# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	02/14/2017
Contract/Lease Control #	<u>L08-0307-AP</u>
Bid #:	NA
Contract/Lease Type:	REVENUE
Award To/Lessee:	PGC AVIATION SERVICES, LLC
Owner/Lessor:	<u>OKALOOSA COUNTY</u>
Effective Date:	10/04/2007
Expiration Date: Description of	03/15/2023
Contract/Lease:	DAP BLOCK 2/LOT 2
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	<u>850-51-7131</u>
Monitor's FAX # or E-mail:	TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

-



BWI Aviation Insurance Agency, Inc PO Box 847527, Los Angeles, CA 90084-7527 (800) 666-4359 | www.BWIFLY.com | Admin@bwifly.com

Company London

Policy Dates 5/26/2021 - 5/26/2022

Customer Number 9053 - 2

Your Agent Matt.White@bwifly.com

# **Confirmation Of Aircraft Insurance**

Bigair Productions Llc And It's Individual Executive Officers And Members 294 Ketch Ct Destin, FI 325415726

			Limits of Lia	ability			
\$ \$1,000,000 \$ 100,000 \$ \$5,000		Hull Deductible \$100 Not-In-M \$500 In-Motio					
			Aircraft				
N # N161jk 2007 (	Year/make/model	Type Se Wheel 4	ats Hull Value \$280,000	Floats Value	Coverage Full Flight	Plea	Aircraft Use asure & Busines:
HANGARED	at Airport (ID) DTS -	Destin Ex	ecutive Airpor	t Lengt	h <b>4999</b>	Surface	∋ <b>ASP</b>
			Named Pi	lots			
Furthermore,	n Harper all pilots must be in c tificates: Requirement	and Duratio	vith the requirer	e certificated fo			
	All Other Pilots				ving Requirem		
LicensePvt Any Pilot, Instrument R	Rating St Aged Between 25 And atings Who Has Flown	l 65, Having	otal Time <b>1,000</b> A Private (or Be of 1000 Total	etter) Pilot Certi	ficate With Si Pilot In Com	ngle- Eng	Aodel25 Jine Land And Hours Of Which
Loss Pay	BREACH WARRANTY \$ CCS WITH 30 DAYS NOTICE OF CANCELLATION IN FAVOR OF			Additiona	l insureds		
1		1	Savvy Avia 30 N. Gould S Sheridan. W <sub>Sheridan</sub>	t., Ste 7491	3		
1		2			4		
							M. Inneddallandar Haller Propint

# Total Annual **Premium\$7.172.00**

Il Whit

Matthew R. Whit BWI Aviation Insur CONTRACT#: L08-0307-AP PGC AVIATION SERVICES, LLC DAP BLOCK 2 LOT 2 EXPIRES: 03/15/2023



Company London

Policy Dates 5/26/2021 - 5/26/2022

# Customer Number 9053 - 2

Your Agent Matt.White@bwifly.com

# **Insurance Invoice**

Bigair Productions Llc And It's Individual Executive Officers And Members 294 Ketch Ct Destin, Fl 325415726

Date .	Charge Description	Amount
5/19/21	PREMIUM	\$7172.00
5/25/21	CREDIT CARD FEE	\$215.16
	ALL AL 4045 10	
Total Premium <b>\$7,172.00</b>	Other Charges <b>\$215.16</b>	Total Charges <b>\$7,387.16</b>
Date	Credit Description	Credit
Date 5/24/21	Credit Description CREDIT CARD PAYMENT	Credit <b>\$1075.80</b>
5/24/21	CREDIT CARD PAYMENT	\$1075.80
5/24/21	CREDIT CARD PAYMENT	\$1075.80
5/24/21	CREDIT CARD PAYMENT	\$1075.80
5/24/21	CREDIT CARD PAYMENT	\$1075.80
5/24/21	CREDIT CARD PAYMENT	\$1075.80
5/24/21	CREDIT CARD PAYMENT	\$1075.80

Total Due \$0.00

# **Payment Options**

Credit Card	\$0.00	Check	\$0.00
3% Fee Inclu Online: bwifty com/co		Mail Check to: BWI Aviat	ion Insurance Agency, Inc.
Online: bwifly.com/pa			ngeles, CA 90084-7527
		Please include	customer# 9053



BWI Aviation Insurance Agency, Inc PO Box 847527, Los Angeles, CA 90084-7527 (800) 666-4359 | www.BWIFLY.com | Admin@bwifly.com

Certificate Of Insurance

Customer Number 9053 - 2

Policy #

Policy Dates 5/26/2021 - 5/26/2022

Company London

# Certificate To:

Savvy Aviation, Inc. 30 N. Gould St., Ste 7491 Sheridan, Wy 82801

# **Certificate Of Aircraft Insurance**

# This Is To Certify To The (Named Above) That The Following Insurance Coverage Is In Effect As Of The Policy Dates On This Certificate For:

Insured

Bigair Productions Llc And It's Individual Executive Officers And Members 294 Ketch Ct Destin, FI 325415726

\$ \$1,000,000 \$ 100,000 \$ \$5,000	Total Liability for B Each Passenger (Ir Each Person, Med	Hull \$100 \$500	l Deductibles Not-In-Motion In-Motion					
N # N161jk 2007 (	Year/make/model CIRRUS SR22	Type <b>Wheel</b>	Seats 4	Aircraft Hull Value <b>\$280,000</b>	Floats Value	Coverage <b>Full Flight</b>	Pie	Aircraft Use asure & Busines:
HANGARED	at Airport (ID) DTS	- Destin	Exec	utive Airport Comments	Lengt	h <b>4999</b>	Surfac	e ASP

Matthew R. White, Vice President BWI Aviation Insurance Agency, Inc.

Date 5/25/2021

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# CEDTIEICATE OF LIADILITY INCUDANCE

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE								
	CERTIFICATE IS ISSUED AS A N						HOLDE	
BELC	FIFICATE DOES NOT AFFIRMATIN DW. THIS CERTIFICATE OF INSU RESENTATIVE OR PRODUCER, A	RANCE D	OES NOT CONSTITUTE					
SUI	RTANT: If the certificate holder i BROGATION IS WAIVED, subject certificate does not confer rights	to the ter	ms and conditions of th	e policy, certain po	olicies may re			
DUCE				CONTACT	ris McDonald			
	Term Brokers insurance			DUGNE	8642000	FAX (A/C, No	): <b>85022</b>	68425
	348 Miracle Strip Pkwy S		90A		is@termbroke	ersinsurance.com		
	Fort Walton Beach, FL 32	2548			NSURER(S) AFFO	RDING COVERAGE		NAIC #
				INSURER A: EVA	inston Insu	rance Company		
RED				INSURER B : LO	yds <u>of Lond</u>	lon		
	PGC Aviation LLC			INSURER C :	-			<u> </u>
	725 Gulf Shore Drive, #50	05B		INSURER D :				
	Destin, FL 32541			INSURER E :				
				INSURER F :				
-			E NUMBER: 00009197-			REVISION NUMBER:		
DIC	IS TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE IFICATE MAY BE ISSUED OR MAY PE USIONS AND CONDITIONS OF SUCH	QUIREMEN	NT, TERM OR CONDITION ON THE INSURANCE AFFORDED	OF ANY CONTRACT ( BY THE POLICIES D	OR OTHER DOO DESCRIBED HE	CUMENT WITH RESPECT REIN IS SUBJECT TO ALL	TO WHIC	CHITHIS
	TYPE OF INSURANCE	ADDL SUB	1	POLICY EFF	POLICY EXP	T	ITS	
X	COMMERCIAL GENERAL LIABILITY	INSD WYD	POLICY NUMBER	(MM/DD/YYY) 01/18/2021	<u>(MM/DD/YYY)</u> 1 01/18/2022		\$	1,000,000
~		•	0621130	01/10/202	VI/10/2022	DAMAGE TO RENTED	s	100,000
_			1			PREMISES (Ea occurrance) MED EXP (Any one person)	\$	5,000
	···· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·· ·		ł			PERSONAL & ADV INJURY	s.	1.000.000
GEI	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000
X						PRODUCTS - COMP/OP AGO	1-	exc
AU		<u> </u>	<u> </u>			COMBINED SINGLE LIMIT	\$	
	ANY AUTO	[				<u>(Ea accident)</u> BODILY INJURY (Per person)		
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per acciden	- 1	·
	HIRED NON-OWNED AUTOS ONLY	:				PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$						\$	
						PER OTH- STATUTE ER		
ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	[			E.L. EACH ACCIDENT	5	
(Mar	ndatory in NH)					E.L. DISEASE - EA EMPLOY	E \$	
DES	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMI	\$	
Pr	operty	Y	AMAA0000764	01/18/2021	01/16/2022	Airplane Hangar		100,000
r he unt stin nce	ty for any changes cancellation	e will pro ons or no le policy	vide thirty (30) days v	written notic ( fa 10 day π F	DAP BLO	CT#: L08-0307 TION SERVIC CK 5/LOT 2 03/15/2023	-AP ES, L	LC
RTIF			·····	CANCELLATIO	N	<u>·</u> _	<u></u>	
	Okaloosa County Board Destin-Fort Walton Beac 1701 State Road 85 N				N DATE THERE	ESCRIBED POLICIES BE DF, NOTICE WILL BE DEL CY PROVISIONS.		
				AUTHORIZED REPRE				

