

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 5/22/15

**Contract/Lease Control #:** L08-0326-AP

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** MD Hangar, LLC.

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 8/20/2008

**Term/Expires:** 5/17/2035

**Description of Contract/Lease:** DAP BLOCK 7/LOT 1

**Department Manager:** AIRPORT

**Department Monitor:** D. Villani

**Monitor's Telephone #:** 651-7160

**Monitor's Fax #:** 651-7164

**Date Closed:**

**THIS GENERIC LEASE REPLACES LEASE #L211**



# CERTIFICATE OF PROPER

CONTRACT#: L08-0326-AP  
 MD HANGAR, LLC  
 DAP BLOCK 7/LOT 1  
 EXPIRES: 05/17/2035

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON  
 CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES  
 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED  
 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> _____		
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____	
<b>E-MAIL ADDRESS:</b> _____			
<b>PRODUCER CUSTOMER ID:</b> _____			
<b>INSURED</b> MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Indemnity Company (IND)		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL 32540

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS			
<input checked="" type="checkbox"/>	<b>PROPERTY</b>	9B108121	06/05/2021	06/05/2022	<input checked="" type="checkbox"/> BUILDING BUILDING (1/1) BUILDING (1/1) EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	\$			
	CAUSES OF LOSS								\$ 223,925
	BASIC					BUILDING			\$
	BROAD					CONTENTS			\$
<input checked="" type="checkbox"/>	SPECIAL								\$
	EARTHQUAKE								\$
	WIND								\$
	FLOOD								\$
									\$
									\$
	<b>INLAND MARINE</b>	TYPE OF POLICY				\$			
	CAUSES OF LOSS					\$			
	NAMED PERILS	POLICY NUMBER				\$			
						\$			
	<b>CRIME</b>					\$			
	TYPE OF POLICY					\$			
						\$			
	<b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$			
						\$			
						\$			

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Loss Payable Provision, DX T3 79 11 12 and Additional Insured, DX T3 71 11 12.

Certificate Holder is added as LP/AI as evidence by the form listed above.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536  AI/LP	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Hal Hunt</i>

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CONTRACT#: L08-0326-AP  
MD HANGER, LLC  
DAP BLOCK 7/LOT1  
EXPIRES: 05/17/20235

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POLICY NO.: NAB6509359

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## CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**

OKALOOSA COUNTY BCC  
5749 A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**

MJD Advisory Services, LLC.  
425 Broadland Road NW  
ATLANTA, GA 30342

**POLICY NUMBER:** NAB6509359  
**POLICY PERIOD:** From August 13, 2021 To August 13, 2022  
**INSURANCE COMPANY:** Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

STANDARD POLICY TERRITORY - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of August 13, 2021.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By:   
W. Brown & Associates Insurance Services

Date of Issue: August 4, 2021  
Certificate No.: 1

**SCHEDULE OF AIRCRAFT**

<b>DESCRIPTION OF AIRCRAFT</b>				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N476SR		2007 Cirrus SR22-G2	\$400,000

<b>PHYSICAL DAMAGE COVERAGE</b>			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	F. All Risk Basis

<b>AIRCRAFT LIABILITY COVERAGES</b>				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

<b>MEDICAL EXPENSES</b>			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2020

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

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

<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Company (IND)		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			9B108121	06/05/2020	06/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 (1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN. FL 32540

Certificate Holder is added as AI as evidence by the CG 20  
**CERTIFICATE HOLDER**                      **CAN**  
 Okaloosa County  
 5479 A Old Bethel Road  
 Crestview, FL 32536

Additional Insured

CONTRACT#: L08-0326-AP  
 MD HANGAR, LLC  
 DAP BLOCK 7/LOT 1  
 EXPIRES: 05/17/2035

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2020

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If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> _____		
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____	
<b>E-MAIL ADDRESS:</b> _____			
<b>PRODUCER CUSTOMER ID:</b> _____			
<b>INSURED</b> MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Indemnity Company (IND)		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 (1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL 32540

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
<input checked="" type="checkbox"/>	PROPERTY	9B108121	06/05/2020	06/05/2021	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	YBPP (1/1)	\$
	<input type="checkbox"/> BASIC				BUILDING	<input checked="" type="checkbox"/> BUILDING (1/1)	\$ 215,475
	<input type="checkbox"/> BROAD				CONTENTS	EXTRA EXPENSE	\$
<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS				\$		
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			\$		
	<input type="checkbox"/> CRIME				\$		
	TYPE OF POLICY				\$		
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
					\$		

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Loss Payable Provision, DX T3 79 11 12 and Additional Insured, DX T3 71 11 12.  
 Certificate Holder is added as LP/AI as evidence by the form listed above.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536  AI/LP	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Hal Hunt</i>
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2019

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<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>INSURER A:</b> Travelers Indemnity Company (IND)	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
<input checked="" type="checkbox"/>	PROPERTY CAUSES OF LOSS: BASIC, BROAD, SPECIAL, EARTHQUAKE, WIND, FLOOD DEDUCTIBLES: BUILDING, CONTENTS	9B108121	06/05/2019	06/05/2020	BUILDING <del>PERSONAL</del> PROPERTY <input checked="" type="checkbox"/> BUILDING INCOME EXTRAEXPENSE RENTAL WAIVER BLANKET BUILDING BLANKET PERSONAL PROP BLANKET BOG & RIPP	\$ \$ \$ 215,475 \$ \$ \$ \$ \$ \$ \$
<input type="checkbox"/>	INLAND MARINE CAUSES OF LOSS: NAMED PERILS	TYPE OF POLICY POLICY NUMBER				\$ \$ \$ \$
<input type="checkbox"/>	CRIME TYPE OF POLICY					\$ \$ \$
<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$ \$ \$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is req  
RE: Loss Payable Provision, DX T3 79 11 12 and Additional Insured, D  
Certificate Holder is added as LP/AI as evidence by the form listed abo  
**CERTIFICATE HOLDER** Okaloosa County BOGG  
CANCELL

**CONTRACT#: L08-0326-AP**  
**MD HANGAR, LLC**  
**DAP BLOCK 7 LOT 1**  
**EXPIRES: 05/17/2035**

Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536 MAY 13 2019 Received by Risk Management AI/LP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---







# CERTIFICATE OF PROPERTY INSURANCE

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04/01/2019

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<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>INSURER A:</b> Travelers Indemnity Company (IND)	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
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	<b>INSURER F:</b>	

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

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 (1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL 32540

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
<input checked="" type="checkbox"/>	PROPERTY	9B108121	06/05/2019	06/05/2020	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	<input checked="" type="checkbox"/> BUILDINGS (NOT) ME	\$ 215,475
	BROAD				CONTENTS	EXTRAHAZARD PERILS	\$
<input checked="" type="checkbox"/>	SPECIAL					RENTAL WAUGE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PROP	\$
	FLOOD					BLANKET BDOG & RPP	\$
					\$		
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	NAMED PERILS					\$	
						\$	
	CRIME					\$	
	TYPE OF POLICY					\$	
						\$	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	
						\$	

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is req

RE: Loss Payable Provision, DX T3 79 11 12 and Additional Insured, D

Certificate Holder is added as LP/Al as evidence by the form listed abo

**CERTIFICATE HOLDER** Okaloosa County BOCC                      **CANCELLED**

Okaloosa County  
 5479 A Old Bethel Road  
 Crestview, FL 32536  
 MAY 13 2019  
 Received by  
 Risk Management  
 AI/LP

