CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

11/04/2020

Contract/Lease Control #: <u>L20-0483-AP</u>

Procurement#:

<u>NA</u>

Contract/Lease Type:

<u>LEASE</u>

Award To/Lessee:

EV SERVICES, INC.

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

11/03/2020

Expiration Date:

10/01/2048

Description of:

BLOCK 10 LOT 7

Department:

<u>AP</u>

Department Monitor:

STAGE

Monitor's Telephone #:

<u>850-651-7160</u>

Monitor's FAX # or E-mail: <u>ISTAGE@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS

LEASE: L20-0483-AP EV SERVICES, INC. BLOCK 10 LOT 7 EXPIRES: 10/01/2048

ADDITIONAL INSURED ENDORSEMENT

	consideration of an additional premium of \$ <u>(Included)</u> , the following are included as additional insured , only with respect to the liability coverage afforded by this policy and is subject to the following:
As	respects N721BT
(On	ly the clause(s) indicated by an "X" shall apply.)
X	Excess Liability - Coverage only applies after all other coverage available to the additional insured has been exhausted.
X	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.
X	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.
Add	ditional Insured :
C/C NO	ALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS D DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION, 1701 STATE ROAD 85 IRTH EGLIN AFB, FL 32542
All	other provisions of this policy remain the same.
	s endorsement becomes effective January 2, 2024 to be attached to and hereby made a part of cy NoLA 000306315-02issued to _EV SERVICES, INC.
By _	NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA
End	orsement No. 23
Dat	e of Issue January 2, 2024 By(Authorized Representative)
LAD	D26 (1/05)

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY BOARD OF C	OUNTY COMMISSIONERS
C/O DESTIN-FORT WALTON BEACI	HAIRPORT ADMINISTRATION, 1701 STATE ROAD
85	
NORTH EGLIN AFB, FL 32542	
THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HA	VE BEEN ISSUED TO:
EV CEDVICES INC	

EV SERVICES, INC. 86 SHIRAH DESTIN, FL 32541,

POLICY NO. LA 000306315-02

POLICY PERIOD: From December 28, 2023 to D

to December 28, 2024

Coverage Type and Deductibles

INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.	Limits of L	iability
A. Aircraft Liability Single Limit for Bodily Injury and	\$ 1,000,000.	each occurrence
Property Damage In cluding Passengers, but		
Passenger Bodily Injury Limited within the Single		
Limit to	\$ 1,000,000.	each passenger
B. Medical Expense In cluding crew	\$ 10,000.	each passenger
C. Physical Damage to Your Aircraft	 _	1.5.1.471.1

						Not-in-		Not-in-		
ID Number	Year	Make and Model	Agre	ed Value		Motion		Flight		Flight
N721BT	2009	CIRRUS SR22	\$	550,000.	\$		\$		\$	
						0.		0.		0.
			\$		\$		\$		\$	
			_				_			
			\$		\$		\$		\$	
			œ.		_		Φ.		ф.	
			\$		\$		\$		\$	
			\$		Ф		Ф		\$	
			Ψ		Э		Ψ		Ψ	

THIS CERTIFICATE HOLDER IS:

- 1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted:
- 2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;
- 3. 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** has made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assumes 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 No13172227-23	By Delras Bany
Date of Issue January 2, 2024	(Authorized Representative)
LAD30 (10/16)	

LEASE: L20-0483-AP EV SERVICES, INC. BLOCK 10 LOT 7

EXPIRES: 10/01/2048



GLOBAL AEROSPAC

N EOFS I CTU R N CEE

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

Date: October 10, 2023

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

Policy Period: From October 10, 2023 to October 10, 2024

Global Aerospace, Inc:

Okaloosa County Board of County

Commissioners

302 Wilson Street, Suite 301

Crestview, FL 32536

Policy No: 10184628

Gary Troop and Patricia Brown

511 Larsson Street

Manhattan Beach, CA 90266

Received by

Risk Management

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 Aircrast

1986 PIPER PA-28-181

Identification No.

N91077

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
 - Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE c) 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.

RV.

AIG AEROSPACE INSURANCE SERVICES, INC.

CONTRACT# L20-0483-AP EV SERVICES, INC. BLOCK 10 / LOT 7 EXPIRES: 10/01/2048

(Authorized Representative)

CERTI	FICATE	OF INSURA	NCE			
THIS IS TO CERTIFY TO: OKALOOSA COUNTY 302 WILSON STREET CRESTVIEW, FL 325	, SUITE:		COMMISS	SIONERS		
THAT THE FOLLOWING POLICY/IES OF INSURA EV SERVICES, INC. 86 SHIRAH DESTIN, FL 32541, USA	NCE HA	S/HAVE BEEN	ISSUED '	TO:		
POLICY NO. LA 000306315-01 POLICY PERIOD: From December 28, 2022 INSURANCE COMPANY NATIONAL UNION FIRE		NCE CO. OF F		r 28, 2023 RGH, PA	3	
Coverage only applies as indicated by a specific	limit and	deductible.		Limits	of Liability	
A. Aircraft Liability Single Limit for Bodily Injur Property Damage <u>In</u> cluding Passengers Passenger Bodily Injury Limited within the S	, but		\$	1,000,0	00. each	occurrence
Limit to	angio		\$			passenger
B. Medical Expense In cluding crew C. Physical Damage to Your Aircraft			\$	***		passenger
S. Thysical Damage to Lean Finestan				erage Typ ot-in-	e and Dedu Not-in-	uctibles
ID Number Year Make and Model		greed Value			Flight	Flight
N721BT 2009 CIRRUS SR22	\$	550,000.	\$	\$	\$	
	\$		\$	0. \$	0. \$	0.
	\$				\$	
	\$		\$	\$	Φ	
			\$	\$	\$	
	\$		\$	\$	\$	
THIS CERTIFICATE HOLDER IS: 1. included as additional insured as respects liability additional insured has been exhausted;	coverage	but coverage on	ily applies	after all oth	er coverage	available to the
 included as additional insured as respects liable responsibility of the additional insured for the operalizeraft as owner/lessor; 	ility cover ation of t	rage but cover he aircraft by t	age only he Named	applies wit I Insured, ir	h respect t noluding any	to the vicarious y interest in the
3. included as additional insured as respects liability aircraft;	coverage	but coverage o	nly applies	with respe	ct to the st	orage of insured
included as additional insured as respects liability design, manufacture, modification, repair, sale, or ser	coverage vicing of	but coverage d insured aircraft	oes not ap other than	oply to any ground har	occurrence dling.	arising from the
30 days notice of cancellation Coverage is subject to Date Recognition Exclusion	on Clause	э.			•	
The Aviation Managers has made provision to grabove. But, the Aviation Managers assumes n does not change in any way the actual coverage	o respon	sibility for fail	ure to pr	ovide such	notice. "	n of any policy This certificate

LAD30B (10/16)

Certificate No. _____13044299-12

Date of Issue <u>December 9, 2022</u>

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

101 EAST JAMES LEE CRESTVIEW, FL 32536	,			
THAT THE FOLLOWING POLICY/IES OF INSURAN EV SERVICES, INC. 86 SHIRAH DESTIN, FL 32541, USA	CE HAS/HAVE BEE	N ISSUED T	O:	
POLICY NO. LA 000306315-01 POLICY PERIOD: From December 28, 2022 INSURANCE COMPANY NATIONAL UNION FIRE I	to NSURANCE CO. OI	December	28, 2023 GH, PA	
Coverage only applies as indicated by a specific lir	mit and deductible.		Limits of	Liability
A. Aircraft Liability Single Limit for Bodily Injury a Property Damage In cluding Passengers, be Passenger Bodily Injury Limited within the Sin	out	\$	1,000,000	each occurrence
Limit to B. Medical Expense In cluding crew	gio	\$ \$		each passenger each passenger
C. Physical Damage to Your Aircraft		Cove	rage Type a	ind Deductibles
ID Number Year Make and Model	Agreed Value	Mot		
N721BT 2009 CIRRUS SR22	\$ 550,000	\$	\$	\$
	\$	\$	·. \$	O.
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
THIS CERTIFICATE HOLDER IS: 1. included as additional insured as respects liability covadditional insured has been exhausted;	verage but coverage	only applies a	fter all other	coverage available to the
 included as additional insured as respects liability responsibility of the additional insured for the operational aircraft as owner/lessor; 	y coverage but covern of the aircraft by	erage only ap the Named	oplies with r insured, inclu	espect to the vicarious iding any interest in the
 included as additional insured as respects liability co aircraft; 	verage but coverage	only applies v	vith respect t	to the storage of insured
4. included as additional insured as respects liability codesign, manufacture, modification, repair, sale, or service	verage but coverage cing of insured aircraf	does not app t other than g	ly to any occ round handlir	currence arising from the
30 days notice of cancellation Coverage is subject to Date Recognition Exclusion	Clause.			
The Aviation Managers has made provision to give above. But, the Aviation Managers assumes no does not change in any way the actual coverages	responsibility for fa	ailure to prov	vide such no	
Certificate No13044299-13		nd	am Jams	nd
Date of IssueDecember 9, 2022	Ву	(Auth	orized Repre	esentative)
LAD30B (10/16)				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2022

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). CONTACT NAME: Ryanny Mok Coastal Insurance PHONE (A/C, No. Ext); 850-231-0042 E-MAIL 625 Grand Blvd. ADDRESS: ryanny@coastalcoverage.com Suite 205E Miramar Beach FL 32550 INSURER(S) AFFORDING COVERAGE NAIC# License#; L100460 INSURER A: Covington Specialty Insurance Company 13027 INSURED INSURER B: EV Services Inc. INSURER C: 86 Shirah St Destin FL 32541-3513 INSURER D : INSURER E: INSURER F: COVERAGES **CERTIFICATE NUMBER: 491091183 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 REEN REDUCED BY PAID CLAIMS.

		COOL COUNTRIES CONTRIBUTION OF COOL							
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY	Υ		VBA882247 00	10/16/2022	10/16/2023	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$
		OTHER:	<u></u>	<u></u>					\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		OTUA YNA					:	BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	DE	SURFERION OF OPERATIONS AUTOS ONLY PASSE #1.20-0483-AP	VEHIC	LES (ACORD 101, Additional Remarks Schedule	, may be attache	d if more space i	PROPERTY DAMAGE (Per accident)	\$
	L	ease #L20-0485-AP 101 Airnort Road, Block 12, Bay 10	7 De	stin I	FL 32541				\$
	, i	UMBRELLA LIAB OCCUR	l ' = -					EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANYI	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$
	(Mar	CER/MEMBEREXCLUDED? datory in NH)	"'^					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

CONTRACT# L20-0483-AP EV SERVICES, INC. BLOCK 10 / LOT 7 EXPIRES: 10/01/2048

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County BCC 302 Wilson St. Suite 301 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 Chil H. Lyhl



GLOBAL AEROSPACE, INC

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

Date: October 10, 2022

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 Board of County

Gary Troop and Patricia Brown

Commissioners

511 Larsson Street

302 Wilson Street, Suite 301

Manhattan Beach, CA 90266

Crestview, FL 32536

Policy No: 10184628

Policy Period: From October 10, 2022 to October 10, 2023

COVERAGES:

Limits of Liability Aircraft Liability

Single Limit Bodily Injury and Property Damage \$1,000,000 \$100,000

Liability Including Passengers

Each Occurrence

Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

Identification No.

1986 PIPER PA-28-181

N91077

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:
 - Described in this certificate. a)
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE c) 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.

CONTRACT# L20-0483-AP EV SERVICES, INC. BLOCK 10 / LOT 7 EXPIRES: 10/01/2048

- 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:

POLICY NO.: NAB6510123

ATTACHED TO CERTIFICATE # 1

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

THE CITY OF TORRANCE, THE CITY COUNCIL AND EACH MEMBER THEREOF, AND EVERY OFFICER AND EMPLOYEE OF THE CITY, AND MEMBERS OF BOARDS AND COMMISSIONS 3301 AIRPORT DRIVE TORRANCE, CA 90505

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

EV Services, Inc. 86 Shirah DESTIN, FL 32541

POLICY NUMBER:

NAB6510123

POLICY PERIOD:

From December 28, 2021 To December 28, 2022

INSURANCE COMPANY: Endurance Assurance Corporation

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 December 28, 2021.

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

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

W. Brown & Associates Insurance Services

Date of Issue: December 6, 2021

Certificate No.: 1

CONTRACT # L20-0483-AP EV SERVICES, INC. BLOCK 10 / LOT 7 EXPIRES: 10/01/2048

SCHEDULE OF AIRCRAFT

DESC	CRIPTION OF	AIRCRAFT		
No.	FAA Cert#	Serial #	Year/Make/Model	Insured Value
1	N721BT		2009 Cirrus SR22-GS	\$550,000

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

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

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

Certificate # 1 Page 2 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2021

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

	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT:	f the certificate holder	is an	ADD	TIONAL INSURED, the p	olicy(le	s) must hav	e ADDITION/	AL INSURED provisions	or be	endorsed.
If SUBROGAT	ON IS WAIVED, subject	to th	e teri	ms and conditions of the	policy	, certain poli	cies may rec	uire an endorsement. 🛭	\ state	əment on
	does not confer rights	to the	cert	ificate holder in lieu of s	CONTA	CT				
PRODUCER Arthur	G. Blackwell insurance	e. Ind	. DB	A Coastal Insurance	NAME: Ryality WOK					
	Co Hwy 30A, Suite 10				PHONE (A/C, No	o, Ext); 850-2	231-0042		850-8	37-1014
Santa	Rosa Beach, FL 32459				É-MAIL ADDRE	_{ss:} Ryan	ny@coastalo	coverage.com		
Licens	e #: A022944					IN S	SURER(S) AFFOR	DING COVERAGE		NAIC#
					INSURE	RA: Covin	<u>gton Specia</u>	<u>Ity Insurance Company</u>	<u></u>	-
INSURED EV Se	rvices Inc.				INSURE	R8:				
Gary	Troop; Patti Brown				INSURE	RC:				
86 Sh	irah St				INSURE	RD;				-
Desti	ı, FL 32541-3513				INSURE					
	A-1		0 4 TF	- 1:1111mmm	INSURE	RF:		DEVICION NUMBER.		
COVERAGES				ENUMBER: 80233365-1 INCE LISTED BELOW HAVE		COHED TO TH		REVISION NUMBER:		BEDIOD
INDICATED, NO	TWITHSTANDING ANY RE	QUIR	EMEN	T. TERM OR CONDITION OF	F ANY C	CONTRACT OF	ROTHER DOC	UMENT WITH RESPECT TO	O WHI	CH THIS
CERTIFICATE M	AY BE ISSUED OR MAY P	ERTAI	N, TH	E INSURANCE AFFORDED I	BY THE	POLICIES DE	SCRIBED HEF	REIN IS SUBJECT TO ALL T	HE TE	RMS,
		ADDL	SUBR	LIMITS SHOWN MAY HAVE	DECINI	POLICY EFF (MM/DD/YYYY)		· · · · · · · · · · · · · · · · · · ·		
*************************************	E OF INSURANCE	_	WVD	POLICY NUMBER				LIMIT		1,000,000
		Y		VBA83013100		10/16/2021	10/16/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
CLA!	IS-MADE X OCCUR								\$	
		-	Ī					MED EXP (Any one person)	\$	5,000 1,000,000
								PERSONAL & ADV INJURY	\$	2,000,000
F-1 #	ATE LIMIT APPLIES PER: PRO- JECT LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
X POLICY	LOC							PRODUCTS - COMPTOP AGG	\$	
OTHER:	ABILITY	 						COMBINED SINGLE LIMIT	s	
ANY AUTO								(Ee accident) BODILY INJURY (Per person)	\$	
OWNED	SCHEDULED							BODILY INJURY (Per accident)	\$	
AUTOS ON HIRED	NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
AUTOS ON	LY AUTOS ONLY							(Fai accident)	\$	
UMBRELL	LIAB OCCUR	1						EACH OCCURRENCE	s	***************************************
EXCESS L	 	=						AGGREGATE	\$	
DED	RETENTION\$								\$	
WORKERS COM	PENSATION	1	1					PER OTH- STATUTE ER		
AND EMPLOYER ANY PROPRIETO	RIPARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBI (Mandatory in N	4)	"'A	1					E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe u DESCRIPTION O	ider F OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
									i	
			<u></u>					W.W.	<u> </u>	
				101, Additional Remarks Schedu	ie, may b	e attached If mor	e space is requir	ed)		
KE: 1001 Airp	ort Road, Block 12, B	ay n) į , D	estiii, FL, 32341						
					0.11	2011 67101				
CERTIFICATE H	OLDER				CANO	CELLATION				
					SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C	ANCEL	LED BEFORE
Ok	aloosa County BCC	:						OF, NOTICE WILL BE DELIVEY PROVISIONS.	ERED	IN
		-			, ,,,,,,	・ついひつけした りだ		, , , , , , , , , , , , , , , , , , ,		

302 Wilson St. Suite 301 AUTHORIZED REPRESENTATIVE Crestview, FL 32536

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GLOBAL AEROSPACE, INC

CERTIFICATE OF INSURANCE

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

Date: October 10, 2021

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 Board of County

Commissioners

302 Wilson Street, Suite 301

Crestview, FL 32536

Policy No: 10184628

Gary Troop and Patricia Brown

511 Larsson Street

Manhattan Beach, CA 90266

Policy Period: From October 10, 2021 to October 10, 2022

COVERAGES:

Aircraft Liability

Limits of Liability

Single Limit Bodily Injury and Property Damage \$1,000,000

Liability Including Passengers

\$1,000,000 Each Occurrence \$100,000

Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

1986 PIPER PA-28-181

Identification No.

N91077

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.

- 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:



GLOBAL AEROSPACE, INC

OFCE Ν

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

Date: October 10, 2021

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 Board of County

Commissioners

302 Wilson Street, Suite 301

Crestview, FL 32536

Policy No: 10184628

Gary Troop and Patricia Brown

511 Larsson Street

Manhattan Beach, CA 90266

Policy Period: From October 10, 2021 to October 10, 2022

COVERAGES:

Aircraft Liability

Limits of Liability

Single Limit Bodily Injury and Property Damage \$1,000,000

Liability Including Passengers

Each Occurrence

\$100,000

Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

1986 PIPER PA-28-181

Identification No.