The ACORD name and logo are registered marks of ACORD Printed by CJM on April 07, 2021 at 12:49PM



ACORD <sup>®</sup>	ERTIF	FICATE OF LIA	BILI	TY INS	URANC	E	1	(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT							HOLDE	
BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER,	URANCE D	OOES NOT CONSTITUTE CERTIFICATE HOLDER.	A CONT	RACT BETV	VEEN THE IS	SSUING INSURER(S),	AUTHOF	RIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to the ter	ms and conditions of the	e policy,	certain poli	cies may re			
PRODUCER			CONTAC NAME:	T Chris	McDonald			
Term Brokers Insurance		•	PHONE (A/C, No E-MAIL	Ext): 8508	642000	FAX (A/C, N	o): 85022	68425
348 Miracle Strip Pkwy		9 30A	E-MAIL ADDRES	s: chris	@termbroke	rsinsurance.com		
Fort Walton Beach, FL 3	2548			INS	URER(S) AFFO	RDING COVERAGE		NAIC #
		_	INSURE			rance Company		
INSURED			INSURE	BB: Lloyo	is of Lond	lon		-
PGC Aviation LLC 725 Gulf Shore Drive, #	OED		INSURE					
Destin, FL 32541	050		INSURE					
			INSURE					
COVERAGES CE	RTIFICAT	E NUMBER: 00009197-		<u>nr;</u>		REVISION NUMBER	: 8	
THIS IS TO CERTIFY THAT THE POLICIES	OF INSUR	ANCE LISTED BELOW HAVE	E BEEN IS			IAMED ABOVE FOR THE	POLICY	
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUC	ERTAIN, TH	IE INSURANCE AFFORDED	BY THE	POLICIES DE	SCRIBED HER	REIN IS SUBJECT TO AL		
INSR TYPE OF INSURANCE	ADDL SUB			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	L	MITS	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	3EW4786		01/13/2020		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5	1,000,000
						MED EXP (Any one person)	\$	5,000
	-					PERSONAL & ADV INJURY	s	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$	2,000,000
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AC	G_\$\$	excl
AUTOMOBILE LIABILITY				-		COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per perso	i) S	
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED	÷					BODILY INJURY (Per accide PROPERTY DAMAGE		
AUTOS ONLY NON-OWNED	1					(Per accident)	\$	
					_		\$	
	_					EACH OCCURRENCE	\$ \$	
DED AETENTION \$						AGGREGATE	\$	
WORKERS COMPENSATION								
AND EMPLOYERS' LIABILITY Y / I ANY PROPRIETOR/PARTNER/EXECUTIVE	i l		ļ			E.L. EACH ACCIDENT		
OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLO	EE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIN	іт \$	
B Property	Y	JAX139562		01/13/2020	01/13/2021	Airplane Hangar		100,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI For he Property At: W	CLES (ACORI	D 101, Additional Remarks Schedu Dvide thirty (30) days w	ule, may be vritten r	attached if mor	e space is requir	ed) 01 Airport Bd lot 2	Block 5	
County for any changes cancellati	ons or no	on-renewal of						
		, with the exception of	f a 10 d	ay notice o	f			
cancellation for non-payment of p •The Lease number L08-0307-AP	remium.							,
The Lease number Loc-0507-AP				CONTE	ACT#-1	09 0207 AD		
						L08-0307-AP	10	
			C			SERVICES, I	LU	
					.OCK 2/			
Okaloosa County Board	of Count	ty Commissioners		EXPIRE	E <b>S: 03/1</b>	5/2023		
Destin-Fort Walton Bea			•					
1701 State Road 85 N			AUTHOR	ZED REPRESE				
Eglin AFB, FL 32542-14	98			1. M	0.11			
					-nn			(CJM)
			·	© 19	88-2015 AC	ORD CORPORATION	I. All rig	

The ACORD name and logo are registered marks of ACORD Printed by CJM on December 17, 2020 at 11:49AM

# EXHIBIT B

# **CONTRACT & LEASE AGREEMENT CONTROL FORM**

Date: 10/10/2007

Contract/Lease Control #: L08-0307-AP:

L08-0307-AP

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

Award to/Lessee: AM MANAGEMENT, INC./JAMES MILLER

Lessor: OKALOOSA COUNTY

Effective Date: 10/4/2007

Amount: \$151,228.00

**Term/Expires: 3/15/2023** 

Description of Contract/Lease: DAP BLOCK 2/LOT 2 REASSIGNMENT FROM RASCORP TO AM MANAGEMENT

**Department Manager: AIRPORT** 

**Department Monitor: J. SEALY** 

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

**Date Closed:** 

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

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	Contract/Lease Number: <u>608 - 0307- Ar</u>	Tracking Number: _ <b>2/6/</b> -//									
	Contractor/Lessee Name: Am Many Contractor	•									
		Grann Unded. 163 NO									
	Purpose: ADL to PGC. Aviation Services	······································									
	Date/Term: <u>3 -/s- 23</u>	1. 🗌 GREATER THAN \$50,000									
	Amount: \$ 4,500.00 granty plus tax	2. 🔲 GREATER THAN \$25,000									
	Department: AP	3. 🔲 \$25,000 OR LESS									
	Dept. Monitor Name:										
	Document has been reviewed and includes any attachments or exhibits.										
	Purchasing Review										
	Procurement requirements are met:	· ·									
	Ch - Poul	Data 12 lista									
	Purchasing Director or designee Zan Fedora	Date: <u>12/13/2016</u> k, Charles Powell, DeRita Mason									
[	Risk Manage										
	Approved as written: (Need updated Co.	I)									
$\searrow$	Kuntalkin	Date: 12-14-14									
	Risk Manager or designed Laura Porte	r or Krystal King									
ſ	County Attor	nev Review									
	See emil do	10/10/2016									
	Approved as written:										
	County Attorney Gregory T. Stewart.	Date: Lynn Hoshihara, Kerry Parsons or Designee									
L											
	Following Okaloosa	County approval:									
ſ	Contract	& Grant									
	Document has been received:										
		Date:									
	Contracts & Grants Manager										



Lienholder

Page 1 of 2

DATE ISS	SUED	5/30/2017					
NAMED II	NSURED		BigAir Productions, LLC, and its individual executive officers and members (アGC AuiRTIoN)				
ADDRES	S OF INSURED	294 Ketch Court Destin, FL 32541	1. <b></b>	MAR 2 1 2018			
INSURAN POLICY N	ICE COMPANY NUMBER	Hallmark Insurance Company GA99-8516F-00	Hallmark Insurance Company GA99-8516F-00				
POLICY E	EFFECTIVE DATE	5/26/2017					
POLICY E	EXPIRATION DATE	5/26/2018					
		Coverage Summary	1				
AIRCRA	FT COVERED N161JK,	2007 Cirrus SR22					
PART T	WO. AIRCRAFT PHYSICAL DA	MAGE COVERAGE	L	IMIT OF COVERAGE			
F.	NOT IN MOTION		\$280,000 A	Agreed Value			
			NIL [	Deductible Each Accident			
G.	IN MOTION		\$280,000 A	Agreed Value			
			\$5,000	Deductible Each Accident			

# SPECIAL DEDUCTIBLES

A deductible equal to 10 % of the aircraft's agreed value will apply to all physical damage resulting from a windstorm given a name by the National Weather Service.

This Certificate is issued to the following Certificate Holder:

Name

Mahopac National Bank and its successors or assigns, as their interest may appear, subject notice of change or assignment of lienholder to be made to the company within 30 days of such change or assignment

Address

Loan Servicing Department P.O. Box 6569 Ithaca, NY 14851

Loss, if any, payable under Coverage F or G under PART TWO AIRCRAFT PHYSICAL DAMAGE COVERAGE shall be made to the Named Insured, the Certificate Holder designated above, and any other loss payees designated in the Policy. Notice of cancellation by the Insurer will be given in accordance with the terms of the policy.

LIENHOLDER'S INTEREST COVERAGE is provided subject to all of the Policy's terms and provisions applicable thereto. LIENHOLDER'S INTEREST COVERAGE will not exceed 90% of the Aircraft Agreed Value. DAYS NOTICE OF CANCELLATION TO LIENHOLDER: 30 Day N.O.C.

THIS CERTIFICATE OF INSURANCE IS ISSUED FOR INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE INSURANCE POLICY REFERENCED ABOVE.

AEROSPACE INSURANCE MANAGERS, INC.

**Aviation Managers** 

GA112 (04/16)

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13727 Noel Road, Suite 1000 | Dallas, Texas 75240 | Tel 972.852.1200 888.880.1289 Fax 972.852.1212 | aerospaceim.com 221 East Glenoaks Boulevard, Suite 150 | Glendale, California 91207 | Tel. 818.547.1400 Fax 818.547.3800 | West Coast Office



Additional Insured

Page 1 of 1

DATE ISSUED	5/30/2017							
NAMED INSURED	BigAir Productions members	BigAir Productions, LLC, and its individual executive officers and members						
ADDRESS OF INSURED	294 Ketch Court Destin, FL 32541							
INSURANCE COMPANY	Hallmark Insuranc	e Company						
POLICY NUMBER	GA99-8516F-00							
POLICY EFFECTIVE DATE	5/26/2017							
POLICY EXPIRATION DATE	5/26/2018							
	Coverage	Summary						
AIRCRAFT COVERED N	161JK, 2007 Cirrus-SR22	·····	······					
PART THREE. LIABILITY TO	OTHERS		LIMIT OF COVERAGE					
DL SINGLE LIMIT BODI Passenger Coverage	Y INJURY AND PROPERTY DAMA Limited to:	GE COVERAGE \$1,000,000 \$100,000	Each Occurrence Each Passenger					
This Certificate is issued to th	e following Certificate Holder:							
Name		Address						
PCG Aviation Services, LLC		1001 Airport Rd., Unit 7-13 Destin, FL 32541						

Coverage under PART THREE LIABILITY TO OTHERS is extended to include the named Certificate Holder as an insured subject to all of the applicable policy terms, conditions and provisions.

