EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 8/21/13

Contract/Lease Control #: L08-0324-AP

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

Award to/Lessee: BUSINESS AIRCRAFT LEASING

Lessor: OKALOOSA COUNTY

Effective Date: 8/20/2008

Amount: \$4,687.50

Term/Expires: 5/13/2033

Description of Contract/Lease: DAP BLOCK 6/LOT 3

Department Manager: AIRPORT

Department Monitor: Sunit Harman

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

THIS GENERIC LEASE REPLACES LEASE #L61



RECEIVED	
MAR 0 7 2018	
BY: Purch	
L08-0324-	Af

Certificate of Insurance

Certificate Holder:	OKALOOSA COUNTY				
	ATTN: DAVID MINER				
	5749A OLD BETHEL ROAD				
	CRESTVIEW, FL 32536				
Named Insured:	BUSINESS AIRCRAFT LEASING, IN				
	404 BNA DRIVE, BUILDING 200, S				
	NASHVILLE, TN 37217				
Policy Period: Fror	n MARCH 5, 2018 To M/	RCH 5, 2019			
Policy Number: 10	000200985-06				
Issuing Company:	STARR INDEMNITY & LIABILITY CO	/IPANY			
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 by the policy(ies), exclusions,					
may be concerned or n and conditions of such	nay pertain, the Insurance afforded by the policy(ies).	icy(ies) listed on this certificate is subject to all the terms, exc	surance lusions,		
and conditions of such	nay pertain, the Insurance afforded by the policy(ies).	Limits of Insurance	surance lusions,		
and conditions of such	ial General Liability		surance clusions,		
Aviation Commerc	nit	Limits of Insurance \$1,000,000	isurance Iusions,		
Aviation Commerc	mit mises Rented to You Limit	Limits of Insurance \$1,000,000. \$NOT COVERED_Any one premises	isurance Iusions,		
Aviation Commerc Each Occurrence Li Damage to Pre Medical Expensi	mit mises Rented to You Limit se Limit	Limits of Insurance \$1,000,000	isurance lusions,		
Aviation Commerc Each Occurrence Li Damage to Pre Medical Expensi	ial General Liability mit mises Rented to You Limit se Limit sing Injury Aggregate Limit	Limits of Insurance \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person	isurance Iusions,		
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expensi Personal & Advertis General Aggregate	ial General Liability mit mises Rented to You Limit se Limit sing Injury Aggregate Limit	Limits of Insurance \$1,000,000. \$NOT COVERED Any one premises \$NOT COVERED Any one person \$NOT COVERED	isurance Iusions,		
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expensi Personal & Advertis General Aggregate	ial General Liability mit mises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit	Limits of Insurance \$1,000,000. \$NOT COVERED Any one premises \$NOT COVERED Any one person \$NOT COVERED \$NOT APPLICABLE	isurance Iusions,		
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expension Personal & Advertis General Aggregate Products/Completed	ial General Liability mit mises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit t	Limits of Insurance \$1,000,000. \$NOT COVERED Any one premises \$NOT COVERED Any one person \$NOT COVERED \$NOT APPLICABLE	Isurance Iusions,		
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expensi Personal & Advertis General Aggregate Products/Completed Hangarkeepers Limi	ial General Liability mit mises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit t imit	Limits of Insurance \$Any one premises \$Any one premises \$Any one person \$Any one person	Isurance Iusions,		
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expensi Personal & Advertis General Aggregate Products/Completed Hangarkeepers Limi Each Aircraft L	ial General Liability mit mises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit t imit t	Limits of Insurance \$Any one premises \$Any one premises \$Any one person \$Any one person	isurance Iusions,		

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED, 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.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 3.1 Issued By and Date: MARCH 1, 2018 (DNB)

By

Authorized Representative)

Starr 10058 (6/06)

RECEIVED
MAR 0 7 2018
BY: Purcit

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 ATTN: DAVID MINER 5749A 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 endo	sement becomes effective	MARCH 5, 2018	to be attached to and hereby made a part of:
Policy No.	1000200985-06		
Issued to	BUSINESS AIRCRAFT LEASIN	GINC	

By

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. TBA

Date of Issue MARCH 1, 2018 (DNB)

(Authorized Representative)

Starr 10060 (2/06)