**CONTRACT#:** L08-0326-AP  
**MD HANGAR, LLC**  
**DAP BLOCK 7 LOT 1**  
**EXPIRES:** 05/17/2035

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

AUTHORIZED REPRESENTATIVE



### CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**  
OKALOOSA COUNTY  
5749 A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**  
MJD Advisory Services, LLC.  
425 Broadland Road NW  
ATLANTA, GA 30342

**POLICY NUMBER:** NAB6505330  
**POLICY PERIOD:** From August 13, 2019 To August 13, 2020  
**INSURANCE COMPANY:** Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

STANDARD POLICY TERRITORY - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of August 13, 2019.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: August 13, 2019  
Certificate No.: 1

Okaloosa County BOCC

AUG 19 2019

L08-0326 AP

Received by  
Risk Management

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N476SR		2007 Cirrus SR22-G2	\$400,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000

### CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**

MD HANGAR, LLC.  
425 BROADLAND ROAD NW  
ATLANTA, GA 30342

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**

MJD Advisory Services, LLC.  
425 Broadland Road NW  
ATLANTA, GA 30342

**POLICY NUMBER:** NAB6505330  
**POLICY PERIOD:** From August 13, 2019 To August 13, 2020  
**INSURANCE COMPANY:** Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

STANDARD POLICY TERRITORY - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of August 13, 2019.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: August 13, 2019  
Certificate No.: 2

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N476SR		2007 Cirrus SR22-G2	\$400,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000

### CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:  
OKALOOSA COUNTY  
5749 A OLD BETHEL ROAD  
CRESTVIEW, FL 32526



THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:  
MJD Advisory Services, LLC.  
425 Broadland Road NW  
ATLANTA, GA 30342

POLICY NUMBER: NAB6503585  
POLICY PERIOD: From August 13, 2018 To August 13, 2019  
INSURANCE COMPANY: Endurance American Insurance Co.

LO8-0326-AP

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

STANDARD POLICY TERRITORY - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of August 13, 2018.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: August 7, 2018  
Certificate No.: 1

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N476SR		2007 Cirrus SR22-G2	\$400,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000



### CERTIFICATE OF INSURANCE

**THIS IS TO CERTIFY TO:**  
MD HANGAR, LLC.  
425 BROADLAND ROAD NW  
ATLANTA, GA 30342

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**  
MJD Advisory Services, LLC.  
425 Broadland Road NW  
ATLANTA, GA 30342

**POLICY NUMBER:** NAB6503585  
**POLICY PERIOD:** From August 13, 2018 To August 13, 2019  
**INSURANCE COMPANY:** Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

STANDARD POLICY TERRITORY - United States of America, including its Territories and Possessions, and the District of Columbia, Canada, Mexico, The Bahamas and the Caribbean excluding Cuba and Haiti or while in route between parts thereof.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of August 13, 2018.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By: W. Scott Brown  
W. Brown & Associates Insurance Services

Date of Issue: August 7, 2018  
Certificate No.: 3

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N476SR		2007 Cirrus SR22-G2	\$400,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000

AMENDMENT OF LEASE L08-0326-AP  
M D HANGAR, LLC. HANGAR LEASE AT THE  
DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this 7th day of August, 2018, hereby approves this Second Amendment for lease L08-0326-AP ("the Lease Agreement"), between M D Hangar, LLC, ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, on May 28, 2013, Lessee entered into an Hangar Space Renewal Agreement, L08-0326-AP with the County for Hangar Space at the Destin Executive Airport with a current expiration date of May 17, 2035; and

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

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

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

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

**AMENDMENT**

1. Section 2 titled "Aircraft Ownership" of L08-0326-AP is hereby replaced in its entirety with the following provision:

The Aircraft assigned to the Leased Premises must be identified in this Lease agreement as set forth in Exhibit "B", attached hereto and incorporated herein. The assigned aircraft is the only aircraft permitted under this Lease Agreement to be stored pursuant to this Agreement. In the event Lessee is granted prior written permission to store substitute or additional aircraft on the Premises, Lessee shall provide to the Airport all information for such substitute or additional aircraft as set forth in Exhibit "B" plus proof of required insurance coverage provided to County, prior to any aircraft being stored on the Premises. All provisions of this Lease Agreement applicable to the original aircraft shall also apply to the substitute or additional aircraft. Failure to provide such information prior to any

storage of the substitute or additional aircraft shall be deemed a material breach of this Lease.

2. Section 6 titled "Escalation Clause" of L08-0326-AP, is deleted and replaced as follows:

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

3. Section 10 titled "Care of Leased Premises" of L08-0326-AP, is deleted and replaced as follows:

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

4. Section 12 titled "Taxes" of L08-0326-AP, is deleted and replaced as follows:

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

5. Section 17c titled "Insurance" of L08-0326-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

6. Section 26 "Place of Payments" of L08-0326-AP, is hereby deleted and replaced as follows:

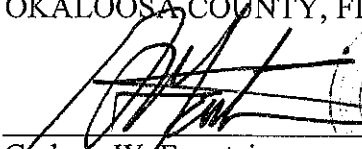
All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

7. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", attached hereto and incorporated herein.
8. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

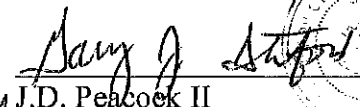
(The remainder of this page intentionally left blank)

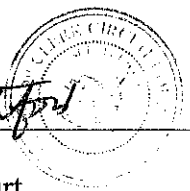
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
Graham W. Fountain  
Chairman, Board of County Commissioners  
Date: 8/7/18

ATTEST:

  
\_\_\_\_\_  
J.D. Peacock II  
Clerk of Circuit Court



LESSEE

*Michael Daugherty*  
M D Hangar, LLC  
Michael Daugherty

Date: 6-19-18

ATTEST:

*Angela L Harris*  
Witness

*Vita L Sims*  
Witness

ACKNOWLEDGMENTS

STATE OF Georgia  
COUNTY OF Cherokee

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL DAUGHERTY 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 19 day of June, 2018, AD.



*Dillon Lee Mulkey*  
NOTARY

Commission Expires: May 23, 2022

## Exhibit "A"

### GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

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

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

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



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

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

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

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

### **E-VERIFY**

Enrollment and verification requirements.

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

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

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

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

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

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

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

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

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

Exhibit "B"

LEASED PREMISES AIRCRAFT INFORMATION

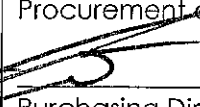
LESSEE NAME	M D Hangar, LLC
DTS Block 7 Lot 1	
Aircraft Manufacturer	CIRRUS DESIGN GROUP
Aircraft Model	SR22
Aircraft Year	2007
Aircraft N-Number	N476SR
Aircraft Registered Owner	MJD ADVISORY SERVICES, LLC
Remarks	N/A

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

Procurement/Contract/Lease Number: LO8-0326-AP Tracking Number: 2176-18  
Procurement/Contractor/Lessee Name: MD Hangar, LLC Grant Funded: YES  NO   
Purpose: Amendment Two  
Date/Term: 5/17/2035  
Amount: \$5,713.<sup>05</sup> annually plus tax  
Department: Airports  
Dept. Monitor Name: STAG/Miner

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

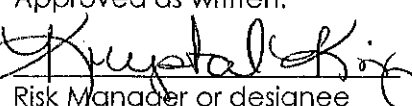
**Purchasing Review** *with edits*

Procurement or Contract/Lease requirements are met:  
  
Purchasing Director or designee: Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young Date: 1/19/18

**2CFR Compliance Review (if required)**

Approved as written:  
  
Grants Coordinator: Renee Biby Date: 1/19/18

**Risk Management Review**

Approved as written:  
  
Risk Manager or designee: Laura Porter or Krystal King Date: 1-22-18

**County Attorney Review**

Approved as written: See Approval Pated  
County Attorney: Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 1/22/18

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
Finance Manager or designee: \_\_\_\_\_ Date: \_\_\_\_\_

Revised November 3, 2017

Note: This was previously coordinated (2590-17) Amendment was changed to include aircraft ownership and federal provisions. Exhibit B will be added when form is made.