THIS CERTIFICATE OF INSURANCE IS ISSUED FOR INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE INSURANCE POLICY REFERENCED ABOVE.

AEROSPACE INSURANCE MANAGERS, INC.

**Aviation Managers** 

GA112 (04/16)



# **Binder Confirmation**

DATE: 5/30/2017 3:57:03 PM

Insured:	<b>BigAir Productions, LLC</b>
Policy Number:	GA99-8516F-00
Effective:	5/26/2017
Insurer:	Hallmark Insurance Company

Thank you for your order on the captioned account. This confirms that we have bound coverage for the Insured on the Effective Date shown per your request in accordance with the terms quoted. All coverage bound is subject to the terms and conditions of the standard policy forms and any requirements imposed by the Underwriters.

Please forward the following required documents to us within 30 days from the policy effective date to complete the requirements for issuance of the policy.

# O Updated Med/ BFR dates for Keith

We sincerely appreciate your business. Please contact us for any additional assistance you need.

Sincerely,

# **Dave Miner**

From: Sent: To: Cc: Subject: Parsons, Kerry <KParsons@ngn-tally.com> Friday, December 16, 2016 6:43 AM Charles Powell Dave Miner RE: Coordination

This is approved for legal purposes.

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us] Sent: Thursday, December 15, 2016 3:30 PM To: Parsons, Kerry Cc: Dave Miner Subject: FW: Coordination

Hi Kerry,

Has this been approved for legal sufficiency? Thanks

Respectfully,

Charles Powell, MBA, CPM, FCCM, FCCN Contract & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536 Voice: 850-689-5960 Fax: 850-689-5970 cpowell@co.okaloosa.fl.us

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

From: Dave Miner Sent: Tuesday, December 13, 2016 8:24 AM To: Charles Powell <<u>cpowell@co.okaloosa.fl.us</u>>; Zan Fedorak <<u>zfedorak@co.okaloosa.fl.us</u>> Cc: 'Parsons, Kerry' <<u>KParsons@ngn-tally.com</u>>; Krystal King <<u>kking@co.okaloosa.fl.us</u>> Subject: Coordination

Charles:

Please send out for coordination. You will receive the original in distro today. Thank you.

Dave

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

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"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."

Ą	ć	ORD <sup>®</sup> C	ER'	TIF		BILI		URANC	E		(MM/DD/YYYY)
CE BE	ERT ELO	CERTIFICATE IS ISSUED AS A M IFICATE DOES NOT AFFIRMATI W. THIS CERTIFICATE OF INSU ESENTATIVE OR PRODUCER, A	/ELY RAN(	OR N CE D	REGATIVELY AMEND, EX DES NOT CONSTITUTE A	TEND	OR ALTER T	HE COVERA	GE AFFORDED BY THE	OLDER E POLI	R. THIS CIES
lf	SUE	RTANT: If the certificate holder I BROGATION IS WAIVED, subject ertificate does not confer rights	to th	e teri	ns and conditions of the	policy	, certain poli	cies may req			
PROD						CONTA NAME:	<u> </u>	McDonald			
		Term Brokers Insurance S				PHONE (A/C, No	.Ext): 0000	642000	FAX (A/C, No):	85022	88425
		348 Miracle Strip Pkwy			te 30A	E-MAIL ADDRE		<u> </u>	rsinsurance.com		r
		Fort Walton Beach, FL	325	48		INSURE	·		ance Company _		NAIC #
เกรบเ	RED					INSURE		is of Lond			
		PGC Aviation LLC				INSURE					
		1656 KNOLLWOOD W	AY			INSURE	RD:				
		Niceville, FL 32578				INSURE					
<u></u>		RAGES CEF	ייפודנ	CATE	NUMBER: 0000000-4	INSURE	RF:		REVISION NUMBER:	3	<u> </u>
TH	IIS I	S TO CERTIFY THAT THE POLICIES	OF IN	SURA	NCE LISTED BELOW HAVE	BEEN I		E INSURED N	AMED ABOVE FOR THE PO	DLICY	
IN	DIC/	ATED, NOTWITHSTANDING ANY RE	QUIRE	EMEN	T, TERM OR CONDITION OF	FANY C	ONTRACT OF	OTHER DOC	UMENT WITH RESPECT TO	o whic	CHITHIS
		FICATE MAY BE ISSUED OR MAY PE JSIONS AND CONDITIONS OF SUCH								HE IE	KMS,
NSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYY)	LIMIT	<u>'S</u>	
Α	Х	COMMERCIAL GENERAL LIABILITY			3EH5278		01/13/2017	01/13/2018	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	{	ļ					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
									MED EXP (Any one person)	\$	5,000
									PERSONAL & ADV INJURY	\$	1,000,000 2,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC		ļ					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$	exci
	┢≏	OTHER:						ĺ		\$	
	AUT	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO							BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED	ł						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
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The ACORD name and logo are registered marks of ACORD Printed by CJM on January 18, 2017 at 04:46PM

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# Contract # LO8-0307-AP PGC AVIATION SERVICES, LLC DAP BLOCK 5/LOT 2 EXPIRES: 03/15/2023

# ASSIGNMENT OF LEASE AND AMENDMENT L08-0307-AP AM MANAGEMENT, INC. HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Assignment of Lease and Second Amendment, made and entered into this <u>8th</u> day of <u>February</u>, 2017, hereby approves this Assignment of Lease and Second Amendment, for lease L08-0307-AP ("Lease Agreement"), dated October 4, 2007, by AM Management, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

# WITNESSETH:

WHEREAS, on October 4, 2007, Lessee entered into a Lease Agreement, L08-0307-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of March 15, 2023 ; and

WHEREAS, Lessee desires an Assignment of Lease from AM Management, Inc. to PGC Aviation Services, LLC; and

**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:

# ASSIGNMENT

In accordance with section 14 of L06-0272-AP, the County hereby consents to this assignment of interest from AM Management, Inc. to PGC Aviation Services, LLC.

PGC Aviation Services, LLC, hereby assume all responsibilities, duties, obligations, rights and privileges as set forth in L06-0272-AP and any amendments and renewals thereof.

# AMENDMENT

1. Section 6 a titled "Ground Lease" of L06-0272, 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 THREE THOUSAND TWENTY (3,020) square feet at <u>ONE DOLLAR</u> <u>AND FIFTY CENTS (\$1.50)</u> per square foot per year for a total annual cost of <u>FOUR THOUSAND FIVE HUNDRED THIRTY</u> <u>DOLLARS (\$4,530.00)</u> plus state sales tax and County non-ad valorem taxes. 2. Section 11 titled "Care of Leased Premises" of L06-0272, is deleted and replaced as follows:

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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 L06-0272, 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 by imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

4. Section 19 titled "Notices" of L06-0272, 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: PGC Aviation Services, LLC, Jordan Harper and Keith Driver, 294 Ketch Court, Destin, 32541.

5. Section 27 "Place of Payments" of L06-0272, is hereby deleted and replaced as follows:

# Page 2 of 6 L08-0307-AP

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.

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

OKALOOSA COUNTY, FLORIDA Carolvn N Date:

ATTEST:

LESSEE

Management Inc. James Miller 7105 Date:

ATTEST: nonvolla Witness Witne\$s

# **ACKNOWLEDGMENTS**

STATE OF Lowa Johnson COUNTY OF

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JAMES MILLER 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  $\underline{\mathcal{Y}}^{\mathcal{H}}_{\mathbf{A}}$  day of  $\underline{\mathcal{Y}}_{\mathcal{A}}$ , 2017, AD.

PRIAL D	STACY MURPHY
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	My Commission Expires
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My Commission Expires: 37/17

Page 4 of 6 L08-0307-AP

LESSEE

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LESSEE

PGC Aviation Services, LLC Keith Driver, Date: \_\_\_\_/ 8 /2a 7

ATTEST:

v. Muller Witness

Page 5 of 6 L08-0307-AP

# ACKNOWLEDGMENTS

STATE OF Florida COUNTY OF OKalowa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JORDAN HARPER 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 $\underline{\mathcal{SH}}$ day of $_{\alpha\alpha\beta\beta}$ , 2017, AI
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# ACKNOWLEDGMENTS

STATE OF Florida COUNTY OF CARGOSS

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared KEITH DRIVER 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  $3\mathcal{H}_{day}$  day of  $\sqrt{a_1u_9}$ , 2017, AD.