A		ORD	CE	RTIFICATE OF PR	OPERT	Y INSUR	A	NCE		OP ID: H (MM/DD/YYYY)
	ER EL	TIFICATE DO DW. THIS O	ES NOT AFFI	AS A MATTER OF INFORMATION O IRMATIVELY OR NEGATIVELY AME OF INSURANCE DOES NOT CONSTI CER, AND THE CERTIFICATE HOLDER	ND, EXTEND OR TUTE A CONTR	ALTER THE CO	٦VF	RAGE AFFORDED	TE HO	LDER. THIS
	lf ti	nis certificate	is being prepa	ared for a party who has an insurable l	nterest in the pro	operty, do not use	e thi	s form. Use ACORC	27 or 4	COPD 28
PRC					CONTACT Ch	ristopher Turnb	ordf		27 01 2	ACORD 20.
		- Franklin				15-435-8300	чп	FAX	615-435	
		ox 681209 n, TN 37068-1	209		E-MAIL	rohull@abanna	1101	(A/C, No	<u>; 615-435</u>	-8330
		pher Turnbul			PRODUCER CUSTOMER ID:	rnbull@chappe	usi	nith.com		
		•			CUSTOMER ID:	3USIN-8				
INSL		Busin	ana Airaraft I			INSURER(S) AFFO	RDI	IG COVERAGE		NAIC #
mot			ess Aircraft L NA Drive Suit		INSURER A : One	e Beacon Insurance				
			ille, TN 37217		INSURER B :					i
		nuoni	110, 110, 211		INSURER C :					
					INSURER D :					
					INSURER E :					
					INSURER F :					
		RAGES	· · · · · · · · · · · · · · · · · · ·	CERTIFICATE NUMBER:			RE	VISION NUMBER:		<u></u>
Des 100 Des	tin 1 A tin, 1IS I DIC.	Airport Rd, H irport Rd, H FL 32541-3 IS TO CERTIF ATED. NOTW	angar Row 6 2895 Y THAT THE PO	LICIES OF INSURANCE LISTED BELOW	HAVE BEEN ISSUE	ED TO THE INSURI	$D \cap O$	NUMENT WITH DECOR	OT TO	AT HOLL THE
E)	CKI.	FICALE MAY	BE ISSUED OR	MAY PERTAIN, THE INSURANCE AFFO SUCH POLICIES, LIMITS SHOWN MAY HA	RDED BY THE PC VE BEEN REDUCE	LICIES DESCRIBE	nн	EREIN IS SUBJECT T	O ALL	THE TERMS,
INSR LTR		TYPE OF IN	SURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY		LIMITS
	Х	PROPERTY		710-03-36-89-0004	07/25/2017	07/25/2018	x	BUILDING	\$	180,000
i	CAU	, JSES OF LOSS	DEDUCTIBLES				ا	PERSONAL PROPERTY		100,000
		BASIC	BUILDING				├	BUSINESS INCOME	\$	
		BROAD		_				-	\$	
		SPECIAL	Contents					EXTRA EXPENSE	\$	
		EARTHQUAKE					<u> </u>	RENTAL VALUE	\$	
	• ••							BLANKET BUILDING	\$	
		WIND		_				BLANKET PERS PROP	\$	
		FLOOD		4				BLANKET BLDG & PP	\$	
ļ							L_		\$	
									s	
		INLAND MARINE		TYPE OF POLICY					\$	
l	CAL	ISES OF LOSS							\$	
		NAMED PERILS		POLICY NUMBER			<u> </u>		\$	
								1	\$	
		CRIME							\$	
Ī	TYP	E OF POLICY								
									\$	
		BOILER & MACH							\$	
ŀ		EQUIPMENT BRE	EAKDOWN					1	\$	
				1					\$	
						,			\$	
	AL	ONDITIONS (CT							\$	
				Attach ACORD 101, Additional Remarks Schedule, i Loss Payee for Destin Airport ha		-	·	08-032	4-	AP
CER	TIF	ICATE HOLD	ER	······	CANCELLAT					
		Okaloos	sa County	OKALOOS	SHOULD ANY THE EXPIRA	OF THE ABOVE D	REO	RIBED POLICIES BE C DF, NOTICE WILL I ROVISIONS.	ANCELL Be del	ed Before Ivered in
	David Miner 5749A Old Bethel Road Crestview, FL 32536			AUTHORIZED REPRESENTATIVE Christophen J. Turnbull						
			· · · · · · · · · · · · · · · · · · ·							

The ACORD name and logo are registered marks of ACORD

© 1995-2009 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: Okaloosa County Attn: David Miner 5749A Old Bethel Road Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Business Aircraft Leasing, Inc. 404 BNA Drive, Suite 305 Nashville, TN 37217

POLICY NUMBER:NAC6011612POLICY PERIOD:From September 10, 2017 to September 10, 2018INSURANCE COMPANY:Endurance American Insurance Co.

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

As respects Hangaring Purposes only:

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

Subject to Date Change Recognition Endorsement.