N91077

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:

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

CONTRACT # L20-0483-AP **EV SERVICES** BLOCK 10 LOT 7 EXPIRES: 10/01/2048

- 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.
- 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 after the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

pv.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

	UBROGATION IS WAIVED, subject t s certificate does not confer rights to							uire an endorsement. A	state	ement on
PRODU	JCER				CONTACT Ryanny Mok					
	Arthur G. Blackwell Insurance, Inc. DBA Coastal Insurance 5410 E. Co Hwy 30A, Suite 101				PHONE (A/C. No.	. EXII: —	31-0042	FAX (AJC, No):	850-8	37-1014
	Santa Rosa Beach, FL 32459	•]	E-MAIL ADDRES	s: Ryan	ny@coastalc	coverage.com		
	License #: A022944					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
					INSURE	RA: Coving	gton Specia	<u>Ity Insurance Company</u>		
INSUR	EV Services Inc.				INSURE	RB:				
	Gary Troop; Patti Brown			INSURE	RC:					
	86 Shirah St			INSURER D :						
	Destin, FL 32541-3513				INSURE	RE:				
					INSURER F:				<u> </u>	
				NUMBER: 80233365-1				REVISION NUMBER:	-	
IND CEI EXC	S IS TO CERTIFY THAT THE POLICIES O ICATED. NOTWITHSTANDING ANY REC RTIFICATE MAY BE ISSUED OR MAY PE CLUSIONS AND CONDITIONS OF SUCH	QUIRE RTAIN POLIC	MEN N, THI CIES.	T, TERM OR CONDITION OF E INSURANCE AFFORDED E LIMITS SHOWN MAY HAVE	E ANY C BY THE BEEN R	ONTRACT OF POLICIES DE REDUCED BY	ROTHER DOC SCRIBED HER PAID CLAIMS.	UMENT WITH RESPECT TO REIN IS SUBJECT TO ALL T	O WHI	CH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	*
A	X COMMERCIAL GENERAL LIABILITY	Υ		VBA83013100		10/16/2021	10/16/2022		\$	1,000,000
_	CLAIMS-MADE X OCCUR				ļ			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	5,000
_								PERSONAL & ADV INJURY	\$	1,000,000
_	GEN'L AGGREGATE LIMIT APPLIES PER:					•		GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-							PRODUCTS - COMPLOP AGG	او	

COMBINED SINGLE LIMIT OTHER: AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be RE: 1001 Airport Road, Block 12, Bay 107, Destin, FL, 32541

CONTRACT # L20-0483-AP **EV SERVICES** BLOCK 10 LOT 7 EXPIRES: 10/01/2048

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County BCC 302 Wilson St. Suite 301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Crestview, FL 32536	AUTHORIZED REPRESENTATIVE (RMK)



GLOBAL AEROSPACE, INC

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

Date: October 10, 2021

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 Board of County

Gary Troop and Patricia Brown

Commissioners

511 Larsson Street

302 Wilson Street, Suite 301

Manhattan Beach, CA 90266

Crestview, FL 32536

Policy No: 10184628

Policy Period: From October 10, 2021 to October 10, 2022

COVERAGES:

Aircraft Liability

Limits of Liability

Single Limit Bodily Injury and Property Damage

\$1,000,000

\$100,000

Liability Including Passengers

Each Occurrence

Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

1986 PIPER PA-28-181

Identification No.

N91077

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:
 - Described in this certificate, a)
 - Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF b) SUBSTITUTE AIRCRAFT; or
 - 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.

CONTRACT # L20-0483-AP EV SERVICES, INC **BLOCK 10 LOT 7** EXPIRES: 10/01/2048

- 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:

POLICY NO.: NAB6508205

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 302 WILSON STREET, SUITE 301 CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

EV Services, Inc. 86 Shirah DESTIN, FL 32541

POLICY NUMBER:

NAB6508205

POLICY PERIOD:

From December 28, 2020 To December 28, 2021

INSURANCE COMPANY: Endurance Assurance Corporation

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 December 28, 2020.

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.

Date of Issue: December 18, 2020

Certificate No.: 2

EXPIRES: 12/28/2021

POLICY NO.: NAB6508205

SCHEDULE OF AIRCRAFT

DES	CRIPTION OF	AIRCRAFT		
No.	FAA Cert#	Serial #	Year/Make/Model	Insured Value
1	N721BT		2009 Cirrus SR22-GS	\$500,000

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

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

M	MEDICAL EXPENSES						
N	ο.	Including Crew	Each Person	Each Occurrence			
1	1	Yes	\$5,000	\$20,000			

Certificate # 2 Page 2 of 2



GLOBAL AEROSPACE, INC

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

Date: October 10, 2020

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 Board of County

Commissioners

302 Wilson Street, Suite 301

Crestview, FL 32536

Policy No: 10184628

Gary Troop and Patricia Brown

511 Larsson Street

Manhattan Beach, CA 90266

Policy Period: From October 10, 2020 to October 10, 2021

COVERAGES:

Okaloosa County BOCC

Aircraft Liability

Single Limit Bodily Injury and Property Damage \$1,000,000

Liability Including Passengers

Limits of Liability

\$100,000

Each Occurrence OCT 2 1 2020 Each Passenger

AIRCRAFT:

Received by Risk Management

Year, Make and Model of Aircraft

1986 PIPER PA-28-181

Identification No.

N91077

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.

CONTRACT #: L20-0483-AP **EV SERVICES, INC.** PATRICIA L. BROWN AND GARY TROOP **EXPIRES: 10/01/2048**

- 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:

L 201183-AP

POLICY NO.: NAB6506107 ATTACHED TO CERTIFICATE # 4

CERTIFICATE OF INSURANCE

Okaloosa County BOCC

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 302 WILSON STREET, SUITE 301 CRESTVIEW, FL 32536

OCT 212020

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

Received by Risk Management

EV Services, Inc. 86 Shirah DESTIN, FL 32541

POLICY NUMBER:

NAB6506107

POLICY PERIOD:

From December 28, 2019 To December 28, 2020

INSURANCE COMPANY: Endurance Assurance Corporation

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 September 25, 2020.

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.

Bv:

W. Brown & Associates Insurance Services

Date of Issue: September 25, 2020

Certificate No.: 4

CONTRACT #: L20-0483-AP

EV SERVICES, INC.

PATRICIA L. BROWN AND GARY TROOP

EXPIRES: 10/01/2048

SCHEDULE OF AIRCRAFT

POLICY NO.: NAB6506107

DES	CRIPTION OF	AIRCRAFT		
No.	FAA Cert#	Serial #	Year/Make/Model	Insured Value
1	N721BT		2009 Cirrus SR22-GS	\$500,000

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

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

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

Certificate # 4 Page 2 of 2

CONTRACT#: L20-0483-AP

EV SERVICES, INC. BLOCK 10 LOT 7 EXPIRES: 10/01/2048

<u>mangar Lease Agreement</u> <u>With EV Services, Inc. (L20-0483-AP)</u> At the Destin Executive Airport (DTS)

This hangar lease agreement is executed and entered into on the dates set forth below, effective at midnight on the day after Lease L03-0213-AP at the Destin Executive Airport is terminated (the "Effective Date"), by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N. Eglin Parkway, Suite 100, Shalimar, FL 32579, Florida, and EV Services, Inc., hereinafter referred to as "Lessee", whose principal address is 86 Shirah Street, Destin, FL 32541