NOTARY

My Commission Expires:  $\frac{67}{28}/2018$ 

Page 6 of 6 L08-0307-AP

COMMERCIAL INSURANCE APPLICATION APPLICANT INFORMATION SECTION       Date (MM/DE 8/23/20         AGENCY Acentria, Inc - Panama City Office 1007 Jenks Avenue Panama City, FL 32401       CARRIER       NAIC N/A         COMPANY POLICY OR PROGRAM NAME       PROGRAM         Panama City, FL 32401       UNDERWRITER       UNDERWRITER OFFICE         PRORE (AIC, NO, Ext);       (850) 257-2990       UNDERWRITER       UNDERWRITER OFFICE	
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WEBSITE ADDRESS	
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ACORD 125 (2013/09)

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CONT	ACT INFORMATION					AG	ENCY CUS	TOMER ID:		NAG-01	JCROSSCUP			
CONTACT TYPE: Inspection Contact							CONTACT TYPE: Accounting Contact							
CONTACT NAME: Jim Miller						CONTACT NAME: Kevin Stafford								
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1	Lot 2 Block 5			Х	INSIDE	X	OWNER			OCCUPIED AREA:	SQ FT			
	CITY: Destin		STATE: FL		OUTSIDE		TENANT	# PART	TIME EMPL	OPEN TO PUBLIC AREA:	SQ FT			
1	county:Okaloosa		ZIP:32541		-	Ι.	L			TOTAL BUILDING AREA:	SQ FT			
	PTION OF OPERATIONS;					T				ANY AREA LEASED TO 01	HERS? Y / N			
LOC #	STREET			CIT	Y LIMITS	INT	EREST	# FULL	TIME EMPL	ANNUAL REVENUES: \$				
BLD #	CITY:		STATE:		INSIDE OUTSIDE		OWNER	di bu par		OCCUPIED AREA:	SQ FT			
BLD #	COUNTY:		ZIP:		OUTSIDE		TENANT	# PARI	TIME EMPL	OPEN TO PUBLIC AREA:	SQ FT			
DESCRI	PTION OF OPERATIONS:			1						TOTAL BUILDING AREA:	SQ FT			
LOC #	STREET			СІТ	Y LIMITS	INT	EREST	# 6(1) 1	TIME EMPL	ANY AREA LEASED TO OT ANNUAL REVENUES: \$	HERSTYIN			
					INSIDE		OWNER	TIONA		OCCUPIED AREA:	SQ FT			
BLD #	CITY:		STATE:	-	OUTSIDE		TENANT	#PART	TIME EMPL	OPEN TO PUBLIC AREA:	SQ FT			
1	COUNTY:		ZIP:		1					TOTAL BUILDING AREA;	SQ FT			
DESCRI	PTION OF OPERATIONS:				· · ·		1			ANY AREA LEASED TO OT				
LOC #	STREET			СІТ	Y LIMITS	INT	EREST	# FULL	TIME EMPL	ANNUAL REVENUES: \$				
							OWNER			OCCUPIED AREA;	SQ FT			
BLD #	CITY:		STATE:		OUTSIDE		TENANT	# PART	TIME EMPL,	OPEN TO PUBLIC AREA:	SQ FT			
	COUNTY:		ZIP:				<u> </u>			TOTAL BUILDING AREA:	SQ FT			
DESCRIP	TION OF OPERATIONS:									ANY AREA LEASED TO OT	HERS? Y / N			
NATU	RE OF BUSINESS													
AP#	ARTMENTS CONTRAC	CTOR M		F	RESTAURAN	TΓ	SERVIC	X X	aircraft h	angar -Insured DATE hangar 8 mont STAF	E BUSINESS RTED (MM/DD/YYYY) 01/01/2007			
	NDOMINIUMS   INSTITUT	IONAL 0	FFICE	F	RETAIL		WHOLE	SALE			01/01/2007			
RETAILS	INSTALLATION, SERVICE OR REPAIR WORK OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK									E OR REPAIR WORK				
	STORES OR SERVICE OPERATION					%		I		%				
	DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS													
ADDIT	IONAL INTEREST (Not a	II fields apply	to all scenarios	- pr	ovide or	ıly t	he necessa	iry data) /	Attach AC	ORD 45 for more Ac	ditional Interests			
		NAME AND ADDRI	ESS RANK:	EVIDE	NCE;	CEF	RTIFICATE	POLICY	SEND BI	L INTEREST IN	TEM NUMBER			
INS										LOCATION:	BUILDING:			
WA	OWNER OWNER									VEHICLE:	BOAT:			
EME										AIRPORT:	AIRCRAFT:			
AS LEA	SEBACK									ITEM CLASS: ITEM DESCRIPTION	ITEM:			
ow	NER HOUTLE	REFERENCE / LOA	AN #:		INT	ERFS	TEND DATE:			TEM DESCRIPTION				
		LIEN AMOUNT:	-				A/C, No, Ext):			FAX (A/C, No):				
REASON	FOR INTEREST:						DDRESS:			· · · - • ·				

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AGENCY CUSTOMER ID: AMMANAG-01

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JCROSSCUP

GE	NERAL INF	ORMATI	ON					AGENCY CU	STOMER ID:	AMMANAG-01	JCRO	055	C01-
EXPI	LAIN ALL "YES"	RESPONSE	8										Y/N
1a.	IS THE APPL	ICANT A S	UBSIDIA	ARY OF	ANOTHER E	NTITY ?							N
	PARENT COM	IPANY NAM	E						RELATIONSHIP	DESCRIPTION	% OWNED		
1b.	DOES THE A	PPLICANT	HAVE A	ANY SU	BSIDIARIES?	,						+	N
	SUBSIDIARY COMPANY NAME RELATIONSHIP DESCRIPTION % OWNED								14				
2,	IS A FORMAL	SAFETY	PROGR	AM IN O	PERATION?		-						
		MANUAL			MONTHLYM		1						Ν
		POSITION			OSHA		L						
3.			AMMAB	LES. EX		CHEMICALS?						-+	N
													14
4.	ANY OTHER	INSURAN	CE WIT	H THIS	COMPANY?	(List policy numbers)						-	
	LINE OF BUS	NESS		POLIC	YNUMBER			LINE OF BUSINESS		POLICY NUMBER			
5.	L ANY POLICY	OR COVE	RAGE D		D, CANCELL	ED OR NON-RENEWED D	L. UI	RING THE PRIOR T	HREE (3) YEARS	S FOR ANY PREMISES OR		-+	
	OPERATION	S? (Misso	u <mark>ri A</mark> ppl	icants -	Do not answ	ver this question)		[]					
	NON-PA				r I	PRESENTS CARRIER							
<b></b>	NON-RE			NDERWF		CONDITION CORRECTED	_	· · · · · · · · · · · · · · · · · · ·			··		
6.	ANY PAST LO	DSSES OR	CLAIMS	S RELAT	FING TO SEX	(UAL ABUSE OR MOLESTA	٩T	ION ALLEGATIONS	, DISCRIMINATI	ON OR NEGLIGENT HIRING	?		Ν
_									<u> </u>				
7.	DURING THE BRIBERY, AF	LAST FIVI	E YEAR	S (TEN I HER AR:	IN RI), HAS A SON-RELATE	INY APPLICANT BEEN IND ED CRIME IN CONNECTION	NC N	TED FOR OR CON	VICTED OF ANY	DEGREE OF THE CRIME OF	F FRAUD,		Ν
	(In RI, this que	estion musi	i be ansy	wered by	/ any applicar	t for property insurance. Fa	ailt	ure to disclose the ex	distence of an ars	on conviction is a misdemean	or punishable		
	by a sentence	of up to or	ne year c	of Impris	o <b>n</b> ment).								
0													
8.	OCCURRENCE		IRE ANI	J/OR S/	APETY CODE	VIOLATIONS?							
	DATE	EXPLAN	ATION					RE	SOLUTION		RESOLUTION DATE		
9.	HAS APPLIC	ANT HAD A	FORE	CLOSUF	RE, REPOSSI	ESSION, BANKRUPTCY OF	RI	FILED FOR BANKRI	JPTCY DURING	THE LAST FIVE (5) YEARS?			
	OCCURRENCI DATE	EXPLAN	ATION					RE	SOLUTION		RESOLUTION DATE		
	21,12										DATE	1	
10.	HAS APPLIC	ANT HAD A	JUDGE	MENT	OR LIEN DUP	RING THE LAST FIVE (5) YE	EA	ARS?			I		
	OCCURRENCI	3				·····					RESOLUTION		
	DATE	EXPLAN	IATION					RE	SOLUTION		DATE		
	[										ļ		
			1 4055	IN 1 4	11070								
11.	HAS BUSINE		'LACED	INAI	RUSTY				<u></u>				
	NAME OF TRU	JAT									ļ		
12.	ANY FOREIG		DONS, P	OREIG	N PRODUCT	S DISTRIBUTED IN USA, O	DR	US PRODUCTS SC	DLD/DISTRIBUT	ED IN FOREIGN COUNTRIES	5?		N
13.						d/or ACORD 816 for Propert JRES FOR WHICH COVER	_		STED?				
	202010121								516.62				
RE	MARKS / PR	OCESSIN		TRUCT	IONS (ACC	DRD 101. Additional Rev	m	arks Schedule n	nav be attache	d if more space is requi	red)		
	uel in aircr uel in aircr							<u></u>	y wo unaolik	en mere opage la requi	<u></u>		
	IOR CARRI	ER INFOI	RMATI	ON			_						

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YEAR CATEGORY PROPERTY GENERAL LIABILITY AUTOMOBILE OTHER: CARRIER POLICY NUMBER PREMIUM \$ \$ \$ \$ EFFECTIVE DATE EXPIRATION DATE