## Matthew Young

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, January 22, 2018 9:30 AM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Krystal King; Laura Porter; Renee (Gayla) Biby  
**Subject:** RE: MD Hangar Amendment Two for Coordination/ Coordination No. 2176-18

The above referenced hangar amendment is approved for legal sufficiency.

Please note: Exhibit B is currently blank, that will need to be finalized before sending to the BOCC. However, I do not need to review Exhibit B.

---

**From:** Matthew Young [mailto:myoung@co.okaloosa.fl.us]  
**Sent:** Friday, January 19, 2018 4:02 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Krystal King; Laura Porter; Renee (Gayla) Biby  
**Subject:** FW: MD Hangar Amendment Two for Coordination/ Coordination No. 2176-18

Please see attached coordination item for the Airport.

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us) | [www.co.okaloosa.fl.us/](http://www.co.okaloosa.fl.us/)  
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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*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.*

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**From:** Dave Miner  
**Sent:** Thursday, January 18, 2018 3:34 PM  
**To:** Matthew Young <[myoung@co.okaloosa.fl.us](mailto:myoung@co.okaloosa.fl.us)>  
**Cc:** Stephanie Herrick <[sherrick@co.okaloosa.fl.us](mailto:sherrick@co.okaloosa.fl.us)>; Lianne Clark <[lclark@co.okaloosa.fl.us](mailto:lclark@co.okaloosa.fl.us)>  
**Subject:** MD Hangar Amendment Two for Coordination

Matthew:

Please send the attached MD Hangar Amendment Two out for coordination. This was previously coordinated (2590-17) amendment was changed to include aircraft ownership and federal provisions. Exhibit B will be added when form is made.

Thank you.

## Dave Miner

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**From:** Krystal King  
**Sent:** Thursday, July 05, 2018 11:22 AM  
**To:** Dave Miner; Laura Porter  
**Cc:** Allyson Oury  
**Subject:** RE: MD Hangar COI for Compliance

The COI's meet the requirements.

*Krystal King*

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

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

---

**From:** Dave Miner  
**Sent:** Wednesday, June 20, 2018 8:39 AM  
**To:** Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** MD Hangar COI for Compliance

Good Morning:

Please review the attached certificate(s) of insurance for MD Hangar (L08-0326-AP) for compliance.

Attached are the COIs and Amendment to include Exhibit B.

Thank you.

Dave

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2018

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

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

<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>INSURER A:</b> Travelers Indemnity Company (IND)	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			9B108121	06/05/2018	06/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

(1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL 32540

Certificate Holder is added as AI as evidence by the CG 20 11 01 96 form.

<b>CERTIFICATE HOLDER</b> Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536  Additional Insured	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Hal Hunt</i>
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2018

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID: _____														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Indemnity Company (IND)</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company (IND)		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Company (IND)															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**(1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL 32540**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
<input checked="" type="checkbox"/>	<b>PROPERTY</b>	9B108121	06/05/2018	06/05/2019	<input checked="" type="checkbox"/> BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> BUILDING (1/1)	\$ 207,025
	<input type="checkbox"/> BASIC				BUILDING	<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				CONTENTS	<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					<input type="checkbox"/> BLANKET BLDG & PP	\$
<input type="checkbox"/>	<b>INLAND MARINE</b>	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	<input type="checkbox"/> NAMED PERILS					\$	
<input type="checkbox"/>	<b>CRIME</b>					\$	
	TYPE OF POLICY					\$	
<input type="checkbox"/>	<b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$	
						\$	

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Loss Payable Provision, DX T3 79 11 12 and Additional Insured, DX T3 71 11 12.**  
 Certificate Holder is added as LP/AI as evidence by the form listed above.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536  AI/LP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Hal Hunt</i>

**CERTIFICATE OF INSURANCE**

**THIS IS TO CERTIFY TO:**  
OKALOOSA COUNTY  
5749 A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

**THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:**  
MJD Advisory Services, LLC.  
425 Broadland Road NW  
ATLANTA, GA 30342

**POLICY NUMBER:** NAB6501663  
**POLICY PERIOD:** From August 13, 2017 To August 13, 2018  
**INSURANCE COMPANY:** Endurance American Insurance Co.

**DESCRIPTION OF COVERAGES AND LIMITS OF LIABILITY:** Please refer to attached schedule which is incorporated as a part hereof.

The above Certificate Holder is included as an Additional Insured but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations.

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of August 13, 2017.

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

Should the described policy be cancelled before the expiration date hereof, the issuing company will endeavor to give 30 days (10 days for non-payment) notice to the certificate holder named herein. However, failure to mail such notice shall not impose any obligation nor any liability of any kind upon the Company, its representatives or agents.

By:   
W. Brown & Associates Insurance Services

Date of Issue: August 2, 2017  
Certificate No.: 2

**SCHEDULE OF AIRCRAFT**

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N476SR	2746	2007 Cirrus SR22-G2	\$350,000

PHYSICAL DAMAGE COVERAGE			
No.	Deductibles		Physical Damage Coverage
	Not In Motion	In Motion	
1	\$100	\$500	F. All Risk Basis

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

MEDICAL EXPENSES			
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$5,000	\$20,000

**MD Hangar**

Wording

Sent to Charles on 3-6-17 for coordination (e-mail and distro)  
Received e-mail from Ms. Parsons on 3-7-17 with revisions  
Sent e-mail to Ms. Parsons on 3-7-17 accepting changes  
Received e-mail from Ms. Parsons on 3-7-17 approved for legal purposes  
Received coordination on 3-10-17  
Mailed to Mr. Daugherty on 3-14-17 for signature  
Letter mailed to Mr. Daugherty on 4-6-17 asking for signed documents and COI's  
Suspense 4-19-17  
Received e-mail COI for aircraft on 4-13-17  
Received e-mail for GL and property on 4-13-17  
Sent e-mail to MD Hangar on 4-14-17 asking for aircraft COI to be changes to  
reflect new address and name change  
Received e-mail from MD Hangar on 4-14-17 asking about the insurance policy  
Sent e-mail to MD Hangar on 4-14-17 explaining name on policy must match  
name on lease  
Received telephone call on 4-14-17 from Mr. Michael Doherty wanting an  
explanation. I told him I would clarification from Risk Management and send him an  
e-mail  
Sent e-mail to Risk Management on 4-14-17 explaining his situation and request  
clarification  
Received signed paperwork on 4-14-17  
Received corrected COI for GL and Property on 4-17-17  
Sent e-mail to Risk on 4-25-17 asking for update  
Received e-mail from Risk on 4-26-17 with answer  
Sent e-mail to Mr. Daugherty on 4-26-17 with Risk's answer  
Received e-mail from Mr. Daugherty on 4-26-17 stating he was out of town  
Received e-mail from Mr. Daugherty on 4-26-17 statin he will look at it  
Received e-mail from Mr. Daugherty on 4-26-17 stating he will contact his  
lawyers  
Sent Mr. Daugherty's e-mail to SH on 4-26-17  
Received e-mail from Mr. Daugherty's insurance company on 4-26-17 with  
additional insured COI  
Sent e-mail to insurance co on 5-25-17 to change additional insured/certificate  
holders address  
Received COI  
Sent e-mail to Krystal on 6-1-17 asking if COI complies  
Sent e-mail to Mr. Daugherty and Ins Co asking for COI's after renewal  
Received e-mail from Ms. Porter on 6-1-17 stating COI complies  
Received e-mail from Insurance Co on 6-1-17 with updated COI  
Scheduled for Board Agenda on 6-20-17 Pulled by DM  
Mailed agreement to MD Hangar on 6-6-17 to obtain witness signature  
Sent e-mail to Mr. Daugherty on 6-23-17 asking for signed documents  
Received e-mail from Mr. Daugherty on 6-23-17 stating I already received the  
signed paperwork