The Lessor and Lessee, for the consideration herein set forth, agree as follows:

SECTION ONE Leased Premises

- 1.1 Effective at 11:59 P.M. on the day Lease L03-0213-AP at the Destin Executive Airport (DTS) is terminated, Lessor will take sole possession of the real property commonly referred to as Block 10 and Block 11 at DTS and the hangars located thereon. Lessor hereby leases that certain real property and improvements at DTS, as indicated in the attached and incorporated Exhibit A, located at BLOCK 10 LOT 7, also known as Hangar 12-107 ("Leased Premises"), to Lessee for the following purposes:
 - a. Hangar Space, to occupy and maintain one (1) or more individually-owned/corporate-owned airplane(s) at the Leased Premises. Lessee shall provide written confirmation to the Lessor of proof of ownership of airplane. If the airplane is in a company's name and not under the Lessee's name, proof of partial or full ownership in the company which owns the airplane must be provided to the Lessor.
 - b. In the event the Lessee's only airplane is sold, damaged, destroyed, or permanently removed for any reason, Lessee shall have one (1) year to replace the airplane, otherwise this lease shall be voided at the Lessor's discretion.
 - c. Additional airplanes may be stored in the hangar temporarily with proper notice to Lessor provided that proof of required insurance coverage is provided to Lessor prior to the additional airplane being stores in the hangar.
 - d. No other use is authorized for any portion of the Leased Premises. For the avoidance of doubt, the use of the Leased Premises consistent with Section 11.1 below shall not be considered an unauthorized use.
- 1.2 The Lessee shall enjoy use of the airport facilities, i.e., runway, taxiway, etc. as the Destin Executive Airport is a Public Use Airport.

SECTION TWO Lease Term

2.1 The term of this Lease shall begin as of the Effective Date and the expiration date of this lease will be October 1, 2048 (the "Term"). This Lease does not have any additional renewal options.

Page 1 of 26 L20-0483-AP

SECTION THREE Rent

- A hangar lease fee of Two and No/100 Dollars (\$2.00) per square foot per year is established for the land and hangar, as depicted on Exhibit A. The Lessee shall pay to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The hangar lease fee for the entire year shall be due and payable in advance on October 1st of each lease year. The Lease includes Three Thousand Nine Hundred (3,900) square feet at Two and No/100 Dollars (\$2.00) per square foot per year for a total annual cost of Seven Thousand Eight Hundred and No/100 Dollars (\$7,800.00), plus tax.
- 3.2 If Lessee fails to pay the hangar lease rent within thirty (30) days of billing, Lessee shall then pay interest to the Lessor 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 ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement.
- 3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, recording and doc fees, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee of failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR Escalation

4.1 The hangar lease shall be modified annually to reflect the change 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).

SECTION FIVE Representations by Lessor

5.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION SIX Utilities

6.1 The Lessee agrees to pay all charges for utility services and costs of tap fees, installations, including water, oil/water separation, heat, light, power, sewage and garbage provided to the Leased Premises.

SECTION SEVEN Improvements

- 7.1 Lessor agrees to complete a full roof sealcoat by 2030 and a roof replacement by 2040 at the Lessor's sole cost and expense.
- 7.2 All other maintenance, repairs, and upkeep to the Leased Premises and any item connected to the hangar are to be performed by the Lessee to include, but not limited to, all mechanical, all electrical, all plumbing, hangar door, associated equipment and hardware, routine and preventative maintenance, and any replacements.
- 7.3 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 the Lessor and shall not be removed for the Leased Premises. Notwithstanding the foregoing, 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, originally installed by the Lessee, 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 EIGHT Building, Alterations and Permits

8.1 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 the Lease. Lessor 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 NINE Mechanics' Liens

9.1 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, 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 Leases Premises or any part thereof, nor as giving Lessee any 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 Leased Premises, including buildings.

SECTION TEN Maintenance in Leased Premises

10.1 Lessee shall insure that all aircraft maintenance performed in the Leased Premises is in accordance with the Federal Aviation Regulations (FARs).

SECTION ELEVEN Care of Leased Premises

- 11.1 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 hangar 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 Lessor's premises. No items, of any nature or kind, are to be stored outside or in the vicinity of the hangar. The Lessee and all individuals associated with the Lessee's business are required to follow all current, future or amended Airport Rules and Regulations.
- 11.2 Lessee shall not store outside the hangar items of any nature or kind to include, but not limited to, trailers, recreational vehicles, passenger vehicles, oil drums, barrels, aircraft parts, junk, trash, scrap metal, and any item that would otherwise interfere with any activities that take place on an active airport.

SECTION TWELVE Unlawful or Dangerous Activity

- 12.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity, and shall further immediately notify the Airports Director.
- 12.2 Furthermore, Lessee shall not commit or suffer to be committed on said premises, any waste, nuisance or unlawful act.

SECTION THIRTEEN Solid and Hazardous Waste

13.1 A. If Lessee is deemed to be a generator of hazardous waste, as defined by Federal, State or local law, Lessee shall obtain an identification number from the U.S. Environmental Protection Agency ("AEPA") and the appropriate generator permit and shall comply with all Federal, State and local laws and regulations promulgated there under, including, but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

- B. Lessee agrees to provide County within ten (10) days after the County requests copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans and material safety data sheets prepared or issued in connection with Lessee's use of the Leased Premises.
 - C. Hazardous Substances: The term "Hazardous Substance" means any substance:
 - 1. The presence of which requires or may later require notification, investigation or remediation under any environmental law: or
 - 2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. '9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901 et seq.) and the associated regulations; or
 - 3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental County, agency, department, commission, board, agency or instrumentality of the United States, or any political subdivision within any state; or
 - 4. The presence of which on the Leased Premises causes or threatens to cause a nuisance on the Leased Premises or to adjacent properties or poses or threatens to pose a hazard to the Leased Premises or to the health or safety of persons on or about the Leased Premises: or
 - 5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
 - 6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
 - 7. That contains or emits radioactive particles, including, without limitation, radon gas.

SECTION FOURTEEN Insurance

- 14.1 Lessee agrees to carry and maintain all policies outlined in Exhibit D at all times during the Term.
- 14.2 Lessor agrees to maintain Property (Hangar) Insurance on the Leased Premises at all times during the Term for the full replacement value of the Leased Premises at the Lessor's sole cost and expense. Lessee is responsible for insuring all hangar contents, personal property and aircraft at all times during the Term.

SECTION FIFTEEN Indemnification and Hold Harmless

- 15.1 To the fullest extent permitted by law and to the extent not covered by any applicable insurance policies, Lessee shall indemnify and hold harmless Lessor, its officers and employees from expenses, 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 arising out of either:
 - a. A failure by Lessee to perform any of the terms and conditions of this Lease.
 - b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
 - c. Failure to comply with any law of any governmental authority having jurisdiction,
 - d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION SIXTEEN Commercial Activity

16.1 No commercial activity of any nature or kind is allowed on the Leased Premises. For the avoidance of doubt, the use of Lessee's aircraft in the business of Lessee and its affiliates, if any, shall not constitute commercial activity.

SECTION SEVENTEEN Non-Discrimination

17.1 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) the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, 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, Lessor shall have the right to terminate the lease and to renter 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 EIGHTEEN Easements, Agreements, or Encumbrances

18.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

SECTION NINETEEN Liability; Risk of Loss

- 19.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the Leased Premises for inspection or necessary repair purposes.
- 19.2 Lessee assumes the risk of loss or damage to the contents only inside of the Leased Premises, whether from windstorm, fire, earthquake, or any other cause whatsoever.
- 19.3 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 except that the portion of the Lease Term during which the Leased Premises cannot be occupied shall have the rent abated and an equal extension of time shall be added to the Term. In case of damage to or destruction of any such building or improvement, the Lessor shall promptly collect all applicable insurance proceeds and repair or replace the Leased Premises to a condition as good or better than that existed prior to the damage or destruction.

SECTION TWENTY Rights of Lessor

- 20.1 It is understood and agreed that Lessor may, in connection with future development of the Airport, require the Leased Premises for permanent buildings and/or other development. In such case, Lessor shall give written notice to Lessee. After thirty (30) days from said written notice, Lessor shall have the right at Lessor's expense, to remove said hangar and erect it, with its improvements, at a different location at the Airport as designated in writing by Lessor, provided that the new location is reasonable, feasible, and accessible to the taxiways and runways. Any and all rent otherwise due hereunder shall be abated during the period of time in which the Leased Premises is unavailable for use by the Lessee and an equal extension of time shall be added to the Term.
- 20.2 Lessor reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage or 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 airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport.

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- 20.3 Lessee expressly agrees for itself, its successors, and assigns the right to prevent any use of the Leased Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.
- 20.4 Lessee expressly agrees for itself, its successors, and assigns, the right to restrict the height of structures, objects, of natural growth, and other obstructions on the Leased Premises to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION TWENTY-ONE Waivers

21.1 The failure of Lessor or Lessee to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies such party may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-TWO Notice

22.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:

Airports Director Okaloosa County Airports 1701 State Road 85 North, Suite 1 Eglin AFB, FL 32542-1498

As to Lessee:

EV Services, Inc. Patricia L. Brown and Gary Troop 86 Shirah Street Destin, FL 32541

SECTION TWENTY-THREE Assignment or Sublease

All subsequent transfers and assignments of this Lease shall require the prior written approval of the Lessor and payment of Approval Fee of One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate. During the entire term of the Lease the hangar 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 established in this lease. Lessee shall have thirty (30) days after the County's consent to assignment to exercise a right of transfer or assign. Otherwise,

should the transfer or assignment not be approved, the One Thousand and No/100 Dollars (\$1,000.00) or the current approval fee rate shall be refunded.

- 23.2 Lessee shall not assign this Lease at any given time without prior written consent of Lessor.
- 23.3 Lessee shall not sublet or "loan" space or share the Leased Premises in whole or in part for the entirety of this agreement.
- 23.4 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 TWENTY-FOUR Hangar Inspections

- 24.1 Lessor will conduct an annual hangar inspection each year through the expiration of this agreement. Lessee is expected to be available or have the hangar available for the County representative to inspect the hangar and Leased Premises to ensure that everything is in full compliance with this lease agreement.
- 24.2 Lessor has the right to inspect the Leased Premises at any time upon reasonable notice.

SECTION TWENTY-FIVE

25.1 This section is intentionally left blank.

SECTION TWENTY-SIX Compliance with Governmental Procedures

26.1 Lessee shall comply with 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 Lessor. 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 TWENTY-SEVEN Surrender of Possession

27.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease Term, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION TWENTY-EIGHT Default or Breach

- 28.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
 - a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
 - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.
 - c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after written notice thereof by Lessor to Lessee.
 - d. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of Fifteen (15) days after written notice thereof by Lessor to Lessee or, if the performance cannot be reasonably attained within the fifteen (15) day period, or Lessee has not in good faith commenced performance within the Fifteen (15) day period and has not diligently proceeded to completion of performance. Whether Lessee diligently proceeded shall be determined at the sole discretion of the Lessor but shall not be unreasonably concluded.
 - e. If the Lessee fails to maintain in full force and affect the insurance coverage required in this Lease agreement or fails to name Lessor as an additional insured on such insurance policies.
 - f. If the Lessee fails to respond to a written notice from the Lessor stating its belief that the Lessee vacated or abandoned the Leased Premises within fifteen (15) days.
 - g. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, unless the assignment or transfer is approved by the Lessor in the manner herein permitted.
 - h. If the Lessee fails to take possession of the Leased Premises on the Term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION TWENTY-NINE Effect of Default

- 29.1 In the event of any default hereunder, as set forth in this Lease agreement, the rights of Lessor shall be as follows:
 - a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than Fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the Term.
 - b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein to third parties or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain in the Leased Premises until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
 - c. Lessor may re-enter the Leased Premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
 - d. Lessor shall have any other remedy available by law.

SECTION THIRTY Applicable Law and Venue

30.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

SECTION THIRTY-ONE Federal Requirements

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

SECTION THIRTY-TWO Public Records

32.1 Lessee agrees to comply with Florida's Public Record laws, including, but not limited to those set forth in Exhibit C, attached hereto and incorporated herein.