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# PRIOR CARRIER INFORMATION (continued)

## AGENCY CUSTOMER ID: AMMANAG-01

JCROSSCUP

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:				
	CARRIER								
	POLICY NUMBER								
	PREMIUM	\$	\$	\$	\$				
ļ	EFFECTIVE DATE								
	EXPIRATION DATE								
	CARRIER								
	POLICY NUMBER								
	PREMIUM	\$	\$	\$	\$				
	EFFECTIVE DATE								
	EXPIRATION DATE								
LOSS	LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)								

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS

FOR THE LAST	YEARS				TOTAL LOSSES: \$		
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO- GATION Y/N	CLAIM OPEN Y/N
					_		
OLON ATUDE							

### SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE, YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's bitting):

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with Intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with Intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall lncur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand collars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE		STATE PRODUCER LICENSE NO (Regulared in Florida)
1200 Mar	Kevin Mason	
APPLICANT'S SIGNATURE	DATE 9/1/1	NATIONAL PRODUCER NUMBER
MUMODUHOM		
ACORD 125 (2013/09)	Page 4 of 4	



AGENCY CUSTOMER ID:

AMMANAG-01

JCROSSCUP

PROPERTY SECTION	ON
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ACORD	PROPERTY	SECTION	DATE (MM/DD/Y) 8/23/2016	
AGENCY NAME Acentria, Inc - Panama City Office		CARRIER	NAIC CO	DE
POLICY NUMBER		NAMED INSURED(S) AM Management, inc.		

BLAN	KET SUMMARY				
BLKT #	AMOUNT	ТҮРЕ	BLKT#	AMOUNT	ТҮРЕ
			<u> </u>		

	PREMISES #: 1	STREET	ADDRE	ss: 1	001 Airpor	t Ro	oad, De	stin,	FL 325	41					
PREMISES INFORMATION				aircraft ha											
SUBJECT OF INSURANCE	AMOUNT	COINS %	3781 83		USES OF LOSS	S IN	VELATION	D	DED	DED TYPE	BLKT	FORM	S AND CONE	THONS TO	APPLY
Building	100,000	90	R	Spe thef	çlal (Includin t)	ng	<u>, , , , , , , , , , , , , , , , , , , </u>		1,000			5% wind	/\$5000 r	nin	
													···		
ADDITIONAL INFORMATION	BUSINESS INCOME / EXT	RA EXPEN	SE - Atta	ich AC	ORD 810		\	VALUE	REPORT	ing info	RMATIO	DN - Attach At	CORD 811	_	
ADDITIONAL COVERAGES	, OPTIONS, RESTRIC	<u>FIONS, E</u>	NDO	RSEN	MENTS AND	D R/	ATING I	NFO	RMATIC	DN .					
SPOILAGE DESCRIPTION OF PE	ROPERTY COVERED					L	JMIT			REFRIG		OPTIONS			
(Y / N)						4	6			AGREE		BREA	KDOWN OR		
						E	DEDUCTIB	LE				POWI	ER OUTAGE		elling Rice
SINKHOLE COVERAGE (Required in Florida) ACCEPT COVERAGE RE								EJECT C	OVERAGE		LIMIT: \$		• • •		
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV) ACCEPT COVERAGE REJECT CO									OVERAGE		LIMIT: \$				
PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK # OF OPEN SIDES ON STRUCTURE;															
CONSTRUCTION TYPE	DISTANCE TO		FIE	e nis	TRICT		CODE NUN	MRED	PROT	ci #st	ORIES	# BASM"TS	YR BUILT	TOTAL	ADEA
Non-Combustible	HYDRANT FIRE S	1 MI Des						ADER	3		1	0	1999	3,250	
BUILDING IMPROVEMENTS	BL PLUMBING, YR;	DG CODE GRADE	TAX	CODE	ROOF TYPE Metal	E		othe	ROCCU	ANCIES					
		ND CLASS		s	EMI- RESISTIV	Æ		ł	HEATING	SOURCE R FIREPL/		VOODBURNIN	IG DATE	ALLED:	<b></b>
OTHER:	YR:	RESIST	VE						JFACTUR		10E IN		iiyə i	4LL, E, U,	
PRIMARY HEAT	_				SE	ECON	IDARY HE	AT							
BOILER SOLID FL						B	JILER		SOLIE	) FUEL					
IF BOILER, IS INSURANCE PLA		/ N				IF	BOILER, I	s Insl	URANCE	PLACED E	LSEWI	IERE?	Y/N		
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSL	RE & DIST	ANCE		FR	RONT	EXPOSUI	RE&D	NSTANCE			REAR EXPO	SURE & DIS	TANCE	
BURGLAR ALARM TYPE		CERT	FICATE	#							EXF	PIRATION DAT		NTRAL ATION	
BURGLAR ALARM INSTALLED AND	SERVICED BY				EX	XTEN	T		GR	ADE	# G	UARDS / WAT			(HOURLY
PREMISES FIRE PROTECTION (Sprin	nklers, Standpines, CO2 / Che	mical Syst	ams)		% SPRNK	E I									
					20 01 10412	` ''	NE ALAN			1-11			-		RAL STATION _ GONG
ADDITIONAL INTEREST	ACORD 45 attac	hed for	additi	onal	names	1									
INTEREST	NAME AND ADDRESS RAM		EVIDE			TICAT	E.					IN	TEREST IN	TEMNIM	BER
X LOSS PAYEE	Okaloosa County Reg	gional A	irport									LOCATION:		BUILDIN	
MORTGAGEE	Jack Allen 602C North Pearl St.		-									ITEM B		ITEM: 1	<u> </u>
	Crestview, FL 32536											ITEM DESC		_ زالات د .	
												1001 Air		d, Des	tin, FL
í í	REFERENCE / LOAN #:											32541			

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					ļ	GENCY (	CUSTO	OMEF	. ID:		AMM	AN/	AG-01			JCROSSCU
ADDITIONAL	PRE	MISES #:	STREET	ADDRES	S:								······			
PREMISES INFORMATIO	N вол	DING #:	BLDG DI	ESCRIPT	ION:											
SUBJECT OF INSURANCE		AMOUNT	COINS %	VALU-	CAUSE	ES OF LOSS	INFL/ GUA	TION	DEC	<u>, Т</u> ,	DED B YPE	LKT #	EORM	S AND CC		TIONS TO APPLY
							GUA	<u>RU %</u>			YPE .	#				IONS TO APPLT
		• •														
				1												
													·			
								1								
ADDITIONAL INFORMATION	BUSIN	ESS INCOME /	EXTRA EXPENS	SE - Atta	h ACOF	D 810	- 	Πv	ALUE RE	PORTIN			N - Attach AG			
ADDITIONAL COVERAGES	· · · · · · · · · · · · · · · · · · ·			-			RATI						A - Augoli A			
SPOILAGE DESCRIPTION OF P						11107440	LIMD					4 11 IT	OPTIONS			
COVERAGE							\$				EFRIG M. AGREEMI			KDOWAL		ONTAMINATION
(Y/N)							L.	UCTIBL	E		(Y / N)		-	ER OUTA		SELLING
							\$									
SINKHOLE COVERAGE (Required i	in Florida)				AC	CEPT COVE			REIE	ECT COV	FRAGE		LIMIT: \$			
MINE SUBSIDENCE COVERAGE (R	equired in l	L, IN, KY and V				CEPT COVE				CT COV			LIMIT: \$			
PROPERTY HAS BEEN DESIG	NATED AN	HISTORICAL L	ANDMARK										OF OPEN S		STRI	
<b>/</b>															0, KU	
	I															
CONSTRUCTION TYPE	H	DISTANCE IYDRANT FI	RE STAT	FIR	DISTRI	СТ	COD	e num	BER	PROTICL	#STOR	ies	# BASM'TS	YR BUII	17	TOTAL AREA
		FT														
BUILDING IMPROVEMENTS			BLDG CODE GRADE	TAX C	ODE	ROOF TYPE		!	OTHER C	CCUPA)	ICIES					
WIRING, YR:	Plumbing,	YR:												_		
ROOFING, YR:	HEATING, Y	′R:	WIND CLASS		SEM	- RESISTIVE			HEA	ATING SC DVE OR F	URCE IN	CL W E INS	oodburnin Ert	G D/ IN	ATE ISTAL	LED:
OTHER:	YR:		RESISTIN	/E					MANUFA	CTURER	:					
PRIMARY HEAT	Ē	-				SEC	ONDAR	RYHEA	л		_					
BOILER SOLID FU	L		· ·				BOILE	R		SOLID FL	JEL					
IF BOILER, IS INSURANCE PLA	ACED ELSE		Y/N				IF BO	LER, IS	INSURA	NCE PL/	CED ELS	EWH	ERE?	Y/N		
RIGHT EXPOSURE & DISTANCE		LEFT EXP	OSURE & DIST/	ANCE		FRO	NTEXP	POSUR	E & DIST	ANCE			REAR EXPO	SURE & I	DISTA	NCE
														· · · · · · · · · · · · · · · · · · ·		
BURGLAR ALARM TYPE			CERTI	FICATE	ŧ							EXP	IRATION DAT	Е	CEN	TRAL LOCAL
													<b>_</b>			KEYS
BURGLAR ALARM INSTALLED AND	SERVICED	BY				EXT	ENT			GRAD	E	#GL	JARDS / WAT	CHMEN		CLOCK HOURLY
DECINOPALIDE DESTROYION IN																
PREMISES FIRE PROTECTION (Spril	nklers, Stai	napipes, CO2 /	Chemical Syste	ms)		% SPRNK	FIRE A	LARM	MANUFA	ACTURE	ł					CENTRAL STATION
	r														1	LOCAL GONG
ADDITIONAL INTEREST			ached for a			r										
INTEREST	NAME AN	D ADDRESS	RANK:	EVIDEN	CE:	CERTIFIC	ATE					ļ	IN	TEREST		MNUMBER
LOSS PAYEE													LOCATION:		E	UILDING:
MORTGAGEE													ITEM CLASS:		Г	TEM:
													ITEM DESCR	RIPTION		
		CE/LOAN #:												_	_	
REMARKS (ACORD 101,	Additio	nal Remark	<u>(s Schedul</u>	e, may	be at	tached if	more	spac	<u>ce is re</u>	equire	<u>1) (t</u>					

