP
1001 AIRPORT RD BLK 2 LOT 3
DAP HANGAR LEASE, BLOCK 2, LOT 3
EXPIRES: 7/15/2025**

SECTION 1:

Section 19 Notices is changed to read, Any and all notices to be given under this lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage there in 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, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: 1001 Airport Rd Blk 2 Lot 3, LLC, David R. Colomb, Managing Member, 3321 Club Drive, Miramar Beach, FL 32550.

SECTION 2:

This Assignment of Lease consists of Sections 1 to 2. It constitutes the entire assignment of lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

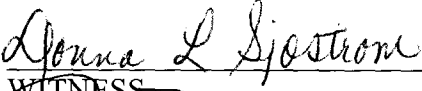
FIRST PARTY:


TRUSTMARK NATIONAL BANK

By: _____


TODD SEAGLE

ATTESTS:

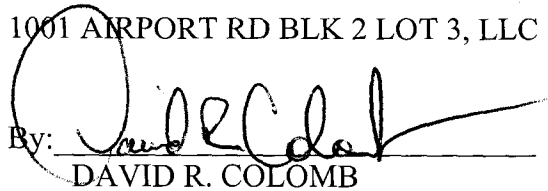

WITNESS


WITNESS REGINA M. MORGAN

SECOND PARTY:

1001 AIRPORT RD BLK 2 LOT 3, LLC

By: _____


DAVID R. COLOMB

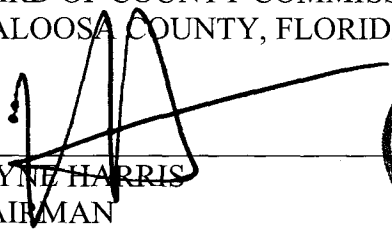
ATTESTS:


WITNESS REGINA M. MORGAN


WITNESS MICHAEL Wm MEAD

This Assignment of Lease is adopted this 1st day of June, 2010.


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



WAYNE HARRIS
CHAIRMAN



ATTEST:



GARY STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

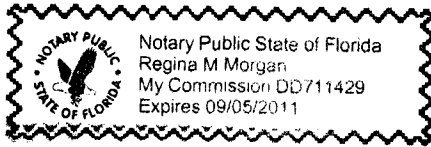


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared TODD SEAGLE, as Executive Vice President of Trustmark National Bank a Mississippi banking corporation, on behalf of the company, 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 19th day of May, 2010, AD.



[Notary Seal]

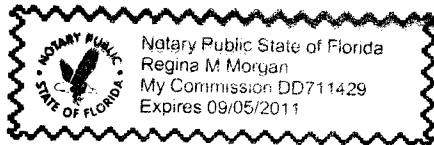
Regina M Morgan
NOTARY

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared DAVID R. COLOMB, as Managing Member of 1001 Airport Rd Blk 2 Lot 3, LLC, who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 3rd day of May, 2010, AD.



[Notary Seal]

Regina M Morgan
NOTARY

My Commission expires: _____