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SECTION THIRTY-THREE Construction and Application of Terms

33.1. 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 of 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 THIRTY-FOUR Entire Lease; Applicable to Successors

34.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

(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,

OKALOOSA COUNTY, FLORIDA

Robert A. "Trey" Goodwin III Chairman, Board of County Commissioners

J. D. Peacock II

Clerk of Circuit Court

EV Services, Inc.
Patricia L. Brown
Date:

MITNESS WITNESS

ACKNOWLEDGEMENTS

STATE OFCOUNTY OF	
The foregoing instrument was acknown online notarization, this is personally known to me or has produced tion	owledged before me by means of X physical presence $0-06-20^{-20}$ by PATRICIA L. BROWN. He/She as identifica
Sworn and subscribed before me th	is 6 day of 2020
SHAWN RUMFELT Commission # GG 156178 Expires October 30, 2021 Bonded Thru Budget Notary Services	Shown Rumble NOTARY (Printed Name)
	Commission Number: 157178

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Lessee:
EV Services, Inc. Gary Troop
Date: 10/06/2020
TAL AM WITNESS
WITNESS
STATE OF FCOUNTY OF Lite Ton
The foregoing instrument was acknowledged before me by means ofphysical presence or online notarization, this (C-C-2020 by GARY TROOP. He/She is personally known to me or has produced as identification
Sworn and subscribed before me this day of 2020
SHAWN RUMFELT Commission # GG 156178 Expires October 30, 2021 Borded Thru Budget Notary Services NOTARY (Signature) NOTARY (Printed Name) Commission Number:

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Exhibit A Leased Premises



Exhibit "B" General Civil Rights Provisions

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

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

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

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

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

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

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above non-discrimination 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 if any such violation or alleged violation is not cured within ten (10) days after Lessee receives written notice therof.
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Lessee will there upon revert to and vest in and become the absolute property of Lessee and its assigns.*

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,
 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage
 and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of
 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the
 terms "programs or activities" to include all of the programs or activities of the Federal-aid
 recipients, sub-recipients and contractors, whether such programs or activities are Federally
 funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI,
 you must take reasonable steps to ensure that LEP persons have meaningful access to your
 programs (70 Fed. Reg. at 74087 to 74100);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of lease award or within thirty (30) days after assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Lessee may choose to verify only employees assigned to the lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 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 Lessee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Lessee, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the lessee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Lessee, then the Lessee must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

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

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

Subleases. The Lessee shall include the requirements of this clause, including this paragraph ϵ (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 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, 302 NORTH WILSON STREET, SUITE 301, 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.

Exhibit D Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS FOR HANGER LEASES

INSURANCE REQUIREMENTS

- 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. Beat & 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.

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- 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

- 1. 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.
- 2. 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.
- 3. Okaloosa County shall be listed as a loss payee on all property insurance policies.

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:

INSURANCE TYPE

- 1. Workers' Compensation
 - 1.) State
 - 2.) Employer's Liability
- 2. General Liability
- 3. Aircraft Liability

LIMIT

Statutory

\$100,000 each accident

\$1,000,000 each occurrence (A combined single limit)

\$1,000,000 each occurrence (A combined single limit)

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 302 Wilson Street, Suite 301 Crestview FL 32536 USA

- 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 non-payment 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 Risk Management Department 302 Wilson Street, Suite 301 Crestview FL 32536 USA

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- 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

- 1. 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.
- 2. The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.
- 3. Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- 4. 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/GONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Nur	
Procurement/Contractor/Lessee:	Name: EV SAYVICAS, To Grant Funded: YESNO_\(\)
Date/Term; 10-1-48	1. (EX GREATER THAN \$100,000
Department # 42/0K	2. 🔲 GREATER THÂN \$50,000
Account#: 344663	3 🔲 \$50,000 OR LESS
Amount:	Dept. Monitor Name; Stare
Producement of Contract/Léase re	Purchasing Review equiforments are met:
Oldo noc	Date: <u>924-20</u> 20 Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheriage
201 Approved as written:	R Compliance Review (if required) Grant Name:
Grants Coordinator	Datielle Garcia:
Approved as written: SUL	Risk Management Review LNAU ATBAULA Date: 925-2024
Risk Manager or designee	Edith Gibson or Karen Donaldson
Approved as written: See	County Attorney Review Doub CHLOCHE Date: 9-14-cold
County Attorney	Date:
Department Funding Confirmed:	Department Funding Review
Willia Mom	Date: 9-25-2020
Approved as written:	iT Review (if applicable)
	Date:

DeRita Mason

From:

Patrick Gardner

Sent:

Thursday, September 24, 2020 1:04 PM

To:

DeRita Mason

Cc:

Tracy Stage; Allyson Oury

Subject:

FW: Block 10-11 - form Hangar Lease redline (9-8-20)

Attachments:

Block 10 Lot 4 Hangar Lease.pdf; Block 10 Lot 5 Hangar Lease.pdf; Block 10 Lot 6 Hangar Lease.pdf; Block 10 Lot 7 Hangar Lease.pdf; Block 11 Lot 1 Hangar Lease.pdf; Block 11 Lot 2 Hangar Lease.pdf; Block 11 Lot 3 Hangar Lease.pdf; Purchasing Lease

Numbers.xlsx

Good Afternoon DeRita,

Ludwig is requesting to cancel his lease agreement L03-0213-AP with the County and each of the 7 current subleases will have direct leases with the County.

I have attached all 7 Lease agreements that have been reviewed by Legal, see below for Kerry's approval.

To be able to finalize the agreements for signatures I will need the new Lease numbers for all 7.

Attached are the agreements, an excel file to fill out the 7 new lease numbers, and the below approval for coordination.

Thank you!

Patrick Gardner II
Airports Compliance Officer
Okaloosa County

From: Tracy Stage

Sent: Thursday, September 24, 2020 11:57 AM To: Patrick Gardner To: Patrick Gardner

Subject: FW: Block 10-11 - form Hangar Lease redline (9-8-20)

From: Parsons, Kerry < KParsons@ngn-tally.com > Sent: Monday, September 14, 2020 9:46 AM
To: Tracy Stage < tstage@myokaloosa.com >

Subject: RE: Block 10-11 - form Hangar Lease redline (9-8-20)

Tracy the revisions look fine. 🤏 🍇

Kerry A. Parsons, Esq.
Nabors
Giblin
Nickerson
178881478 87 118
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308

DeRita Mason

From:

Lisa Price

Sent:

Friday, September 25, 2020 8:36 AM

To:

DeRita Mason; Allyson Oury; Patrick Gardner

Subject:

RE: General Services Insurance Requirements for HANGER LEASES 3.26.19.docx

They are approved.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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: Friday, September 25, 2020 8:35 AM

To: Lisa Price < | price@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>; Patrick Gardner

<pgardner@myokaloosa.com>

Subject: RE: General Services Insurance Requirements for HANGER LEASES 3.26.19.docx

Lisa,

Are the new leases approved now, are do you need to see something back from the airport?

DeRita Mason



DeRita Mason Contracts and Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, Florida 32536



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2020

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). CONTACT NAME: Ryanny Mok Arthur G. Blackwell Insurance, Inc. DBA Coastal Insurance FAX (A/C, No): 850-837-1014 850-231-0042 5410 E. Co Hwy 30A, Suite 101 Santa Rosa Beach, FL 32459 Ryanny@coastalcoverage.com ADDRESS: License #: A022944 INSURER(S) AFFORDING COVERAGE NAIC#

					INSURE	RA: Covin	gton Specia	Ity Insurance Company		
EV Services Inc. Gary Troop; Patti Brown			INSURER B:							
			INSURER C:							
86 Shirah St			INSURER D:							
	Destin, FL 32541-3513				INSURE	RE:				
	Destin, 1 2 02041-0010				INSURER F:					
				NUMBER: 80233365-6				REVISION NUMBER:		
CERT EXCL	IS TO CERTIFY THAT THE POLICIES C CATED. NOTWITHSTANDING ANY REC TIFICATE MAY BE ISSUED OR MAY PEI LUSIONS AND CONDITIONS OF SUCH I	NUIREI RTAIN POLIC	VIEN , THI IES.	T, TERM OR CONDITION OF E INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE	ANY C	ONTRACT OF POLICIES DE	OTHER DOC SCRIBED HER	UMENT WITH RESPECT TO REIN IS SUBJECT TO ALL T	OIHW C	CH THIS
INSR LTR	TYPE OF INSURANCE	ADDL S	UBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A X		Y		VBA778588 00		10/16/2020	10/16/2021	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR				İ		į	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
GE	:N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
Х	POLICY PRO- LOC								\$	
	OTHER:								\$	
AU	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	OTUA YMA							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY		İ					PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR						···	EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE								\$	
	DED RETENTION\$								\$	
Wo	RKERS COMPENSATION			,,,,				PER OTH- STATUTE ER	•	
ANY	DEMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE				i			E.L. EACH ACCIDENT	\$	
OFF	FICER/MEMBER EXCLUDED? (Indatory In NH)	N/A							\$	
lf ye	es, describe under SCRIPTION OF OPERATIONS below		ı						\$	
								E.C. OIGENOCH OFFICE EMIT	-	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: 1001 Airport Road, Block 12, Bay 107, Destin, FL, 32541										
CERTIFICATE HOLDER CANCELLATION										
Okaloosa County BCC 302 Wilson St. Suite 301			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Crestview, FL 32536					© 1988-2015 ACORD CORPORATION. All rights reserved.					

POLICY NO.: NAB6506107

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS 302 WILSON STREET, SUITE 301 CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

EV Services, Inc. 86 Shirah DESTIN, FL 32541

POLICY NUMBER:

NAB6506107

POLICY PERIOD:

From December 28, 2019 To December 28, 2020

INSURANCE COMPANY: Endurance Assurance Corporation

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 solely with respect to claims arising from the operations of the Named Insured. In addition, notwithstanding any provision in the contract to the contrary, the Company waives its rights of subrogation against Additional Insured as respects Physical Damage claims paid to the Named Insured. This waiver shall not affect any of the Insured's own rights under this contract.

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 15, 2020.

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.

W. Brown & Associates Insurance Services

W. Stott Brown

Date of Issue: October 16, 2020

Certificate No.: 6

SCHEDULE OF AIRCRAFT

DESC	CRIPTION OF	AIRCRAFT		
No.	FAA Cert #	Serial#	Year/Make/Model	Insured Value
1	N721BT		2009 Cirrus SR22-GS	\$500,000

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

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

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

Certificate # 6 Page 2 of 2



GLOBAL AEROSPACE, INC

ECEO FΝ S URC

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

Date: October 10, 2020

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 Board of County

Gary Troop and Patricia Brown

Commissioners

511 Larsson Street

302 Wilson Street, Suite 301

Manhattan Beach, CA 90266

Crestview, FL 32536

Policy No: 10184628

Policy Period: From October 10, 2020 to October 10, 2021

COVERAGES:

Aircraft Liability

Limits of Liability

Single Limit Bodily Injury and Property Damage

\$1,000,000

\$100,000

Liability Including Passengers

Each Occurrence

Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

Identification No.

1986 PIPER PA-28-181

N91077

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:

- As respects any aircraft: 1.
 - Described in this certificate, a)
 - Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF b) SUBSTITUTE AIRCRAFT; or
 - Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE c) 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.
- In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee. 3.
- 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:



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE:

November 3, 2020

TO:

Honorable Chairman and Distinguished Members of the Board

FROM:

Tracy Stage

SUBJECT:

EV Services, Inc. Hangar Lease Agreement (L20-0483-AP)

DEPARTMENT:

Airport

BCC DISTRICT:

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for EV Services, Inc.'s Hangar Lease Agreement (L20-0483-AP) for Block 10 Lot 7 at the Destin Executive Airport.

BACKGROUND: On April 15, 2003, Ludwig Law Firm (Mr. Gene Ludwig) entered into a lease agreement (L03-0213-AP) with Okaloosa County to build two blocks of hangars at the Destin Executive Airport known as the Block 10 and Block 11 hangars, with a lease expiration date of October 5, 2028. Upon completion of construction, Mr. Ludwig began subleasing the hangars, with the Board's approval. Mr. Ludwig no longer has any ownership in the Block 10/11 hangars, having sold all of his interests to new hangar owners (the sublessees).

On September 9, 2020, Ludwig Law Firm sent a letter to the Airports Department requesting to terminate its lease (L03-0213-AP). The required action to terminate the lease is being brought before the Board as a separate agenda item. The current seven sublessees collectively came to an agreement with the Airports Department to relinquish the ownership of the Block 10/11 hangars to the County in return for new individual agreements. The rental rate was negotiated based on analysis of size of the hangar, market rates and projected repair and maintenance costs. The new lessees will pay \$2.00 per square foot per year, with annual CPI adjustments. EV Services, Inc.'s individual agreement (L20-0483-AP) will be effective at midnight on the day after the Ludwig lease is terminated and will expire on October 1, 2048. EV Services, Inc. has provided all necessary documentation and internal coordination sheet is attached.

FUNDING SOURCE (if applicable): N/A

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve EV Services, Inc.'s Hangar Lease Agreement (L20-0483-AP) for Block 10 Lot 7 located at the Destin Executive Airport.

RECOMMENDED BY:

10/20/2020

John Hofstad, Codnity Administrator 10/27/2020

APPROVED BY: