

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/04/2019

Contract/Lease Control #: L10-0359-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: JW HOLDINGS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/08/2017

Expiration Date: 03/31/2042

Description of Contract/Lease: HANGAR LEASE BLOCK 8 LOT 4

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

L10-0359-AP

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04-30-2021

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

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

PRODUCER MARKET FINDERS INSURANCE CORPORATION 9117 LEESGATE ROAD LOUISVILLE, KY 40222 502.423.1800	CONTACT NAME: _____	
	PHONE (A/C No., Ext.): _____	FAX (A/C No.): _____
INSURED JASON SAPP P O BOX 856 PARAGOULD, AR 72451	EMAIL ADDRESS: _____	
	INSURER A: LEXINGTON INSURANCE CO	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	

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

INSR. LTR.	TYPES OF INSURANCE	ADD'L. ENDRD.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		41-LX-085044421-0	04/28/21	04/28/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (ANY ONE PERSON) \$ EXCLUDED PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMPY OPO AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (If mandatory in state) If yes, describe and/or DESCRIPTION OF OPERATIONS below.	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
 HANGAR LOCATION: DESTIN-FORT WALTON AIRPORT LOT 1 BLOCK
 DESTIN JET WAY, DESTIN, FL 32541

CONTRACT#: L10-0359-AP
 JW HOLDINGS, LLC
 HANGAR LEASE BLOCK 8 LOT 4
 EXPIRES: 03/31/2042

CERTIFICATE HOLDER LISTED BELOW IS ADDITIONAL INSURED

CERTIFICATE HOLDER OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 N ELGIN, AFB, FL 32542-1498	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR EXPIRE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____
--	--

CONTRACT#: L10-0359-AP
 JW HOLDINGS, LLC
 HANGAR LEASE BLOCK 8 LOT 4
 EXPIRES: 03/31/2042

IRCRAFT
 21 02 18

Harco National Insurance Company Certificate of Insurance

THIS IS TO CERTIFY TO: Okaloosa County
 5479 A Bethel Road
 Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
 Sierra Alpha Papa Papa, LLC, Jason C. Sapp 12
 Timber Creek Lane
 Newark, DE 19711-2606

AIRCRAFT POLICY NO. AVA000966-02
 POLICY PERIOD: FROM 09/04/2020 TO 09/04/2021
 INSURANCE COMPANY: Harco National Insurance Company

LIABILITY COVERAGES

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$ XXX	\$ _____
Property Damage	\$ _____	\$ XXX
Passenger Bodily Injury	\$ _____	\$ XXX
Single Limit Including Passengers, with Passenger Liability Limited to	\$ 100,000.	\$ 1,000,000.

PHYSICAL DAMAGE COVERAGES

REGISTRATION NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	DEDUCTIBLES	
					NOT IN-MOTION	IN-MOTION INGESTION MOORING
N591AS	Evolution Aircraft Turbine 750	2018	\$ 800,000.	G.	\$1,000.	\$ N/A.
					\$ _____	\$ _____
					\$ _____	\$ _____

PHYSICAL DAMAGE Coverage Identified F. All Risk G. Not in Motion

OTHER COVERAGES/CONDITIONS/REMARKS: Please see attached form(s) AVA 00 52.

A Certificate of Insurance is issued as a matter of information only and confers no rights upon the certificate holder. A Certificate of Insurance does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced therein.

If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate Number 1
 Date of Issue: 09/04/2020

By


 (Authorized Representative)

POLICY NUMBER: AVA000966-02
Endorsement No: 3
Effective Date: 09/04/2020
Premium: N/A

AIRCRAFT
AVA 00 52 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):	FAA Certificate No.:	Description of Aircraft
Okaloosa County 5479 A Old Bethel Road Crestview, FL 32538	N591AS	Evolution Aircraft Turbine 750
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The person(s) or organization(s) shown in the Schedule above are included as additional Insured(s), subject to the following:

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

- 1. The scheduled person(s) or organization(s) are included as additional Insured(s).
- 2. The scheduled person(s) or organization(s) are the registered owner the aircraft shown in the Schedule above and are included as additional Insured(s).
- 3. The scheduled person(s) or organization(s) are included as additional Insured(s) but only under liability coverages.
- 4. The scheduled person(s) or organization(s) are included as additional Insured(s) under liability coverages, but only with respect to the operations of the Named Insured.
- 5. The scheduled person(s) or organization(s) are included as additional Insured(s) but only with respect to the operations of the Named Insured.
- However, the insurance extended by this endorsement does not apply to, and no person or organization named in the Schedule is an additional Insured for, loss or damage that arises out of the design, manufacture, modification, repair, sale, or servicing of any aircraft.

All other provisions of this Policy remain the same.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04-30-2021

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

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

PRODUCER MARKET FINDERS INSURANCE CORPORATION 9117 LEESGATE ROAD LOUISVILLE, KY 40222 502.423.1800	CONTACT NAME: _____ PHONE (A/C No., Ext): _____ FAX (A/C No.): _____ EMAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: LEXINGTON INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LEXINGTON INSURANCE CO		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: LEXINGTON INSURANCE CO														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED JASON SAPP P O BOX 856 PARAGOULD, AR 72451														

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	TYPES OF INSURANCE	ADDL. INSRD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		41-LX-065044421-0	04/28/21	04/28/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (ANY ONE PERSON) \$ EXCLUDED PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP OPO AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED. RETENTION						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N <small>(Excludes 10-10)</small> If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E1. EACH ACCIDENT \$ E1. DISEASE - EA EMPLOYEE \$ E1. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)
 HANGAR LOCATION: DESTIN-FORT WALTON AIRPORT LOT 1 BLOCK
 DESTIN JET WAY, DESTIN, FL 32541

CONTRACT#: L10-0359-AP
 JW HOLDINGS, LLC
 HANGAR LEASE BLOCK 8 LOT 4
 EXPIRES: 03/31/2042

CERTIFICATE HOLDER OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 N ELGIN, AFB, FL 32542-1498	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR EXPIRE PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____
--	--

LEXINGTON INSURANCE COMPANY

A stock company
99 High Street, Boston, MA 02110
**GENERAL LIABILITY
DECLARATION**

POLICY NO: 41-LX-065044421-0

NAMED INSURED AND MAILING ADDRESS

JASON SAPP
P.O. BOX 856
PARAGOULD, AR 72451

PRODUCER MAILING ADDRESS

93575

PREFERRED AVIATION UNDERWRITER
3321 N BERKLEY LAKE RD STE 200
DULUTH, GA 30096-0000

POLICY PERIOD: FROM 04/28/2021 TO 04/28/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE		
GENERAL AGGREGATE	\$1,000,000	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE	EXCLUDED	
PERSONAL INJURY & ADVERTISING INJURY EACH OCCURRENCE	EXCLUDED	
DAMAGE TO PREMISES RENTED TO YOU	EXCLUDED	ANY ONE PREMISES
MEDICAL EXPENSE	EXCLUDED	ANY ONE PERSON

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1 Destin Fort Walton Airport, Lot 1, Block 8 Destin Jet Way, Destin, FL 32541

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

- INDIVIDUAL PARTNERSHIP JOINT VENTURE TRUST
- LIMITED LIABILITY COMPANY ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
- OTHER

BUSINESS DESCRIPTION: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Destin Fort Walton Airport	Destin Fort Walton Airport Lot 1, Block 8 Destin jet Way, Destin, FL, 32541
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CONTRACT#: L10-0359-AP
 JW HOLDINGS, LLC
 HANGAR LEASE BLOCK 8 LOT 4
 EXPIRES: 03/31/2042

IRCRAFT
 21 02 18

Harco National Insurance Company

Certificate of Insurance

THIS IS TO CERTIFY TO: Okaloosa County
 5479 A Bethel Road
 Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
 Sierra Alpha Papa Papa, LLC, Jason C. Sapp 12
 Timber Creek Lane
 Newark, DE 19711-2606

AIRCRAFT POLICY NO. AVA000966-02
 POLICY PERIOD: FROM 09/04/2020 TO 09/04/2021
 INSURANCE COMPANY: Harco National Insurance Company

LIABILITY COVERAGES

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$ XXX	\$
Property Damage	\$	\$ XXX
Passenger Bodily Injury	\$	\$ XXX
Single Limit Including Passengers, with Passenger Liability Limited to	\$ 100,000.	\$ 1,000,000.

