

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/18/2014

Contract/Lease Control #: L03-0202-AP

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: BREMFOUR AVIATION GROUP, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/07/2006

Term: 12/30/2026

Description of Contract/Lease: DAP BLOCK 2 LOT 2

Department: AP

Department Monitor: HARMAN

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: SHARMAN@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office



Great American Insurance Company, Inc.
 2 Tower Center Boulevard, Suite 1605
 East Brunswick, NJ 08816
 (732) 875-0601

Aircraft Certificate of Insurance

AV 11 00 (Ed. 04 14)

Certificate Holder: Okaloosa County
 5479 A Old Bethel Road
 Crestview, FL 32536

Named Insured: Bremfour Aviation Group, Inc.
 9724 Kingston Pike Ste 1300
 Knoxville, TN 37922

Policy Period From: January 14, 2021 To: January 14, 2022

Policy Number: AH E661262-00

Issuing Company: Great American Insurance Company

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

Aircraft:

Reg. No.	Year	Make	Model	Insured Value	Deductible In Motion	Deductible Not In Motion	Liability Limit	Passenger Liability Limit
N14QB	2018	Honda	HA-420	\$3,600,000	\$25,000	\$25,000	\$2,000,000	\$2,000,000

Certificate is issued as evidence of Coverage only.

Certificate Number:

2

Date:

January 14, 2021

(Authorized Representative)

AV 11 00 (Ed. 04 14)

**CONTRACT#: L03-0202-AP
 BREMFOUR AVIATION GROUP, INC.
 DAP BLOCK 2 LOT 2
 EXPIRES: 12/30/2026**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2020

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

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

PRODUCER AssuredPartners Aerospace DBA Hardy Aviation Insurance 9860 E 21st St N Wichita, KS 67206	CONTACT NAME: Emily Lange PHONE (A/C, No, Ext): 316-945-6733 E-MAIL ADDRESS: emily.lange@assuredpartners.com	FAX (A/C, No): 316-945-2330
	INSURER(S) AFFORDING COVERAGE	
INSURED Bremfour Aviation Group Inc 9724 Kingston Pike Suite 1300 Knoxville, TN 37922	INSURER A: Ace American	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SVRD42210833-002	10/16/2020	10/16/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Hangar located at: Block 2 Lot 2, Destin, FL 32541

Okaloosa County is also listed as Loss Payee on the policy

CONTRACT#: L03-0202-AP
BREMFOUR AVIATION GROUP, INC.
DAP BLOCK 2 LOT 2
EXPIRES: 12/30/2026

CERTIFICATE HOLDER Okaloosa County Bocc 302 N Wilson St, Suite 301 Crestview, FL 32536	CANCEL 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 James R. Hardy, President
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Certificate of Insurance

QBE The Americas

This is to certify to
(Certificate Holder):

Okaloosa County
5479 A Old Bethel Road
Crestview, FL 32536

LO3-0202-AP

The following policy(ies)
have been issued to:

Bremfour Aviation Group, Inc.
9724 Kingston Pike
Knoxville, TN 37922

POLICY INFORMATION

Aircraft Policy No. 100012121
Policy Period: This Coverage Is Effective 12:01 A.M. From: January 14, 2020 To: January 14, 2021
Policy Territory: Worldwide
Insurance Company: QBE Insurance Corporation

		Limits of Liability	
		Each Person	Each Occurrence
	Bodily Injury	\$	\$
	Property Damage	\$	\$
	Passenger Bodily Injury	\$	\$
X	Single Limit Including Pass.	\$	\$ 2,000,000
	Passenger Liability Limited to:	\$	\$

Description of Aircraft			Physical Damage Coverage:	All Risks Ground and In-Flight
FAA Number	Year	Make & Model	Insured Value	Deductibles (NIM/IM)
N14QB	2018	Honda Aircraft Co LLC HA-420	\$4,500,000	\$10,000 / \$25,000

THE CERTIFICATE HOLDER IS:

	Included as Loss Payee for Aircraft Physical Damage Coverage.
	Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured value
X	Included as an Additional Insured on Aircraft Liability Coverage but only with respects to the operations of the Named Insured.
	Provided a waiver of subrogation on aircraft physical damage coverage but only with respects to the operations of the named insured.

OTHER COVERAGES / CONDITIONS / REMARKS:

	This coverage includes War Physical Damage Coverage and TRIA
X	This coverage includes War Liability Coverage and TRIA

REMARKS:

Serial Number: 42000107
Seating Capacity: 1 Crew 6 Passengers

The Aviation Managers have made provision to give the certificate holder 30 days (10days for non-pay) notice of cancellation of any policy above; however, 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.

Date of Issue: 09/22/20

By: _____

(Authorized Representative)

Scott Stewart
QBE North America
210 Interstate N. Parkway S.E.
Suite 500
Atlanta, GA 30339



Certificate of Insurance

QBE North America

This is to certify to
(Certificate Holder):

Okaloosa County
5479 A Old Bethel Road
Crestview, FL 32536

LO3-0202-AD

The following policy(ies)
have been issued to:

Bremfour Aviation Group Inc.
9724 Kingston Pike
Suite 1300
Knoxville, TN 37922

POLICY INFORMATION

Aircraft Policy No. QAV0004682
Policy Period: This Coverage Is Effective 12:01 A.M. **From:** November 7, 2019 **To:** November 7, 2020
Policy Territory: Worldwide
Insurance Company: QBE Insurance Corporation

LIABILITY COVERAGES

		Limits of Liability	
		Each Person	Each Occurrence
<input type="checkbox"/>	Bodily Injury	\$	\$
<input type="checkbox"/>	Property Damage	\$	\$
<input type="checkbox"/>	Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/>	Single Limit Including Passenger	\$	\$ 2,000,000
<input type="checkbox"/>	Passenger Liability Limited to:	\$	\$

Description of Aircraft			Physical Damage Coverage:	All Risks Ground and In-Flight
FAA Number	Year	Make & Model	Insured Value	Deductibles (NIM/IM)
N952G	2014	Piper Meridian	\$1,200,000	\$1,000 / \$15,000

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.

THE CERTIFICATE HOLDER IS:

<input type="checkbox"/>	Included as a Loss Payee for Aircraft Physical Damage Coverage.
<input type="checkbox"/>	Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
<input checked="" type="checkbox"/>	Included as an Additional Insured on Aircraft Liability Coverage but only with respect to the operations of the named insured.
<input type="checkbox"/>	Provided a waiver of subrogation on aircraft physical damage coverage but

OTHER COVERAGES / CONDITIONS

<input checked="" type="checkbox"/>	This coverage includes War Physical Damage Coverage and TRIA
<input checked="" type="checkbox"/>	This coverage includes War Liability Coverage and TRIA

REMARKS:

The Aviation Managers have made provision to give the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any policy above; however, 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.

Date of Issue: September 22, 2020

By: Scott Stewart
(Authorized Representative)
Scott Stewart
QBE North America
210 Interstate N Pkwy SE, Suite 500
Atlanta, GA 30339
770-794-6400



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 ASSURED PARTNER AEROSPACE dba HARDY AVIATION INS PO BOX 12010 WICHITA KS 67277	CONTACT NAME: KIM MANRING PHONE (A/C, No, Ext): 316-945-6733 E-MAIL ADDRESS: kim@hardyaviationins.com	FAX (A/C, No): 316-945-6733
	INSURER(S) AFFORDING COVERAGE	
INSURED BREMF0UR AVIATION GROUP, INC 9724 KINGSTON PIKE SUITE 1300 KNOXVILLE TN 37922	INSURER A: ACE AMERICAN INSURANCE CO / CHUBB	NAIC # Z09029
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	SVRD42210833	10/16/2019	10/16/2020	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ N/A GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY				00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				00/00/0000	00/00/0000	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


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

OKALOOSA COUNTY IS ALSO LISTED AS LOSS PAYEE ON THE FOLLOWING HANGAR:

LOCATION OF HANGAR: BLOCK 2 LOT 2, DESTIN FL 32541

HANGAR COVERAGE: \$60,000 / \$1,000 ALL PERIL DEDUCTIBLE / REPLACEMENT

CONTRACT#: L03-0202-AP
BREMF0UR AVIATION GROUP, INC.
DAP BLOCK 2 LOT 2
EXPIRES: 12/30/2026

CERTIFICATE HOLDER OKALOOSA COUNTY BOCC 302 N WILSON STREET, SUITE 301 CRESTVIEW FL 32536	CANCEL
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES EXPIRE PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE 	

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CERTIFICATE OF INSURANCE

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

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:
Bremfour Aviation Group Inc
9724 Kingston Pike Suite 1300
KNOXVILLE, TN 37922

POLICY NUMBER: NAB6504785
POLICY PERIOD: From April 25, 2019 To April 25, 2020
INSURANCE COMPANY: Endurance American Insurance Co.

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

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

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

Subject to Date Change Recognition Endorsement.

Data included in this Certificate valid as of October 10, 2019.

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

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

By:


W. Brown & Associates Insurance Services

Date of Issue: October 10, 2019
Certificate No.: 3

CONTRACT#: L03-0202-AP
BREMFOUR AVIATION GROUP, INC.
DAP BLOCK 2 LOT 2
EXPIRES: 12/30/2026

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N622AB		2012 Cirrus SR22	\$417,000

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

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$2,000,000	Included	XXXX	XXXX

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

ADDITIONAL INSURED / MUNICIPALITY

Policy Number:	NAB6504785	Endorsement #:	9
Named Insured:	BREMFOUR AVIATION GROUP INC		
Company:	Endurance American Insurance Co.	Effective Date:	10/10/2019
Aviation Managers:	<u>W. Scott Brown</u>	Date Issued:	10/10/2019

This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium paid and notwithstanding anything in the policy to the contrary, this endorsement amends the policy as shown below:

The following is included as Additional Insured(s) but only to the extent of liability imposed upon Additional Insured(s) solely as the result of an act or omission of the Named Insured or its employees in connection with the Named Insured's Operations:

As respects 2012 Cirrus SR22 (N622AB):

OKALOOSA COUNTY
5749 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

End of Endorsement – NAX-01-1215

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-23-2017

Contract/Lease Control #: L03-0202-AP

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: BREMFOUR AVIATION GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/07/2006

Expiration Date: 12/30/2026

Description of Contract/Lease: DAP BLOCK 2 LOT 2

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@CO.OKALOOSA.FL.US

Closed:

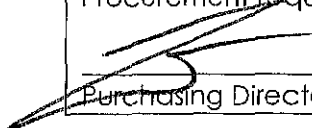
Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L03-0202-AP Tracking Number: 2229-17
Contractor/Lessee Name: Bremfore Aviation Group, LLC Grant Funded: YES NOT
Purpose: Amendment one
Date/Term: 12/31/26 1. GREATER THAN \$50,000
Amount: \$2,374,50 2. GREATER THAN \$25,000
Department: Airports 3. \$25,000 OR LESS
Dept. Monitor Name: Stage/Miner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:


Purchasing Director or designee

Date: 1/27/17
Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written:

Need to provide current COI


Risk Manager or designee

Date: 1-30-17
Laura Porter or Krystal King

County Attorney Review

See approval dated 1/27/2017

Approved as written:

County Attorney

Date: _____
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____



Certificate of Insurance
QBE North America

LO3-0202-AP

This is to certify to
(Certificate Holder):

Okaloosa County
5749 A Old Bethel Road
Crestview, FL 32536

The following policy(ies)
have been issued to:

Bremfour Aviation Group, Inc.
9724 Kingston Pike, Suite 1300
Knoxville, TN 37922

POLICY INFORMATION			
Aircraft Policy No.	100000886	From:	December 7, 2017
Policy Period: This Coverage Is Effective 12:01 A.M.		To:	December 7, 2018
Policy Territory:	Worldwide		
Insurance Company:	QBE Insurance Corporation		

	LIABILITY COVERAGES	Limits of Liability	
		Each Person	Each Occurrence
<input type="checkbox"/>	Bodily Injury	\$	\$
<input type="checkbox"/>	Property Damage	\$	\$
<input type="checkbox"/>	Passenger Bodily Injury	\$	\$
<input checked="" type="checkbox"/>	Single Limit Including Passengers	\$	\$ 2,000,000
<input type="checkbox"/>	Passenger Liability Limited to:	\$	\$

Description of Aircraft	Physical Damage Coverage:	All Risks Ground and In-Flight
FAA	Insured	
Number	Year	Make & Model
N930RA	2016	Socata TBM 930
	Value	Deductibles (NIM/IM)
	\$4,000,000	Nil / Nil

<input type="checkbox"/>	As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced policy.
THE CERTIFICATE HOLDER IS:	
<input type="checkbox"/>	Included as a Loss Payee for Aircraft Physical Damage Coverage.
<input type="checkbox"/>	Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the Insured Value.
<input checked="" type="checkbox"/>	Included as an Additional Insured on Aircraft Liability Coverage but only with respect to the operations of the named insured.
<input type="checkbox"/>	Provided a waiver of subrogation on aircraft physical damage coverage but only with respect to the operations of the named insured.

OTHER COVERAGES / CONDITIONS	
<input checked="" type="checkbox"/>	This coverage includes War Physical Damage Coverage and TRIA
<input checked="" type="checkbox"/>	This coverage includes War Liability Coverage and TRIA

REMARKS:

The Aviation Managers have made provision to give the certificate holder thirty (30) days (10 days for non-pay) written notice of cancellation of any policy above; however, 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.

Date of Issue: December 4, 2017

By: Scott Stewart
(Authorized Representative)
Scott Stewart
QBE North America
210 Interstate N Parkway S.E., Suite 400
Atlanta, GA 30339
770-794-6400

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 27, 2017 9:43 AM
To: Dave Miner; Charles Powell
Cc: Krystal King; David Williams; Lynn Hoshihara
Subject: RE: Bremfour Aviation Amendment One

Good Morning:

The Bremfour Hangar Lease amendment is approved for legal purposes.

Have a good day,
Kerry

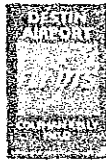
From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Thursday, January 26, 2017 4:03 PM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Bremfour Aviation Amendment One

Charles:

Please send the attached Amendment One for Bremfour Aviation out for coordination.
Thank you.

Dave

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



Destin Executive Airport Hangar Lease Tiered Buy Down Option Program

Lessee Bremfour Aviation Block 2 Lot 2
 Lease # L03-0202-AP

The Okaloosa County Board of County Commissioners approved a Tiered Buy Down Program for any Destin Executive Airport hangar lease with a Board approved ground lease rate greater than \$1.50 per square foot. The program allows a lessee to reduce their Board approved rate to the \$1.50 appraisal rate. This will be retroactive to October 1, 2016 with a flat fee based on the number of years remaining on the current lease term. All other terms and conditions of the lease remain unchanged with the exception of the Care of Premises which will also be updated.

Current Board Approved Ground Rate:	<u>\$ 2.50</u>	Date Approved:	<u>3/10/2014</u>
Current Escalated Rate:	<u>\$ 2.50000</u>	Date Escalated:	<u>3/10/2016</u>
Remaining Lease Term:	<u>10.25</u>	Expiration Date:	<u>12/31/2026</u>



Init: RA

Opt In -Please check and initial this box if you elect the buy down option described above. This signed form must be returned with your fee in the amount of \$ 2,500.00 no later than January 17, 2017. Once signed form and payment are received, we will begin the lease amendment process. All lessees electing this option will be required to sign an amendment to their current lease and this will be presented to the Okaloosa County Board of County Commissioners for approval. The program is expected to be completed by March 7, 2017.



Init: _____

Opt Out -Please check and initial this box if you elect to remain at your current rate. I understand my Board Approved ground lease rate will remain at its current rate of \$ 2.50000 and will continue to escalate annually per the terms in the agreement.

Print Name BREMFOUR
AVIATION

Signature [Signature]

Date 1/

If you have chosen to Opt In, please return this form and your fee (check) in the amount of \$ 2,500.00 no later than January 17, 2017 to begin the agreement amendment process. Please remember that you will be required to sign an amendment to your current lease and return for Board Approval. The new rate is not effective until your amendment is approved by the Okaloosa County Board of County Commissioners. We expect this process to be completed by March 7th, 2017.

Buy Down Option Forms not returned by January 17, 2017 will automatically be considered as an Opt Out to this program. In addition, Buy Down Option Forms that indicate Opt In that are not returned with the fee by January 17, 2017 will not be processed and will automatically will be Opted Out.

Dave Miner

From: Krystal King
Sent: Wednesday, May 24, 2017 3:49 PM
To: Dave Miner
Subject: RE: Certificate of Insurance Bremfour Aviation Compliance

The COI meets the requirements of the contract.

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

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

From: Dave Miner
Sent: Wednesday, May 24, 2017 3:42 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: RE: Certificate of Insurance Bremfour Aviation Compliance

Krystal:

The updated COI for GL is attached for your review.

Dave

From: Krystal King
Sent: Wednesday, May 24, 2017 2:14 PM
To: Dave Miner <dminer@co.okaloosa.fl.us>
Subject: RE: Certificate of Insurance Bremfour Aviation Compliance

The COI showing Property and GL is for someone named Robert F. Devrnja. We need one showing Bremfour has insurance on the building and GL for their presence and actions on the property.

Krystal King
Okaloosa County
Risk Management
(850)689-5977

Fax (850)689-5973

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

From: Dave Miner

Sent: Wednesday, May 24, 2017 1:58 PM

To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>

Cc: Stephanie Herrick <sherrick@co.okaloosa.fl.us>

Subject: Certificate of Insurance Bremfour Aviation Compliance

Krystal:

Please review the attached COI for Bremfour Aviation (L03-0202-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

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

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



AOPA INSURANCE

CERTIFICATE of INSURANCE

This certificate is issued to Okaloosa County Airport Authority
5749 A Old Bethel Road
Crestview, FL 32536

On behalf of Named Insured Bremfour Aviation
3109 TOOLES BEND RD
KNOXVILLE, TN 37922-6447

Insurer Allianz

Issuing Insurer Policy No. MXI93062769 and A3GA000713914AM

Policy Period January 21, 2017 to January 21, 2018

Location of Covered Property Destin-Fort Worth Beach Airport, Destin FL, Hangar # 1

Coverage	Limits of Liability	Coverage	Limits of Liability
Building Limit	\$45,000	Medical Expense	Not Covered
Business Personal Property Limit	Not Covered	Hangarkeeper's Liability Limit	Not Covered
Business Income/Extra Expense Limit	Not Covered	Hangarkeeper's Deductible	N/A
Deductible*	N/A	Garagekeeper's Liability Limit	Not Covered
Wind Deductible	\$10,000	Garagekeeper's Deductible	N/A
Premises Liability Limit	\$1,000,000	War Liability Limit	Not Covered
Damage To Premises Rented To You	Not Covered	TRIA Liability Limit	\$1,000,000
Personal & Advertising Injury Limit	Not Covered		

* All Covered Causes of Loss other than Earth Movement and Water

Additional Coverages or Agreements

1. The Certificate Holder is included as an Additional Insured with respect to operations of the Named Insured, but only with respect to liability for Bodily Injury, or Property Damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises owned by or rented to you. This insurance does not apply to any claim or liability arising out of the use of any product manufactured, sold, handled, or distributed by the above additional Insured.

This certificate is issued for information purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the Certificate Holder and the Named Insured. Notice is hereby given that AOPA Insurance Services is not the Insurer hereunder and shall not be held liable for any loss or damage. Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to provide thirty (30) days advance notice to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

Date of Issue: May 24, 2017

By: *Brenda J. Jennings*
Authorized Representative

AOPA INSURANCE SERVICES
OFFICE 1995 MIDFIELD ROAD WICHITA, KS 67209
MAIL P.O. BOX 9170 WICHITA, KS 67277
P 800-622 AOPA (2672) F 316 942 0091
aopainsurance.org

CONFIDENTIAL

RG

HAN-CERT-AL-AL-COI

2016-11-389528

1512484



Brookfield Place
 200 Liberty Street, 25th Floor
 New York, New York 10281
 P: 212-915-7000 F: 212-945-0829

CERTIFICATE OF INSURANCE

This Is To Certify To: Okaloosa County
 5749 A Old Bethel Road
 Crestview, FL 32536

That The Following Policy(ies) Of Insurance Have Been Issued To: Bremfour Aviation Group, Inc.
 9624 Kingston Pike #1300
 Knoxville, TN 37922

Policy Number: UA00006651AV16A

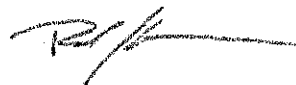
Policy Period: From: 12/07/2016 To: 12/07/2017

Insurance Company: XL Specialty Insurance Company

Registration No.	Make and Model	Year	Insured Value	Deductibles		Limits of Liability	
				Not In-Motion	In-Motion	Each Passenger	Each Occurrence
N1911Y	Socata TBM 850	2011	As Per Policy	As Per Policy	As Per Policy	XXX	\$2,000,000

Other Coverages/Conditions/Remarks:
 The certificate holder(s) are included as additional insured but only with respect to operations of the named insured.
 War Hull included
 War Liability: \$2,000,000 each occurrence and in the annual aggregate

Certificate No. 2
 Date of Issue 12/02/2016



 Authorized Representative

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 all 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.

**AMENDMENT OF LEASE L03-0202-AP
BREMFOUR AVIATION GROUP, INC. HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 21st day of June, 2017, hereby approves this amendment for lease L03-0202-AP ("the Lease Agreement"), between Bremfour Aviation Group, Inc. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on March 10, 2014, Lessee entered into an Assignment of Lease Agreement, L03-0202-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of December 31, 2026; and

WHEREAS, on November 15, 2016 the Board approved a Tiered Buy-Down Option Program. This program enables current lessees with a Board approved rate over \$1.50 to "Opt In" to the new rate by paying a fee based on the lessees remaining lease term, 0 to 5 years \$1,000.00, 6 to 10 years \$2,500.00 and 11 to 20 years \$5,000.00; and

WHEREAS, Lessee desires to Opt In the Tiered Buy-Down program and Lessee's fee, \$1,000.00 (less than six years) has been received; and

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

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

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

AMENDMENT

1. Section 6 a titled "Ground Lease" of L03-0202-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County. Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes ONE THOUSAND FIVE HUNDRED EIGHTY THREE (1,583) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of TWO THOUSAND THREE HUNDRED

SEVENTY FOUR DOLLARS AND FIFTY CENTS (\$2,374.50)
plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L03-0202-AP, is deleted and replaced as follows:

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

3. Section 13 titled "Taxes" of L03-0202-AP, is deleted and replaced as follows:

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

4. Section 18 titled "Insurance" letter "c" of L03-0202-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536 and a copy to

Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

5. Section 27 "Place of Payments" of L03-0202-AP, is hereby deleted and replaced as follows:

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

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

Carolyn Ketchel
Carolyn N. Ketchel, Chairman
Date: 21 June 2017



ATTEST:

Jay J. Stanford
J.D. Peacock II, Clerk
DATE: 6/21/17



LESSEE

Robert Devrnja
Bremfour Aviation Group, Inc.
Robert Devrnja
Date: 3/17/17

ATTEST:

Siffang Behrmann
Witness
Hatu Middletts
Witness

ACKNOWLEDGMENTS

STATE OF Tennessee
COUNTY OF Knox

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

Sworn and subscribed before me this 17th day of March, 2017, AD.



Myra Wilson
NOTARY

My Commission Expires: 7/1/18



CA #12

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: Amendment One to Bremfour Aviation Group, Inc Hangar Lease
DEPARTMENT: Airport
BCC DISTRICT: 5


STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment One of the Bremfour Aviation Group, Inc. Hangar Lease Agreement, Block 2 Lot 2, at the Destin Executive Airport (L03-0202-AP).

BACKGROUND: On March 10, 2014, Bremfour Aviation Group entered into a Lease Agreement for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved a Tiered Buy Down Program which enables current lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessees hangar. Bremfour Aviation Group desires to "Opt In" the new hangar lease rate and the Airport has received the fee. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. The Bremfour Aviation Group certificate of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve Amendment One of the Bremfour Aviation Group Hangar Lease at the Destin Executive Airport as described above.

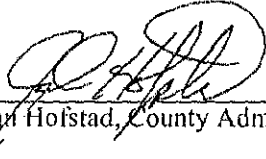
RECOMMENDED BY:


Tracy Stage, Airport Director

6/13/2017

SEARCHED

MCC



John Hofstad, County Administrator 6/13/2017

APPROVED BY:

John Hofstad, County Administrator



CERTIFICATE OF LIABILITY INSURANCE

WILL-01

OP ID: PJ

DATE (MM/DD/YYYY)

07/01/2015

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

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

PRODUCER Waldorff Ins & Bonding - FWB 45 Eglin Parkway NE, Ste 202 Fort Walton Beach, FL 32548 Dale Waldorff	CONTACT NAME: Dale Waldorff
	PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Amerisure Mutual
	INSURER B : St. Paul Fire & Marine Ins Co.
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED Williams Electric Company, Inc
P.O. Box 1807
Fort Walton Beach, FL 32549-1807

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	GL2021805	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> PIP <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA2021803	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		ZUP14S5913613NF	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC2021807	07/01/2015	07/01/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased Equipment		CPP2021804	07/01/2015	07/01/2016	Limit: 150,000 Ded: 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Lot 3, Block 2, Bob Sikes Airport, Crestview, FL, valued at \$125,000.
Certificate holder is added as loss payee and additional insured as respects this hangar only when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
OKALA01 Okaloosa County 602-C N. Pearl Street Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dale Waldorff</i>
L03-0202-AP	

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RECEIVED SEP 23 2013
#2

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L03-0202-AP Tracking Number: 736-13
Contractor/Lessee Name: Williams Electric, INC. Grant Funded: YES ___ NO X
Purpose: AOL to Bremfour Aviation Group, INC.
Date/Term: 12-31-26 1. GREATER THAN \$50,000
Amount: \$4,122.50 per year plus tax 2. GREATER THAN \$25,000
Department: Airports 3. \$25,000 OR LESS
Dept. Monitor Name: David Miner
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 9/20/13
Purchasing Director or designee

Risk Management Review

Approved as written:
[Signature] Date: 9/23/13
Risk Manager or designee

County Attorney Review

Approved as written:
[Signature] Date: 10/4/13
County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager Date: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 10th day of March, 2014, by and between WILLIAMS ELECTRIC, INC., (hereinafter referred to as the "FIRST PARTY") and BREMFOUR AVIATION GROUP, INC., (hereinafter referred to as the "SECOND PARTY/LESSEE").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a Lease Agreement for a hangar at the Destin/Ft. Walton Beach Airport, Lease Renewal dated February 7, 2006, Assignment of Lease dated August 19, 2002, Supplemental Agreement #2 dated October 7, 1997, Assignment of Lease dated June 11, 1991, Assignment of Lease dated December 19, 1988, Assignment of Lease dated March 11, 1979, Supplemental Agreement #1 dated February 24, 1987 and original lease dated September 20, 1978 with a current expiration date of December 31, 2026.

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 lease renewal, assignment of leases, supplemental agreements 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 2 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1:

Change Section 6 a: Ground Lease to read:

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

**LEASE # L03-0202-PW
BREMFOUR AVIATION
DAP BLOCK 2 LOT 2
EXPIRES: 12/31/2026**

Inst# # 2915699 BK: 3139 PG:3143 Page 1 of 5
Recorded 03/13/2014 at 10:22 AM
RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00

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

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 FIVE HUNDRED EIGHTY THREE (1,583) square feet at TWO DOLLARS FIFTY CENTS (\$2.50) per square foot per year for a total annual cost of THREE THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$3,957.50) 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: Bremfour Aviation Group, Inc., Dr. Robert Devrnja, 318 Sand Myrtle Trail, Destin, FL 32541.

SECTION 3:

Add: Legal Description


Block 2 Lot 2: Commence at the Northern-most corner of Lot 22, Block A, Harbor Breeze, as recorded in Plat Book 13, Page 32, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said subdivision for a distance of 88.50 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 248.50 feet; Thence S.37°37'15"E., 8.84 feet to the Southwest corner of an aircraft hangar and the POINT OF BEGINNING; Thence N.52°27'22"E. along West edge of hangar 46.00 feet; Thence S.37°37'15"E 50.00 for a distance of 20.06 feet; Thence S.52°22'45"W., 13.30 feet; Thence S.37°37'15"E., 20.17 feet; Thence S.52°27'22"W. 32.70 feet to Southeast corner of hangar; Thence N.37°37'15"W. for a distance of 40.25 feet to the POINT OF BEGINNING. Parcel described contains 1,583 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 is intentionally left blank)

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



WILLIAMS ELECTRIC, INC.
HARVEY WILLIAMS
FIRST PARTY

ATTESTS:



WITNESS

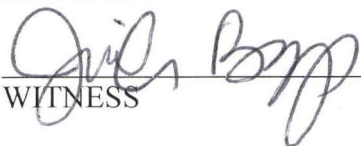


WITNESS




BREMFOUR AVIATION GROUP, INC.
ROBERT DEVRNJA
SECOND PARTY

ATTESTS:




WITNESS



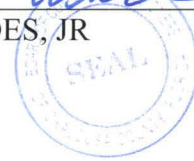
WITNESS

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


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



CHARLES K. WINDES, JR
CHAIRMAN



ATTEST:



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



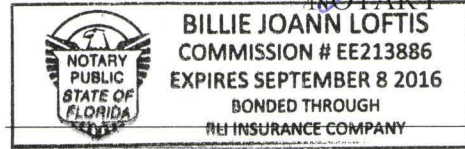
ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared HARVEY WILLIAMS 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 30th day of October, 2013, AD.

Billie Joann Loftis
NOTARY



My Commission expires: _____

Tennessee
STATE OF FLORIDA
COUNTY OF ~~OKALOOSA~~ Knox

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

Sworn and subscribed before me this ____ day of _____, 2013, AD.



Alicia Alexandria Callaway
NOTARY

My Commission expires: 8/29/15

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/26/2002


Contract/Lease Control #: L03-0202-^{AP24}AP4-72 

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

Award To/Lessee: WILLIAMS ELECTRIC COMPANY

Lessor: OKALOOSA COUNTY

Effective Date: 8/19/2002 ~~\$2752.00~~ ^{\$} 52,760.

Term: EXPIRES 1/1/2006 ¹⁰²⁶ 

Description of Contract/Lease: DAP LEASE LOT 2/BLOCK 2

Department Manager: AIRPORT

Department Monitor: J. MORRIS

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed: _____

LEASE FOR HANGAR SPACE

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

WILLIAMS ELECTRIC, INC.

You have exercised your option to renew your lease an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 7th day of February 2006, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and WILLIAMS ELECTRIC, INC. (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 2 Lot 2 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

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

SECTION 1: TERM

This LEASE shall be for a term of TWENTY (20) years and shall take effect on the 1st day of January 2006 and end on the 31st day of December 2026.

L03-0202-AP24-72
LESSEE: WILLIAMS ELECTRIC
DAP LOT 2/BLOCK 2
EXPIRES: 1/1/2026

SECTION 2: AIRCRAFT OWNERSHIP

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: CONSTRUCTION OF HANGAR

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

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1413. The lease includes ONE THOUSAND SIX HUNDRED FORTY NINE (1,649) square feet at ONE DOLLAR AND SIXTY CENTS (\$1.60) cents per square foot per year for a total annual cost of TWO THOUSAND SIX HUNDRED THIRTY EIGHT DOLLARS AND FORTY CENTS (\$2,638.40) plus tax.

b. LEASE CREDITS:

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

c. PAYMENT EFFECTIVE DATE:

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

d. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of

the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

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

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

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or

thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

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

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

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Williams Electric, Inc., Harvey Williams, 695 Denton Blvd., NW, Ft. Walton Beach, Florida, 32547-2150.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

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

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Commence at the intersection of the North Right of Way line of U.S. Hwy 98 & the East line of Calhoun Subdivision; thence N00°38'00"W 1342.05 feet, thence S76°43'30"E 3566.00 feet; thence N01°31'32"W 108.23 feet; thence N02°54'00"W 1143.00 feet; thence S82°34'00"E 5289.50 feet; thence S38°00'00"E 1701.52 feet; thence N52°00'00"E 250.00 feet; thence N38°00'00"W 6600.00 feet; thence S52°00'00"W 1049.43 feet to an existing Concrete Monument (R.L.S. #3420); thence S38°00'00"E 727.50 feet to an existing Concrete Monument (R.L.S. #1179); thence continue S38°00'00"E 1318.10 feet; thence N52°00'00" E 83.53 feet; thence N52°25'40"E 162.19 feet; thence S37°46'36"E 3.55 feet; thence N53°40'13"E 4.62 feet to the Point of Beginning; thence N53°40'13"E 46.00 feet along the hangar; thence S36°19'47"E 21.50 feet; thence S53°40'13"W 13.00 feet; thence S36°19'47"E 20.00 feet; thence S53°40'13"W 33.00 feet along the hangar; thence N36°19'47"W 41.50 feet along the hangar to the Point of Beginning. Containing 1,649 square feet more or less.

SECTION 30: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 30. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Sherry S. Campbell

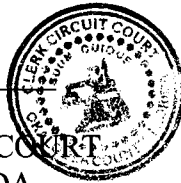
SHERRY S. CAMPBELL
CHAIRMAN



ATTEST:

Gary J. Stanford

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



Harvey Williams

HARVEY WILLIAMS
WILLIAMS ELECTRIC, INC.

Jessica Padgett
WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared HARVEY WILLIAMS 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 12th day of JAN, 2006, AD.

Billie JoAnn Loftis
Notary Public, State of Florida
My comm. exp. Sept. 8, 2008
Comm. No. DD 345621

Billie JoAnn Loftis
NOTARY

My Commission expires: Sept 8, 2008

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE, fully executed this 19th day of August, 2002, by and between F. LLOYD BLUE, JR. (hereinafter referred to as the "FIRST PARTY"), and WILLIAMS ELECTRIC COMPANY, INC., (hereinafter referred to as the "SECOND PARTY"),

WITNESSETH:

WHEREAS, the FIRST PARTY entered into a HANGAR PERMIT AND LEASE (ASSIGNMENT OF LEASE) with the County of Okaloosa, a political subdivision of the State of Florida, effective on June 11, 1991 for LOT 2 BLOCK 2, as shown on file in the office of the Airports Director, totaling TWO THOUSAND EIGHTY SEVEN AND ONE HALF (2,087.5) square feet, AND

WHEREAS, the FIRST PARTY by execution of this Assignment of Lease and in consideration of a fair and reasonable sum assigns his interest in said HANGAR PERMIT and lease to the SECOND PARTY, AND


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 said LEASE, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same, AND

103-0202-AP4-72
LESSEE: WILLIAMS ELECTRIC COMPANY
DAP HANGER LEASE LOT 2/BLK 2
EXPIRES: 1/1/2006

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

IN WITNESS whereof the undersigned have affixed their respective hands and seals on the day, month, and year first above written.

F. LLOYD BLUE, JR.
FIRST PARTY




ATTESTS:



WITNESS

WILLIAMS ELECTRIC CO.
SECOND PARTY



AUTHORIZED REPRESENTATIVE
Harvey Williams

President

TITLE

ATTESTS:

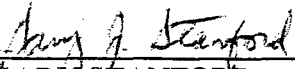


WITNESS - Billie JoAnn Loftis

THIS LEASE IS ADOPTED THIS 17th DAY OF December, 2002
AND IS EFFECTIVE ON THE 19th DAY OF AUGUST, 2002.


JACKIE BURKETT
CHAIRMAN




GARY STANFORD
DEPUTY CLERK



STATE OF FLORIDA
COUNTY OF OKALOOSA WALTON

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared F. LLOYD BLUE, JR., who, under oath, deposes and states that HE is duly authorized to execute contracts and lease agreements and that HE executed the foregoing instrument for the uses and purposes therein contained.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal this 5th day of August, 2002.