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## SIGNATURE

AGENCY CUSTOMER ID:

AMMANAG-01

# Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

## Applicable in CO

It is unlawful to knowlngly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

# Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

## Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance, and there is a presented insurance and the personal or contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

## Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties\* (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

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Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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# Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

HE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS B RESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE	
	STATE PRODUCER LICENSE NO

PRODUCER'S SIGNATORE BUY Man	Kevin Mason		(Required in Florida)
APPLICANT'S SIGNATURE KING AKARDON		DATE 8/23/2016	NATIONAL PRODUCER NUMBER
ACORD 140 (2014/12)	Page 3 of 3		



# AGENCY CUSTOMER ID: AMMANAG-01

JCROSSCUP

# FORMS AND ENDORSEMENTS SCHEDULE

Page 1 of 1

AGENCY		CARRIER	NAIC CODE
Acentria, Inc - Panama City Office			N/A
		NAMED INSURED(S)	·
	09/14/2016	AM Management,Inc.	

# FORMS AND ENDORSEMENTS

)C #	VEH #	BOAT # ITEM #	FORM NUMBER NMA 2868	FORM NAME	EDITION DATE	COPYRIGHT OWNER CODE
			CF150	SUPPLEMENTAL DECLARATIONS	4410414005	
			SCU-004	SCHEDULE OF FORMS AND ENDORSEMENTS	11/01/1985	
			IL 00 17	COMMON POLICY CONDITIONS	11011000	
			SCU-002	COLLECTIVE CERTIFICATE ENDORSEMENT	11/01/1998	
					10/01/2013	
			SCU-003	SYNDICATE ALLOCATION ENDORSEMENT	10/01/2013	
			SCU-005	MINIMUM EARNED PREMIUM CLAUSE	10/01/2013	
			CP 03 20		10/01/1992	
		· · · ·	CP1218	LOSS PAYABLE PROVISIONS	10/01/2012	
			LMA5018			
			LMA5019	ASBESTOS ENDORSEMENT	11/01/2014	
		· · ·	LMA5020	SERVICE OF SUIT CLAUSE (U.S.A.)	09/14/2005	
			LMA5021	APPLICABLE LAW (USA)	09/14/2005	
			LSW546	TOTAL OR CONSTRUCTIVE LOSS CAUSE	<u> </u>	
			LSW1135B	LLOYD'S PRIVACY POLICY STATEMENT	06/01/2003	
			NMA464	WAR AND CIVIL WAR EXCLUSION CLAUSE	01/01/1983	
			NMA1191	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-PHYSI	05/07/1959	
			NMA1331	CANCELLATION CLAUSE	04/20/1961	
			NMA2341	USA& CANADA LAND, WATER AND AIR EXCLUSION	11/24/1988	
_			NMA2342	SEEPAGE AND/ OR POLLUTION AND/ OR CONTAMINATION E	11/24/1988	
			NMA2802	ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)	12/17/1997	
			NMA2915	ELECTRONIC DATA ENDORSEMENT B	01/25/2001	••••••••••••••••••••••••••••••••••••••
			NMA2920	TERRORISM EXCLUSION ENDORSEMENT	10/08/2001	
			NMA2962	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION	02/06/2003	
			LMA3100	SANCTION LIMITATION AND EXCLUSION CLAUSE	09/15/2010	
			LSWLOOL	Several Liability Notice - 1001		
			LMA5219	U.S. Terrorism Risk Insurance Act of 2002 as amend	01/12/2015	· · · · · · · · · · · · · · · · · · ·
			CP 00 10	BUILDING AND PERSONAL PROPERTY COVERAGE FORM	10/01/2012	
		· · · ·	CP 00 90	COMMERCIAL PROPERTY CONDITIONS	07/01/1988	
			CP 10 30	CAUSES OF LOSS - SPECIAL FORM	10/01/2012	
			CP 01 25	FLORIÐA CHANGES	07/01/2008	
-			IL01 75	FLORIDA CHANGES - LEGAL ACTION AGAINST US	07/01/2002	
			IL 02 55	FLORIDA CHANGES -CANCELLATION AND NON RENEWAL	03/01/2000	
				TECREATOR AND	03/01/2000	<u></u>
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ACORD 829 LOB (2009/05)

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# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as **defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD418.50
$\times$	I hereby elect to have coverage for acts of terrorism <u>excluded</u> from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's signature

Print Name

Date

..... Syndicate on behalf of certain underwriters at Lloyd's

Policy Number

LMA9104 12 January 2015

# AMENDMENT NUMBER ONE

# TO

# BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

# AND

# AM MANAGEMENT, INC.

This AMENDMENT NUMBER ONE, fully executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and AM MANAGEMENT, INC. (hereinafter called "LESSEE").

# WITNESSETH:

WHEREAS, the LESSEE entered into Assignment of Lease effective October 4, 2007; (the "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 5 LOT 2 at the Destin Executive Airport (the "DTS") in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of March 15, 2021; and

WHEREAS, this AMENDMENT shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the Original Lease Agreement, Supplemental Agreements, Amendments and Assignment of Leases; and

WHEREAS, the Board of County Commissioners (the "Board") in open session on February 17, 2015 eliminated the requirement to have lessees pay for the 10 foot setback from the footprint of hangars. The Board also authorized the term and associated expiration date to be extended for two (2) additional years as fair compensation for the previously paid setback rent. The Lessee's revised square footage will be included in the annual increase effective for the October 2015 invoicing.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Lessee agree as follows:

# SECTION 1:

The new expiration date of this Lease will be March 15, 2023.

1

LEASE # L08-0307-AP AM MANAGEMENT, INC. DAP BLOCK 2/LOT 2 EXPIRES: 03/15/2023

# **SECTION 2:**

Section 6 a: Ground Lease is amended 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 Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes THREE THOUSAND TWENTY (3,020) square feet at <u>TWO DOLLARS AND TWENTY FOUR CENTS</u> (\$2.24) per square foot per year for a total annual cost of <u>SIX THOUSAND SEVEN HUNDRED SIXTY FOUR DOLLARS AND EIGHTY CENTS</u> (\$6,764.80) plus tax.

# SECTION 3:

Section 29: Legal Description is amended to read:

Block 5 Lot 2. Commence at the Southeasternmost corner of Lot 33, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W. (Basis of Bearings) along the East line of said subdivision for a distance of 106.07 feet; Thence departing said East line proceed N.52°00'00"E for a distance of 108.55 feet to THE POINT OF BEGINNING; Thence N.38°00'00"W. for a distance of 50.30 feet; Thence N.52°00'00"E. for a distance of 60.04 feet; Thence S.38°00'00"E. for a distance of 50.30 feet; Thence S.52°00'00"W for a distance of 60.04 feet; to the POINT OF BEGINNING. Parcel described contains 3020 square feet or 0.069 acres.

# SECTION 4:

All other provisions of the Lease, as subsequently amended, shall remain in full force and effect.

(The remainder of this page intentionally left blank)

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

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA NATHAN D. BOYLES CHAIRMAN ATTEST: ACOCK, II CLERK & COMPTROLLER OKALOOSA COUNTY, FLORIDA AM MANAGEMEN JAMES R. MILLER DATE: 3127 WITNESS Steve Gordon PRINT NAME WITNESS WITNESS Sorah Slaymaker PRINT NAME

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

	21115
Contract/Lease Number: <u>68-0305-AP</u>	Tracking Number: <u>129</u> 2-15
Contractor/Lessee Name: AM Management, IN	Grant Funded: YESNOX
Purpose: Anwendment No. One (Delete 10ft requi	report adextand EXP. Date)
Date/Term: $3 - 15 - 23$	1. 🕅 GREATER THAN \$50,000
Amount: 16, 364, 80 annually pluster	2. 🔲 GREATER THAN \$25,000
Department: Airports	3. 🔲 \$25,000 OR LESS
Dept. Monitor Name: <u>Herman / Miner</u>	
Document has been reviewed and includes any attachme	ents or exhibits.
Purchasing Review	
Procurement requirements are met:	
- Aur	Date: 2-23-15
Purchasing Director or designee	
Risk Management Revie	ew
Approved as written:	1 1
Risk Manager or designee	Date: 3/18/15
County Attorney Review	w
Approved as written:	Zella
County Attorney	
Following Okaloosa County ap	oproval:
Contract & Grant	
Document has been received:	
Contracts & Crants Manager	Date:
Contracts & Grants Manager	