PHYSICAL DAMAGE COVERAGES

DEDUCTIBLES

REGISTRATION NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	PHYSICAL DAMAGE COV.	NOT IN-MOTION	IN-MOTION INGESTION MOORING
N591AS	Evolution Aircraft Turbine 750	2018	\$ 800,000.	G.	\$1,000.	\$ N/A.
			\$		\$	\$
			\$		\$	\$

PHYSICAL DAMAGE Coverage Identified F. All Risk G. Not in Motion

OTHER COVERAGES/CONDITIONS/REMARKS: Please see attached form(s) AVA 00 52.

A Certificate of Insurance is issued as a matter of information only and confers no rights upon the certificate holder. A Certificate of Insurance does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced therein.

If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate Number 1
 Date of Issue: 09/04/2020

By 
 (Authorized Representative)

POLICY NUMBER: AVA000966-02
Endorsement No: 3
Effective Date: 09/04/2020
Premium: N/A

AIRCRAFT
AVA 00 52 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):	FAA Certificate No.:	Description of Aircraft
Okaloosa County 5479 A Old Bethel Road Crestview, FL 32536	N591AS	Evolution Aircraft Turbine 750
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The person(s) or organization(s) shown in the Schedule above are included as additional **Insured(s)**, subject to the following:

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

- 1. The scheduled person(s) or organization(s) are included as additional **Insured(s)**.
- 2. The scheduled person(s) or organization(s) are the registered owner the aircraft shown in the Schedule above and are included as additional **Insured(s)**.
- 3. The scheduled person(s) or organization(s) are included as additional **Insured(s)** but only under liability coverages.
- 4. The scheduled person(s) or organization(s) are included as additional **Insured(s)** under liability coverages, but only with respect to the operations of the **Named Insured**.
- 5. The scheduled person(s) or organization(s) are included as additional **Insured(s)** but only with respect to the operations of the **Named Insured**.
- However, the insurance extended by this endorsement does not apply to, and no person or organization named in the Schedule is an additional **Insured** for, loss or damage that arises out of the design, manufacture, modification, repair, sale, or servicing of any aircraft.

All other provisions of this Policy remain the same.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/24/2019

Contract/Lease Control #: L10-0359-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: JASON CALEB SAPP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/21/2019

Expiration Date: 03/31/2042

Description of Contract/Lease: BLACK 8 LOT 4

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: L10-0359-AP Tracking Number: 336019
Procurement/Contractor/Lessee Name: J.W. Holdings Grant Funded: YES ___ NO X
Purpose: assignment of lease
Date/Term: 3-31-12 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:
W. Mason Date: 4-18-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO federal # Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 4-18-19
_____ Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 4-23-19
_____ 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: Karen Donaldson
Sent: Thursday, April 18, 2019 8:12 AM
To: DeRita Mason
Subject: RE: AOL JW Holdings to Sapp for Coordination

DeRita

This is approved by risk

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



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: Thursday, April 18, 2019 7:08 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: AOL JW Holdings to Sapp for Coordination

Please review and approve.

Thank you,

DeRita

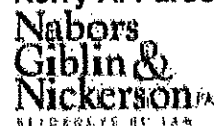
From: Dave Miner
Sent: Wednesday, April 17, 2019 3:51 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL JW Holdings to Sapp for Coordination

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, April 23, 2019 5:08 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: AOL JW Holdings to Sapp for Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.



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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, April 18, 2019 8:08 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: AOL JW Holdings to Sapp for Coordination

Please review and approve.

Thank you,

DeRita

From: Dave Miner
Sent: Wednesday, April 17, 2019 3:51 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL JW Holdings to Sapp for Coordination

DeRita:

Please begin the coordination on the attached AOL from JW Holdings (L10-0359-AP) to Jason Sapp.
Thank you.

Dave

Dave Miner

From: DeRita Mason
Sent: Thursday, April 18, 2019 7:11 AM
To: Dave Miner
Cc: Allyson Oury
Subject: RE: AOL JW Holdings to Sapp for Coordination

You were correct, it doesn't need it. I have forwarded it to Kerry/Karen for review.

3360-19	DM	4/18/2019	AP	Assignment	JW Holdings LLC
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From: Dave Miner
Sent: Wednesday, April 17, 2019 3:51 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: AOL JW Holdings to Sapp for Coordination

DeRita:

Please begin the coordination on the attached AOL from JW Holdings (L10-0359-AP) to Jason Sapp.
Thank you.

Dave

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

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

Dave Miner

From: Karen Donaldson
Sent: Tuesday, May 7, 2019 1:50 PM
To: Dave Miner
Subject: RE: COI Jason Sapp for Compliance

Dave

These are in compliance.

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: Tuesday, May 7, 2019 1:31 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI Jason Sapp for Compliance

Karen:

Please review the attached COIs for Jason Sapp and let us know if they are in compliance. This is for an assignment of lease from JW Holdings (L10-0359-AP) to Jason Sapp. This is Block 8 so we provide the property insurance.

Thank you.

Dave

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 2-25-19

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

PRODUCER: MARKET FINDERS INSURANCE CORPORATION, 9117 LEESGATE ROAD, LOUISVILLE, KY 40222, 502.423.1800. CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): EMAIL ADDRESS: INSURER A: LEXINGTON INSURANCE CO, INSURER B, INSURER C, INSURER D, INSURER E, INSURER F.

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

Table with columns: NSR TR, TYPES OF INSURANCE, ADD'L INSRD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required. HANGAR LOCATION: DESTIN-FORT WALTON AIRPORT LOT 1 BLOCK 8 DESTIN JET WAY, DESTIN, FL 32541

CERTIFICATE HOLDER LISTED BELOW IS ADDITIONAL INSURED

CERTIFICATE HOLDER: OKALOOSA COUNTY, 5479 A OLD BETHEL RD, CRESTVIEW, FL 32536. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Okaloosa County 5479 A Old Bethel Rd. Crestview, FL 32536	DESTIN-FORT WALTON BEACH AIRPORT LOT 1 BLCK 8 DESTIN JET WAY, Destin, FL, 32541
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY CHANGES ENDORSEMENT DESCRIPTION

Amend the AI from Okalossa County Airport to Okalossa County.

REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 001

POLICY NUMBER 41-LX-060367009-0 END: 001	POLICY CHANGES EFFECTIVE 02/18/2019	COMPANY Lexington Insurance Company
NAMED INSURED JASON SAPP		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED General Liability		
CHANGES Amend the AI from Okaloosa County Airport to Okaloosa County.		

Authorized Representative Signature



Harco National Insurance Company

Certificate of Insurance

THIS IS TO CERTIFY TO: Okaloosa County, 5479 A Bethel Road, Crestview, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Sierra Alpha Papa Papa, LLC, Jason C. Sapp, 12 Timber Creek Lane, Newark, DE 19711-2606

AIRCRAFT POLICY NO. AVA000966-00

POLICY PERIOD: From 09/04/2018 to 09/04/2019

INSURANCE COMPANY: Harco National Insurance Company

LIABILITY COVERAGES

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE
Bodily Injury Excluding Passengers	\$ <u>XXXX</u>	\$ <u>XXXX</u>
Property Damage	\$ <u>XXXX</u>	\$ <u>XXXX</u>
Passenger Bodily Injury	\$ <u>XXXX</u>	\$ <u>XXXX</u>
Single Limit Including Passengers, with Passenger Liability Limited to	\$ <u>100,000.</u>	\$ <u>1,000,000.</u>

PHYSICAL DAMAGE COVERAGE:

REGISTRATION	Insured	PHYSICAL	DEDUCTIBLES:	IN-MOTION
NUMBER	Year	DAMAGE	NOT	INGESTION
MAKE AND MODEL	Value	COV.	IN-MOTION	MOORING
N591AS	2018	\$N/A	\$N/A	\$N/A
Evolution Aircraft Turbine 750		\$	\$	\$
		\$	\$	\$

PHYSICAL DAMAGE Coverage Identified **F. All Risk** **G. Not in Motion**

OTHER COVERAGES/CONDITIONS/REMARKS: Please see attached form(s) AVA 00 52.