Teresa Lischka
My Commission DD002132
Expires April 08, 2005


NOTARY PUBLIC

My Commission expires: 4/8/2005

SUPPLEMENTAL AGREEMENT NUMBER TWO

TO

ORIGINAL LEASE DATED SEPTEMBER 20, 1978

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

F. LLOYD BLUE, JR.

THIS SUPPLEMENTAL AGREEMENT NUMBER TWO made and entered into this 7th day of October, 19 97, by and between OKALOOSA COUNTY, FLORIDA (hereinafter referred to as "COUNTY") and F. LLOYD BLUE, JR. (hereinafter referred to as "LESSEE")

WITNESSETH

WHEREAS, the COUNTY and LESSEE entered into an Assignment of Lease effective June 11, 1991 for original Lease Agreement effective September 20, 1978 Assignment of Lease effective March 11, 1979, and Supplemental Agreement No. One effective September 20, 1987 (hereinafter referred to as "LEASE") for the purpose of permitting LESSEE to erect and maintain one (1) metal hangar for the storage of one (1) airplane on LOT 2 BLOCK 2 Plat No. One at the Destin/Ft. Walton Beach Airport, in the County of Okaloosa, State of Florida;

WHEREAS, this SUPPLEMENTAL AGREEMENT NO. TWO shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in that original Lease Agreement and Supplemental Agreement No. One otherwise not amended in this AGREEMENT,

NOW, THEREFORE, the parties hereto, for, and in consideration of that LEASE, agree as follows to this AGREEMENT as herein set forth:

SECTION 1:

The amended term of the existing LEASE is extended approximately an additional SEVEN (7) years with the new termination date to be JANUARY 1, 2006

SECTION 2:

Section 2 of the original Lease is amended to read as follows: Any and all permanent buildings and improvements hereafter installed, erected, or placed on the Leased Premises, including alterations and repairs shall become, upon termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises, and if any damage does occur on any such removal, LESSEE shall promptly repair the same.

SECTION 3:

Effective the date of execution of this AGREEMENT, LESSEE agrees to pay to COUNTY for the privileges heretofore granted in said LEASE, the sum of SIX HUNDRED EIGHT-EIGHT DOLLARS AND NO CENTS (\$688.88) per year plus applicable sales tax for the remainder of the extended term of said LEASE. This amount shall be payable annually in advance at the location aforementioned in said LEASE for ground lease of LOT 2 BLOCK 2 Plat No. One at the Destin/Ft. Walton Beach Airport totaling TWO THOUSAND EIGHT-SEVEN HUNDRED AND ONE HALF (2,087.5) square feet at THIRTY-THREE (\$0.33) cents per square foot per annum.

SECTION 4:

LESSEE shall, upon written request by COUNTY, provide proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE.

SECTION 5:

The annual rent for each consecutive FIVE (5) year period of the remaining term of the extended LEASE shall be increased to reflect the increase in the Consumer Price Index which, for the purposes of this LEASE, is calculated by the U.S. Department of Labor and Statistics.

SECTION 6:

If LESSEE fails to pay within FIFTEEN (15) days of the due date of the annual lease fees for applicable rents and charges as herein described, LESSEE shall then pay interest to COUNTY at the maximum legal allowable rate authorized by the State of Florida.

SECTION 7:

Section 10 of the original Lease is amended to include the following: Repairs and maintenance of aircraft not individually-owned by LESSEE is strictly prohibited in the leased area. An approved Operating Policy relative to Aircraft Maintenance and Fueling of individually-owned aircraft is attached herewith and made a part of this AGREEMENT as Attachment I for better clarification and compliance procedures. LESSEE shall park ground transportation in IT's leased area only and in a manner so as to not to compromise maneuvering of aircraft and safety of others.

SECTION 8:

Section 12 of the original Lease is amended as follows: After the initial construction and financing of said hangar, all subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of TWENTY-FIVE (\$25.00) dollars to cover the administrative costs.

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

SECTION 9:

Section 15 of the original Lease is amended as follows:

a. LIABILITY: LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limits (CSL) each.

The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant. The policy or policies shall name the COUNTY as an Additional Insured. The policy or policies shall contain a clause that the insurer will not cancel or change the insurance without first giving COUNTY THIRTY (30) days prior written notice. LESSEE shall furnish a Certificate of Insurance to COUNTY as evidence of aircraft liability and public liability prior to occupying the Leased Premises. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

b. PROPERTY: The damage, destruction, or partial destruction of any permanent building or other improvement which is a 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 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 or improvement 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.

SECTION 10:

Section 16 of the original Lease is amended as follows: LESSEE shall protect, indemnify, and hold the COUNTY, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof

(including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Leased Premises or LESSEE's officers, employees, agents, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless the injury, death, or damage is caused by the sole negligence of COUNTY.

COUNTY shall give LESSEE reasonable notice of any such claims or actions. LESSEE, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the COUNTY. The provisions of this Section shall survive the expiration or earlier termination of this LEASE.

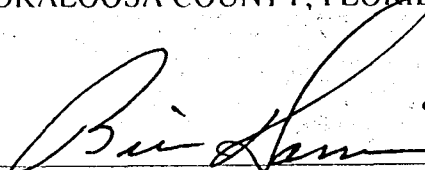
SECTION 11:

This SUPPLEMENTAL AGREEMENT NUMBER TWO consists of Sections 1 and 11, both inclusive, and constitutes the entire Supplemental Agreement Number Two of the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY or LESSEE. The LESSEE agrees that no representations or warranties shall be binding upon the COUNTY unless expressed in writing in this Supplemental Agreement Number Two.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of

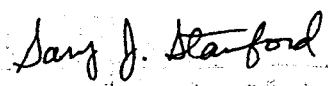
the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

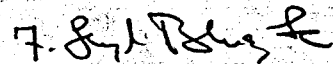

BILL HARRISON
CHAIRMAN



ATTESTS:


GARY STANFORD
FINANCE DIRECTOR




F. LLOYD BLUE, JR.
LESSEE

N/A
AUTHORIZED REPRESENTATIVE

TITLE

ATTESTS:

N/A
SECRETARY

CORPORATE SEAL