Contract # L08-0324-AP BUSINESS AIRCRAFT LEASING, INC DAP HANGAR LEASE BLOCK 6, LOT 3 EXPIRES: 05/31/2033

Data included in this Certificate valid as of September 19, 2017

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

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

21 State Brown

By:

W. Brown & Associates Insurance Services

Date of Issue: September 19, 2017

POLICY NO.: NAC6011612

t

ATTACHED TO CERTIFICATE # 1

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N94AL	ТВА	2001 Cessna Citation CJ1	\$2,100,000

PHY	PHYSICAL DAMAGE COVERAGE				
	Deductibles				
No.	Not In Motion	In Motion	Physical Damage Coverage		
1	NIL	NIL	F. All Risk Basis		

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

MEDICAL EXPENSES				
No.	Including Crew	Each Person	Each Occurrence	
1	Yes	\$10,000	\$110,000	

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	06-23-2017
Contract/Lease Control #	: <u>L08-0324-AP</u>
Bid #:	NA
Contract/Lease Type:	LEASE
Award To/Lessee:	BUSINESS AIRCRAFT LEASING, INC.
Owner/Lessor:	OKALOOSA COUNTY
Effective Date:	08/20/2008
Expiration Date:	05/31/2033
Description of Contract/Lease:	DAP BLOCK 6 LOT 3
Department:	AP
Department Monitor:	STAGE
Monitor's Telephone #:	850-651-7160
Monitor's FAX # or E-mail:	TSTAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Г

	Contract/Lease Number: <u>208 - 0324 - AP</u>	Tracking Number:		
	Contractor/Lessee Name: Business Arturalt levery	Grant Funded: YESNO		
	Purpose: Amendment anc			
	Date/Term:5-31-33	I. 🔲 GREATER THAN \$50,000		
	Amount: 14, 678.52 annuly plus by	2. 🔲 GREATER THAN \$25,000		
	Department:AP	3. 🔲 \$25,000 OR LESS		
	Dept. Monitor Name:			
	Document has been reviewed and includes any attachm	ents or exhibits.		
	Purchasing Review			
	Procurement requirements are met:			
	Purchasing Director or designee Greg Kisela, Charl	Date: <u>3/6/2017</u> les Powell, DeRita Mason, Matthew Young		
	Risk Management Revi	ew		
I	Approved as written:			
4	Ku And Kny	Date: 3-7-17		
9	Risk/Manager or designed Laura Porter or Krysta	I King		
, 		·		
	County Attorney Revie See Garwal daled 3/5/	1		
	Approved as written:			
ĺ		Date:		
	County Attorney Gregory T. Stewart, Lynn Host	nihara, Kerry Parsons or Designee		
	Following Okaloosa County c	approval:		
ſ	Contracts & Grants			
	Document has been received:			
ļ		Data		
	Contracts & Grants Manager	Date:		

Charles Powell

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Sunday, March 05, 2017 11:58 AM
То:	Dave Miner
Cc:	Krystal King; David Williams; Charles Powell; Lynn Hoshihara
Subject:	RE: Amendment One to Business Aircraft Leasing for Coordination

Good Afternoon:

This is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Friday, March 03, 2017 5:00 PM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Amendment One to Business Aircraft Leasing for Coordination

Charles:

Attached you will find Amendment One to Business Aircraft Leasing. Please send out for coordination. You will receive the original in coordination.

Thank you.

Dave

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

1

request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

•

.

Dave Miner *

From: Sent: To: Subject: Krystal King Wednesday, May 24, 2017 3:19 PM Dave Miner; Laura Porter RE: COI Business AC Leasing

The COI meets the requirements of the contract.

Krystal King

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

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

From: Dave Miner Sent: Tuesday, May 23, 2017 3:51 PM To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us> Subject: COI Business AC Leasing

Krystal:

Please review the attached COI for Business AC Leasing (LO8-O324-AP) and let us know if the COIs complies with requirements.

Thank you.

Dave

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

"Please note: Due to Florida's very broad public records laws, most written communication to or from County employees regarding County business are public records, available to the public upon



Certificate of Insurance

Certificate Holder:	OKALOOSA COUNTY	· · · · · · · · · · · · · · · · · · ·
	ATTN: DAVID MINER	
	5749A OLD BETHEL ROAD	
	CRESTVIEW, FL 32536	
Named Insured:	BUSINESS AIRCRAFT LEASING, INC.	
	404 BNA DRIVE, BUILDING 200, SUITE	305
	NASHVILLE, TN 37217	
Policy Period: From	m MARCH 5, 2017 To MARCH	1 5, 2018
Policy Number: 10	000200985-05	
Issuing Company:	STARR INDEMNITY & LIABILITY COMPA	ANY
	······································	
This is to certify that the certificate of insurance	the policy(les) listed herein have been issued pro	extend, or alter the coverage afforded by the policy(les) listed herein.
Notwithstanding any re may be concerned or r and conditions of such	equirement, term or condition of any contract, or nay pertain, the insurance afforded by the policy(i policy(ies).	other document with respect to which this certificate of insurance (ies) listed on this certificate is subject to all the terms, exclusions,
Notwithstanding any re may be concerned or r and conditions of such Aviation Commerce	equirement, term or condition of any contract, or nay pertain, the insurance afforded by the policy(i policy(ies). ial General Liability	oviding coverage for the listed insured as further described. This extend, or alter the coverage afforded by the policy(ies) listed herein. other document with respect to which this certificate of insurance (ies) listed on this certificate is subject to all the terms, exclusions, Limits of Insurance
Notwithstanding any re may be concerned or r and conditions of such Aviation Commerc Each Occurrence Li	ial General Liability	other document with respect to which this certificate of Insurance (ies) listed on this certificate is subject to all the terms, exclusions, Limits of Insurance \$1,000,000.
Each Occurrence Li	ial General Liability	Limits of Insurance
Each Occurrence Li	mit mitses Rented to You Limit	\$1,000,000.
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expen	mit mitses Rented to You Limit	 \$ 1,000,000. \$ NOT COVERED Any one premises
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expen	mit mit emises Rented to You Limit se Limit sing Injury Aggregate Limit	 \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expen Personal & Advertis General Aggregate	mit mit emises Rented to You Limit se Limit sing Injury Aggregate Limit	 \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expen Personal & Advertis General Aggregate	ial General Liability mit emises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit	Limits of Insurance \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED \$ NOT COVERED \$ NOT APPLICABLE
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expen Personal & Advertis General Aggregate Products/Complete	ial General Liability mit emises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit it	Limits of Insurance \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED \$ NOT COVERED \$ NOT APPLICABLE
Aviation Commerce Each Occurrence Li Damage to Pre Medical Expen Personal & Advertis General Aggregate Products/Complete Hangarkeepers Lim	ial General Liability mit emises Rented to You Limit se Limit sing Injury Aggregate Limit Limit d Operations Aggregate Limit it Limit	<pre>\$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED \$ NOT COVERED \$ NOT APPLICABLE \$ NOT COVERED</pre>

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED, 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.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 4.1 Issued By and Date: APRIL 12, 2017 (AA)

Bν Authorized Representative)

Starr 10058 (6/06)

						F		OP ID: H
Ą		CE	RTIFICATE OF PR	OPERTY	INSUR	ANCE		IM/DD/YYYY)
TU			AS A MATTER OF INFORMATION ON					7/2017
CE BE	RTIFICATE DOE LOW. THIS CE	ES NOT AFFIF	RMATIVELY OR NEGATIVELY AMEN F INSURANCE DOES NOT CONSTI ER, AND THE CERTIFICATE HOLDER.	D, EXTEND OR UTE A CONTRA	ALTER THE CO	VERAGE AFFORDED	зү тне	POLICIES
			ed for a party who has an insurable ir		perty, do not use	this form. Use ACORD	27 or A0	ORD 28.
PROD					stopher Turnbu			
	A - Franklin			PHONE (A/C, No, Ext): 61			615-435-8	330
	3ox 681209 din, TN 37068-12	209		E-MAIL ADDRESS: Ctur	nbull@chappel	Ismith.com		
Chris	topher Turnbull			PRODUCER CUSTOMER ID: B	USIN-8	······································		
					INSURER(S) AFFOR			NAIC #
INSUR		ss Aircraft L		INSURER A : One	Beacon Insurance			
		A Drive Suite	-	INSURER B :				
	Nashvi	lle, TN 37217		INSURER C :				
				INSURER D :	<u> </u>			
				INSURER E :				
				INSURER F :				
_	ERAGES		CERTIFICATE NUMBER: ROPERTY (Attach ACORD 101, Additional Remark	- Dahadat M		REVISION NUMBER:	·	
	RTIFICATE MAY	THAT THE PO THSTANDING A BE ISSUED OR	LICIES OF INSURANCE LISTED BELOW NY REQUIREMENT, TERM OR CONDITION MAY PERTAIN, THE INSURANCE AFFO SUCH POLICIES, LIMITS SHOWN MAY HA	on of any conti RDED by the po	RACT OR OTHER I LICIES DESCRIBEI	document with respe d herein is subject t	CT TO V	VHICH THIS
ISR TR	TYPE OF IN		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)			LIMITS
	X PROPERTY		710-03-36-89-0003	07/25/2016	07/25/2017	X BUILDING	\$	144,0
ľ	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$	
	BASIC	BUILDING				BUSINESS INCOME	\$	
	BROAD	Contents				EXTRA EXPENSE	\$	
	SPECIAL	L				RENTAL VALUE	\$	
	EARTHQUAKE		_			BLANKET BUILDING	\$	
	WIND		_			BLANKET PERS PROP	\$	
-	FLOOD		-			BLANKET BLOG & PP	\$	
			_				\$	
	INLAND MARINE	L					\$	
ł	CAUSES OF LOSS	•					\$	
ŀ	NAMED PERILS		POLICY NUMBER				\$ \$	······································
ŀ						H	\$	
	CRIME				······································		s	
ŀ	TYPE OF POLICY						\$	
							\$	
	BOILER & MACH						\$	
	EQUIPMENT BR						\$	
T					ļ		\$	
				L	l		\$	<u> </u>
-			(Attach ACORD 101, Additional Remarks Schedule, Coss Payee for Destin Airport ha	•	red)			
		DER	<u></u>	CANCELLA	ION			
<u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>	Okaloo		OKALOOS	SHOULD AN THE EXPIR	Y OF THE ABOVE D	Described Policies Be Ereof, Notice Will Cy Provisions.		

AUTHORIZED REPRESENTATIVE

Christophang. Turnbull

© 1995-2009 ACORD CORPORATION. All rights reserved.

5749A Old Bethel Road

Crestview, FL 32536

•

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: Okaloosa County Attn: David Miner 5749A Old Bethel Road Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO: Business Aircraft Leasing, Inc. 404 BNA Drive, Suite 305 Nashville, TN 37217

POLICY NUMBER:NAC6001963POLICY PERIOD:From June 16, 2016 to June 16, 2017INSURANCE COMPANY:Endurance American Insurance Co.

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

The above Certificate Holder is included as a Loss Payee and is provided with a Breach of Warranty in their favor as respects the above aircraft. Amount of lien not to exceed 90% of the Insured Value.

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

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of June 16, 2016.

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

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

71 tot Brown

By:

W. Brown & Associates Insurance Services

Date of Issue: April 27, 2017

POLICY NO.: NAC6001963

SCHEDULE OF AIRCRAFT

DESC	CRIPTION OF	AIRCRAFT		
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N180NE	NA0401	1987 Raytheon BAE 125 Hawker Series 800A	\$1,200,000

PHY	PHYSICAL DAMAGE COVERAGE			
Deductibles		ctibles		
No.	Io. Not In Motion In Motion		Physical Damage Coverage	
1 NIL NIL F. All Risk Basis		F. All Risk Basis		

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

MED	MEDICAL EXPENSES		
No.	Including Crew	Each Person	Each Occurrence
1	Yes	\$10,000	\$110,000

Contract # L08-0324-AP BUSINESS AIRCRAFT LEASING, INC. DAP BLOCK 6/LOT 3 EXPIRES: 05/31/2033

AMENDMENT OF LEASE L08-0324-AP BUSINESS AIRCRAFT LEASING, INC. HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT

This Amendment of Lease made and entered into this <u>21st</u> day of <u>June</u>, 2017, hereby approves this Amendment for lease L08-0324-AP ("the Lease Agreement"), between Business Aircraft Leasing, Inc., ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on June 1, 1993, Lessee entered into a Hangar Lease, L08-0324-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of May 31, 2033; and

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

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

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

AMENDMENT

1. Section 10 titled "Care of Leased Premises" of L08-0324-AP, is deleted and replaced as follows:

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

2. Section 12 titled "Taxes" of L08-0324-AP, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from

Page 1 of 4 L08-0324-AP

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

3. Section 17c titled "Insurance" of L08-0324-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

4. Section 26 "Place of Payments" of L08-0324-AP, is hereby deleted and replaced as follows:

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

5. 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)

Page 2 of 4 L08-0324-AP IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

Carolyn N. K etc. Date: 10

ATTEST:

DATE: 61



LESSEE

Chart mole

Business Aircraft Leasing Inc. Chuck Mulle 4-11 -17 Date:

ATTEST STACEY MALKER Witness Abner White Witness

Page 3 of 4 L08-0324-AP

ACKNOWLEDGMENTS

STATE OF <u>Florida</u> COUNTY OF <u>Okaloosa</u>

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

Sworn and subscribed before me this ______ day of ______ April _____, 2017, AD.

ANA M. SMITH MY COMMISSION # GG 076708 EXPIRES: February 26, 2021 Bonded Thru Notary Public Underwriters

ha M.C

NOTARY Ana m. Smil

My Commission Expires: Feb 26, 2021



CA #9

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:	June 20, 2017
TO:	Honorable Chairman and Members of the Board
FROM:	Tracy Stage
SUBJECT:	Business Aircraft Leasing Amendment Number One to Hangar Lease
Agreement	ç
DEPARTMENT:	Airport
BCC DISTRICT:	5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment One of the Business Aircraft Leasing, Inc. Hangar Lease Agreement, Block 6 Lot 3, at the Destin Executive Airport (L08-0324-AP).

BACKGROUND: On June 1, 1993 Business Aircraft Leasing, Inc. entered into a Lease for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved new language for the storage of items in lessee's hangars. Business Aircraft Leasing, Inc. requests this new Care of Leased Premises language be added to this Lease. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. The Business Aircraft Leasing, Inc. certificate of insurance is 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 Amendment One of the Business Aircraft Leasing, Inc. Hangar Lease Agreement at the Destin Executive Airport as described above.

ort Director Tracy Stage

RECOMMENDED BY:

6/13/2017

6/13/2017

John Hofstad, County Administrator

APPROVED BY:

John Hofstad, County Administrator



Certificate of Insurance

Certificate Holder:	OKALOOSA COUNTY	
	ATTN: DAVID MINER	
	5749A OLD BETHEL ROAD	
	CRESTVIEW, FL 32536	
Named Insured:	BUSINESS AIRCRAFT LEASING, INC.	· · · · · · · · · · · · · · · · · · ·
	404 BNA DRIVE, BUILDING 200, SUITE	305
	NASHVILLE, TN 37217	
Policy Period: From		5, 2018
Policy Number: 10		
Issuing Company:	STARR INDEMNITY & LIABILITY COMPA	ANY
This is to certify that the	he policy(les) listed herein have been issued pro	oviding coverage for the listed insured as further described. This
Notwithstanding any re- may be concerned or m and conditions of such	quirement, term or condition of any contract, or ay pertain, the Insurance afforded by the policy(colicy(ies).	other document with respect to which this certificate of insurance les) listed on this certificate is subject to all the terms, exclusions,
Notwithstanding any re- may be concerned or m and conditions of such Aviation Commerci	quirement, term or condition of any contract, or ay pertain, the Insurance afforded by the policy(<u>policy(ies).</u> al General Liability	by b
Notwithstanding any re- may be concerned or m and conditions of such Aviation Commerci Each Occurrence Lir	al General Liability	\$1,000,000
Aviation Commerci Each Occurrence Lir	al General Liability	Limits of Insurance
Aviation Commerci Each Occurrence Lir	al General Liability nit mises Rented to You Limit	\$1,000,000
Aviation Commerci Each Occurrence Lir Damage to Prei Medical Expensi	al General Liability nit mises Rented to You Limit	<pre>\$ 1,000,000. \$ NOT COVERED Any one premises</pre>
Aviation Commerci Each Occurrence Lir Damage to Prei Medical Expensi	al General Liability nit mises Rented to You Limit se Limit ing Injury Aggregate Limit	 Limits of Insurance 1,000,000. NOT COVERED Any one premises NOT COVERED Any one person
Aviation Commerci Each Occurrence Lir Damage to Prei Medical Expens Personal & Advertis General Aggregate I	al General Liability nit mises Rented to You Limit se Limit ing Injury Aggregate Limit	 Limits of Insurance 1,000,000. NOT COVERED Any one premises NOT COVERED Any one person NOT COVERED
Aviation Commerci Each Occurrence Lir Damage to Prei Medical Expens Personal & Advertis General Aggregate I	al General Liability mit mises Rented to You Limit e Limit ing Injury Aggregate Limit Limit I Operations Aggregate Limit	Limits of Insurance \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED \$ NOT APPLICABLE
Aviation Commerci Each Occurrence Lir Damage to Pres Medical Expens Personal & Advertis General Aggregate I Products/Completed	al General Liability mit mises Rented to You Limit se Limit ing Injury Aggregate Limit Limit I Operations Aggregate Limit	Limits of Insurance \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED \$ NOT APPLICABLE
Aviation Commerci Each Occurrence Lir Damage to Pred Medical Expens Personal & Advertis General Aggregate I Products/Completed Hangarkeepers Limit	al General Liability mit mises Rented to You Limit se Limit ing Injury Aggregate Limit Limit I Operations Aggregate Limit t mit	Limits of Insurance \$ 1,000,000. \$ NOT COVERED Any one premises \$ NOT COVERED Any one person \$ NOT COVERED \$ NOT APPLICABLE \$ NOT COVERED

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED, 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.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 4.1 Issued By and Date: APRIL 12, 2017 (AA)

Authorized Representative)

Starr 10058 (6/06)

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 ATTN: DAVID MINER 5749A 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 endo	rsement becomes effective	APRIL 11, 2017	to be attached to and hereby made a part of:
Policy No.	1000200985-05		
Issued to	BUSINESS AIRCRAFT LEASIN	G. INC.	

By

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 17

Date of Issue ____ APRIL 12, 2017 (AA)

(Authorized Representative)

Starr 10060 (2/06)

DELETION ENDORSEMENT

In consideration of <u>AN ADDITIONAL</u> premium of <u>NCLUDED</u>, this policy is amended as follows:

The following endorsement No (s). 2 is/are deleted in its entirety.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>APRIL 11, 2017</u> to be attached to and hereby made a part of: Policy No. <u>1000200985-05</u> Issued to BUSINESS AIRCRAFT LEASING, INC.

By

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 16

Date of Issue APRIL 12, 2017 (AA)

Starr 10017 (2/06)

All S-C-

(Authorized Representative)

FOLLOW-UP RECEIVED APR 0 8 2013
CONTRACT & LEASE INTERNAL COORDINATION SHEET
Contract/Lease Number: <u>LOS-0324-AP</u> Tracking Number: <u>581-13</u>
Contractor/Lessee Name: Business Aircraft Leasing EXP: 5-21-13 Purpose: Renewal of Lease
Date/Term: $5-31-33$ Amount: $4,687.50$ a year plus tax $10,000$ GREATER THAN \$10,000 \Box \$10,000 OR LESS
Department : Airpits Dept. Monitor Name: David misser
Purchasing Review
Procurement requirements are met: Date: <u>4/5/13</u> Contracts/Lease Coordinator
Risk Management Review
Approved as written: Management Director Date: 455
County Attorney Review
Approved as written: County Attorney Date: <u>4-16-13</u>
Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review
Document has been appropriately reviewed and is executable:
Date:
Contracts & Grants Manager

REVISED BY BCC 3-21-00



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:	August 6, 2013
TO:	Honorable Chairman and Members of the Board
FROM:	Sunil Harman
SUBJECT:	Hangar Lease Renewal for Business Aircraft Leasing, Inc.
DEPARTMENT:	Airport
BCC DISTRICT:	All

STATEMENT OF ISSUE: A proposed lease renewal for Business Aircraft Leasing, Inc., Mr. Chuck Mulle, Block 6 Lot 3, at the Ft. Walton Beach / Destin Airport is being presented to the Board of County Commissioners for approval.

BACKGROUND: On August 17, 2004 the Board approved a generic Hangar Lease for hangar renewals. Mr. Mulle is in compliance with all terms and conditions of his Lease. Mr. Mulle's certificates of insurance is 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 the Lease Renewal as described above.

Sunil Karman Sunil Harman, Airports Director 7/26/2013

RECOMMENDED BY:

Ernie Padgett, County Administrator 7/31/2013

APPROVED BY:

Ernie Padgett, County Administrator



LEASE # L08-0324-AP BUSINESS AIRCRAFT LEASING, INC DAP HANGAR LEASE BLOCK 6, LOT EXPIRES: 05/31/2033

DEPUTY CLERK KSCHOOLCRAFT DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY

Instr # 2878113 BK: 3113 PG:2870, Page 1 of 10 Recorded 08/23/2013 at 03:00 PM, RECORDING: \$46.50 RECORDING ARTICLE V: \$40.00 ದ

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

BUSINESS AIRCRAFT LEASING, INC.

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this <u>13</u> day of <u>August</u>, 2013, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and BUSINESS AIRCRAFT LEASING, INC. (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 6 Lot 3 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE renewal shall be for a term of TWENTY (20) years and shall take effect on June 1, 2013 and end on May 31, 2033.

SECTION 2: AIRCRAFT OWNERSHIP

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

LEASE # L08-0324-AP BUSINESS AIRCRAFT LEASING, INC. DAP HANGAR LEASE BLOCK 6, LOT 3 EXPIRES: 05/31/2033

LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

BUSINESS AIRCRAFT LEASING, INC.

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this <u>13</u> day of <u>August</u>, 2013, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and BUSINESS AIRCRAFT LEASING, INC. (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 6 Lot 3 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE renewal shall be for a term of TWENTY (20) years and shall take effect on June 1, 2013 and end on May 31, 2033.

SECTION 2: AIRCRAFT OWNERSHIP

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

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 5: RENTALS

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

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted annually in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes THREE THOUSAND THIRTY EIGHT (3,038) square feet at <u>ONE DOLLAR FIFTY CENTS (\$1.50</u>) cents per square foot per year for a total annual cost of <u>FOUR THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS (\$4,557.00</u>) plus tax.

b. LATE CHARGES:

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

SECTION 6: ESCALATION CLAUSE:

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

SECTION 7: UTILITIES

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

SECTION 8: RIGHTS OF LESSOR

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

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

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

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

SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

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

SECTION 10: CARE OF LEASED PREMISES

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

SECTION 11: MAINTENANCE IN LEASED PREMISES

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

SECTION 12: TAXES

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

SECTION 13: ASSIGNMENT AND SUBLEASE

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

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

SECTION 14: INSPECTION ON ASSIGNMENT

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

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 16: RIGHTS OF ENTRY RESERVED

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

SECTION 17: INSURANCE

a. <u>LIABILITY</u>:

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

b. PROPERTY:

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

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

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

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

SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: Business Aircraft Leasing, Inc., Chuck Mulle, 404 BNA Drive, Bldg.200, Suite 305, Nashville, TN 37217.

SECTION 19: HOLD HARMLESS

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

SECTION 20: BINDING NATURE OF LEASE

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

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 24: TERMINATION BY LESSOR

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

SECTION 25: NON-DISCRIMINATION

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

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

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

SECTION 26: PLACE OF PAYMENTS

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

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

SECTION 27: CONSTRUCTION AND APPLICATION OF TERMS

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

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

SECTION 28: LEGAL DESCRIPTION

Block 6 Lot 3: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Block A for a distance of 138.95 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 103.50 feet to the Point of Beginning; Thence N.38°00'00"W. for a distance of 50.43 feet; Thence N.52°00'00"E. for a distance of 60.25 feet; Thence S.38°00'00"E. for a distance of 50.43 feet; Thence S.52°00'00"W. for a distance of 60.25 feet to the Point of Beginning. Parcel described contains 3,038 square feet or 0.069 acres.

SECTION 29: ENTIRE LEASE

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

(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

DON R. AMUNDS CHAIRMAN

ATTEST:

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

Charle malle

BUSINESS AIRCRAFT LEASING, INC. CHUCK MULLE

WITNESS

WITNESS

ACKNOWLEDGMENTS

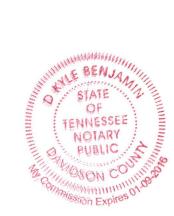
STATE OF COUNTY OF DAVIDSON

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHUCK MULLE 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 22 day of 5000, 2013, AD.

NOTARY

My Commission expires:



LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA

AND

BUSINESS AIRCRAFT LEASING, INC

This LEASE FOR HANGAR SPACE fully executed this *fine* day of <u>Autoust</u>, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and BUSINESS AIRCRAFT LEASING, INC. (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 6 Lot 3 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall have an expiration date of May 31, 2013.

SECTION 2: AIRCRAFT OWNERSHIP

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

L08-0324-AP5-150 LESSEE: BUSINESS AIRCRAFT LEASING DAP BLOCK 6/LOT 3 EXPIRES: 5/31/2013

1

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: CONSTRUCTION OF HANGAR

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

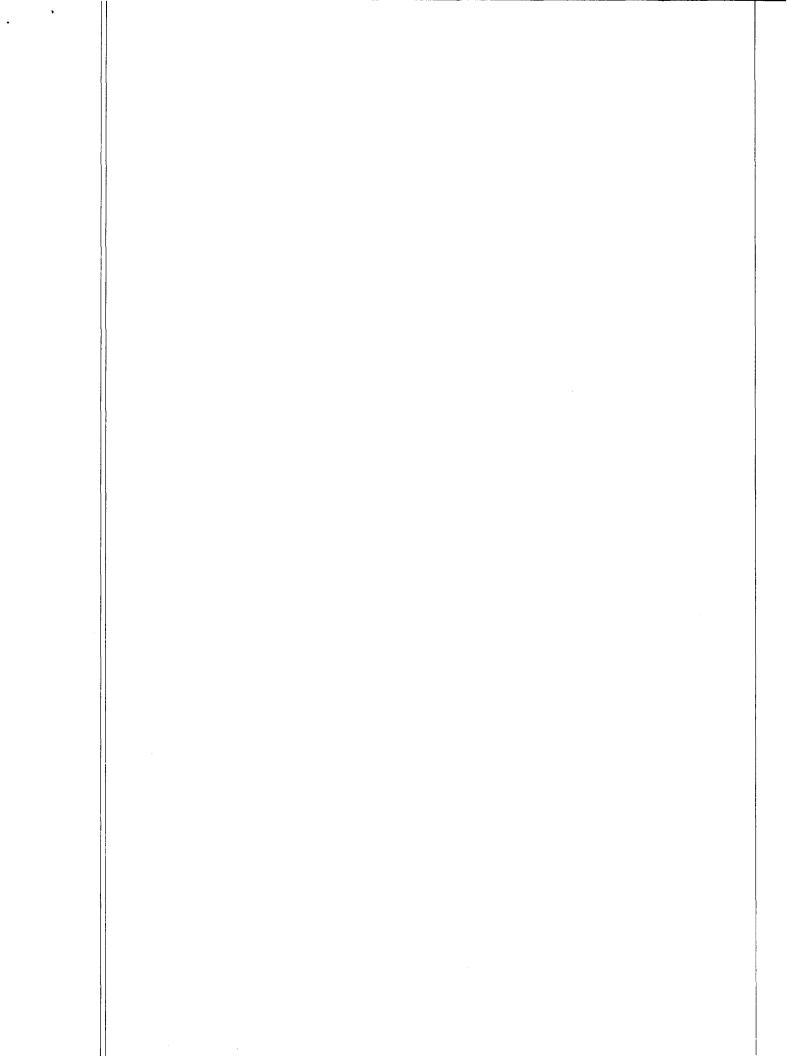
SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 6: RENTALS

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

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted 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 THREE THOUSAND ONE HUNDRED TWENTY FIVE (3,125) square feet at <u>POINT TWO FIVE FIVE (\$.255</u>) cents per square foot per year for a total annual cost of <u>SEVEN HUNDRED NINETY SIX DOLLARS AND EIGHTY EIGHT CENTS</u> (\$796.88) plus tax.



b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

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

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. <u>LIABILITY</u>:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than <u>ONE MILLION (\$1,000,000.00</u>) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability 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: Business Aircraft Leasing, Inc., Chuck Mulle, 404 BNA Drive, Bldg. 200, Suite 305, Nashville, TN 37217.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

٠

Contains 3,125 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

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

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

b. <u>RENT</u>:

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

c. <u>NOTICE</u>:

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

SECTION 31: ENTIRE LEASE

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

IN WITNESS, the parties hereto have executed these presents as of the day and year first above written. BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY, FLORIDA JAMES CAMPBELL CHAIRMAN ATTEST: GARY J. STANFORD DEPUTY CLERK OF CIRCUIT COURT OKALOOSA COUNTY, FLORIDA Cher 2 BUSINESS AIRCRAFT LEASING, INC. CHUCK MULLE di ITNESS 9

ACKNOWLEDGEMENTS

STATE OF TENNESSEE COUNTY OF DAVIDSON

. . . .

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

Sworn and subscribed before me this $\underline{13^{t}}$ day of 2008, AD. My Commission expires: OF TENNESSEE NOTARY PUBLIC