A Certificate of Insurance is issued as a matter of information only and confers no rights upon the certificate holder. A Certificate of Insurance does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced therein.

If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate No. 2

Date of Issue: 02/04/2019

By
(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

AVIATION GENERAL LIABILITY COVERAGE FORM
AIRCRAFT COVERAGE FORM

Coverage set forth in the Declarations page, or in any other endorsement to this Policy, is amended per the items checked below with an "X"

IN CONSIDERATION OF No Additional Premium:

IT IS HEREBY AGREED THAT:

ADDITIONAL PREMIUM

WITH RESPECT ONLY TO:

RETURN PREMIUM

PREMIUM CHARGED

1. COVERAGE

7. ADDRESS OF INSURED

A. THE FOLLOWING IS NAMED AS AN ADDITIONAL INSURED:

2. AMOUNT OF PHYSICAL DAMAGE INSURANCE

8. CONFIGURATION OF AIRCRAFT
i.e. wheels, floats, skis, amphib.

B. THE FOLLOWING PILOT IS ADDED TO THE COVERAGE:

3. LIABILITY LIMIT

9. DESCRIPTION OF AIRCRAFT COVERED

C. THE FOLLOWING PILOT IS DELETED AS A NAMED PILOT:

4. INCEPTION DATE

10. PURPOSE OF USE

D. POLICY IS TERMINATED

5. EXPIRATION DATE

11. LOSS PAYEE

E. COVERAGE IS TERMINATED

6. NAME OF INSURED

THE ITEM(S) MARKED ABOVE IS/ARE AMENDED OR COMPLETED TO BE READ AS FOLLOWS:

Sierra Alpha Papa Papa, LLC, Jason C. Sapp

CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L10-0359-AP
JW HOLDINGS, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT

This Consent to Assignment of Lease and Amendment, made and entered into this 21
day of MAY, 2019, hereby approves of the assignment and amendment
between JW Holdings, LLC (“Lessee”) and Jason Caleb Sapp (“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, L10-0359-AP
with JW Holdings, LLC on February 8, 2017 with a current expiration date of March 31, 2042 for
Block 8 Lot 4; and

WHEREAS, Lessee desires an Assignment of Lease from JW Holdings, LLC to Jason
Caleb Sapp; 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 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 L10-0359-AP, the County hereby consents to this
assignment of the Lessee interest from JW Holdings, LLC to Jason Caleb Sapp.

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

L10-0359-AP is hereby amended as follows:

3. Section 19 titled “Notices”, is deleted and replaced as follows:

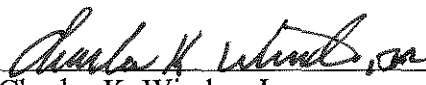
CONTRACT#: L10-0359-AP
JASON CALEB SAPP
BLOCK 8 LOT 4
EXPIRES: 03/31/2042

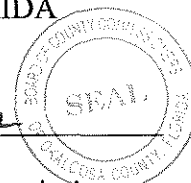
Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless 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 physical address of Lessee is: Jason Caleb Sapp, 4559 Sailmaker Lane, Destin, FL 32541 and mailing address is: Jason Sapp, P.O. Box 856, Paragould, AZ 72451.

4. Lessee agrees to comply with the General Services Insurance Requirements for Hangar Leases as set forth in Exhibit "B", attached to and incorporated herein.
5. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.


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

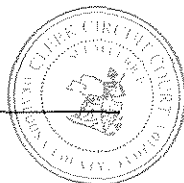
OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: MAY 21 2019



ATTEST:


J.D. Peacock II
Clerk of Circuit Court



LESSEE

Joseph M. West
JW Holdings, LLC
Joseph M. West
Date: 5-6-19

ATTEST:

Michelle West
Witness

Rebecca Crowley
Witness

ACKNOWLEDGMENTS

STATE OF Georgia
COUNTY OF TERRELL

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

Sworn and subscribed before me this 6 day of May, 2019, AD.

Darlene H. Paul
NOTARY

My Commission Expires: 9-22-20

ASSIGNEE

[Handwritten Signature]

Jason Sapp

Date: 5-7-19

ATTEST:

Kalee Gaines

Witness

Jess Hattin

Witness

ACKNOWLEDGMENTS

STATE OF Arkansas
COUNTY OF Ozark

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JASON SAPP 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 7th day of May, 2019, AD.

[Handwritten Signature]
NOTARY

My Commission Expires: 5/27/2025

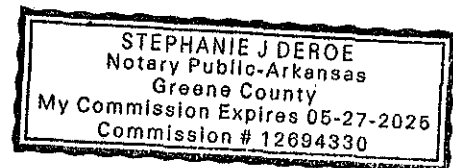


EXHIBIT "B"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGER LEASES

REVISED: 03/26/2019 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.
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)
5. 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.

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

Procurement/Contract/Lease Number: LO8-0359 Tracking Number: 3277-19

Procurement/Contractor/Lessee Name: SW Holdings, LLC Grant Funded: YES ___ NO X

Purpose: Renewal & Amendment

Date/Term: exp. 4-1-22

Amount: _____

Department: AP

Dept. Monitor Name: T. Stage

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

Purchasing Review

Procurement or Contract/Lease requirements are met:

[Signature] Date: 2/7/19

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: N/A Grant Name: _____

_____ Date: _____

Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 2/11/19

_____ Date: _____

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email Date: 2/11/19

_____ Date: _____

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

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____

_____ Date: _____

Finance Manager or designee

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 11, 2019 12:46 PM
To: Victoria Taravella
Cc: Greg Stewart
Subject: RE: JW Holdings Renewal and Amendment Two.docx

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

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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Monday, February 11, 2019 1:42 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Greg Stewart <gstewart@myokaloosa.com>
Subject: FW: JW Holdings Renewal and Amendment Two.docx

Please see attached amendment. I may have already sent you one, if so please disregard the old one and look at this one.
Best,

Victoria Taravella

Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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From: Dave Miner
Sent: Monday, February 11, 2019 12:20 PM

To: Victoria Taravella <vtaravella@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: JW Holdings Renewal and Amendment Two.docx

Victoria:

Here is the renewal amendment for JW Holdings for coordination.

Dave

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

Victoria Taravella

From: Karen Donaldson
Sent: Monday, February 11, 2019 2:01 PM
To: Victoria Taravella
Subject: RE: JW Holdings Renewal and Amendment Two.docx

Victoria

This is approved by risk.

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: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Monday, February 11, 2019 12:53 PM
To: Edith Gibson <egibson@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: JW Holdings Renewal and Amendment Two.docx

Hello,
Please see attached lease for risk approval.
Thank you,

Victoria Taravella
Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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

From: Dave Mlner
Sent: Monday, February 11, 2019 12:20 PM
To: Victoria Taravella <vtaravella@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: JW Holdings Renewal and Amendment Two.docx

Victoria:

Here is the renewal amendment for JW Holdings for coordination.

Dave

Dave Miner

From: Karen Donaldson
Sent: Tuesday, March 19, 2019 11:44 AM
To: Dave Miner
Cc: DeRita Mason
Subject: RE: COI JW Holdings for Compliance

Dave....this is approved by risk

DeRita...please scan with Lease L10-0359-Ap

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, March 19, 2019 11:16 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI JW Holdings for Compliance

Karen:

Please review the attached COIs for JW Holdings, LLC (L08-0359-AP) for compliance.
This is a lease for Block 8 and the County carries the property for this hangar.

Thank you.

Dave



Airport Certificate of Insurance

DATE CERTIFICATE ISSUED: 01/10/2019

NAMED INSURED: JW Holdings, LLC and its individual executive officers and members
ADDRESS OF INSURED: 3039 Old Mill Road, Dawson, GA 39842

INSURANCE COMPANY: American National Property and Casualty Company
POLICY NUMBER: AP-02123-02
POLICY EFFECTIVE DATE: 01/25/2019
POLICY EXPIRATION DATE: 01/25/2020
CERTIFICATE EFFECTIVE DATE: 01/25/2019

LOCATIONS COVERED: That portion of the Destin Executive Airport, Destin, FL leased to and occupied by the named insured.

Airport Liability Coverage

	LIMIT OF COVERAGE	
TOTAL POLICY COVERAGE LIMIT	\$ 1,000,000	Each Occurrence
A. BODILY INJURY AND PROPERTY DAMAGE		
Hazard Division 1. Airport Operations	\$ 1,000,000	Each Person
	\$ 1,000,000	Each Occurrence

This Certificate is issued to the following Certificate Holder:

Okaloosa County
5479 A Old Bethel Road
Crestview, FL, 32636

The company, by endorsement to the policy, agrees to extend liability coverage under Part A to include the above certificate holder as an insured, but only as respects the operations of the named insured. We agree to provide 30 days (except 10 days for non-payment of premium) advance notice of material changes, cancellation or non-renewal to the named Certificate Holder.

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

ACCELERATION AVIATION UNDERWRITERS, INC.
Aviation Managers

A handwritten signature in black ink, appearing to read "Christopher Jones", is written over a horizontal line.

AUTHORIZED SIGNATURE



Aircraft Certificate of Insurance

DATE ISSUED	03/07/2019
NAMED INSURED	OMR Investments, LLC and its individual executive officers and members
ADDRESS OF INSURED	3039 Old Mill Road Dawson, GA 39842
INSURANCE COMPANY	American National Property and Casualty Company
POLICY NUMBER	AC-00441-04
POLICY EFFECTIVE DATE	03/06/2019
POLICY EXPIRATION DATE	03/06/2020
CERTIFICATE EFFECTIVE	03/08/2019
AIRCRAFT COVERED	N3741C; 1980 Beechcraft Bonanza A36

Aircraft Liability Coverage

	LIMIT OF COVERAGE
PART THREE. LIABILITY TO OTHERS	
DL. SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COVERAGE	\$1,000,000 Each Occurrence
Passengers Coverage Limited to:	\$100,000 Each Passenger

This Certificate is issued to the following Certificate Holder:

Okaloosa County
5479 A Old Bethel Road
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

A handwritten signature in black ink, appearing to read "Christy G. Jones", is written over a horizontal line.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

Liability Coverage Extension

GENERAL

This endorsement applies only to the following aircraft:

If no entry is made this endorsement applies to all aircraft covered by your policy.

Various provisions of this endorsement extend or restrict coverage. Read **your** entire policy to determine **your** rights and obligations and what is and is not covered. This endorsement changes the provisions of **your** policy under the following coverage parts:

Part Three. LIABILITY TO OTHERS

Your coverage under **Part Three LIABILITY TO OTHERS** is extended to include within the definition of **someone we protect** any person(s) or organization(s) designated below with respect to an **occurrence** arising out the use of the aircraft by **you** or **someone we protect** as permitted by **your** policy, but the limit of coverage shown in Item 6 of your Coverage Identification Page does not increase regardless of the number of persons or organizations protected.

This extension of coverage includes the employees, officers or directors of any designated organization as **someone we protect**, while acting within the scope of their duties as such, with respect to any **occurrence** covered by the provisions of this endorsement. This coverage extension applies to the following:

Okaloosa County
5479 A Old Bethel Road
Crestview, FL, 32536

The following information is required only when the effective date of this endorsement is subsequent to the Policy effective date.

This endorsement is Endorsement No.	2
This endorsement is effective on	02/14/2018
Attached to and forming a part of Policy No.	AC-00441-02
Issued to (First Named Insured):	OMR Investments, LLC
Additional Premium:	Included

Form GA114 (01/14)

Page 1 of 1

Issued: 02/14/2018 Inw



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	OMR INVESTMENTS, LLC	Control Number:	11038334
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	3039 Old Mill Road, Dawson, GA, 39842	Date of Formation / Registration Date:	5/16/2011
State of Formation:	Georgia	Last Annual Registration Year:	2019

REGISTERED AGENT INFORMATION

Registered Agent Name: **West, Joseph M.**

Physical Address: **3039 Old Mill Road, Dawson, GA, 39842, USA**

County: **Terrell**

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[Return to Business Search](#)



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: June 28, 2018

This is to certify to:

that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

OKALOOSA COUNTY
5479 OLD BETHEL ROAD
CRESTVIEW, FL 32536

BEECH SHUTTLE LLC
3039 OLD MILL ROAD
DAWSON, GA 39842

Policy No: 10208087

Policy Period: From June 28, 2018 to June 28, 2019

COVERAGES:

Aircraft Liability

Limits of Liability

Single Limit Bodily Injury and Property Damage
Liability Including Passengers

\$1,000,000
Each Occurrence

\$100,000
Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

Identification No.

1976 BEECH C23

N1943L

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

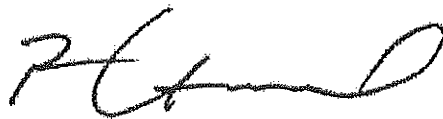
- 1. As respects any aircraft:
a) Described in this certificate,
b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

A handwritten signature in black ink, appearing to be "R. Howard", written over a horizontal line.



**GEORGIA
CORPORATIONS
DIVISION**

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: BEECH SHUTTLE, LLC	Control Number: 11052560
Business Type: Domestic Limited Liability Company	Business Status: Active/Compliance
Business Purpose: NONE	
Principal Office Address: 3039 Old Mill Road, Dawson, GA, 39842	Date of Formation / Registration Date: 7/12/2011
State of Formation: Georgia	Last Annual Registration Year: 2019

REGISTERED AGENT INFORMATION

Registered Agent Name: **West, Joseph M.**

Physical Address: **3039 Old Mill Road, Dawson, GA, 39842, USA**

County: **Terrell**

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**RENEWAL AND AMENDMENT OF LEASE L08-0359-AP
JW HOLDINGS, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 2nd day of April, 2019, hereby approves this Renewal and Amendment for lease L08-0359-AP (“the Lease Agreement”), between JW Holdings, LLC (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on February 8, 2017, Lessee entered into an Assignment of Lease Agreement, L08-0359-AP with the County for Hangar Space at the Destin Executive Airport with a current expiration date of April 1, 2022; and

WHEREAS, Lessee desires to renew this Lease; and

WHEREAS, in accordance with Section 30 of the Lease for Hangar Space Option, Lessee is required to give County at least one hundred twenty (120) days written notice prior to the termination of this lease; and

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

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

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

RENEWAL

1. In accordance with Section 30 of L08-0359-AP, the County hereby renews your Hangar Lease with a new expiration date of March 31, 2042.
2. Lessee by execution of this Hangar Lease Renewal 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 assignment of lease, lease for hangar space and lease for hangar space option.

AMENDMENT

L08-0359-AP is hereby amended as follows:

3. Section 2 titled "Aircraft Ownership", is hereby 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 the lessee or specifically name the lessee as an additional insured doing business as (dba) the name of the lessee.

4. Section 6c titled "Ground Lease", is hereby 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 One Thousand Two Hundred Fifty (1,250) square feet at ~~(\$1.5526)~~ per square foot per year for a total annual cost of (\$1,940.75) plus state sales tax and County non-ad valorem taxes.

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

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by the Lessor and payment of Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of this 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 7. 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) dollars approval fee shall be refunded. 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 Lessor.

7. Section 18c 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 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.

8. Section 30 "Renewal of Lease", is hereby deleted in its entirety.

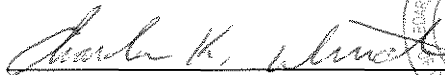
9. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", attached hereto and incorporated herein.

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

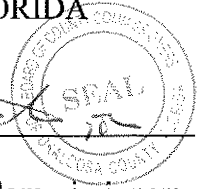
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IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.


OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: 4/2/19



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



LESSEE

Joseph M. West
JW Holdings, LLC
Joseph M. West
Date: 3.12.19

ATTEST:

Rebecca Crowley
Witness

Leola Clog
Witness

ACKNOWLEDGMENTS

STATE OF Georgia
COUNTY OF Terry II

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOSEPH M. WEST 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 12 day of March, 2019, AD.

Anna M. Massey
NOTARY

My Commission Expires: July 2020

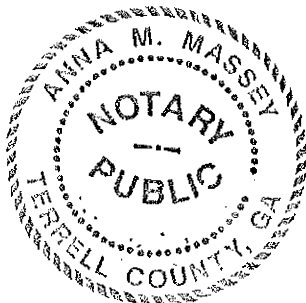


Exhibit "A"

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

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

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

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

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

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

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

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

Exhibit "B"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGAR LEASES

REVISED: 08/13/2018

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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
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 Contractor.
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.

