

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/10/2019

Contract/Lease Control #: L83-0013-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: VERTOL SYSTEMS COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/07/2019

Expiration Date: 12/31/2027

Description of Contract/Lease: BASP LOT 1 BLOCK 2

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

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

Named Insured: VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED
PO BOX 727
DESTIN, FL 32540

Policy Period: From FEBRUARY 6, 2020 To FEBRUARY 6, 2021

Policy Number: SASICOM60009820-10

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

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

Aircraft:

Year	Make and Model	Reg No	Insured Value	Deductibles NIM / IM	Liability Limit
----	----SEE ATTACHED FORM----	-----	\$ -----	-----	\$ -----
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

FOR FURTHER INFORMATION, PLEASE REFER TO ATTACHED FORM NUMBER, STARR 10284 & 10134.

THE COMPANY AGREES TO PROVIDE THE CERTIFICATE HOLDER WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION IF MADE BY THE COMPANY.

A WAIVER OF SUBROGATION AS RESPECTS PHYSICAL DAMAGE COVERAGE IS PROVIDED.

COVERAGE FOR THE FOLLOWING AIRCRAFT APPLIES ONLY WHILE NOT IN MOTION: N194VS, N195VS, N132TJ, N56CF, N869VS, N969VS AND N421VS.

CONTRACT#: L83-0013-AP
VERTOL SYSTEMS COMPANY, INC.
BASP LOT 1 BLOCK 2
EXPIRES: 12/31/2027

Certificate Number: 1.1
Issued By and Date: FEBRUARY 11, 2020 (CM)

Starr 10200 (6/06)

By  L 19-0476-11P
L 83-0013-11P
(Authorized Representative)

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Named Insured: VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED
PO BOX 727
DESTIN, FL 32540

Policy Number: SASICOM60009820-10

<u>Year</u>	<u>Make and Model</u>	<u>Reg No</u>	<u>Insured Value</u>	<u>Deductibles NIM / IM</u>	<u>Liability Limit</u>	
1980	MD 500 D (369D)	N195VS	AS ON FILE \$	AS ENDORSED	1,000,000.	CSL EXCLUDING PAX
1980	MD 500 D (369D)	N194VS	AS ON FILE	AS ENDORSED	1,000,000.	CSL EXCLUDING PAX
1986	MIL MI-17	N25299	AS ON FILE	AS ENDORSED	5,000,000.	CSL INCLUDING PAX
1979	MIL MI-24	N114VS	AS ON FILE	AS ENDORSED	5,000,000.	CSL INCLUDING PAX
2011	AEROSPACE LTD PAC 750	N132TJ	AS ON FILE	AS ENDORSED	5,000,000.	CSL EXCLUDING PAX
1993	BELL 212 (IFR)	N249H	AS ON FILE	AS ENDORSED	5,000,000.	CSL INCLUDING PAX
1964	BELL UH-1	N56CF	AS ON FILE	AS ENDORSED	5,000,000.	CSL EXCLUDING PAX
1979	MD 500 D (369D)	N60VS	AS ON FILE	AS ENDORSED	5,000,000.	CSL INCLUDING PAX
1982	MD 500 D	N869VS	AS ON FILE	AS ENDORSED	1,000,000.	CSL EXCLUDING PAX
1980	MD 500 D (369D)	N969VS	AS ON FILE	AS ENDORSED	1,000,000.	CSL EXCLUDING PAX
1979	MD 500 D (369D)	N421VS	AS ON FILE	AS ENDORSED	1,000,000.	CSL EXCLUDING PAX

ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: ALL SCHEDULED AIRCRAFT

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

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

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

Schedule:

Name OKALOOSA COUNTY
Address 5749 A OLD BETHEL ROAD
 CRESTVIEW, FL 32536

Name
Address

Name
Address


All other provisions of this policy remain the same.

This endorsement becomes effective FEBRUARY 6, 2020 to be attached to and hereby made a part of:
Policy No. SASICOM60009820-10
Issued to VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue FEBRUARY 11, 2020 (CM)

By  _____
(Authorized Representative)

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

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

Named Insured: VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED
PO BOX 727
DESTIN, FL 32540

Policy Period: From FEBRUARY 6, 2020 To FEBRUARY 6, 2021

Policy Number: SASICOM60009920-10

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

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

Aviation Commercial General Liability

Limits of Insurance

Each Occurrence Limit	\$ <u>3,000,000.</u>
Damage to Premises Rented to You Limit	\$ <u>500,000.</u> Any one premises
Medical Expense Limit	\$ <u>25,000.</u> Any one person
Personal & Advertising Injury Aggregate Limit	\$ <u>3,000,000.</u>
General Aggregate Limit	\$ <u>NOT APPLICABLE</u>
Products/Completed Operations Aggregate Limit	\$ <u>3,000,000.</u>
Hangarkeepers Limit	
Each Aircraft Limit	\$ <u>3,000,000.</u>
Each Loss Limit	\$ <u>5,000,000.</u>
Hangarkeeper's Deductible	\$ <u>AS ENDORSED</u> Each Aircraft

FOR FURTHER INFORMATION, PLEASE REFER TO ATTACHED FORM NUMBER, STARR 10060 & 10134.

*ALL PREMISES NECESSARY AND/OR INCIDENTAL TO THE AVIATION OPERATIONS OF THE NAMED INSURED.

THE COMPANY AGREES TO PROVIDE THE CERTIFICATE HOLDER WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION IF MADE BY THE COMPANY.

THE CERTIFICATE HOLDER IS PROVIDED A WAIVER OF SUBROGATION AS RESPECTS TO LIABILITY COVERAGE.

Certificate Number: 7.1
Issued By and Date: JANUARY 29, 2020 (JK)

Starr 10058 (6/06)

By 
(Authorized Representative)

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
OKALOOSA COUNTY 5749 A OLD BETHEL ROAD CRESTVIEW, FL 32536
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.


All other provisions of this policy remain the same.

This endorsement becomes effective FEBRUARY 6, 2020 to be attached to and hereby made a part of:
Policy No. SASICOM60009920-10
Issued to VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue JANUARY 29, 2020 (JK)

By 
(Authorized Representative)

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

Procurement/Contract/Lease Number: LS3-0013-AP Tracking Number: 328919
 Procurement/Contractor/Lessee Name: Rodney Greenway Grant Funded: YES ___ NO X
 Purpose: assignment of lease
 Date/Term: 12-31-27 1. GREATER THAN \$100,000
 Amount: _____ 2. GREATER THAN \$50,000
 Department: airports 3. \$50,000 OR LESS
 Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-20-19
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NA Grant Name: _____
 _____ Date: _____
 Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 2-20-19

 Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 2-26-19

 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

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

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, February 26, 2019 8:46 AM
To: DeRita Mason
Cc: Karen Donaldson; Edith Gibson; Greg Stewart
Subject: RE: AOL Greenway to Vertol for Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, February 20, 2019 9:00 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: AOL Greenway to Vertol for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Wednesday, February 20, 2019 7:58 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Greenway to Vertol for Coordination

DeRita:

Good Morning. Please begin the coordination for the attached assignment of lease Greenway (L83-0013-AP) to Vertol.
Thank you.

Dave

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, February 20, 2019 8:51 AM
To: DeRita Mason
Subject: RE: AOL Greenway to Vertol for Coordination

DeRita

This is approved by risk

Thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, February 20, 2019 8:00 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: AOL Greenway to Vertol for Coordination

Please review and approve the attached.

Thank you,

DeRita

From: Dave Miner
Sent: Wednesday, February 20, 2019 7:58 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL Greenway to Vertol for Coordination

Dave Miner

From: Karen Donaldson
Sent: Thursday, April 25, 2019 5:20 PM
To: Dave Miner
Subject: RE: Vertol Amendment One Block 3 Lots 3 4 5.docx

This works Dave...Thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: Dave Miner <dminer@myokaloosa.com>
Sent: Thursday, April 25, 2019 2:03 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: FW: Vertol Amendment One Block 3 Lots 3 4 5.docx

Karen:

Please review the additional wording on page 8 number 4 and let us know if this is OK for the attached Vertol Amendment, new lease for Vertol on Block B Lot 2, and the assignment of lease from Mr. Rodney Greenway to Vertol.

Thanks Karen.

Dave

David E. Miner
Properties and Leases

Okaloosa County Airports
(850) 651-7160 Ext. 4
www.flyvps.com

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From: Allyson Oury <aoury@myokaloosa.com>
Sent: Thursday, April 25, 2019 1:56 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: RE: Vertol Amendment One Block 3 Lots 3 4 5.docx

Looks good, Dave. Thank you.

Allyson Oury, CPA
Airports Deputy Director – Finance
Okaloosa County

From: Dave Miner <dminer@myokaloosa.com>
Sent: Thursday, April 25, 2019 1:51 PM
To: Allyson Oury <aoury@myokaloosa.com>
Subject: Vertol Amendment One Block 3 Lots 3 4 5.docx

Is this OK to send to Karen? I put the date as February 6, 2020 which is the current expiration date of COI.

Dave

Dave Miner

From: Karen Donaldson
Sent: Monday, April 15, 2019 4:22 PM
To: Dave Miner
Cc: Allyson Oury; DeRita Mason
Subject: RE: Vertol AOL from Greenway COI for Compliance

Dave

This insurance is good with one exception. They need to add the waiver of subrogation to the liability policies.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: Dave Miner <dminer@myokaloosa.com>
Sent: Monday, April 15, 2019 1:06 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: Vertol AOL from Greenway COI for Compliance

Karen:

Please review the attached COIs for Vertol assignment of lease from Mr. Greenway (L83-0013-AP).
No aircraft scheduled for hangar yet.

Dave

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

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**STARR
COMPANIES**

GENERAL LIABILITY & REVENUE

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

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

Named Insured: VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED
PO BOX 230756
TIGARD, OR 97281

Policy Period: From FEBRUARY 6, 2019 To FEBRUARY 6, 2020

Policy Number: SASICOM60009919-09

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

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

Aviation Commercial General Liability

Limits of Insurance

Each Occurrence Limit	\$ 3,000,000.
Damage to Premises Rented to You Limit	\$ 500,000. Any one premises
Medical Expense Limit	\$ 25,000. Any one person
Personal & Advertising Injury Aggregate Limit	\$ 3,000,000.
General Aggregate Limit	\$ NOT APPLICABLE
Products/Completed Operations Aggregate Limit	\$ 3,000,000.
Hangarkeepers Limit	
Each Aircraft Limit	\$ 3,000,000.
Each Loss Limit	\$ 5,000,000.
Hangarkeeper's Deductible	\$ AS ENDORSED Each Aircraft

FOR FURTHER INFORMATION, PLEASE REFER TO ATTACHED FORM NUMBER, STARR 10080.

*ALL PREMISES NECESSARY AND/OR INCIDENTAL TO THE AVIATION OPERATIONS OF THE NAMED INSURED.

THE COMPANY AGREES TO PROVIDE THE CERTIFICATE HOLDER WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION IF MADE BY THE COMPANY.

Certificate Number: 7.1
Issued By and Date: FEBRUARY 1, 2019 (SBC)

Starr 10058 (6/08)

By 
(Authorized Representative)



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/11/2019

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.

PRODUCER: SterlingRisk Aviation, 1001 Airport Road, Destin FL 32541. CONTACT NAME: Mike O'Donnell, PHONE: 850-460-7391, FAX: 850-270-2602. INSURED: Vertol Systems Company, Inc., Crestview Hangar #51, LLC, PO Box 727, Destin FL 32541. INSURER(S): Travelers Indemnity Company, NAIC # 25658.

COVERAGES CERTIFICATE NUMBER: 1544313835 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Crestview Airport
Block 2, Lot 1 John Givens Road (Steel Shade Hangar)
Crestview, FL 32539

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, COVERED PROPERTY, LIMITS. Includes sections for PROPERTY, INLAND MARINE, CRIME, and BOILER & MACHINERY.

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOCATION IS ADDED TO THE POLICY EFFECTIVE 03/25/2019

WIND/HAIL COVERAGE IS EXCLUDED - COVERAGE NOT AVAILABLE UNDER THIS POLICY. OKALOOSA COUNTY, FLORIDA IS LISTED AS LOSS PAYEE AS RESPECTS THEIR INTEREST IN THE BUILDING LISTED ABOVE AS PER THE LEASE AGREEMENT.

CERTIFICATE HOLDER: Okaloosa County, Florida, 5479 A Old Bethel Road, Crestview FL 32536. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L83-0013-AP
RODNEY GREENWAY HANGAR LEASE AT THE
BOB SIKES AIRPORT

This Consent to Assignment of Lease and Amendment, made and entered into this 7th day of May, 2019, hereby approves of the assignment and amendment between Rodney Greenway (“Lessee”) and Vertol Systems Company, Inc., LLC (“Assignee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, the County entered into an Assignment of Lease Agreement, L83-0013-AP with Rodney Greenway on May 28, 2013 with a current expiration date of December 31, 2027 for Block 2 Lot 1; and

WHEREAS, Lessee desires an Assignment of Lease from Rodney Greenway to Vertol Systems Company, Inc.; and

WHEREAS, in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County’s consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

WHEREAS, the County as recipient of federal assistance is required to incorporate specific revisions in grant funded leases. These provisions are being incorporated per this amendment as listed below; 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 agree to the following:

I. CONSENT TO ASSIGNMENT

1. In accordance with Section 14 of L83-0013-AP, the County hereby consents to this assignment of the Lessee interest of Rodney Greenway to Vertol Systems Company, Inc.

2. Assignee by execution of this Consent to Assignment of Lease and Amendment, and in consideration of consent by the County of the same, is bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

II. AMENDMENT TO THE LEASE AGREEMENT

L83-0013-AP is hereby amended as follows:

3. Section 2 titled "Aircraft Ownership", is deleted and replaced as follows:

Airplane Ownership

Lessee shall provide written confirmation to the County of proof of ownership of individually-owned/corporate-owned airplane to be stored pursuant to this Lease. In the event Lessee's airplane is sold, damaged, etc., Lessee shall have one year to replace said airplane; otherwise this lease shall be voided at the County's discretion. The airplane certificate of insurance must be issued to lessee or specifically name the lessee as an additional insured doing business as (dba) the name of the lessee.

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

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes FOUR THOUSAND NINE HUNDRED THIRTY FOUR (4,934) square feet at \$1.00 per square foot per year for a total annual cost of \$4,934.00 plus state sales tax.

5. Section 7 titled "Escalation Clause", 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).

6. Section 13 titled "Taxes", is deleted and replaced as follows:

Lessee shall pay any and all taxes, assessments, charges, recording and doc fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer

or incur, or that may become due, by reason of any default of the Lessee of failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

7. Section 14 titled "Assignment and Sublease", is hereby deleted and replaced as follows:

All subsequent transfer and assignments of any interest, including mortgages thereon, require written approval by County and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, to include renewals, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Seven. Lessee shall have thirty (30) days 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.

8. Section 18c under Section 18 titled "Insurance", 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 and ten (10) day notice for non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements. Lessee agrees to comply with the insurance requirements as set forth in Exhibit "B" attached hereto and incorporated herein.

9. Section 19 titled "Notices", is hereby deleted and replaced as follows:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by

the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Vertol Systems Company, Inc., James L. Montgomerie, P. O. Box 727, Destin, FL 32541.

10. Section 27 titled "Place of Payments", 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 N, Suite 1, Eglin AFB, FL 32542-1498.

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

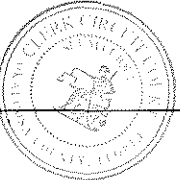
(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: MAY 07 2019

ATTEST:

Sam J. Steford
J.D. Peacock II
Clerk of Circuit Court


LESSEE

[Signature]
Rodney Greenway
Date: _____

ATTEST:

[Signature]
Witness
Elizabeth Greenway
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 RODNEY GREENWAY 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 17th day of March, 2019, AD.



[Signature]
NOTARY
My Commission Expires: May 15th 2020

ASSIGNEE

J.M.
Vertol Systems Company, Inc.
James Montgomerie
Date: 29 APRIL 2019

ATTEST:

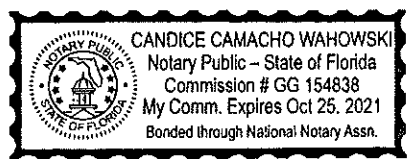
[Signature]
Witness
[Signature]
Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 29 day of APRIL, 2019, AD.



[Signature]
NOTARY

My Commission Expires: 25 October 2021

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 the airport sponsor 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 the airport sponsor or any transferee retains ownership or possession of the property.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Okaloosa County pursuant to the provisions of the Airport Improvement Program grant assurances.

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, Lessee will there upon revert to and vest in and become the absolute property of Lessee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, 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 subleases 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 lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal 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 lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.

(4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 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 Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

Subleases. 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"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGAR LEASES

[Revised 3-26-19 by KDonaldson]

INSURANCE REQUIREMENTS

1. The lessee shall not occupy said premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day's prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

WORKERS' COMPENSATION INSURANCE

1. If applicable: The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County
2. Such insurance shall comply with the Florida Workers' Compensation Law.

3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.

Waiver of Subrogation will be obtained and provided to County upon renewal of policy no later than February 6, 2020.

5. If contractor is exempt, proof of the exemption from the State is required. Any subcontractors used must show proof of Workers Compensation with the waiver of subrogation in favor of Okaloosa County. Note: Okaloosa County reserves the right to require Workers Compensation coverage on all contracts

GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury and Property Damage with respect to the Leased premises.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Lessee shall notify the County representative in writing. The Lessee shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement. Excess liability insurance must state which policy it applies to.

PROPERTY INSURANCE

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.

Exception to Property Insurance is Lessee's in Block 8. County will obtain Property Insurance on this Hangar and divide the cost between Lessee's.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. General Liability	\$1,000,000 each occurrence (A combined single limit)
3. Aircraft Liability	\$1,000,000 each occurrence (A combined single limit)
4. Property (Hangar)	Full replacement value of Hangar

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Lessee's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Lessee shall indemnify and hold harmless the 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 wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

1. Certificates of insurance evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows:

Okaloosa County Board of County Commissioners
5479A Old Bethel Road
Crestview, Florida, 32536

2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to:

Okaloosa County Purchasing Department
5479-A Old Bethel Road
Crestview, FL 32536

4. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Lessee's full responsibility. In particular, the Lessee shall afford full coverage as specified herein to entities listed as Additional Insured. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.
5. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Lessee hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/22/15

Contract/Lease Control #: L83-0013-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: Rodney Greenway

LEASE # L83-0013-AP

Lessor: OKALOOSA COUNTY

BSAP LOT 1, BLOCK 2
EXPIRES: 12/31/2025

Effective Date: 2/1/2005 \$45,540.00

Term: RENEWED ADDITIONAL 20 YEARS EXPIRING ~~12/31/2025~~ 12/31/2027

Description of Contract/Lease: BSAP LOT 1/BLOCK 2

Department Manager: AIRPORT

Department Monitor: Harman

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
5/22/2019

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

PRODUCER SterlingRisk Aviation 1001 Airport Road Destin FL 32541	CONTACT NAME: Mike O'Donnell		
	PHONE (A/C, No, Ext): 850-460-7391	FAX (A/C, No): 850-270-2602	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID: VERTSYS-01			
INSURED Vertol Systems Company, Inc. Crestview Hangar #51, LLC PO Box 727 Destin FL 32541	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company		25658
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1252234910 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(2/3) 5614 JOHN GIVENS RD CRESTVIEW FL 32539; (3/4) 5491 JOHN GIVENS ROAD CRESTVIEW FL 32539; (4/5) 5535 JOHN GIVENS RD, HANGAR #5509, CRESTVIEW FL 32539; (5/6) CRESTVIEW AIRPORT BLOCK 2, LOT 1 JOHN GIVENS ROAD CRESTVIEW FL 32539


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	KTK6302302R389	5/27/2019	5/27/2020	<input checked="" type="checkbox"/> BUILDING	\$ SEE BELOW			
		CAUSES OF LOSS								
		BASIC								
		BROAD								
	<input checked="" type="checkbox"/>	SPECIAL								
		EARTHQUAKE								
		WIND								
		FLOOD								
		INLAND MARINE	TYPE OF POLICY							
		CAUSES OF LOSS								
		NAMED PERILS	POLICY NUMBER							
		CRIME								
		TYPE OF POLICY								
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN								

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WIND/HAIL COVERAGE IS EXCLUDED - COVERAGE NOT AVAILABLE UNDER THIS POLICY.

OKALOOSA COUNTY, FLORIDA IS LISTED AS LOSS PAYEE AS RESPECTS THEIR INTEREST IN THE BUILDINGS LISTED BELOW AS PER THE LEASE AGREEMENT.

See Attached... L83-0013-AP

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



ADDITIONAL REMARKS SCHEDULE

AGENCY SterlingRisk Aviation		NAMED INSURED Vertol Systems Company, Inc. Crestview Hangar #51, LLC PO Box 727 Destin FL 32541	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE**

SPECIAL CONDITIONS:

(2/3) 5614 John Givens Rd, Crestview, FL 32539; Building Limit: \$723,065

(3/4) 5491 John Givens Road, Crestview, FL 32539; Building Limit: \$960,300

(4/5) 5535 John Givens Rd, Crestview, FL 32539; Building Limit: \$375,000

(5/6) Crestview Airport, Block 2, Lot 1 John Givens Road, Crestview, FL 32539; Building Limit: \$99,480



STARR COMPANIES

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

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

Named Insured: VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED
PO BOX 230756
TIGARD, OR 97281

Policy Period: From FEBRUARY 6, 2019 To FEBRUARY 6, 2020

Policy Number: SASICOM60009819-09

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

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

Aircraft:

Year	Make and Model	Reg No	Insured Value	Deductibles NIM / IM	Liability Limit
---	---SEE ATTACHED FORM---	-----	\$ -----	-----	\$ -----
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

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

THE COMPANY AGREES TO PROVIDE THE CERTIFICATE HOLDER WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION IF MADE BY THE COMPANY.

L 83-0013-AP

Certificate Number: 1.1
Issued By and Date: FEBRUARY 5, 2019 (SBC)

By
(Authorized Representative)



STARR COMPANIES

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Named Insured: VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED
PO BOX 230756
TIGARD, OR 97281

Policy Number: SASICOM60009819-09

Year	Make and Model	Reg No	Insured Value	Deductibles NIM / IM	Liability Limit
979	MD 500 D (369D)	N60VS	\$ AS ON FILE\$	AS ENDORSED\$	5,000,000. CSL INCLUDING PA
990	MIL MI-8	N8062Z	AS ON FILE	AS ENDORSED	5,000,000. CSL INCLUDING PA
986	MIL MI-17	N25299	AS ON FILE	AS ENDORSED	5,000,000. CSL INCLUDING PA
979	MIL MI-24	N114VS	AS ON FILE	AS ENDORSED	5,000,000. CSL INCLUDING PA
2011	AEROSPACE LTD PAC 750	N132TJ	AS ON FILE	AS ENDORSED	5,000,000. CSL EXCLUDING PA
1993	BELL 212 (IFR)	N249H	AS ON FILE	AS ENDORSED	5,000,000. CSL EXCLUDING PA
1981	EUROCOPTER BO 105CBS	N549VS	AS ON FILE	AS ENDORSED	5,000,000. CSL INCLUDING PA
1964	BELL UH-1	N56CF	AS ON FILE	AS ENDORSED	5,000,000. CSL EXCLUDING PA
1988	BELL 212 (IFR)	N303VS	AS ON FILE	AS ENDORSED	5,000,000. CSL INCLUDING PA

ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: ALL SCHEDULED AIRCRAFT

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

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

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

Schedule:

Name OKALOOSA COUNTY
Address 5749 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

Name
Address

Name
Address


All other provisions of this policy remain the same.

This endorsement becomes effective FEBRUARY 6, 2019 to be attached to and hereby made a part of:
Policy No. SASICOM60009819-09
Issued to VERTOL SYSTEMS COMPANY, INC. AND AS ENDORSED

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue FEBRUARY 5, 2019 (SBC)

By  _____
(Authorized Representative)



Aircraft Certificate of Insurance

DATE ISSUED 10/09/2017
NAMED INSURED G2, LLC and its individual executive officers and members; Rodney Greenway
ADDRESS OF INSURED 696 Sloux Cr. Crestview, FL 32536 RODNEY GREENWAY L83-0013-AP
INSURANCE COMPANY American National Property and Casualty Company
POLICY NUMBER AC-00745-02
POLICY EFFECTIVE DATE 07/26/2017
POLICY EXPIRATION DATE 07/26/2018
CERTIFICATE EFFECTIVE 09/26/2017
AIRCRAFT COVERED N57GW 1989 Beech Bonanza F33A

Aircraft Liability Coverage

Table with 2 columns: Description and LIMIT OF COVERAGE. Row 1: PART THREE. LIABILITY TO OTHERS. Row 2: D. SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COVERAGE Including passengers, \$1,000,000 Each Occurrence.

This Certificate is issued to the following Certificate Holder:

Okaloosa County
5479 A Old Bethel Rd.
Crestview, FL 32536

We agree to provide notice of cancellation or non-renewal to the named Certificate Holder if the policy should be cancelled or non-renewed by the Company in accordance with the notice requirements provided by the Policy.

The coverage provided by the Policy is subject to all the Policy's terms, conditions and exclusions. This certificate is issued as a matter of information only and does not affirmatively, nor negatively amend, extend or alter the coverage afforded by the policy.

THE COMPANY BY ENDORSEMENT TO THE POLICY AGREES TO EXTEND COVERAGE TO THE NAMED CERTIFICATE HOLDER UNDER THE NAMED INSURED'S COVERAGE UNDER PART THREE, LIABILITY TO OTHERS, FOR AN OCCURRENCE ARISING OUT OF THE NAMED INSURED'S OPERATIONS AS APPLICABLE.

ACCELERATION AVIATION UNDERWRITERS, INC.
Aviation Managers

Handwritten signature of Christopher Jones

LEASE: #L83-0013-AP
 RODNEY H. GREENWAY
 AOL FROM RAVI AGREEMENT FOR BLOCK 2 LOT 1
 EXPIRES: 12/31/2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 07/27/2017

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

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

PRODUCER National Hangar Insurance Program 1300 S. Main Street Tulsa, OK 74119		CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Indemnity Company (IND) INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED Rodney H. Greenway 695 Sioux Circle CRESTVIEW, FL 32536		<i>L83-0013-AP</i>	

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	ADCL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC		6D614992	09/20/2017	09/20/2018	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 - COMPROP AGG \$ Excluded
	AUTOMOBILE LIABILITY <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) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS 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) Bob Skies Airport, 5545 John Givens Road, CRESTVIEW, FL 32539

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

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



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/27/2017

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

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.

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

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (1/1) Bob Skies Airport, 5545 John Givens Road, CRESTVIEW, FL 32539

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"/>	PROPERTY	6D614992	09/20/2017	09/20/2018	<input checked="" type="checkbox"/> BUILDING	\$ 215,000		
	CAUSES OF LOSS				DEDUCTIBLES		PERSONAL PROPERTY	\$
	BASIC				BUILDING		BUSINESS INCOME	\$
	BROAD				CONTENTS		EXTRA EXPENSE	\$
<input checked="" type="checkbox"/>	SPECIAL						RENTAL VALUE	\$
	EARTHQUAKE						BLANKET BUILDING	\$
	WIND			BLANKET PERS PROP	\$			
	FLOOD			BLANKET BLDG & PP	\$			
					\$	\$		
	INLAND MARINE	TYPE OF POLICY				\$		
	CAUSES OF LOSS					\$		
	NAMED PERILS	POLICY NUMBER				\$		
						\$		
	CRIME					\$		
	TYPE OF POLICY					\$		
						\$		
	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
 Certificate Holder is added as LP as evidence by the form listed above.

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

**AMENDMENT TWO TO HANGAR LEASE L83-0013-AP
RODNEY GREENWAY HANGAR LEASE AT THE
BOB SIKESAIRPORT**

This Second Amendment made and entered into this 28 day of March, 2017, hereby approves this Second Amendment for lease L83-0013-AP by Rodney Greenway ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on May 28, 2013, Lessee entered into an Assignment Lease Agreement, L83-0013-AP, which had been entered into February 1, 2005 with the County, for Hanger Space at the Bob Sikes Airport with a current expiration date of December 31, 2025 (hereinafter the "Lease"); and

WHEREAS, the new language for storage of items in the hangar was approved by the Board of County Commissioners in open session on November 15, 2016; and

WHEREAS, Section 11 of the Lease, titled "Care of Leased Premises" will be changed to correspond to the new language which was approved by the Board.

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

1. Section 11 titled "Care of Leased Premises" of L83-0013-AP is hereby replaced in its entirety with the following provision:

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 the hangars provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

2. 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

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 02 March 2017



ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



LESSEE

Rodney Greenway
Rodney Greenway
Date: 12/27/14

ATTEST:

Debra Weeks
Witness
Capital Bank
Witness

ACKNOWLEDGMENTS

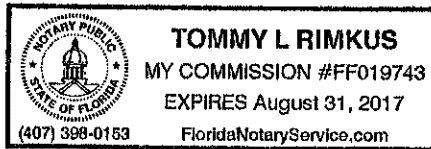
STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RODNEY GREENWAY 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 27th day of December, 2016, AD.

[Signature]
NOTARY

My Commission Expires: 8/31/2017





CA #3

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: March 21, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Rodney Greenway Amendment Two to Hangar Lease
DEPARTMENT: Airport
BCC DISTRICT: 1

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Rodney Greenway's Amendment Number Two for Block 2 Lot 1 at the Bob Sikes Airport (#L83-0013-AP).

BACKGROUND: On May 28, 2013, Lessee Mr. Rodney Greenway entered into an Assignment of Lease at the Bob Sikes Airport. On November 15, 2016 the Board approved new language for the storage of items in lessee hangar. Mr. Greenway requests that the new Care of Premises language be added to his Lease. Mr. Greenway's certificates of insurance are attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve Rodney Greenway's Amendment Number Two to Hangar Lease at the Bob Sikes Airport as described above.

RECOMMENDED BY:



Tracy Stage, Airport Director 3/14/2017

APPROVED BY:



John Hofstad, County Administrator 3/14/2017

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L83-0013-AP Tracking Number: 2132-17
Contractor/Lessee Name: Rodney Greening Grant Funded: YES ___ NO X
Purpose: Amendment Two to merger lease.
Date/Term: 12-31-27 1. GREATER THAN \$50,000
Amount: \$3,876.30 annually plus tax 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: Stacy Jinner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
Ch - Powell Date: 11/21/2016
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written: w/OT for \$1,000,000 aircraft + public liability
Laura J. Porter Date: 11/21/16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email dated 11/23/2016
Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

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

Dave Miner

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 22, 2016 3:39 PM
To: Dave Miner
Cc: Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara
Subject: RE: Hangar Amendments L83-0013-AP

The Second Amendment to the Rodney Greenway hangar lease is approved for legal sufficiency.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, November 22, 2016 4:26 PM
To: Parsons, Kerry
Cc: Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara
Subject: RE: Hangar Amendments

Ms. Parsons:

Corrections accepted and made.

Dave

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, November 22, 2016 2:36 PM
To: Dave Miner
Cc: Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara
Subject: RE: Hangar Amendments

Hey Dave:

Attached please find my revisions to the eight hangar amendments you sent me earlier. When you send them back, please send them each separately and in the subject line specify the hangar lease you are looking for legal approval on. That way it will make the approval documents easy for all to understand when processing for the board's agenda.

Thanks,
Kerry

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Tuesday, November 22, 2016 2:37 PM
To: Parsons, Kerry
Cc: Stephanie Herrick; Charles Powell; Zan Fedorak; Lynn Hoshihara
Subject: RE: Hangar Amendments

AMENDMENT NUMBER ONE

TO

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

RODNEY GREENWAY

This AMENDMENT NUMBER ONE, fully executed this 18th day of June, 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and RODNEY GREENWAY (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into Assignment of Lease 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 2 LOT 1 at the Bob Sikes Airport (the "CEW") in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of December 31, 2025; 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 December 31, 2027.

LEASE # L83-0013-AP
RODNEY GREENWAY
AOL FROM RAVI AGARWAL FOR BLOCK 2, LOT 1
EXPIRES: 12/31/2027

SECTION 2:

Section 6 a: Ground Lease is amended to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes FOUR THOUSAND NINE HUNDRED THIRTY FOUR (4,934) square feet at SEVENTY SEVEN CENTS (\$0.77) per square foot per year for a total annual cost of THREE THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS AND EIGHTEEN CENTS (\$3,799.18) plus tax.

SECTION 3:

Section 29: Legal Description is amended to read:

Block 2 Lot 1. A portion of the Southwest ¼ of the Northwest ¼ of Section 11, Township 3 North, Range 23, West of Tallahassee Meridian, Okaloosa County, Florida, Described as: Commence at the Southwest corner of the Northwest ¼ of said Section 11, Thence N.01°50'15"E. along West line of said Northwest ¼ for a distance of 169.30 feet; Thence N.82°07'46"E for a distance of 612.63 feet to THE POINT OF BEGINNING; Thence N.08°07'28"W. for a distance of 50.44 feet; Thence N.82°07'46"E. for a distance of 97.82 feet; Thence S.07°52'14"E. for a distance of 50.44 feet; Thence S.82°07'46"W for a distance of 97.82 feet to the POINT OF BEGINNING. Parcel contains 4934 square feet or 0.11 acres, more or less.

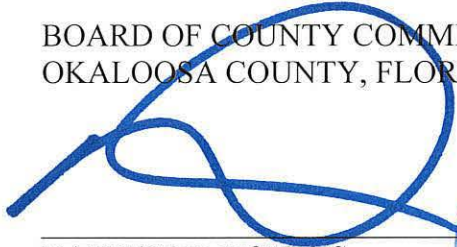
SECTION 4:

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

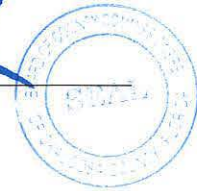
(The remainder of this page intentionally left blank)

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







RODNEY GREENWAY
DATE: _____




WITNESS



PRINT NAME



WITNESS


PRINT NAME

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 RODNEY GREENWAY 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 27th day of April, 2015, AD.

Desirae Suttles
NOTARY



My Commission expires: May 15th 2016

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/6/13

Contract/Lease Control #: L83-0013-AP

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: Rodney Greenway

LEASE # L83-0013-AP

Lessor: OKALOOSA COUNTY

BSAP LOT 1, BLOCK 2
EXPIRES: 12/31/2025

Effective Date: 2/1/2005 \$45,540.00

Term: RENEWED ADDITIONAL 20 YEARS EXPIRING 12/31/2025

Description of Contract/Lease: BSAP LOT 1/BLOCK 2

Department Manager: AIRPORT

Department Monitor: D. Villani

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:

2-28-13

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: L# L83-0013 AP Tracking Number: 553-13

Contractor/Lessee Name: Rawl, Agarwal

Purpose: Assignment of lease to Rodney Greenway

Date/Term: 12-31-25 GREATER THAN \$10,000
 \$10,000 OR LESS

Amount: \$3,735.00 per year plus tax

Department: Airports Dept. Monitor Name: David Wilner

Purchasing Review

Procurement requirements are met:


Contracts/Lease Coordinator

Date: 3/1/13

Risk Management Review

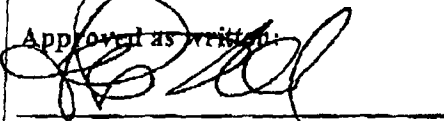
Approved as written:


Risk Management Director

Date: 3/4/2013

County Attorney Review

Approved as written:


County Attorney

Date: 3/12/13

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

Date: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 28th day of May, 2013, by and between RAVI AGARWAL, (hereinafter referred to as the "FIRST PARTY") and RODNEY GREENWAY, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a Lease Agreement for a hangar at the Bob Sikes Airport, Assignment of Lease dated October 14, 2010, lease renewal dated February 1, 2005, supplement agreement number one dated August 25, 1987, and original lease dated September 6, 1983 with a current expiration date of December 31, 2025.

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 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 Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 2 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 Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

SECTION 1:

Change Section 6 a: Ground Lease to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes SEVEN THOUSAND NINE HUNDRED

THIRTY FIVE (7,935) square feet at SEVENTY FIVE CENTS (\$.75) per square foot per year for a total annual cost of FIVE THOUSAND NINE HUNDRED FIFTY ONE DOLLARS AND TWENTY FIVE CENTS. (\$5,951.25) plus tax.

SECTION 2:

Change Section 19: Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Rodney Greenway, 695 Sioux Circle, Crestview, FL 32536.

SECTION 3:

Change Section 29: Legal Description

A portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 3 North, Range 23 , West of Tallahassee Meridian, Okaloosa County, Florida, described as: Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 11, Thence N.01°50' 15"E. along West line of said Northwest $\frac{1}{4}$ for a distance of 159.16 feet; Thence N.82°07'46"E. for a distance of 609.43 feet to the POINT OF BEGINNING; Thence N.08°07'28"W. for a distance of 70.44 feet; Thence N.82°07'46"E. for a distance of 112.81 feet; Thence S.07°52'14"E. for a distance of 70.44 feet; Thence S.82°07'46"W for a distance of 112.50 feet to the POINT OF BEGINNING. Parcel contains 7935 square feet or 0.182 Acres more or less.

SECTION 4: ENTIRE ASSIGNMENT OF LEASE

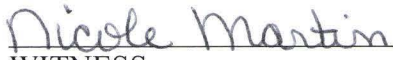
This ASSIGNMENT OF LEASE consists of the following: Sections 1 – 4. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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



RAVI AGARWAL
FIRST PARTY

ATTESTS:



WITNESS

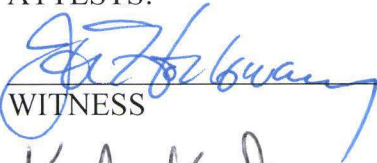


WITNESS




RODNEY GREENWAY
SECOND PARTY

ATTESTS:



WITNESS



WITNESS

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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN

ATTEST:



GARY STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

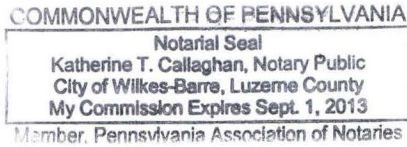


ACKNOWLEDGMENTS

STATE OF FLORIDA *Pennsylvania*
COUNTY OF OKALOOSA *Luzerne*

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAVI AGARWAL 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 22nd day of April, 2013, AD.



Katherine T. Callaghan
NOTARY

My Commission expires: 9-1-13

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RODNEY GREENWAY 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 22nd day of April, 2013, AD.



Desirae Suttles
NOTARY

My Commission expires: May 15th 2016

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER AV 11412201

RENEWAL OF: NEW

ITEM 1. NAMED INSURED: RODNEY GREENWAY
 695 SIOUX CIRCLE
 CRESTVIEW FL 32536

ITEM 2. POLICY PERIOD: FROM DECEMBER 06, 2012 TO DECEMBER 06, 2013
 12:01 A.M. STANDARD TIME AT THE ADDRESS IN ITEM 1.

ITEM 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto. This policy is completed by Aircraft Hull and Liability Form PAM-AV2.

LIMITS OF LIABILITY

ITEM 4. LIABILITY COVERAGES	LIMITS OF LIABILITY		LIAB PREMIUM
	EACH PERSON	EACH OCCURRENCE	
D. SINGLE LIMIT BODILY INJURY, INCLUDING PASSENGERS, AND PROPERTY DAMAGE;		\$ 1,000,000	\$ 565
PASSENGER LIABILITY LIMITED TO:	\$ 100,000	****	****
E. EXPENSES FOR MEDICAL SERVICES	\$ 5,000	\$ 30,000	\$ 0
	LIAB. TOTAL:		\$565

ITEM 5. Description of Aircraft and Physical Damage Coverage hereunder:

F.A.A. REG.		YEAR MAKE AND MODEL		TYPE	SEATS	INSURED
AIRCRAFT	NO.				CREW PASS.	VALUE
1.	N828M	1980	BEECH 55 BARON	LAND	1 5	\$150,000

PHYSICAL DAMAGE

COVERAGE	PREMIUM	DEDUCTIBLES	
		NOT IN MOTION	IN MOTION
1. F: ALL RISK: GROUND & FLIGHT	\$ 1,840	\$ 100	\$ 1,000

PHYSICAL DAMAGE TOTAL: \$1,840 POLICY PREMIUM: \$2,405

ST SURTAX: \$31

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER AV 11412201

PAGE 2

ITEM 6. Pilots: When in flight the aircraft will be piloted only by the following pilots, provided he/she has a valid pilot's certificate and a valid medical certificate, each appropriate to the flight and the aircraft:

RODNEY GREENWAY;

ANY PRIVATE, COMMERCIAL OR ATP PILOT, WITH MULTI ENGINE AND INSTRUMENT RATINGS, PROPERLY CERTIFICATED BY THE FAA HAVING A MINIMUM OF 1,500 TOTAL LOGGED FLYING HOURS, 500 OF WHICH HAVE BEEN IN MULTI ENGINE AIRCRAFT, INCLUDING NOT LESS THAN 50 HOURS IN THE SAME MAKE AND MODEL AIRCRAFT INSURED HEREIN.

ITEM 7. The aircraft will be used for PLEASURE & BUSINESS

Endorsements forming a part of this policy on effective date in Item 2 above AV518(06-09), AV375(03-04), AV453(06-00), AV460(09-04), AV437(12-04), AV469(09-04), AV822(02-92), 2000a(03-01), AV48C(01-07), PA313(02-05), PDPAM(01-08), CTXGA(01-08), GFMEX(08-11).

ITEM 8. LOSS PAYABLE: Any loss under coverage F or G is payable as interest may appear to the named insured and/or AS ENDORSED

ITEM 9. The named insured is and shall remain the sole and unconditional owner of the aircraft and the aircraft is not subject to any encumbrance other than as indicated in Item 8.

PRODUCER: AIRSOUTH INSURANCE, INC.
POST OFFICE DRAWER 6727
DOTHAN AL 36302

Countersigned _____, 20__ Phoenix Aviation Managers, Inc.

By _____ Approved by Ralph L. Hill
(Authorized Representative) Aviation Managers
PAM-AV1A (0786)

LEASE FOR HANGAR SPACE

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

BUILDINGS AND CHURCHES, INC.

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 1st day of January February 2005, 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 BUILDING AND CHURCHES, INC. (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 2 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 be for a term of TWENTY (20) years and shall take effect on the 1st day of January 2005 and end on the 31st day of December 2025.

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

183-0013-AP40-06
LESSEE: BUILDINGS & CHURCHES
(DEWY COSGROVE)
BSAP BLOCK 2/LOT 1
EXPIRES: 1/31/2025

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 every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes FIVE THOUSAND SIXTY (5,060) square feet at FORTY FIVE (\$.45) cents per square foot per year for a total annual cost of TWO THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS (\$2,277.00) plus tax.

b. LEASE CREDITS:

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

c. PAYMENT EFFECTIVE DATE:

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

d. 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: Buildings and Churches, Inc., Dewey Cosgrove, 215 U.S. Hwy 90, East, Crestview, Florida 32536.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Commence at an existing iron pipe marking the northwest corner of section 11, 3 north, range 23 west, Okaloosa County, Florida; thence S01°43'58"W along the west line of section 11 a distance of 2,222.68 feet; thence depart said west line N88°16'02"E 575.29 feet to point of beginning; thence continue N82°21'23"E 100.20 feet; thence N07°38'37"W 50.50 feet; thence S82°21'23"W 100.20 feet; thence S07°38'37"E 50.50 feet to the point of beginning. Contains 5,060 square feet more or less.

SECTION 30: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 30. 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



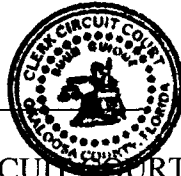
BILL ROBERTS
CHAIRMAN

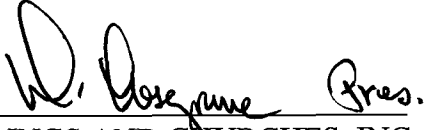


ATTEST:



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





BUILDINGS AND CHURCHES, INC.
DEWEY COSGROVE



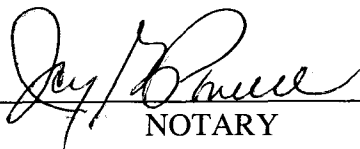
WITNESS

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 DEWEY COSGROVE who, under oath, deposes and says that he is authorized to execute contracts and lease agreements for BUILDINGS AND CHURCHES, INC. and that he executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 1st day of January, 2005, AD.


NOTARY

My Commission expires: _____



Joy G. Powell
Commission # DD104392
Expires May 7, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

LEASE # L83-0013-AP
RAVI AGARWAL
ASSIGNMENT FROM: BUILDINGS & CHURCHES
BSAP LOT 1, BLOCK 2
EXPIRES: 12/31/2025

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 14th day of October, 2010, by and between BUILDINGS AND CHURCHES, Mr. Dewey Cosgrove, (hereinafter referred to as the "FIRST PARTY") and RAVI AGARWAL, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease Agreement for a hangar consisting of FIVE THOUSAND SIXTY (5,060) square feet at the Bob Sikes Airport, lease renewal dated February 1, 2005, supplement agreement number one dated August 25, 1987, and original lease dated September 6, 1983 with a current expiration date of December 31, 2025.

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 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 Bob Sikes Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 2 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 Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

SECTION 1:

Change Section 6 a: Ground Lease to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force

Base, Florida, 32542-1498. The lease includes FIVE THOUSAND SIXTY (5,060) square feet at SEVENTY FIVE CENTS (\$.75) per square foot per year for a total annual cost of THREE THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS (\$3,795.00) plus tax.

SECTION 2:

Change Section 19: Notices to read:

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Doctor Ravi Agarwal, 8 Bay Drive, Ft. Walton Beach, FL 32548.

SECTION 3: ENTIRE ASSIGNMENT OF LEASE

This ASSIGNMENT OF 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.

*Building and Churches
Dewey Cosgrove*

BUILDING AND CHURCHES
DEWEY COSGROVE
FIRST PARTY

ATTESTS:

T. Sayers

WITNESS

Lawrence J. McLeod

WITNESS

Ravi Agarwal

RAVI AGARWAL
SECOND PARTY

ATTESTS:

Michelle Kennedy

WITNESS

Elizabeth Anderson

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 DEWEY COSGROVE who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

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

Joy G. Powell
NOTARY
NOTARY PUBLIC-STATE OF FLORIDA
Joy G. Powell
Commission # DD977885
Expires: MAY 07, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared RAVI AGARWAL 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 13 day of September, 2010, AD.

Carolyn R. Johnson
NOTARY

My Commission expires: _____



This Assignment of Lease is adopted this 12th day of October, 2010.

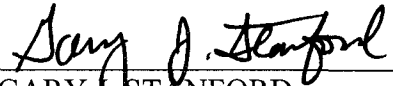
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



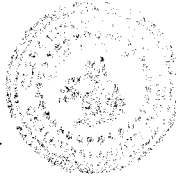
WAYNE HARRIS
CHAIRMAN



ATTEST:



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



Dave,
Coordination Complete!
Thanks,
[Signature]

EXHIBIT E

RECEIVED AUG 11 2010
FR

8-9-10

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 183-0013-AP Tracking Number: 196-70

Contractor/Lessee Name: Buildings & Churches

Purpose: Assignment of Lease to Ravi Agrawal

Date/Term: 12-31-25 GREATER THAN \$10,000
 \$10,000 OR LESS

Amount: \$3,795.00 a year plus tax

Department: Airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature] Date: 8/10/10
 Contracts/Lease Coordinator

Risk Management Review

Approved as written:

[Signature] Date: 8/10/10
 Risk Management Director

County Attorney Review

Approved as written:

[Signature] Date: 8/31/10
 County Attorney

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

 Contracts & Grants Manager Date: _____