Sent e-mail to Mr. Daugherty on 6-23-17 explaining why paperwork was returned to him for signature

Received e-mail from Mr. Daugherty on 6-23-17 stating he is out of town and he will check on paperwork when he returns

Sent e-mail to Mr. Daugherty on 7-6-17 asking if he sent the signed paperwork

Received e-mail from Mr. Daugherty on 7-6-17 stating he is still out of town

Sent e-mail to Mr. Daugherty on 7-6-17 asking to send it back as soon as possible

Received signed paperwork from Mr. Daugherty on 7-13-17

Scheduled for Board Agenda on 8-1-17 PULLED COI expired

Received e-mail from SH on 7-24-17 COI expired

Sent e-mail to Mr. Daugherty on 7-25-17 asking for a current COI

Received e-mail on 7-31-17 for GL and property

Sent e-mail to Mr. Daugherty on 7-31-17 asking for aircraft COI

Received e-mail from Mr. Daugherty on 8-2-17 with COI for aircraft

Scheduled for Board Agenda on 8-15-17 PULLED by SH

Changed expiration date on the amendment and added second whereas

Sent e-mail to Matthew on 8-4-17 for coordination

Received e-mail from KP on 8-20-17 with revisions

Sent e-mail to KP on 8-22-17 with corrections

Received e-mail from Ms. Parsons on 8-22-17 coordination approved

Sent e-mail to Matthew on 9-6-17 asking for coordination sheet

Sent e-mail to Matthew on 9-15-17 asking for update

Received e-mail from Matthew on 9-15-17 stating waiting on Risk's approval

Received e-mail from Risk on 9-19-17 coordination approved

Received coordination sheet from Matthew on 9-19-17

Mailed paperwork (documents) to Mr. Daugherty on 9-20-17 for signature

Received e-mail from Mr. Daugherty on 10-3-17 complaining about COI

Sent e-mail to SH on 10-4-17 for review

Received new wording from legal on 9-12-17 waiting on review of new language by SH in amendment (Secord). Once new wording is approved amendment will be accomplished.

Sent e-mail to Matthew on 1-18-18 for coordination

Received e-mail from Matthew on 1-19-18 with coordination number.

Received pink sheet from Matthew on 1-23-18

Waiting to send out for signature to attach form for attachment B

Mailed to Mr. Daugherty on 5-11-18 for signature

Sent e-mail to Mr. Daugherty on 6-1-18 asking for status

Received e-mail from Mr. Daugherty on 6-4-18 stating he is traveling and will try to send it this week

Sent e-mail to Mr. Daugherty on 6-19-18 asking for status and COI for GL and Property expired. Suspense: 6-27-18

Received e-mail from insurance company on 6-19-18 with GL and Property COI

Sent COIs to RM on 6-20-18 for compliance

Received e-mail from Mr. Daugherty on 6-20-18 stating amendment was in the mail

Received signed documents on 6-25-18

Received e-mail from RM on 7-5-18 stating COI complies with requirements  
Scheduled for Board Agenda on 7-17-18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/14/2017

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<b>PRODUCER</b>  National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Travelers Indemnity Company (IND) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b>  MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>NAIC #</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			9B108121	06/05/2017	06/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

(1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL

**Contract # L08-0326-AP**  
**MD HANGER, LLC**  
**DAP BLOCK 7/LOT 1**  
**EXPIRES: 05/17/2035**

Certificate Holder is added as AI as evidence by the CG 20 11 01 96 for

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Hal Hunt</i>
<b>Additional Insured</b>	

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2016

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

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

<b>PRODUCER</b>  National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Travelers Indemnity Company (IND) <b>NAIC #</b> _____ <b>INSURER B :</b> _____ <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____
<b>INSURED</b>  MD Hangar, LLC 425 Broadland Road NW Atlanta, GA 30342	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			9B108121	06/05/2016	06/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 (1/1) Destin/Fort Walton Beach Airport, Block 7, Lot 1, DESTIN, FL 32540

05-19-16P02:27 RCVD

L-0326

Certificate Holder is added as AI as evidence by the CG 20 11 01 96 form.

<b>CERTIFICATE HOLDER</b>  Okaloosa County 602 - C North Pearl Street Crestview, FL 32536   Additional Insured	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
---	--



Arthur J. Gallagher & Co.

1525 Kautz Road, Suite 100  
West Chicago, IL 60185  
(800) 456-0236 | fax: (630) 584-2099

May 9, 2016

Okaloosa County  
602 - C North Pearl Street  
Crestview, FL 32536

RE: Account Name: MD Hangar, LLC  
Policy Number: 9B108121

Enclosed, please find your copy of the item checked for the above insured:

- An **insurance binder**
- A **certificate of insurance**.
- A **copy** of the current insurance policy.
- Endorsement #**                      for the current insurance policy.
- Breach of Warranty** Endorsement #

Please review the document for error and notify me if any changes are needed or if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Diane Jelinek".

Diane Jelinek  
Client Service Director

**CONTRACT & LEASE INTERNAL COORDINATION SHEET**

2-19-15

Contract/Lease Number: L 98-0326-AP Tracking Number: 1294-15

Contractor/Lessee Name: MD Hanger, LLC Grant Funded: YES  NO

Purpose: Amendment Number one (Delete 10ft requirement and extend EXP date)

Date/Term: 5-15-35 1.  GREATER THAN \$50,000

Amount: \$5,657.50 annually plus tax 2.  GREATER THAN \$25,000


Department: Airports 3.  \$25,000 OR LESS

Dept. Monitor Name: Harker/Miner

Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

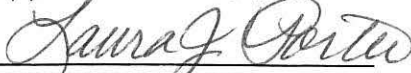
Procurement requirements are met:

  
Purchasing Director or designee

Date: 2-23-15

**Risk Management Review**

Approved as written:

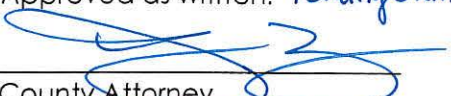
  
Risk Manager or designee

Date: 3/3/15

**County Attorney Review**

Approved as written: changes emailed to D. Miner 2/24/15

changes made for 3/4/15

  
County Attorney

Date: 2/24/15

Following Okaloosa County approval:

**Contract & Grant**

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

sent to Dave 3/4/15

AMENDMENT NUMBER ONE

TO

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

AND

MD HANGAR, LLC

This AMENDMENT NUMBER ONE, fully executed this 28th day of May, 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and MD HANGAR, LLC (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into Lease for Hangar Space Renewal effective May 28, 2013; (the "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 7 LOT 1 at the Destin Executive Airport (the "DTS") in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of May 17, 2033; 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 May 17, 2035.