GENERAL LIABILITY INSURANCE

1. The Lessee shall carry Aircraft Liability and General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury exposures 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.

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. Personal and Advertising Injury	\$1,000,000 each occurrence
5. 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 Contractor'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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor 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 contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. All deductibles or 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.

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 "C"

PUBLIC RECORDS

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Lessee must comply with the public records laws, Florida Statute chapter 119, specifically Lessee must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the lease term and following completion of the lease if the Lessee does not transfer the records to the County.
4. Upon completion of the lease, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the public agency upon completion of the lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**Contract # L08-0359-AP
JW HOLDINGS, LLC
DAP BLOCK 8/LOT 4
EXPIRES: 04/01/2022**

**ASSIGNMENT, ASSUMPTION OF LEASE OBLIGATIONS, CONSENT TO
ASSIGNMENT OF LEASE, AND AMENDMENT TO LEASE FOR HANGAR SPACE
To Lease Agreement For Hangar Space L10-0359-AP at Block 8, Lot 4
at Destin Executive Airport**

This ASSIGNMENT, ASSUMPTION OF LEASE OBLIGATIONS, CONSENT TO ASSIGNMENT OF LEASE, AND AMENDMENT (“Assignment #3”) is hereby entered into effective the 8th day of February, 2017 (“Effective Date”) by and between Okaloosa County (“Lessor”); Nicole C. Haufe (the “Lessee”); and JW Holdings, LLC (“Assignee”). Lessor, Lessee and Assignee may be referred to hereinafter as the “Parties”. The Parties do modify that certain Lease Agreement for Hangar Space for property located at Block 8, Lot 4 at the Destin Executive Airport (the “Property”), originally entered into by and between Okaloosa County (“Lessor”) and D.T. Delaware, Inc. (“Original Lessee”), as subsequently amended and assigned.

RECITALS

WHEREAS, on September 24, 2013, Lessee entered into an Assignment of Lease Agreement of a lease originally entered into by and between the County and D.T. Delaware, Inc. (“Original Lessee”) on March 21, 2002, which has been amended and assigned from time-to-time and is most recently identified as L10-0359-AP (the “Lease”), for Hanger Space at the Destin Executive Airport, with a current expiration date of April 1, 2022 (hereinafter the “Lease”); and




WHEREAS, Section 14 of the Lease provides that prior to an assignment of any interest given under the Lease, Lessee must first obtain written approval of Lessor; and

WHEREAS, Section 14 of the Lease also requires payment of an Approval Fee to Lessor of one thousand dollars (\$1,000.00) prior to any assignment taking place; and

WHEREAS, Lessee now desires to assign its interest in the Lease to Assignee; and

1

L10-0359-AP

Initials:
Lessor: 
Lessee: 
Assignee: 

WHEREAS, Section 14 of the Lease further requires an independent appraisal based upon ground values to be conducted at the direction of the Lessor if an assignment were to occur in the first twenty (20) years of the Lease for a determination of a new ground lease fee; and further provides that following the initial twenty (20) year term, rent will be based on the ground values determined by an independent appraisal; and

WHEREAS, Lessor has agreed that, beginning October 1, 2017, the new annual ground lease fee shall be \$1.50 per square foot, due on or before thirty (30) days following Lessee's receipt of an invoice from Lessor; and

WHEREAS, all rent, charges, and other costs required to be paid by Lessee under the Lease to the date hereof have been paid in full, including without limitation ground lease fees through September 30, 2017 and hangar fees through January 2017; and

WHEREAS, all of the terms, conditions and provisions of the Lease on the part of the Lessee and the Lessor to be performed have been performed and complied with and Lessor and Lessee are in full compliance with all terms and conditions of the Lease; and

WHEREAS, as of the Effective Date of this Assignment, neither Lessee nor Lessor are in default in the performance of the Lease, nor have Lessee or Lessor committed any breach of the Lease; and

WHEREAS, Lessee's next annual ground lease fee payment date is October 1, 2017 and the amount then due will be \$1,875.00 plus tax; and

WHEREAS, Lessee's next monthly hangar fee shall be due on February 1, 2017 in the amount of \$264.36 plus tax; and

Initials:
Lessor:
Lessee:
Assignee:

WHEREAS, there are no parties holding mortgages or liens encumbering the leasehold interest of the Lessor or Lessee; and

WHEREAS, there has been no prior assignment of the Lease by Lessor or Lessee; and

WHEREAS, neither Lessor nor Lessee have received any written notice of any present violation of any federal, state, county or municipal law, regulation, ordinance, or other directive relative to the use or condition of the Property; 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; and

WHEREAS, Lessee and Assignee entered into that certain Purchase Agreement dated September 14, 2016, relating to Lessee's transfer of its leasehold interest in the Property to Assignee ("Purchase Agreement"); and

WHEREAS, Lessor, Lessee and Assignee desire to approve an assignment and amendment of the Lease from Lessee to Assignee, pursuant to the terms and conditions of this document.

NOW THEREFORE, for mutual valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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

Initials:
Lessor: 
Lessee: 
Assignee: 

2. Lessee hereby assigns all its right, title, privileges and interest in the Lease to Assignee.

3. Lessor hereby consents to the Assignment of the Lease from Lessee to Assignee, and acknowledges receipt of the \$1,000.00 Approval Fee.

4. Assignee does hereby accept such assignment and does hereby assume all rights, benefits, title, interest, liabilities, duties and obligations under the Lease, and shall be bound by all terms and conditions of the Lease as the Lessee.

5. Section 6 c titled "Ground Lease" of the Lease is hereby replaced in its Entirety with the following provision:

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 Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498. The lease includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$1,875.00) plus tax.

Initials:
Lessor: CLK
Lessee: MT
Assignee: ON

6. Section 11 titled "Care of Leased Premises" of the Lease 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.

7. Section 13 titled "Taxes" of the Lease is hereby replaced in its entirety with the following provision:

Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which 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

Initials:
Lessor:
Lessee:
Assignee:

liability for its tax and assessment obligations under the terms of this Lease Agreement.

8. Section 19 titled "Notices" of the Lease is hereby replaced in its entirety with the following provision:

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 the Lessee is: JW Holdings, LLC, Joe West, 3039 Old Mill Road, Dawson, GA 39842.

9. Section 27 titled "Place of Payments" of the Lease is hereby replaced in its entirety with the following provision:

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.

10. All other terms and provisions of the Lease not modified herein are hereby reaffirmed and shall continue to remain in full force and effect.

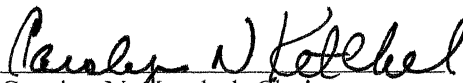
[SIGNATURES APPEAR ON FOLLOWING PAGES]

6

Initials:
Lessor: AW
Lessee: JW
Assignee: JW

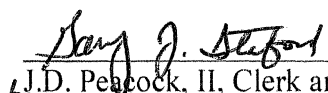
IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment, Assumption for the Lease obligations, Consent to the Assignment of Lease and Amendment to the Lease for Hangar Space on the respective dates under each signature.

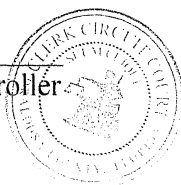
OKALOOSA COUNTY (Lessor)


Carolyn N. Ketchel, Chairman

Date: 2 / 8 / 17

ATTEST:


J.D. Peacock, II, Clerk and Comptroller



Initials:
Lessor: CK
Lessee: JK
Assignee: JK

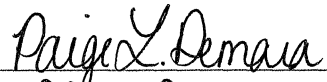
NICOLE C. HAUFE
(Lessee/Assignor)



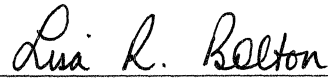
NICOLE C. HAUFE

Date: 1 / 27 / 17

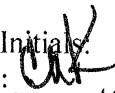


WITNESSES



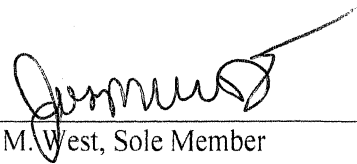
By: Paige L. Demara



By: Lisa R. Bolton

Initials:
Lessor: 
Lessee: 
Assignee: 

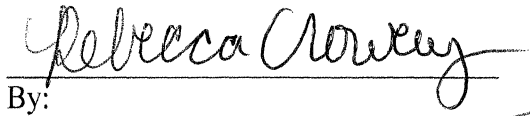
JW HOLDINGS, LLC (Assignee)



Joseph M. West, Sole Member

Date: 1/26/17


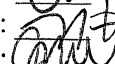
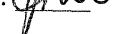
WITNESSES



By:



By:

Initials:
Lessor: 
Lessee: 
Assignee: 

ACKNOWLEDGMENTS

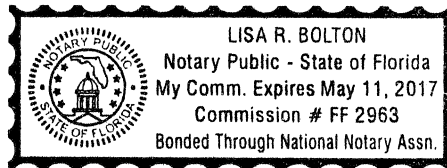
STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 27th day of January, 2017, AD.

Lisa R. Bolton
NOTARY

My Commission Expires: 5/11/17



Initials:
Lessor: ckk
Lessee: [Signature]
Assignee: [Signature]

ACKNOWLEDGMENTS

STATE OF Georgia
COUNTY OF Terrell

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOSEPH WEST 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 26th day of Jan., 2017, AD.

Darlene H. Paul
NOTARY

My Commission Expires: 9-22-20

Initials
Lessor:
Lessee:
Assignee:

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/07/2013

Contract/Lease Control #: L10-0359-AP

Bid #: N/A

Contract/Lease Type: LEASE REVENUE

Award To/Lessee: NICOLE HAUFE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/24/2013

Term: 04/01/2022

Description of Contract/Lease: HANGAR LEASE BLOCK 8 LOT 4

Department: AP

Department Monitor: HARMAN

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: sharman@co.okaloosa.fl.us

Date Closed: _____

cc: Finance Department Contracts & Grants Office



GLOBAL AEROSPACE, INC

RECEIVED
MAY 02 2018
BY: PUNCH

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: June 28, 2018

L10-0359-AP

This is to certify to:

that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

OKALOOSA COUNTY
5479 OLD BETHEL ROAD
CRESTVIEW, FL 32536

BEECH SHUTTLE LLC
3039 OLD MILL ROAD
DAWSON, GA 39842

JW HOLDINGS LLC

Policy No: 10208087

Policy Period: From June 28, 2018 to June 28, 2019

COVERAGES:

Aircraft Liability

Single Limit Bodily Injury and Property Damage
Liability Including Passengers

Limits of Liability

\$1,000,000
Each Occurrence

\$100,000
Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

1976 BEECH C23

Identification No.

N1943L

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

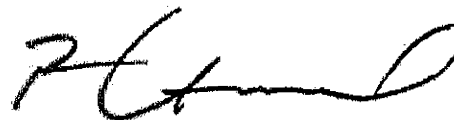
1. As respects any **aircraft**:
 - a) Described in this certificate,
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

A handwritten signature in black ink, appearing to be "R. H. ...", written over a horizontal line.

ADDITIONAL INSURED - GOVERNMENT OR AIRPORT AUTHORITY

In consideration of the payment of the premium for this policy, it is agreed that only as respects any written agreement between the **Named Insured** and the government or airport authority described in the Schedule and entered into as a prerequisite to the use of an airport by the **Named Insured**:

1. As respects any aircraft:
 - (a) Described in Item 4 of the Declarations,
 - (b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - (c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the **premises** in or upon which the **aircraft** is stored, the definition of **Insured** includes the government or airport authority described in the Schedule, but only with respect to its liability because of acts or omissions of the **Named Insured** and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the government or airport authority described in the Schedule by the **Named Insured** for **bodily injury** or **property damage** caused by an **occurrence** arising out of any service performed by or on behalf of such government or airport authority.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the government or airport authority described in the Schedule.
4. The Company waives any right to recovery it may have against the government or airport authority described in the Schedule because of payments it makes for **physical damage** in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the **Named Insured** has waived its right of recovery for such **physical damage** against such government or airport authority.
5. The insurance this policy provides to the government or airport authority described in the Schedule is primary insurance, without right of contribution from insurance purchased by such government or airport authority, only if the written agreement between the **Named Insured** and the government or airport authority contains an express requirement that this insurance operate in that manner.

SCHEDULE

OKALOOSA COUNTY

5479 OLD BETHEL ROAD
CRESTVIEW, FL 32536

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 28, 2018

Endorsement Premium: Included

Attached to and made part of Policy No.: 10208087
Issued to: BEECH SHUTTLE LLC
Global Aerospace, Inc.

By: 



GLOBAL AEROSPACE, INC

RECEIVED
FEB 21 2018
BY: PUCH

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: February 14, 2018

L10-0359-AP

This is to certify to: that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

BEECH SHUTTLE LLC
3039 OLD MILL ROAD
DAWSON, GA 39842

JW HOLDINGS LLC

Policy No: 10208087

Policy Period: From June 28, 2017 to June 28, 2018

COVERAGES:

<u>Aircraft Liability</u>	<u>Limits of Liability</u>	
Single Limit Bodily Injury and Property Damage Liability Including Passengers	\$1,000,000 Each Occurrence	\$100,000 Each Passenger

AIRCRAFT:

<u>Year, Make and Model of Aircraft</u>	<u>Identification No.</u>
1976 BEECH C23	N1943L

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

1. As respects any **aircraft**:
 - a) Described in this certificate,
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT

for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.

5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.
6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:



Certificate of Insurance

LO 359

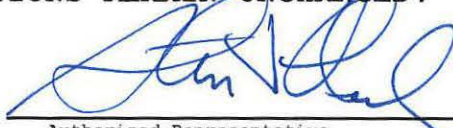
Named Insured : Scott Haufe, Nichole Haufe and Anesthesia, Inc.
Address of Insured: 3997 West Commons Drive, Suite M, Destin, FL 32541
Company : Catlin Insurance Company/W. Brown & Associates
Policy Number : NAB4035877
Effective Date : January 29, 2015 at 12:01 A.M., Local Standard Time
Expiration Date : January 29, 2016 at 12:01 A.M., Local Standard Time
UAV Covered : 2003 Cirrus SR 22, N224GR, having 1 crew seat & 3 passenger seats

AIRCRAFT LEGAL LIABILITY	LIMITS OF LIABILITY
Combined Single Limit Bodily Injury & Property Damage, Including Passengers	\$1,000,000 Each Occurrence

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

This Certificate of Insurance is issued for informational purposes only and confers no rights upon the Certificate Holder. Should any of the above described Policies be cancelled before the expiration date thereof, the Company will endeavor to mail 30 days written notice, except 10 day for non-payment of premium, to the Certificate Holder but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives. Aviation Insurance Managers, Inc. assumes no legal responsibility for failure to provide such notice. Aviation Insurance Managers, Inc. is not the insurer hereunder, and shall not be held liable for any loss or damage. This Certificate does not amend, extend or alter the coverage provided by the Insurance Policy referenced above. The actual policy of insurance contains the complete description of the coverages, limitations, terms and conditions of coverage.

Endorsements Attached-The Certificate Holder shall be included as an Additional Insureds, 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. However, nothing in agreement shall prejudice the Insurance Company's rights of recourse against the additional insured as manufacturers, suppliers repairers, or servicing agents where such rights of recourse would have existed has this agreement not been effected. The limits shown above in favor of the Certificate Holder are within, and not in addition to, the limits provided to the Named Insured.
ALL OTHER POLICY TERMS & CONDITIONS REMAIN UNCHANGED.



Authorized Representative

February 16, 2015

Date

js

*THIS CERTIFICATE CANCELS AND REPLACES CERTIFICATE ISSUED ON JANUARY 26, 2015.

AVIATION INSURANCE MANAGERS, INC.
11650 CLEVELAND AVENUE, NW, UNIONTOWN, OHIO 44685
(330) 494-1500

02-23-15P12:42 RCVD

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: L10-0359-AP Tracking Number: 490-12
Contractor/Lessee Name: Douglas D. Porter
Purpose: Assignment of Lease to Nicole C. Hauke
Date/Term: Apr. 11, 2022 GREATER THAN \$10,000
 \$10,000 OR LESS
Amount: 2,577,000 plus tax per year
Department: Airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature] Date: 9/12/12
Contracts/Lease Coordinator

Risk Management Review

Approved as written:

[Signature] Date: 9/19/12
Risk Management Director

County Attorney Review

Approved as written:

[Signature] Date: 9/28/12
County Attorney

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

_____ Date: _____
Contracts & Grants Manager

Search Results

Current Search Terms: nicole* C HAUFE*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: September 17, 2013
TO: Honorable Chairman and Members of the Board
FROM: Sunil Harman
SUBJECT: Assignment of Lease from Mr. Porter to Ms. Haufe
DEPARTMENT: Airport
BCC DISTRICT: All

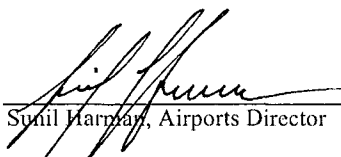
STATEMENT OF ISSUE: A proposed Assignment of Lease for hangar space from Mr. Douglas Porter to Ms. Nicole Haufe for Block 8 Lot 4 at the Destin/Ft. Walton Beach Airport is being presented to the Board of County Commissioners for approval.

BACKGROUND: Mr. Douglas Porter previously entered into a ground lease for hangar space Block 8 Lot 4 at the Destin/Ft. Walton Beach Airport and now assigns his responsibilities to Ms. Nicole Haufe. Mr. Porter is in compliance with all terms and conditions of his Lease. Assignment of Lease transfer fee was received. The contract and lease internal coordination sheet is attached along with Ms. Haufe's certificate of insurance.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve the Assignment of Lease as described above.

RECOMMENDED BY:


Sunil Harman, Airports Director

9/11/2013

APPROVED BY:


John Hofstad, Director

9/12/2013

Ernie Padgett, County Administrator

CHARTIS AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY
 1701 STATE ROAD
 85 N EGLIN AFB, FL 32542

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
 NICOLE HAUFE
 302 OLDE POST ROAD
 NICEVILLE, FL 32578,

POLICY NO. LA 000264123-02
 POLICY PERIOD: From January 29, 2013 to January 29, 2014
 INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.	Limits of Liability
A. Aircraft Liability Single Limit for Bodily Injury and Property Damage <u>In</u> cluding Passengers , but Passenger Bodily Injury Limited within the Single Limit to	\$ <u>1,000,000.</u> each occurrence
B. Medical Expense <u>In</u> cluding crew	\$ <u>100,000.</u> each passenger
C. Physical Damage to Your Aircraft	\$ <u>5,000.</u> each passenger

ID Number	Year	Make and Model	Agreed Value	Deductibles		
				Not-in-Motion	Not-in-Flight	Flight
N224GR	2003	CIRRUS SR22	\$ 190,000.	\$ 0.	\$ 0.	\$ 0.
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

THIS CERTIFICATE HOLDER IS:

- included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;
- included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 11591235-18
 Date of Issue August 7, 2013
 LAD30 (3/00)

By 
 (Authorized Representative)

ADDITIONAL INSURED ENDORSEMENT

In consideration of an additional premium of \$ _____ (Included), the following are included as additional **insured**, but only with respect to the liability coverage afforded by this policy and is subject to the following:

As respects N224GR

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

- Excess Liability - Coverage only applies after all other coverage available to the additional **insured** has been exhausted.
- Non-operational - Coverage only applies with respect to the vicarious liability of the additional **insured** for the operation of the **aircraft** by the Named **Insured**, including any interest in the **aircraft** as owner/lessor.
- Flight Instruction - Coverage only applies while instructing, supervising, evaluating or examining the following pilots, who must also meet the requirements of the Pilots Endorsement:

- Hangarkeepers - Coverage only applies with respect to the storage of **your aircraft**.
- Workmanship Exclusion - Coverage does not apply to any **occurrence** arising from the design, manufacture, modification, repair, sale, or servicing of **your aircraft** other than ground handling.

Additional Insured:

OKALOOSA COUNTY
1701 STATE ROAD
85 N EGLIN AFB, FL 32542

All other provisions of this policy remain the same.

This endorsement becomes effective July 19, 2013 to be attached to and hereby made a part of Policy No. LA 000264123-02 issued to NICOLE HAUFE

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 18

Date of Issue August 7, 2013

LAD26 (9/99)

By  _____
(Authorized Representative)

Dave Miner

From: Gary Real
Sent: Wednesday, August 28, 2013 9:58 AM
To: Dave Miner
Subject: RE: AOL COI Coordination

The certificate does cover that.

Gary R. Real
Risk Manager, Okaloosa County Florida
850-689-5979

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

From: Dave Miner
Sent: Tuesday, August 27, 2013 4:44 PM
To: Gary Real
Subject: RE: AOL COI Coordination

This one is on Block 8 at the Destin Airport. We supply the insurance for the hangar and we bill the 11 hangar owners annually. They need aircraft liability not less than \$1,000,000.00 CSL.

Dave

From: Gary Real
Sent: Tuesday, August 27, 2013 4:36 PM
To: Dave Miner
Subject: RE: AOL COI Coordination

I don't see where the structure is covered on this one. Insurance only seems to cover plane.

Gary R. Real
Risk Manager, Okaloosa County Florida
850-689-5979

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

From: Dave Miner
Sent: Tuesday, August 27, 2013 9:14 AM
To: Gary Real; John Dowd
Cc: Jack Allen; Mike Stenson

Subject: FW: AOL COI Coordination
Importance: High

On behalf of Sunil Harman please review the certificate of insurance and let us know if we can put this on the agenda for the next Board meeting.

Thank you.

From: Dave Miner
Sent: Friday, August 23, 2013 9:09 AM
To: Gary Real; John Dowd
Cc: Jack Allen; Mike Stenson
Subject: FW: AOL COI Coordination
Importance: High

On behalf of Sunil Harman please review the certificate of insurance and let us know if it is correct.

Thank you.

From: Dave Miner
Sent: Wednesday, August 07, 2013 2:51 PM
To: Gary Real; John Dowd
Cc: Jack Allen; Mike Stenson
Subject: AOL COI Coordination

This AOL was coordinated on in September of 2012. I received the new COI for their aircraft today. Please review and let us know if I can schedule this item for the agenda on August 20th.

Thank you.

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

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

Dave Miner

From: John Dowd
Sent: Monday, September 09, 2013 4:40 PM
To: Sunil Harman
Cc: Dave Miner; Jack Allen
Subject: RE: AOL COI Coordination

Sunil:

We have corrected the lease to reflect our current appraised rate. I approve.

Thanks,

John

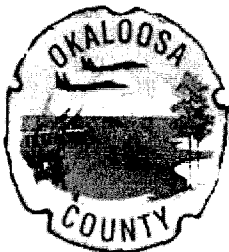
From: Sunil Harman
Sent: Monday, September 09, 2013 4:33 PM
To: John Dowd
Cc: Dave Miner
Subject: FW: AOL COI Coordination
Importance: High

John,

This assignment was previously coordinated, but commissioner Parisot wanted a current coordination. Risk management has reviewed and approved, I believe is still need your sign off.

Thanks,

Sunil Harman, JAP
Director of Airports, Okaloosa County
1701 State Road 85 North
Eglin AFB, FL 32542-1498
850-651-1600 ext. 4



Northwest Florida Regional Airport (VPS) Destin Airport (DTS) Crestview / Bob Sikes Airport (CEW)

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

From: Dave Miner
Sent: Monday, September 09, 2013 4:24 PM
To: Sunil Harman
Subject: FW: AOL COI Coordination
Importance: High

Mr. Harman:

This one is an AOL from Porter to Haufe. Commissioner Parisot had a question on the COI and he recommended Risk Management and County Attorney review. Mr. Real sent us an e-mail stating the COI was OK.

Dave

From: Dave Miner
Sent: Tuesday, August 27, 2013 9:14 AM
To: Gary Real; John Dowd
Cc: Jack Allen; Mike Stenson
Subject: FW: AOL COI Coordination
Importance: High

On behalf of Sunil Harman please review the certificate of insurance and let us know if we can put this on the agenda for the next Board meeting.

Thank you.

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Sent: Friday, August 23, 2013 9:09 AM
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Cc: Jack Allen; Mike Stenson
Subject: FW: AOL COI Coordination
Importance: High

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Thank you.

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Subject: AOL COI Coordination

This AOL was coordinated on in September of 2012. I received the new COI for their aircraft today. Please review and let us know if I can schedule this item for the agenda on August 20th.

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

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ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 24th day of September, 2013, by and between DOUGLAS D. PORTER, (hereinafter referred to as the "FIRST PARTY") and NICOLE C. HAUFE, (hereinafter referred to as the "SECOND PARTY" or "LESSEE").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease Agreement for a hangar consisting of ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at the Destin/Ft. Walton Beach Airport, Assignment of Lease dated December 31, 2009, Lease for Hangar Space Option dated August 29, 2008, Assignment of Lease dated December 7, 2004, and original Lease dated March 18, 2002 with a current expiration date of April 1, 2022.

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 assignment of leases, lease for hangar space option, and 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 Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 4 as shown on file in the office of the Airports Director, which is incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) of 11 metal "T" hangar unit for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1:

Change Section 6 c: Ground Lease to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent

**LEASE #L10-0359-AP
NICOLE C HAUFE
HANGAR LEASE BLOCK 8 LOT 4
AT DAP
EXPIRES: 04/01/2022**

Instr # 2885455 BK: 3118 PG:4594,Page 1 of 5
Recorded 09/30/2013 at 08:38 AM,
RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00

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 leasehold includes ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at TWO DOLLARS AND FIFTY CENTS (\$2.50) per square foot per year for a total annual cost of THREE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$3,125.00) 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: Nicole C. Haufe, 302 Olde Post Road, Niceville, FL 32578.

SECTION 3:

Change section 29: Legal Description to read:

Block 8 Lot 4: Commence at the South easternmost corner of Lot 41, Block A, Harbor Breeze Third Addition, as recorded in Plat Book 16, Page 31, Public Records of Okaloosa County, Florida; Thence N.38°00'00"W (Basis of Bearings) along the East line of said Lot 41 for a distance of 137.13 feet; Thence departing said East line proceed N.52°07'27"E for a distance of 106.75 feet to the POINT OF BEGINNING; Thence N.37°52'33"W for a distance of 20.15 feet; Thence N.52°07'27"E for a distance of 10.70 feet; Thence N.37°52'33"W for a distance of 20.00 feet; Thence N.52°07'27"E for a distance of 21.13 feet; Thence S.37°52'33"E for a distance of 20.00 feet; Thence N.52°07'27"E for a distance of 11.15 feet; Thence S.37°52'33"E for a distance of 20.15 feet; Thence S.52°07'27"W for a distance of 41.98 feet to the POINT OF BEGINNING. Parcel described contains 1,250 square feet.

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.

(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.

Douglas D. Porter

DOUGLAS D. PORTER
FIRST PARTY

ATTESTS:

D. Porter

WITNESS

L. Thompson

WITNESS

N. Haufe

NICOLE C. HAUFE
SECOND PARTY

ATTESTS:

Linda Rebelo

WITNESS

LINDA REBELO

Cindy M. Hernandez

WITNESS

Cindy M. Hernandez

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN



ATTEST:



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



ACKNOWLEDGMENTS

STATE OF Colorado
COUNTY OF Broomfield

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared DOUGLAS D. PORTER 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 16 day of July, 2013, AD.

[Signature]
NOTARY

My Commission expires: 1-29-2017

BRETT FREDRICKSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 20094002112
COMMISSION EXP: JANUARY 29, 2017

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 25th day of June, 2013, AD.



[Signature]
NOTARY

My Commission expires: 10/21/16

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/5/2010

Contract/Lease Control #: L10-0359-AP

Bid #: NA

Contract/Lease Type: REVENUE

Award To/Lessee: DOUGLAS D. PORTER

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 12/31/2009 Cost: \$2,687.50 PLUS TAX, ANNUALLY

Expiration Date: 4/01/2022

Description of Contract/Lease: DAP BLOCK 8/ LOT 4 HANGAR LEASE, TRANSFERRED FROM L#325

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@FLCOURTS1.GOV

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

LEASE #: L10-0359-AP
DOUGLAS D. PORTER
DAP BLOCK 8 / LOT 4 HANGAR LEASE
TRANSFERRED FROM L# 325
EXPIRES: 4/01/2022

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 31st day of December, 2009, by and between KENT THOMAS and DOUG PORTER, (hereinafter referred to as the "FIRST PARTY") and DOUGLAS D. PORTER, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease Agreement for a hangar consisting of ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at the Destin/Ft. Walton Beach Airport, original Lease dated March 18, 2002 with a current expiration date of April 1, 2022.

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, assignment of lease, and Lease for Hangar Space Option, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 8 Lot 4 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) of 11 metal "T" hangar unit 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: NAME CHANGE

This Assignment of Lease changes the name on the LEASE from Kent Thomas and Doug Porter to Douglas D. Porter.

SECTION 2: GROUND LEASE

Change Section 6 c 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 ONE THOUSAND TWO HUNDRED FIFTY (1,250) square feet at TWO DOLLARS AND FIFTEEN CENTS (\$2.15) per square foot per year for a total annual cost of TWO THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS (\$2,687.50) plus tax.

SECTION 3: NOTICES

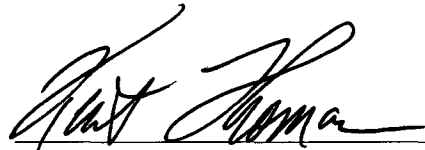
Change Section 19 to read:

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 with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida, 32542-1498. The address of the LESSEE is: Douglas D. Porter, 403 Coleman Point, Destin, FL 32541.

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.

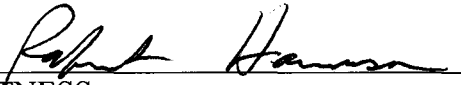


KENT THOMAS
FIRST PARTY

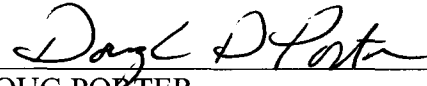
ATTESTS:



WITNESS



WITNESS

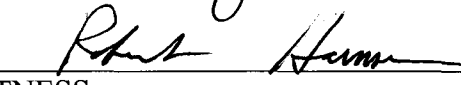


DOUG PORTER
FIRST PARTY


ATTESTS:



WITNESS

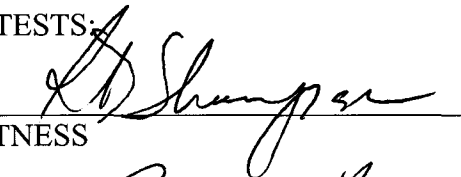


WITNESS

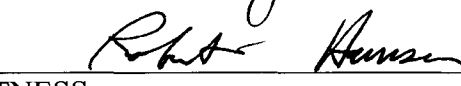


DOUGLAS D. PORTER
SECOND PARTY

ATTESTS:



WITNESS

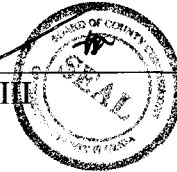


WITNESS

This Assignment of Lease is adopted this 15th day of December, 2009.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

William J. Roberts, III
WILLIAM J. ROBERTS, III
CHAIRMAN



ATTEST:

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

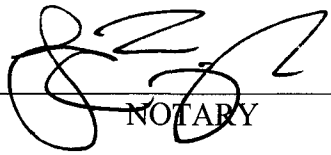


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

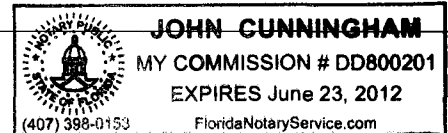
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared KENT THOMAS who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and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

Sworn and subscribed before me this 4th day of December, 2009, AD.



NOTARY

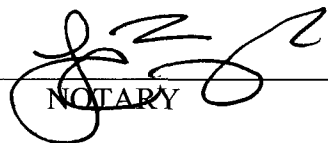
My Commission expires: _____



STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared DOUG PORTER 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 4th day of December, 2009, AD.



NOTARY

My Commission expires: _____