75 Done 3/18





# CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder):	Okaloosa C C/O John C 602C North Crest View,	hristopher Pearl Street
The following policy(ies) have been issued to:	AM Manage 2871 Heinz Suite B Iowa City, I	Road
POLICY INFORMATION:		
AIRCRAFT POLICY NO: CA 00	0136106	POLIC

Y PERIOD: FROM: September 11, 2014 TO: September 11, 2015 THIS COVERAGE IS EFFECTIVE 12:01 A.M. September 11, 2014 INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY CO	BILITY COVERAGES: LIMITS OF LIABILITY					
			EACH PERSO	N	EACH OCCURRE	ENCE
Bodily Inj	ury		\$		\$	
Property	Damage		\$		\$	
Passenge	er Bodily Injury		\$		\$	
🛛 Single Lir	nit 🖾 Including	Excluding Passengers	\$XXXX		\$ 1,000,000	
With Pase	senger Liability	Limited to:	\$		\$	
DESCRIPTIO	N OF AIRCRA	FT PHYS	ICAL DAMAGE CO	VERAGE: AL	L RISKS GROUND	& IN-FLIGHT
			INSURED		DEDUCTIBLES	, ,
<sup>.</sup> .A.A. NO.	YEAR	MAKE AND MODEL	VALUE	NOT IN MOTIO	IN-MOTION	INGESTION
1850BZ	2007	Socata TBM 850	\$	\$	\$	S

THIS CERTIFICATE HOLDER IS:

Included as a Loss Payee for Aircraft Physical Damage Coverage. 

Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.

- Is included as an Additional Insured on Aircraft Liability Coverage but only with respect to hangaring of N850BZ, Socata TBM 700.
- Is provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

# OTHER COVERAGES / CONDITIONS / REMARKS:

This coverage includes War Physical Damage Coverage 

This coverage includes War Liability Coverage

This coverage includes TRIA Liability Coverage

This coverage includes TRIA Physical Damage Coverage

Provision has been made to give the Certificate Holder thirty (30) days notice of cancellation - ten (10) days for nonpayment of premium of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(les) specified above, nor does it affirmatively or negatively amend, extend or alter coverage afforded by the policy(ies) listed within.

Phoenix Aviation Representative:

Agency Name:	CS&A Aviation Insurance	le il m	
Agency Phone:	1.800.999.1109	Megziffi	
			Date: 9/9/2014

Date: 9/9/2014

1990 VAUGHN ROAD, SUITE 350 KENNESAW, GA. 30144 | PH: (770) 590-4950 | FX: (770) 590-0599 A MEMBER OF THE OLD REPUBLIC INSURANCE COMPANY

the number of claims made against you.

**Example:** Suppose your single limit coverage for bodily injury and property damage is \$1,000,000 and the Coverage Data Page does not indicate that your policy has an "each passenger" coverage limit. There is a covered liability claim made against you for \$700,000 for bodily injury and \$500,000 for property damage. Even though the total claim is \$1,200,000 the most we will pay is your coverage limit of \$1,000,000.

**Each Passenger Coverage limits.** If the Coverage Data Page shows a coverage limit for "each passenger", the most we will pay for bodily injury to any one passenger who is injured in an occurrence is the amount shown on the Coverage Data Page. The "each occurrence" limit is the most we will pay for all bodily injury that results from an occurrence regardless of the number of persons bringing a claim or the number of claims made against you.

**Example:** Suppose you have an "each passenger" limit of \$100,000 and an "each occurrence" limit of \$500,000. There are six passengers injured in an occurrence and you are legally responsible for their injuries. The most we will pay for any one passenger's claim is \$100,000 regardless of the number of claimants bringing a claim for the passenger's injuries or the number of claims made as a result of the injuries to the passenger. We will not pay more than a total of \$100,000 for any one passenger or more than \$500,000 for all of the liability claims arising from that occurrence.

Airport premises accidents. If you are legally responsible for bodily injury or property damage loss that results from your use or maintenance of the premises where you park or store your aircraft, we will pay on your behalf claims that someone else files against you for the loss. The loss must result from an occurrence that happens during the policy period. This coverage is part of and not in addition to the Coverage Limit. However the total amount we will pay for all claims for bodily injury and property damage arising from one occurrence is the "each occurrence" amount indicated on the Coverage Data Page. If you have more that one aircraft insured under this policy, the most we will pay is one "each occurrence" limit.

#### Voluntary Payments for Bodily Injury

You may also choose to have coverage for Voluntary Payments for bodily injury. Voluntary Payments for Bodily Injury Coverage protects you for passengers who die, or who are disabled or dismembered, directly and solely as a result of bodily Injury caused by an occurrence, involving your aircraft. If the body of a passenger is not found within a year of an occurrence, we will assume that the passenger has died.

You are also protected under this coverage against death or injury to passengers caused by unavoidable exposure to the elements as the result of an occurrence involving your aircraft.

Voluntary Payments for Bodily Injury Coverage applies whether or not you are legally responsible for the bodily injury to passengers caused by an occurrence.

What we will pay. If you request it, we will make Voluntary Payments for Bodily Injury up to these amounts, provided you have this type of coverage shown on the Coverage Data Page:

For loss of life	The Benefit Amount
For loss of two or more body parts (a body part is a	
hand, foot or eye)	The Benefit Amount
For loss of one part (dismemberment)	One-Half the Benefit Amount
For permanent total disability	The Benefit Amount
For temporary total disability maximum weekly payment	Not more than \$1,250.

The Benefit Amount is shown on the Coverage Data Page.

**Dismemberment and death.** A passenger is dismembered if his or her hand or foot is severed at or above the wrist or ankle joint. Total and permanent loss of sight in one eye is also considered dismemberment.

If a passenger dies, or loses two or more body parts within one year from the date of the occurrence, we will pay the total Benefit Amount. If a passenger loses one body part, we will pay one-half the Benefit Amount. But we will deduct from these amounts any payment we have already made for total disability.

L 08-0307

C B	-	ORD							DATE	CLINDNE (MM/DD/YYYY)	
C B				RTIFICATE OF P					9	/10/2014	
	ER EL(	TIFICATE DO	DES NOT AFF	AS A MATTER OF INFORMATION IRMATIVELY OR NEGATIVELY AM OF INSURANCE DOES NOT CONS ER, AND THE CERTIFICATE HOLDE	END, EXTEND O	R ALTER THE C	ov	ERAGE AFFORDED	BYTH	E POLICIES	
I	lf th	is certificate	is being prepa	red for a party who has an insurable	interest in the pro	operty, do not use	e thi	s form. Use ACORE	27 or	ACORD 28.	
PRODUCER					NAME:	CONTACT NAME:					
Acentria, Inc - Destin Office 4634 Gulfstarr Drive Destin, FL 32541					ADDRESS:	PHONE (A/C, No, Ext); (850) 650-1950         FAX (A/C, No): (850)           E-MAL ADDRESS:         PRODUCER CLISTOMER ID: AMMANAG-01					
					CUSTOMER ID:	and the second s				NAIC #	
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			251		INSURER E :						
_	-				INSURER F :						
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۹ [	CAU	ISES OF LOSS	DEDUCTIBLES	77MCW1751	09/14/2014	09/14/2015		PERSONAL PROPERTY	s		
		BASIC	BUILDING 1,000					BUSINESS INCOME	S		
-		BROAD	CONTENTS	-				EXTRA EXPENSE	s		
-	X	SPECIAL		_			-	RENTAL VALUE	S	2012 - C	
-	_	WND		-			-	BLANKET BUILDING	\$		
-	-	FLOOD		-				BLANKET PERS PROP BLANKET BLDG & PP	S S		
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	X	\$5,000 Min. Win							s		
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# **EXHIBIT B**

# **CONTRACT & LEASE AGREEMENT CONTROL FORM**

Date: 10/10/2007

Contract/Lease Control #: L08-0307-AP14-122

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

Award to/Lessee: AM MANAGEMENT, INC./JAMES MILLER

Lessor: OKALOOSA COUNTY

Effective Date: 10/4/2007

Amount: \$151,228.00

Term/Expires: 3/15/2021

Description of Contract/Lease: DAP BLOCK 2/LOT 2 REASSIGNMENT FROM RASCORP TO AM MANAGEMENT

Department Manager: AIRPORT

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

**Date Closed:** 

# ACKNOWLEDGMENTS

STATE OF Low COUNTY OF Johnson

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JAMES R. MILLER 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 27 day of March, 2015, AD.

RIAL & STACY MUKPHY Commission Number 751635 My Commission Expires

Stay Minghi NOTARY 3/7/17

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

# ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this day of <u>October</u>, 2007, by and between RASCORP EMERALD COAST, INC., (hereinafter referred to as the "FIRST PARTY") and AM MANAGEMENT, INC., (hereinafter referred to as the "SECOND PARTY").

## WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar and lease with Makaira Aircraft Sales, LLC, effective April 20, 2006, consisting of FIVE THOUSAND FOUR HUNDRED ONE (5,401) square feet at the Ft. Walton Beach/Destin Airport, with a current expiration date of March 15, 2021.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the 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 5 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: Change Section 6 Rentals a Ground Lease to read:

## SECTION 6: RENTALS

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

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground

L08-0307-AP14-122 LESSEE: AM MANAGEMENT, INC. DAP LOT 2/BLOCK 5 EXPIRES: 3/15/2021 lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes FIVE THOUSAND FOUR HUNDRED ONE (5,401) square feet at <u>TWO DOLLARS</u> (\$2.00) per square foot per year for a total annual cost of <u>TEN THOUSAND EIGHT HUNDRED TWO DOLLARS</u> (\$10,802.00) plus tax.