LEASE # L08-0326-AP  
MD HANGAR, LLC  
DAP HANGAR LEASE BLOCK 7, LOT 1  
EXPIRES: 05/17/2035

SECTION 2:

Section 5 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 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes THREE THOUSAND SIX HUNDRED FIFTY (3,650) square feet at ONE DOLLAR AND FIFTY FIVE CENTS (\$1.55) per square foot per year for a total annual cost of FIVE THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$5,657.50) plus tax.

SECTION 3:

Section 28: Legal Description is amended to read:

Block 7 Lot 1. Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence N.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 14.03 feet; Thence departing said East line proceed N.52°00'00"E for a distance of 223.26 feet to THE POINT OF BEGINNING; Thence N.38°00'00"W. for a distance of 48.24 feet; Thence N.52°00'00"E. for a distance of 75.67 feet; Thence S.38°00'00"E. for a distance of 48.24 feet; Thence S.52°00'00"W for a distance of 75.67 feet to the POINT OF BEGINNING. Parcel described contains 3650 square feet or 0.083 acres.

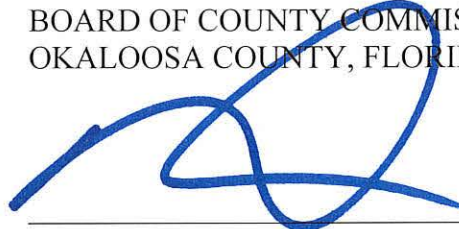
SECTION 4:

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

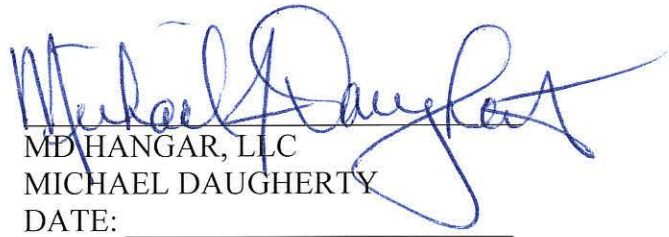


NATHAN D. BOYLES  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
J.D. PEACOCK, II  
CLERK & COMPTROLLER  
OKALOOSA COUNTY, FLORIDA



  
\_\_\_\_\_  
MD HANGAR, LLC  
MICHAEL DAUGHERTY  
DATE: \_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Cynthia L. Counts  
PRINT NAME

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Joseph Pope  
PRINT NAME

ACKNOWLEDGMENTS

STATE OF Georgia  
COUNTY OF Fulton

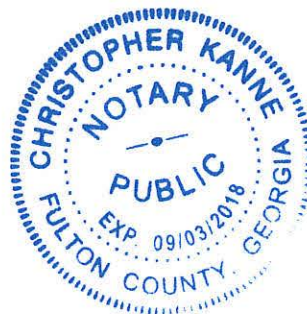
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL DAUGHERTY who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses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

Sworn and subscribed before me this 17<sup>th</sup> day of March, 2015, AD.

Chris Kanne

NOTARY

My Commission expires: 9/3/18



**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** *6/6/2013*

**Contract/Lease Control #:** L08-0326-AP

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** *MD Hangar, LLC.*

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 8/20/2008

**Term/Expires:** *5/17/2033*

**Description of Contract/Lease:** DAP BLOCK 7/LOT 1

**Department Manager:** AIRPORT

**Department Monitor:** *D. Villani*

**Monitor's Telephone #:** 651-7160

**Monitor's Fax #:** 651-7164

**Date Closed:**

**THIS GENERIC LEASE REPLACES LEASE #L211**



RECEIVED APR 03 2013

GAR

4-1-13

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: LOS-0326-AP Tracking Number: 575-13  
 Contractor/Lessee Name: M D Hangar LLC EOP: 5-17-13  
 Purpose: Hangar Lease Renewal  
 Date/Term: 5-17-2013  GREATER THAN \$10,000  
 Amount: \$6,205.50 a year plus tax  \$10,000 OR LESS  
 Department: Airports Dept. Monitor Name: David minor

*Purchasing Review*

Procurement requirements are met:

[Signature]  
Contracts/Lease Coordinator

Date: 4/2/13

*Risk Management Review*

Approved as written:

[Signature]  
Risk Management Director

Date: 4/4/13

*County Attorney Review*

Approved as written:

[Signature]  
County Attorney

Date: 4/12/13

Following Okaloosa County Board of County Commissioners approval:

*Contract & Grant Review*

Document has been appropriately reviewed and is executable:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

**LEASE # L08-0326-AP**  
**MD HANGAR, LLC**  
**DAP HANGAR LEASE BLOCK 7, LOT 1**  
**EXPIRES: 05/17/2033**

AND

MD HANGAR, LLC

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 28<sup>th</sup> day of May, 2013, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and MD HANGAR, LLC (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

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

SECTION 2: AIRCRAFT OWNERSHIP

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

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

### SECTION 3: IMPROVEMENTS TO COUNTY

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

### SECTION 4: BUILDING, ALTERATIONS, AND PERMITS

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

### SECTION 5: RENTALS

#### a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal and by a survey/legal description to include ten (10) feet around the actual footprint of the hangar. The ten feet around the hangar will be the responsibility of the LESSEE to maintain. The fee shall be adjusted annually in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at ONE DOLLAR FIFTY CENTS (\$1.50) cents per square foot per year for a total annual cost of SIX THOUSAND TWO HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$6,205.50) plus tax.

#### b. LATE CHARGES:

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

SECTION 6: ESCALATION CLAUSE:

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

SECTION 7: UTILITIES

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

SECTION 8: RIGHTS OF LESSOR

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

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

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

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

SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

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

#### SECTION 10: CARE OF LEASED PREMISES

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

#### SECTION 11: MAINTENANCE IN LEASED PREMISES

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

#### SECTION 12: TAXES

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

#### SECTION 13: ASSIGNMENT AND SUBLEASE

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

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

#### SECTION 14: INSPECTION ON ASSIGNMENT

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

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises

and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

#### SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: MD Hangar, Michael Daugherty, 425 Broadland Road NW, Atlanta, GA 30342.

#### SECTION 19: HOLD HARMLESS

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

#### SECTION 20: BINDING NATURE OF LEASE

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

#### SECTION 21: PROHIBITED ACTIVITY

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

#### SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

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

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving LESSEE and right, power, or authority to

contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 24: TERMINATION BY LESSOR

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

SECTION 25: NON-DISCRIMINATION

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

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

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

SECTION 26: PLACE OF PAYMENTS

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

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

SECTION 27: CONSTRUCTION AND APPLICATION OF TERMS

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



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

SECTION 28: LEGAL DESCRIPTION

Block 7 Lot 1: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 23.95 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 38.56 feet to a capped ½" iron rod stamped LB #7350 and the Point of Beginning; Thence N.38°00'00"W. for a distance of 68.25 feet to a capped ½" iron rod stamped LB #7350; Thence N.52°00'00"E. for a distance of 60.61 feet to a capped ½" iron rod stamped LB #7350; Thence S.38°00'00"E. for a distance of 68.25 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W. for a distance of 60.61 feet to the Point of Beginning. Parcel described contains 4137 square feet or 0.09 acres.

SECTION 29: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 29. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS  
CHAIRMAN



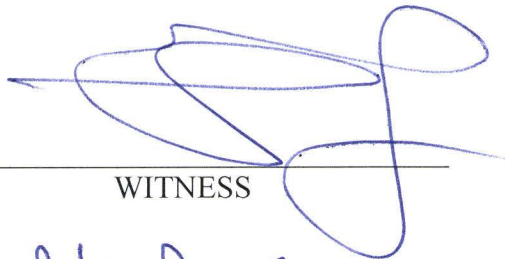
ATTEST:



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



MD HANGAR LLC  
MICHAEL DAUGHERTY



WITNESS



WITNESS

ACKNOWLEDGMENTS

STATE OF Georgia  
COUNTY OF Cobb

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL DAUGHERTY 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 23<sup>rd</sup> day of April, 2013, AD.

**PATRICIA GILBRETH**  
**NOTARY PUBLIC**  
**FORSYTH COUNTY GEORGIA**  
My Commission Expires  
May 12, 2014

  
\_\_\_\_\_  
NOTARY

My Commission expires: May 12, 2014

**CHUBB**

FEDERAL INSURANCE COMPANY  
15 MOUNTAIN VIEW ROAD  
WARREN, NJ 07059

This policy is issued by:

Underwritten by:



**PART 2**

**DECLARATIONS**

Policy Number 9957-1654-05

Previous Policy Number 9957-1654-04

This page with "Policy Provisions – Part 1" Form Starr AV Policy Provisions (3/06) and all endorsements attached hereto completes this numbered aviation physical damage and liability policy, issued by the company as indicated above (hereinafter called the Company).

ITEM 1. NAMED INSURED **DEBBIE L. STOUT**  
ADDRESS **4 PEBBLE CREEK  
HATTIESBURG, MS 39402**

*MO Hangar  
Michael Daugherty  
B 7-26*

*L 08-0326-AP*

ITEM 2. Policy Period: From SEPTEMBER 27, 2012 to SEPTEMBER 27, 2013 12:01 A.M. Standard Time at the address in Item 1. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specified premium charge or charges. The limit of the Company's liability against such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto. If more than one aircraft is insured hereunder, the terms of this policy shall apply separately to each.

ITEM 3. Liability Coverages	LIMITS OF LIABILITY		LIABILITY PREMIUMS
	EACH PERSON	EACH OCCURRENCE	
A. Bodily Injury – excluding Passengers	\$	\$	\$
B. Property Damage	X X X X		
C. Passenger Liability			
D. Single Limit -- Including Passengers with Passenger Liability limited internally to:	X X X X	1,000,000.	
E. Medical Expense -- Including Crew	5,000.	X X X X 20,000.	1,192. INCLUDED
LIAB. TOTAL \$			1,192.

ITEM 4. Description of Aircraft and Physical Damage Coverage hereunder:							DEDUCTIBLES		
F.A.A. CERT. NO.	MAKE AND MODEL	YEAR BUILT	SEATS		INSURED VALUE	PHYSICAL DAMAGE COV.	PHYSICAL DAMAGE PREMIUMS	NOT IN MOTION	IN MOTION, INGESTION, OR MOORING
			crew	pass					
N328CP	CIRRUS DESIGN SR22-G3	2008	1	3	\$ 475,000.	F	\$ 4,068.	NIL	NIL

PHYSICAL DAMAGE Coverage Identified	G. Open Peril Basis Not In Flight.	PHYSICAL DAMAGE TOTAL \$ 4,068.	POLICY PREMIUM \$ 5,260.
F. Open Peril Basis Ground & Flight.	H. Open Peril Basis Not In Motion.		

ITEM 5. When in flight the aircraft will be operated only by pilots meeting the requirements endorsed in this policy.

ITEM 6. The aircraft will be used only for the purposes indicated by "X" below (see Definitions).

"PLEASURE AND BUSINESS"   
 "CHARTER/AIR TAXI"   
 "COMMERCIAL"   
 AS ENDORSED HEREON

ITEM 7. The named insured is and shall remain the sole owner of the aircraft and the aircraft is not subject to any encumbrance other than as indicated herein.

Endorsements and forms forming a part of this policy on its effective date:

STARR AV PROVISIONS (3/06), STARR FORMS 10250, 10284, 10474, AVN48B, AVN46B, AVN38B, 10055, 10020, 10138, 10007, 10617, 20033, AVN2000A, 30002, 10539

Producer NATIONAIR INSURANCE AGENCIES, INC.  
595 BELL AVENUE, CHESTERFIELD, MO 63006-3800

Countersigned \_\_\_\_\_  
(if required)

At \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Representative)

Approved By *[Signature]*  
(Authorized Representative)

Date of Issue OCTOBER 18, 2012 (EM)

e-mailed Duval. 5/7/12

4-24-12

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 208-0326-AP      Tracking Number: 426-12

Contractor/Lessee Name: Caruley and Pugh

Purpose: Assignment of lease to MD Hanger, LLC

Date/Term: May 17, 2013       GREATER THAN \$10,000  
 \$10,000 OR LESS

Amount: \$6,205.50 a year plus tax.

Department: Airports      Dept. Monitor Name: David Miner

*Purchasing Review*

Procurement requirements are met:

[Signature]      Date: 4/25/12

Contracts/Lease Coordinator

*Risk Management Review*

Approved as written:

[Signature]      Date: 4-25-12

Risk Management Director

*County Attorney Review*

Approved as written:

[Signature]      Date: 5/7/12

County Attorney

Following Okaloosa County Board of County Commissioners approval:

*Contract & Grant Review*

Document has been appropriately reviewed and is executable:

\_\_\_\_\_      Date: \_\_\_\_\_

Contracts & Grants Manager

MICHAEL J. DAUGHERTY  
637 EAST PELHAM ROAD  
ATLANTA, GA 30324

3362

PRIVATE BANK  
OF BUCKHEAD  
ATLANTA, GEORGIA

64-2086/610  
1

5/25/2012

PAY TO THE  
ORDER OF OKALOOSA COUNTY AIRPORTS

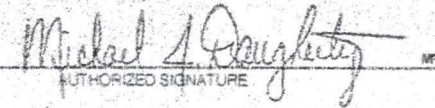
\$\*\*1,000.00

One Thousand and 00/100\*\*\*\*\*

DOLLARS 

OKALOOSA COUNTY AIRPORTS

MEMO  
TRANSFER FEE MD HANGAR LLC BLOCK 7 LOT 1

  
AUTHORIZED SIGNATURE

⑈003362⑈ ⑆061020867⑆ 1000801⑈

Details on Back  
Security Features Included



# CERTIFICATE OF PROPERTY INSURANCE

JLEWANDOWSK

DATE (MM/DD/YYYY)

5/25/2012

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> NationAir Aviation Insurance - DM PO Box 3800 Chesterfield, MO 63006	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 475-5860	<b>FAX (A/C, No):</b> (636) 532-3646	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID: MJDADVI-01		
<b>INSURED</b>  MJD Advisory Services, LLC 425 Broadland Road NW Atlanta, GA 30342	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> The Travelers Property Casualty Company		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 1 1 Eglin Afb, FL

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	TBD	6/5/2012	6/5/2013	<input checked="" type="checkbox"/> BUILDING	\$ 190,561
	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 5,000
	BASIC				BUILDING	\$
	BROAD				CONTENTS	\$
	<input checked="" type="checkbox"/> SPECIAL					\$
	EARTHQUAKE					\$
	WIND					\$
	FLOOD					\$
	INLAND MARINE				TYPE OF POLICY	\$
	CAUSES OF LOSS				POLICY NUMBER	\$
	NAMED PERILS					\$
	CRIME					\$
TYPE OF POLICY		\$				
BOILER & MACHINERY / EQUIPMENT BREAKDOWN		\$				
A	General Liability	TBD	6/5/2012	6/5/2013	<input checked="" type="checkbox"/> Premises- Per Occ.	\$ 1,000,000
A	General Liability	TBD	6/5/2012	6/5/2013	<input checked="" type="checkbox"/> Premises- aggregate	\$ 2,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Windstorm - excluded  
 Certificate Holder is Additional Insured / Loss Payee

<b>CERTIFICATE HOLDER</b>  Okaloosa County Airports 1701 State Road 85 North Eglin Afb, FL 32542	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--

© 1995-2009 ACORD CORPORATION. All rights reserved.

LEASE # L08-0326-AP  
MD HANGAR, LLC  
DAP HANGAR LEASE BLOCK 7, LOT 1  
EXPIRES: 05/17/2013

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 8th day of June, 2012, by and between BRIDGETT CARNLEY and JOHN PUGH, (hereinafter collectively referred to as the "FIRST PARTY") and MD HANGAR, LLC, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease, effective May 1, 2012, Assignment of Lease, effective November 18, 2008, Lease for Hangar Space Option, effective August 29, 2008, Assignment of Lease, effective January 7, 2003, Assignment of Lease, effective July 24, 2001, Assignment of Lease, effective September 7, 1999 and Original Lease Agreement, effective May 11, 1993, consisting of FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of May 17, 2013.

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

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 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 individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Assignment of Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements of the original lease, assignment of leases, and lease for hangar space option as may have been modified, to be kept, performed, and observed by the SECOND PARTY.

SECTION 1: NAME CHANGE

This Assignment of Lease changes the name on the LEASE from Bridgett Carnley and John Pugh to MD Hanger, LLC.



## SECTION 2: NOTICES

Section 19 Notices shall read: Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: MD Hanger, LLC, Mike Daugherty, 425 Broadland Road, Atlanta, GA 30342.

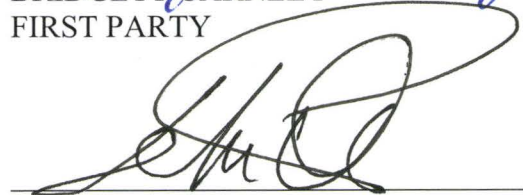
## SECTION 3: ENTIRE LEASE

This LEASE consists of the following: Sections 1 – 3. It constitutes this 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.

  
BRIDGETT CARNLEY

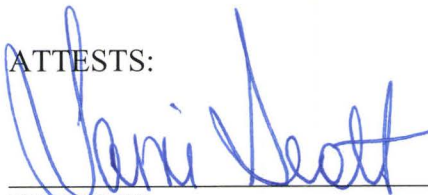
FIRST PARTY



JOHN PUGH

FIRST PARTY

ATTESTS:



WITNESS

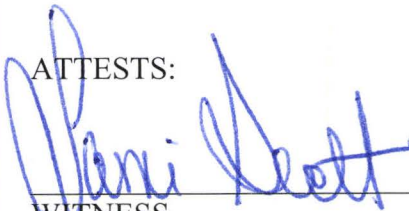


WITNESS

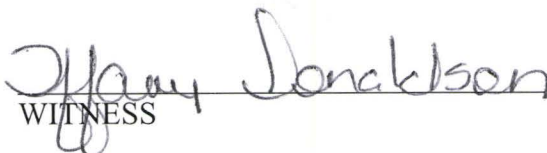


MIKE DAUGHERTY  
MD HANGER, LLC  
SECOND PARTY

ATTESTS:



WITNESS



WITNESS

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS  
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 BRIDGETT CARNLEY who, under oath, deposes and says that she is authorized to execute contracts and lease agreements and that she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 8<sup>th</sup> day of May, 2012, AD.



Tiffany Donaldson  
NOTARY

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

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 JOHN PUGH 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 8<sup>th</sup> day of May, 2012, AD.



Tiffany Donaldson  
NOTARY

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

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 MIKE DAUGHERTY 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 10th day of May, 2012, AD.



*Tiffany Donaldson*  
NOTARY

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

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** ~~9/4/2008~~ 12/1/08

**Contract/Lease Control #:** L08-0326-APS-151 *Ja*

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** CARNLEY & MATTHEWS

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 8/20/2008

**Amount:** \$7600

**Term/Expires:** 5/17/2013

**Description of Contract/Lease:** DAP BLOCK 7/LOT 1

**Department Manager:** AIRPORT

**Department Monitor:** G. DONOVAN

**Monitor's Telephone #:** 651-7160

**Monitor's Fax #:** 651-7164

**Date Closed:**

**THIS GENERIC LEASE REPLACES LEASE #L211**

EXHIBIT E

**FOLLOW-UP**

4/18/12

3-5-12

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: L08-0326-AP Tracking Number: 399-12

Contractor/Lessee Name: Carley and Grant

Purpose: Assignment of Lease to Bridgett Carley (Estate) and John Pugh

Date/Term: May 17, 2013  GREATER THAN \$10,000

Amount: \$6,205.50 a year plus tax  \$10,000 OR LESS

Department: Airports Dept. Monitor Name: David Minor

*Purchasing Review*

Procurement requirements are met:

[Signature]  
Contracts/Lease Coordinator

Date: 3/5/12

*Risk Management Review*

Approved as written:

[Signature]  
Risk Management Director

Date: 3-6-12

*County Attorney Review*

Approved as written:

[Signature]  
County Attorney

Date: 3/12/12

Following Okaloosa County Board of County Commissioners approval:

*Contract & Grant Review*

Document has been appropriately reviewed and is executable:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 4<sup>th</sup> day of May, 2012, by and between JOE CARNLEY and THOMAS C. GRANT, (hereinafter collectively referred to as the "FIRST PARTY") and BRIDGETT CARNLEY (Personal Representative of the Estate of Doctor Joe Carnley) and JOHN PUGH, (hereinafter collectively referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease, effective November 18, 2008, Lease for Hangar Space Option, effective August 29, 2008, Assignment of Lease, effective January 7, 2003, Assignment of Lease, effective July 24, 2001, Assignment of Lease, effective September 7, 1999 and Original Lease Agreement, effective May 11, 1993, consisting of FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of May 17, 2013.

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

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 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 individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Assignment of Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements of the original lease, assignment of leases, and lease for hangar space option as may have been modified, to be kept, performed, and observed by the SECOND PARTY.

**LEASE # L08-0326-AP  
BRIDGETT CARNLEY & JOHN PUGH  
(FORMERLY CARNLEY & GRANT)  
DAP HANGAR LEASE BLOCK 7, LOT 1  
EXPIRES: 05/17/2013**



SECTION 1: NAME CHANGE

This Assignment of Lease changes the name on the LEASE from Joe Carnley and Thomas C. Grant to Bridgett Carnley and John Pugh.

SECTION 2: RENTALS

Section 6 a Ground Lease will read: LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The leasehold includes FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of SIX THOUSAND TWO HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$6,205.50) plus tax.

SECTION 3: NOTICES

Section 19 Notices shall read: Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEEs are: Mrs. Bridgett Carnley, 320 Vinings Way Blvd., Apt. 10207, Destin, Florida 32541 and Mr. John Pugh, P.O. Box 1386, Santa Rosa Beach, Florida, 32459.

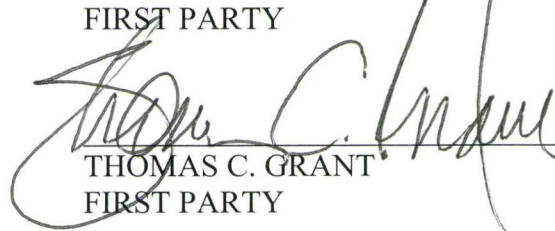
SECTION 4: ENTIRE LEASE

This LEASE consists of the following: Sections 1 – 4. It constitutes this 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.

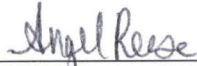


BRIDGETT CARNLEY  
PERSONAL REPRESENTATIVE  
OF ESTATE  
FIRST PARTY



THOMAS C. GRANT  
FIRST PARTY

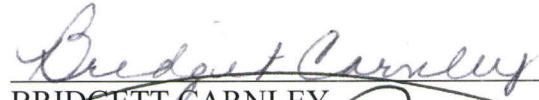
ATTESTS:



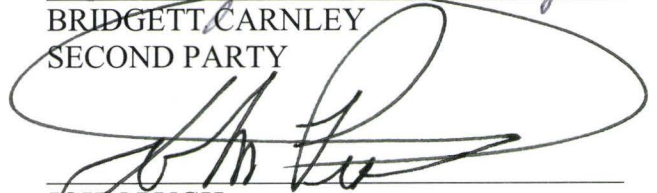
WITNESS



WITNESS

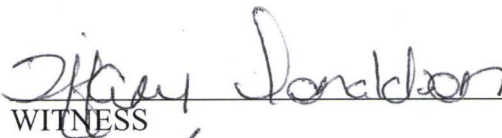


BRIDGETT CARNLEY  
SECOND PARTY

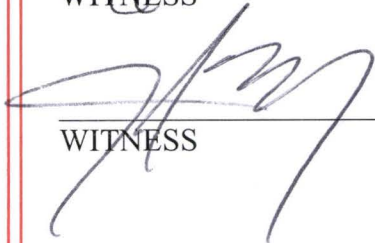


JOHN PUGH  
SECOND PARTY

ATTESTS:



WITNESS



WITNESS

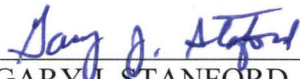
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS  
CHAIRMAN



ATTEST:



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

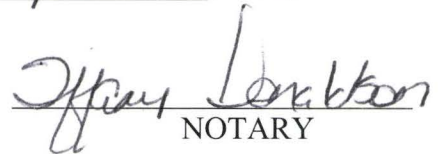


ACKNOWLEDGMENTS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 23<sup>rd</sup> day of April, 2012, AD.



NOTARY

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

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 THOMAS C. GRANT 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 23<sup>rd</sup> day of April, 2012, AD.



*[Handwritten Signature]*  
NOTARY

My Commission expires: 10/16/15

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 JOHN PUGH 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 28<sup>th</sup> day of March, 2012, AD.



*[Handwritten Signature]*  
NOTARY

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

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

AND

JOE CARNLEY AND MAX MATTHEWS

This LEASE FOR HANGAR SPACE fully executed this ~~29<sup>th</sup>~~ day of August, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and JOE CARNLEY AND MAX MATTHEWS (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall have an expiration date of May 17, 2013.

SECTION 2: AIRCRAFT OWNERSHIP

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

L08-0326-AP5-152  
LESSEE: CARNLEY & MATTHEWS  
DAP BLOCK 7/LOT 1  
EXPIRES: 5/17/2013

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

### SECTION 3: IMPROVEMENTS TO COUNTY

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

### SECTION 4: CONSTRUCTION OF HANGAR

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

### SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

### SECTION 6: RENTALS

#### a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes FOUR THOUSAND (4,000) square feet at THIRTY EIGHT (\$.38) cents per square foot per year for a total annual cost of ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$1,520.00) plus tax.

b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

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

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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



SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a

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

#### SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Carnley and Matthews, C/O Joe Carnley, P.O. Box 6, Destin, FL 32540.

#### SECTION 20: HOLD HARMLESS

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

#### SECTION 21: BINDING NATURE OF LEASE

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

#### SECTION 22: PROHIBITED ACTIVITY

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

#### SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

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

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

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 4,000 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:

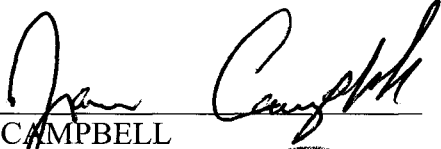
LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

SECTION 31: ENTIRE LEASE

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

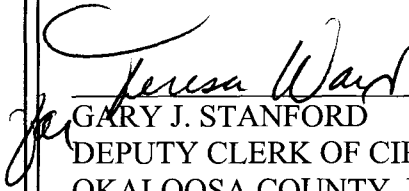
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

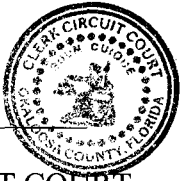
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
JAMES CAMPBELL  
CHAIRMAN



ATTEST:

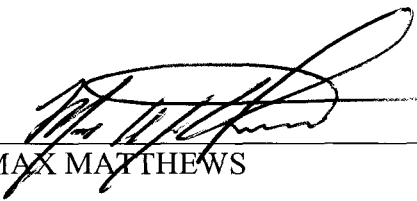
  
\_\_\_\_\_  
GARY J. STANFORD  
DEPUTY CLERK OF CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA



  
\_\_\_\_\_  
JOE CARNLEY

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
MAX MATTHEWS

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

ACKNOWLEDGMENTS

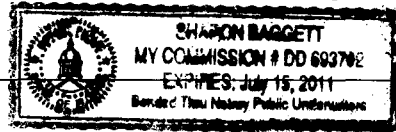
STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOE CARNLEY 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 19<sup>th</sup> day of August, 2008, AD.

[Signature]  
NOTARY

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



ACKNOWLEDGMENTS

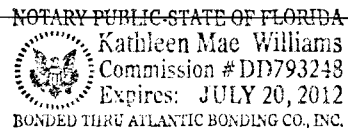
STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MAX MATTHEWS 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 20 day of August, 2008, AD.

[Signature]  
NOTARY

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



**CERTIFICATE OF INSURANCE**

**Certificate Issued to:** Okaloosa County, 602 C North Pearl Street, Crestview, Florida 32536

**Insured:** MJD Advisory Services, LLC.  
**Address:** 425 Broadland Road NW, Atlanta, GA 30342-3606

**Policy Number:** CAV1001210-00

**Effective Dates:** 08/13/14 to 08/13/15

**Insurer:** **Companion Property & Casualty Insurance Company**, c/o London Aviation Underwriters, Inc.

**Producer:** NationAir Insurance - P&B Branch, Chesterfield, MO Ph. 636-532-0023

**Coverage:** N476SR 2007 Cirrus SR22  
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)

Combined Single Limit \$1,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$100,000 Each Passenger, Each Occurrence.  
Includes CAV 0161 Non-Commercial Premises Liability Endorsement

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


The Insurer agrees to provide the above named Certificate Holder at least 30 days notice prior to cancellation or material change in the above coverage by the insurer.

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

This Certificate cancels and supercedes any previously issued Certificates.

**This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.**

Date: 11/14/14 09:41 AM

By:   
\_\_\_\_\_  
Authorized Representative

LONDON AVIATION UNDERWRITERS, INC.  
226 Second Avenue West, Seattle, Washington 98119-4204