SECTION 2: Change Section 19 Notices to read:

# **SECTION 19: NOTICES**

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: AM Management, Inc., James R. Miller, 2000 Zink Road, Fairborn, OH 45324.

# SECTION 3: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE consists of the following: Sections 1 to 3. 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.

ANAL<u>I</u> RASCORP Emerald Coast Inc.

RICHARD A. SHELDON FIRST PARTY

ATTESTS:

. .

Lunett WITN

AM MANAGEMENT, INC.

AMES R. MILLER PRESIDENT SECOND PARTY

ATTESTS:

Ingela M. Mille

This Assignment of Lease is adopted this 2nd day of 0ctober, 2007. BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA rou DON R. AMUNDS CHAIRMAN SEA ATTEST: GARY . ŠTANFORD DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA

, **k** 

## ACKNOWLEDGMENTS

# STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RICHARD A. SHELDON 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  $\frac{147k}{14}$  day of  $\frac{1600}{14}$ , 2007, AD.

Devinly & Garrela



Notary Public State of Florida Beverty J Garrett My Commission DD548467 Expires 06/15/2010

My Commission expires:

STATE OF FLORIDA Colorado COUNTY OF OKALOOSA GUNNISON

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JAMES R. MILLER 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  $\frac{19^{th}}{2007}$  day of September, 2007, AD.



My Commission Expires Sent. 14, 2008

My Commission expires: <u>9-14-08</u>

# ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this <u>A</u>(*h*) day of <u>()</u>(<u>)</u>, 2007, by and between RASCORP EMERALD COAST, INC., (hereinafter referred to as the "FIRST PARTY") and AM MANAGEMENT, INC., (hereinafter referred to as the "SECOND PARTY").

#### WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar and lease with Makaira Aircraft Sales, LLC, effective April 20, 2006, consisting of FIVE THOUSAND FOUR HUNDRED ONE (5,401) square feet at the Ft. Walton Beach/Destin Airport, with a current expiration date of March 15, 2021.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the 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 5 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: Change Section 6 Rentals a Ground Lease to read:

### SECTION 6: RENTALS

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

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground

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EDS DIGE ARTAINE ELESSEE - ANTAINA AGENE ARTA DAR FOR 2003 (CERSS EXPERTS: DEPOSIT lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes FIVE THOUSAND FOUR HUNDRED ONE (5,401) square feet at <u>TWO DOLLARS</u> (\$2.00) per square foot per year for a total annual cost of <u>TEN THOUSAND EIGHT HUNDRED TWO DOLLARS</u> (\$10,802.00) plus tax.

# SECTION 2: Change Section 19 Notices to read:

# SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: AM Management, Inc., James R. Miller, 2000 Zink Road, Fairborn, OH 45324.

#### SECTION 3: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE consists of the following: Sections 1 to 3. 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.

RASCORP Emerald Coast Inc.

RASCORP Emerald Coast In RICHARD A. SHELDON FIRST PARTY

ATTESTS:

sanot

WITNESS

AM MANAGEMENT, INC. JAMES R. MILLER PRESIDENT SECOND PARTY

ATTESTS:

a.M. Milli WITNE

This Assignment of Lease is adopted this \_\_\_\_\_\_day of \_\_\_\_\_\_day of \_\_\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

DON R. AMUNDS SE 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 RICHARD A. SHELDON who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ , 2007, AD.

NOTARY

My Commission expires:

Notary Public State of Florida Beverly J Garrett My Commission DD548467 Expires 06/15/2010

STATE OF FLORIDA COUNTY OF OKALOOSA GUNNISON

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JAMES R. MILLER 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  $\frac{19^{21}}{19^{21}}$  day of <u>September</u>, 2007, AD.



My Commission Expires Sept. My Commission expires: \_\_\_\_\_\_

## ASSIGNMENT OF LEASE

20th day of April \_\_\_\_\_\_\_\_ This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this SALES, LLC, (hereinafter referred to as the "FIRST PARTY") and RASCORP EMERALD COAST, INC., (hereinafter referred to as the "SECOND PARTY").

## WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar and lease with JOHN AND BEVERELY SCOTT, effective February 1, 2002, consisting of THREE THOUSAND TWO HUNDRED FIFTY (3,250) square feet at the Ft. Walton Beach/Destin Airport, and original Lease dated July 19, 2001 with a current expiration date of March 15, 2021.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the 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 5 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individuallyowned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

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# SECTION 1: TERM

This lease shall expire on March 15, 2021.

L06-0272-AP15-108 LESSEE: RASCORP EMERALD COAST DAP LOT 2/BLOCK 5 EXPIRES: 3/15/2021

# SECTION 2: AIRCRAFT OWNERSHIP

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

# SECTION 3: IMPROVEMENTS TO COUNTY

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

# SECTION 4: CONSTRUCTION OF HANGAR

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

# SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

# SECTION 6: RENTALS

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

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes FIVE THOUSAND FOUR HUNDRED ONE (5,401) square feet at <u>ONE DOLLAR AND SIXTY (\$1.60</u>) cents per square foot per year for a total annual cost of <u>EIGHT THOUSAND SIX HUNDRED FORTY ONE DOLLARS AND SIXTY CENTS</u> (\$8,641.60) plus tax.

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

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

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

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

#### d. <u>LATE CHARGES:</u>

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

## SECTION 7: ESCALATION CLAUSE:

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

#### SECTION 8: UTILITIES

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

#### SECTION 9: RIGHTS OF LESSOR

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

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

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

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

# SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

# SECTION 11: CARE OF LEASED PREMISES

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

#### SECTION 12: MAINTENANCE IN LEASED PREMISES

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

# SECTION 13: TAXES

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

## SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

# SECTION 15: INSPECTION ON ASSIGNMENT

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

# SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

# SECTION 17: RIGHTS OF ENTRY RESERVED

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

# SECTION 18: INSURANCE

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

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

#### b. PROPERTY:

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

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

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

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

# SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Rascorp Emerald Coast, Inc., Richard A. Sheldon, 3576 Rosalie Drive, Destin, Florida 32541.

# SECTION 20: HOLD HARMLESS

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

## SECTION 21: BINDING NATURE OF LEASE

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

# SECTION 22: PROHIBITED ACTIVITY

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

# SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

# SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

# SECTION 25: TERMINATION BY LESSOR

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

## SECTION 26: NON-DISCRIMINATION

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

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

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

# SECTION 27: PLACE OF PAYMENTS

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

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH
EGLIN AFB, FLORIDA 32542-1413

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

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

#### SECTION 29: LEGAL DESCRIPTION

Block 5 Lot 2: Commence at the NAIL & DISK "PBSJ LB24", North American Datum 1983 (NAD83), adjustment of 1999, Florida North Zone with a State Plane Coordinates of X=1347219.83, Y=513328.20, located at the terminal end of the Taxiway Echo Control Baseline. Thence run N53°06'31"East, along said Taxiway Echo Control Baseline as monumented, for a distance of 545.99 feet to a point on the existing centerline of Runway 14/32; Thence run N36°52'26"W, along the said centerline of Runway 14/32, for a distance of 1954.08 feet; Thence leaving said centerline of Runway 14/32, run S52°46'43"W, for a distance of 624.75 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue S52°46'43"W for a distance of 64.69 feet; Thence run N36°39'16"W for a distance of 83.45 feet; Thence run N52°46'43"E for a distance of 64.69 feet; Thence run S36°39'16"E for a distance of 83.45 feet to the POINT OF BEGINNING.

Said lands lying in and being a portion of Section 31, Township2 South, Range 22 West, Okaloosa County, Florida, and containing 0.124 acres, more or less.

#### SECTION 30: RENEWAL OF LEASE

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

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

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

#### b. RENT:

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

## c. <u>NOTICE</u>:

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

#### SECTION 31: ENTIRE LEASE

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

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

MAKAIRA AIRCRAFT SALES, LLC JAMES MASSEY FIRST PARTY

ATTESTS:

**WITNESS** 

RÁSCORP EMÉRAĽD CÓAST INC. RICHARD A. SHELDON SECOND PARTY

ATTESTS:

Sobinson WITNESS

This Assignment of Lease is adopted this \_\_\_\_\_18th day of \_\_\_\_\_, 2006.

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

SEAL Cu SHERRY S. CAMPBELL

CHAIRMAN

ATTEST:

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

#### ACKNOWLEDGMENTS

# STATE OF FEORIDA ALABAMA COUNTY OF OKALOOSA SHELBY

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

Sworn and subscribed before me this  $24^{\text{M}}$  day of MARCH , 2006, AD.

there haves

Carle L. MBRIL

7/12/2004 NOTARY 7/12/2006

anda X. MBRIL

My Commission expires: 07-01-09

**STEPHANIE REEVES MY COMMISSION EXPIRES** 07-01-09

# STATE OF FLORIDA COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RICHARD A SHELDON 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  $\underline{30}$  day of  $\underline{March}$ , 2006, AD.

CARLA L. MCBRIDE Commission # DD0101702 Expires 7/12/200£ Bonded through Florida Notary Assn., Inc.

My Commission expires: