

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/20/2021

Contract/Lease Control #: L08-0347-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: AERO-MARINE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/19/2021

Expiration Date: 07/11/2040

Description of: DAP BLOCK 1/LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

LEASE: L08-0347-AP
 AERO-MARINE, LLC
 DAP BLOCK 1/LOT 1 XFER FM #L99
 EXPIRES: 07/11/2040



CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: 78622944
 DATE: 2/13/2024

This is certify to: CERTIFICATE HOLDER Okaloosa County Board of County Commissioners c/o Destin-Fort Walton Beach Airport Administration 1701 State Road 85, North Eglin AFB FL 32542	The following policy(ies) have been issued to: Aero Marine, LLC 544 Walton Way Miramar Beach FL 32550
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COMMERCIAL GENERAL LIABILITY INFORMATION


AVIATION POLICY NUMBER	COVERAGE EFFECTIVE DATE	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	INSURANCE COMPANY
AR 00146901	2/12/2024 12:01 A.M.	2/12/2024 12:01 A.M.	2/12/2025 12:01 A.M.	OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES		LIMITS OF LIABILITY	
<input type="checkbox"/>	General Aggregate	\$ XXXX	
<input checked="" type="checkbox"/>	Each Occurrence	\$ 1,000,000	
<input checked="" type="checkbox"/>	Damage To Premises Rented To Your	\$ 100,000	Each Premises
<input type="checkbox"/>	Products / Completed Operations	\$ XXXX	Aggregate
<input checked="" type="checkbox"/>	Personal & Advertising Injury	\$ 1,000,000	Aggregate
<input checked="" type="checkbox"/>	Medical Expense	\$ 1,000	Each Person
<input type="checkbox"/>	Hangarkeeper's Liability	\$ XXXX	Each Loss \$ XXXX Each Aircraft
<input type="checkbox"/>	Hangarkeeper's Deductibles	\$ XXXX	Each Piston Powered Aircraft
		\$ XXXX	Each Turbine Powered Aircraft (Non-Airline)
		\$ XXXX	Each Turbine Powered Aircraft (Airline)
<input type="checkbox"/>	Non-Owned Aircraft Liability		
<input type="checkbox"/>	Including Passenger Bodily	\$ XXXX	Each Occurrence
<input type="checkbox"/>	Excluding Passenger Bodily	\$ XXXX	Each Occurrence
			Injury Limited To \$ XXXX Each Passenger
			Maximum Seating for Non-Owned Aircraft: Unlimited
<input type="checkbox"/>	Property Damage Deductible (Excluding Property	\$ XXXX	Each Turbine Powered Aircraft
	Damage Included in the Products-Completed	\$ XXXX	Each Other Aircraft
	Operations Hazard)	\$ XXXX	Each Non-Aircraft Claim

SEE ATTACHED OTHER COVERAGES / CONDITIONS / ADDITIONAL REMARKS SCHEDULE

OTHER COVERAGES / CONDITIONS / REMARKS
 LOCATIONS: KDTS - Destin Executive Airport; Destin, FL
 Certificate Holder is included as an Additional Insured but only with respect to their liability arising out of the financial control of the named insured; or premises owned, maintained or controlled by the certificate holder, while the named insured leases or occupies these premises.

PROVISION HAS BEEN MADE TO GIVE THE CERTIFICATE HOLDER THIRTY (30) DAYS NOTICE OF CANCELLATION - TEN (10) DAYS FOR NONPAYMENT OF PREMIUM - OF ANY POLICY ABOVE; HOWEVER, THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE FAILURE TO PROVIDE SUCH NOTICE. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, CONDITIONS, OR OTHER PROVISIONS AFFORDED BY THE POLICIES REFERENCED HEREIN NOR DOES IT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE, OR PRODUCER.

AGENCY / PRODUCER Marsh & McLennan Agency LLC	PHONE 678-639-4100 OLD REPUBLIC AEROSPACE, INC. AUTHORIZED REPRESENTATIVE 
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OLD REPUBLIC AEROSPACE, INC. 2015 Vaughn Road, Suite 300 Kennesaw GA 30144 | PH 1-770-590-4950 | FX 1-770-590-0599



OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to (Certificate Holder): OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
C/O DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION 170
EGLIN AFB, FL 32542

The following policy has been issued to: Aero Marine LLC
544 WALTON WAY
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007207 POLICY PERIOD: FROM: February 10, 2024 TO February 10, 2025
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY
LIABILITY COVERAGES:

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Single Limit Including Passengers,		\$1,000,000
with Passenger liability Limited to:	\$100,000	

DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE:					
	FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	NOT IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$350,000	\$0	\$0	\$0

THIS CERTIFICATE HOLDER IS:
Included as an Additional Insured on aircraft Liability Coverage, but only as respects operations of the Named Insured.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: MARSH & MCLENNAN AGENCY LLC		Date: 01/08/2024
Agency Phone: 678-639-4100		Old Republic Aerospace Representative:

LEASE: L08-0347-AP
AERO-MARINE, LLC
DAP BLOCK 1/LOT 1 XFER FM #L99
EXPIRES: 07/11/2040





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/22/2023

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

PRODUCER Single Source Insurance 1345 S Missouri Ave Clearwater FL 33756		CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (727) 298-0302 FAX (A/C, No): (727) 298-0029 E-MAIL ADDRESS: Certificates@singlesourceins.com PRODUCER CUSTOMER ID: 00009884	
INSURED Aero Marine LLC 544 Walton Way Destin FL 32550		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co NAIC # 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CP23112200982**REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Loc# 00002: 1001 Airport Rd Block 1 Lot (Hanger) 1 Destin Executive Airport Destin FL 32541

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	APP47326208	11/25/2023	11/25/2024	<input checked="" type="checkbox"/> BUILDING	\$ 200,000	
	CAUSES OF LOSS				DEDUCTIBLES	<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUILDING 1,000	<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				CONTENTS	<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					<input type="checkbox"/> BLANKET BLDG & PP	\$
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
	<input type="checkbox"/> NAMED PERILS					\$	
	<input type="checkbox"/> CRIME					\$	
	TYPE OF POLICY					\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lease #L08-0347-AP

Certificate Holder is listed as Loss Payee.

30 DAY NOTIFICATION OF CANCELLATION AND 10 DAY NOTIFICATION OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM IN ACCORDANCE WITH POLICY PROVISIONS

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners C/O Destin-Fort
 Beach Airport Administration
 1701 State Road 85, North
 Eglin AFB FL 32542

LEASE: L08-0347-AP
AERO-MARINE, LLC
DAP BLOCK 1/LOT 1 XFER FM #L99
EXPIRES: 07/11/2040

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OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to
(Certificate Holder):

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS C/O
DESTIN-FORT WALTON BEACH AIRPORT ADMINISTRATION
1701 STATE ROAD 85, NORTH
EGLIN AFB, FLORIDA 32542

The following policy has
been issued to:

Aero Marine LLC
544 WALTON WAY
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007206
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY:

POLICY PERIOD: FROM: February 10, 2023 TO February 10, 2024

OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY

EACH PERSON EACH OCCURRENCE

Single Limit Including Passengers,
with Passenger liability Limited to:

\$1,000,000
\$100,000

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

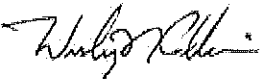
FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$350,000	\$0	\$0

THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage but only as respects hangaring/tie-down of the aircraft. Coverage includes legal liability for Bodily Injury or Property Damage arising from the Named Insured's use or maintenance of the premises where aircraft is parked or stored. This coverage is part of and not in addition to the Liability Coverage limit, and the total amount we will pay for all bodily injury and property damage arising from any one occurrence is the "each occurrence" amount indicated on the Coverage Data Page.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: Agency Phone:	MARSH & MCLENNAN AGENCY LLC 678-639-4100	 Old Republic Aerospace Representative:	Date: 03/01/2023
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CONTRACT:# L08-0347-AP
AERO-MARINE, LLC.
DAP BLOCK 1/ LOT 1
EXPIRES: 07/11/2040





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/12/2023

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

AGENCY PHONE (A.C. No. Ext): +1 850 581 4925 WALDORFF INSURANCE & BONDING 45 EGLIN PKWY NE STE 202 FORT WALTON BEACH, FL 32548-4955		COMPANY American Zurich Insurance Company	
FAX (A.C. No.):	E-MAIL ADDRESS: robinr@waldorffinsurance.com		
CODE: 02240943	SUB CODE:		
AGENCY CUSTOMER ID #:	INSURED		
Talcon Group LLC 156 Dupont Road Havana, FL 32333	LOAN NUMBER	POLICY NUMBER BR74099783	
	EFFECTIVE DATE 01/12/2023	EXPIRATION DATE 01/12/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION 1001 Airport Road 4-105 Destin, FL 32541
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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$5,000
Any One Building or Structure	\$500,000	
All Covered Property at all Locations	\$500,000	

REMARKS (Including Special Conditions)

Named Storm Deductible 3%	Contract:# L08-0347-AP AERO-MARINE, LLC. DAP BLOCK 1/ LOT 1 Expires: 07/11/2040
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS 1001 B2L2, LLC 1001 Airport Rd 4-105; Lease # L08-0347-AP Destin, FL 32541	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE		Owner
	LOAN #	Lease number: 08-0347-AP	
AUTHORIZED REPRESENTATIVE 			



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/12/2023

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

AGENCY WALDORFF INSURANCE & BONDING 45 EGLIN PKWY NE STE 202 FORT WALTON BEACH, FL 32548-4955	PHONE (A/C. No. Ext): +1 850 581 4925	COMPANY American Zurich Insurance Company
FAX (A/C. No.):	E-MAIL ADDRESS: robinr@waldorffinsurance.com	
CODE: 02240943	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Talcon Group LLC 156 Dupont Road Havana, FL 32333	LOAN NUMBER	POLICY NUMBER BR74099783
	EFFECTIVE DATE 01/12/2023	EXPIRATION DATE 01/12/2024
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 1001 Airport Road 4-105 Destin, FL 32541

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$5,000
Any One Building or Structure	\$500,000	
All Covered Property at all Locations	\$500,000	

REMARKS (Including Special Conditions)

Named Storm Deductible 3%

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Okaloosa County Board of County Commissioners C/O Destin-Fort Walton Beach Airport Admin; 1701 State Road 85 N Eglin AFB, FL 32452-1498	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #	Lease Number Lo8-0347	
	AUTHORIZED REPRESENTATIVE	<i>L. Ad W...</i>	



OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to
(Certificate Holder): OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

The following policy has
been issued to: Aero Marine LLC
544 WALTON WAY
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007205
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY:

POLICY PERIOD: FROM: February 10, 2022 TO February 10, 2023

OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY
EACH PERSON EACH OCCURRENCE

Single Limit Including Passengers, \$1,000,000
with Passenger liability Limited to: \$100,000

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:

FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$320,000	\$0	\$0

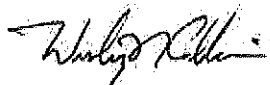
THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage, but only with respect to hangaring and/or tie-down of the aircraft covered under this policy. Coverage includes legal liability for Bodily Injury or Property Damage arising from the Named Insured's use or maintenance of the premises where aircraft is parked or stored. This coverage is part of and not in addition to the Liability Coverage limit, and the total amount we will pay for all bodily injury and property damage arising from any one occurrence is the "each occurrence" amount indicated on the Coverage Data Page.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: Agency Phone:	MARSH & MCLENNAN AGENCY LLC 678-639-4100	 Old Republic Aerospace Representative:	Date: 01/28/2022
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CONTRACT#: L08-0347-AP
AERO-MARINE, LLC
DAP BLOCK 1/LOT 1
EXPIRES: 07/11/2040



OLD REPUBLIC INSURANCE COMPANY

DELETION AMENDMENT

Policy Number: PB 21007205 Insured: Aero Marine LLC

Policy Period: From: February 10, 2022 To: February 10, 2023

Effective Date of This Amendment: February 10, 2022 12:01 am Standard Time

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This amendment modifies insurance provided under the following:

AIRCRAFT INSURANCE POLICY

In return of Included premium, it is agreed that Amendment PB304 issued 02/10/2022 is deleted in its entirety.

Only as respects N6930C, PB304 issued 02/10/2022 is deleted. Okaloosa County Board of Commissioners

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 28, 2022

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED AMENDMENT

Policy Number: PB 21007205 Insured: Aero Marine LLC

Policy Period: From: February 10, 2022 To: February 10, 2023

Effective Date of This Amendment: February 10, 2022 12:01 am Standard Time

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of Included, the person or organization listed below is added to the **Who is Covered** section of your **Liability Coverage** but only in the event of an **occurrence** resulting from your use of your aircraft, and as specifically provided for below.

WHO IS COVERED:

As respects: N6930C
Okaloosa County
5479 A Old Bethel Road
Crestview, FL 32536

The extension(s) of coverage above are provided for the following purpose(s) and/or subject to any restrictions as noted below:

Only as respects hangaring/tiedown of the aircraft

Any extension of **Liability Coverage** under this amendment is part of and not in addition to the **Liability Coverage** limits as provided by your policy and does not apply to any injury or damage arising out of the negligence of the person or entity named above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: January 28, 2022

L08-0347-AP



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/13/2021

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

AGENCY Thomas & Company P.O. Box 60252 Ft. Myers FL 33906		PHONE (A/C, No, Ext): 513-615-9800/DON SAYER	COMPANY Lloyds, London	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: INSURED Scott Cunningham dba Aero Marine LLC 544 Walton Way Destin FL 32550		LOAN NUMBER	POLICY NUMBER TC ARG 21 48	
		EFFECTIVE DATE 10/11/2021	EXPIRATION DATE 10/11/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 BUILDING PROPERTY LOCATED AT:
 1001 AIRPORT ROAD
 BLOCK 1 LOT (HANGAR) 1
 DESTIN EXECUTIVE AIRPORT, DESTIN FL 32541

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
AIRPORT HANGAR, BUILDING 1, LOT 1	\$200,000	\$5,000 7% WIND

REMARKS (Including Special Conditions)

30 DAY NOTIFICATION OF CANCELLATION AND 10 DAY NOTIFICATION OF CANCELLATION IN ACCORDANCE WITH POLICY PROVISIONS

CONTRACT # L08-0347-AP
 AERO-MARINE, LLC
 DAP BLOCK 1/LOT 1 XFER FM #L99
 EXPIRES: 07/11/2040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS OKALOOSA COUNTY AIRPORTS 5479 A OLD BETHEL ROAD CRESTVIEW, FL 32536	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE
		MORTGAGEE				
	LOAN #					
AUTHORIZED REPRESENTATIVE 						



OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to
(Certificate Holder):

OKALOOSA COUNTY BOARD OF COMMISSIONERS
DESTIN-FORT WALTON BEACH AIRPORT, 1701 STATE ROAD 85 NO
EGLIN AFB, FL 32542

The following policy has
been issued to:

Aero Marine LLC
544 WALTON WAY
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007204
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY:
LIABILITY COVERAGES:

POLICY PERIOD: FROM: February 10, 2021 **TO** February 10, 2022

OLD REPUBLIC INSURANCE COMPANY

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Single Limit Including Passengers ,		\$1,000,000
with Passenger liability Limited to:	\$100,000	

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:


FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$320,000	\$0	\$0

THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage, but only with respect to hangaring and/or tie-down of the aircraft covered under this policy.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: Agency Phone:	MARSH & MCLENNAN AGENCY LLC 678-639-4100	 Old Republic Aerospace Representative:	Date: 02/09/2021
-------------------------------	---	--	------------------

CONTRACT#: L08-0347-AP
AERO-MARINE, LLC
DAP BLOCK 1/LOT 1
EXPIRES: 07/11/2040





OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to (Certificate Holder): OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

The following policy has been issued to: Aero Marine LLC
544 WALTON WAY
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007204 POLICY PERIOD: FROM: February 10, 2021 TO February 10, 2022
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY


LIABILITY COVERAGES:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
Single Limit Including Passengers ,		\$1,000,000
with Passenger liability Limited to:	\$100,000	

DESCRIPTION OF AIRCRAFT	PHYSICAL DAMAGE COVERAGE:					
	FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
					NOT IN-MOTION	IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$320,000	\$0	\$0	\$0

THIS CERTIFICATE HOLDER IS:
Included as an Additional Insured on aircraft Liability Coverage, but only with respect to hangaring and/or tie-down of the aircraft covered under this policy. Coverage includes legal liability for Bodily Injury or Property Damage arising from the Named Insured's use or maintenance of the premises where aircraft is parked or stored. This coverage is part of and not in addition to the Liability Coverage limit, and the total amount we will pay for all bodily injury and property damage arising from any one occurrence is the "each occurrence" amount indicated on the Coverage Data Page.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name: Agency Phone:	MARSH & MCLENNAN AGENCY LLC 678-639-4100	 Old Republic Aerospace Representative:	Date: 03/18/2021
-------------------------------	---	--	------------------



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

Procurement/Contract/Lease Number: 208-0347-VP Tracking Number: 34153-20
Procurement/Contractor/Lessee Name: Aero-mane LLC Grant Funded: YES ___ NO X
Purpose: Assignment of lease
Date/Term: 7-11-40 1. GREATER THAN \$100,000
Department #: 42102 2. GREATER THAN \$50,000
Account #: 344 163 3. \$50,000 OR LESS
Amount: _____
Department: Airport Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 10-20-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no redial fds Grant Name: _____

Date: _____
Grants Coordinator Gillian Gordon

Risk Management Review

Approved as written: see email attached Date: 10-20-2020

Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 10-20-2020

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 20, 2020 8:42 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: Assignment of Lease from HBJ Holdings LLC to Aero-Marine LLC

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 20, 2020 9:30 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Assignment of Lease from HBJ Holdings LLC to Aero-Marine LLC

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Lisa Price
Sent: Tuesday, October 20, 2020 10:47 AM
To: DeRita Mason
Subject: RE: Assignment of Lease from HBJ Holdings LLC to Aero-Marine LLC

Approved by Risk, no insurance element.

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: Tuesday, October 20, 2020 8:30 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Assignment of Lease from HBJ Holdings LLC to Aero-Marine LLC

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

CONTRACT#: L08-0347-AP
AERO-MARINE, LLC
DAP BLOCK 1/LOT 1
EXPIRES: 07/11/2040

**CONSENT TO ASSIGNMENT OF LEASE
HBJ HOLDINGS, LLC TO AERO-MARINE, LLC
AND LEASE AMENDMENT FOR L08-0347-AP
HANGAR LEASE AT THE DESTIN EXECUTIVE AIRPORT**

19 This Consent to Assignment of Lease and Amendment, made and entered into this day of JAN, 2021, hereby approves of the assignment and amendment between HBJ Holdings, LLC ("Lessee") and Aero-Marine, LLC ("Assignee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, the County entered into a Lease for Hangar Space, L08-0347-AP with Diversified Promotions on September 19, 2008 with an expiration date of July 11, 2020 for Block 1 Lot 1; and

WHEREAS, on May 18, 2016 Diversified Promotions assigned and amended the Lease to Robert A. Smith; and

WHEREAS, on October 6, 2016 Robert A. Smith assigned and amended the Lease to HBJ Holdings, LLC; and

WHEREAS, on June 16, 2020, County and HBJ Holdings, LLC signed a Renewal and Amendment to the Hangar Lease with a current expiration date of July 11, 2040; and

WHEREAS, Lessee now desires to amend and assign the Lease from HBJ Holdings, LLC to Aero-Marine, LLC; and

WHEREAS, in accordance with Section 26 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment; and

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

I. CONSENT TO ASSIGNMENT

1. In accordance with Section 26 of L08-0347-AP, the County hereby consents to this assignment of the Lessee interest of HBJ Holdings, LLC to Aero-Marine, LLC.

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

II. AMENDMENT TO THE LEASE AGREEMENT

L08-0347-AP is hereby amended as follows:

3. Section 3.1 under Section 3 titled "Rent" is hereby deleted and replaced with:

A basic ground lease rent of (\$1.57058) per square foot per year is established for the area occupied by the hangar building, 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 N, Suite 1, Eglin AFB, FL 32542-1498, or at such other place as may be designated by Lessor. The ground lease rent for the entire year shall be due and payable in advance of October 1st of each year. The Lease includes Two Thousand Two (2,002) square feet at (\$1.57058) per square foot per year for a total annual cost of Three Thousand One Hundred Forty-Four Dollars and Thirty Cents (\$3,144.30), plus tax

4. Section 14 titled "Insurance" is hereby deleted and replaced with Exhibit D:

5. Section 25 titled "Notices", is hereby deleted and replaced as follows:

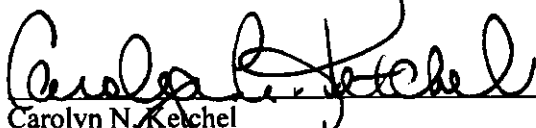
Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first-class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida 32542-1498. The address of Lessee is: Aero-Marine, LLC, Scott Cunningham, 544 Walton Way, Miramar Beach, FL 32550.

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

(The remainder of this page intentionally left blank)

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

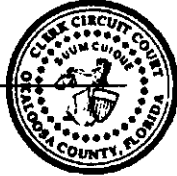
OKALOOSA COUNTY, FLORIDA


Carolyn N. Ketchel
Chairman, Board of County Commissioners

Date: JAN 19 2021

ATTEST:


J.D. Peacock II
Clerk of Circuit Court



LESSEE

[Handwritten Signature]
HBJ Holdings, LLC
Henry B. Johnson
Date: 10-21-20

ATTEST:

Witness

Witness

ACKNOWLEDGMENTS

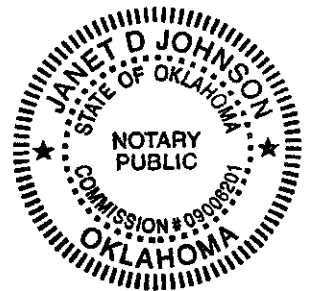
STATE OF OK
COUNTY OF Creek

The foregoing instrument was acknowledged before me by means of physical presence by HENRY B. JOHNSON. He/She is personally known to me or has produced Drivers License as identification

Sworn and subscribed before me this 21 day of Oct, 2020

[Handwritten Signature]
NOTARY (Signature)
Janet D. Johnson
NOTARY (Printed Name)

Commission Number: 09006201
Exp. 7-27-2021



ASSIGNEE

[Handwritten Signature]

Aero-Marine, LLC
Scott L. Cunningham

Date: 10/21/2020

ATTEST:

Witness

Witness

ACKNOWLEDGMENTS

STATE OF FL
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence by SCOTT L. CUNNINGHAM. He/She is personally known to me or has produced _____ as identification

Sworn and subscribed before me this 21 day of October, 2020

[Handwritten Signature]
NOTARY (Signature)

Stacey L. Schrock
NOTARY (Printed Name)

Commission Number: _____



Exhibit D
Insurance Requirements

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR
HANGER LEASES**

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION INSURANCE

1. If applicable: The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance

coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

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

GENERAL LIABILITY INSURANCE

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

PROPERTY INSURANCE

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:

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

Lessee shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Lessee.

CERTIFICATE OF INSURANCE

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

Okaloosa County Board of County Commissioners
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 nonpayment of premium.

3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to:

Okaloosa County Risk Management Department
302 Wilson Street, Suite 301
Crestview FL 32536 USA

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.



OLD REPUBLIC INSURANCE COMPANY

Certificate of Insurance

This is to certify to
(Certificate Holder):

OKALOOSA COUNTY BOARD OF COMMISSIONERS
DESTIN-FORT WALTON BEACH AIRPORT, 1701 STATE ROAD 85 NO
EGLIN AFB, FL 32542

The following policy has
been issued to:

Aero Marine LLC
544 WALTON WAY
MIRAMAR BEACH, FL 32550

AIRCRAFT POLICY NO: PB 21007203
THIS COVERAGE IS EFFECTIVE 12:01 AM
INSURANCE COMPANY:
LIABILITY COVERAGES:

POLICY PERIOD: FROM: February 10, 2020 TO February 10, 2021

OLD REPUBLIC INSURANCE COMPANY

	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE

Single Limit Including Passengers ,		\$1,000,000
with Passenger liability Limited to:	\$100,000	

DESCRIPTION OF AIRCRAFT

PHYSICAL DAMAGE COVERAGE:


FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	DEDUCTIBLES	
				NOT IN-MOTION	IN-MOTION
N6930C	1984	BEECH B36TC Bonanza	\$320,000	\$0	\$0

THIS CERTIFICATE HOLDER IS:

Included as an Additional Insured on aircraft Liability Coverage, but only with respect to hangaring and/or tie-down of the aircraft covered under this policy. Coverage includes legal liability for Bodily Injury or Property Damage arising from the Named Insured's use or maintenance of the premises where aircraft is parked or stored. This coverage is part of and not in addition to the Liability Coverage limit, and the total amount we will pay for all bodily injury and property damage arising from any one occurrence is the "each occurrence" amount indicated on the Coverage Data Page.

Provision has been made to give the Certificate Holder (30) days notice of Our cancellation of the referenced policy - ten (10) days as a result of non-payment of premiums owed to Us. However, We assume no responsibility for the failure to provide such notice.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative or producer.

Agency Name:	MARSH & MCLENNAN AGENCY LLC		Date: 11/02/2020
Agency Phone:	678-639-4100		



OLD REPUBLIC INSURANCE COMPANY

DELETION AMENDMENT

Policy Number: PB 21007203 Insured: Aero Marine LLC

Policy Period: From: February 10, 2020 To: February 10, 2021

Effective Date of This Amendment: November 2, 2020 12:01 am Standard Time

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This amendment modifies insurance provided under the following:

AIRCRAFT INSURANCE POLICY

In return of Included premium, it is agreed that Amendment PB304 issued 01/10/2020 is deleted in its entirety.

Only as respects N6930C, PB304 issued 01/10/2020 is deleted.for Okaloosa County

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: November 2, 2020

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED AMENDMENT

Policy Number: PB 21007203 Insured: Aero Marine LLC

Policy Period: From: February 10, 2020 To: February 10, 2021

Effective Date of This Amendment: November 2, 2020 12:01 am Standard Time

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of Included, the person or organization listed below is added to the **Who is Covered** section of your **Liability Coverage** but only in the event of an **occurrence** resulting from your use of your aircraft, and as specifically provided for below.

WHO IS COVERED:

As respects: N6930C
Okaloosa County Board of Commissioners
Destin-Fort Walton Beach Airport, 1701 State Road 85 North
Eglin AFB, FL 32542

The extension(s) of coverage above are provided for the following purpose(s) and/or subject to any restrictions as noted below:

Only as respects hangaring/tiedown of the aircraft

Any extension of **Liability Coverage** under this amendment is part of and not in addition to the **Liability Coverage** limits as provided by your policy and does not apply to any injury or damage arising out of the negligence of the person or entity named above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Date Issued: November 2, 2020

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/17/2020

Contract/Lease Control #: L08-0347-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: HBJ HOLDINGS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/09/2008

Expiration Date: 07/11/2040

Description of: DAP BLOCK 1/LOT1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS



**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: June 16, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Tracy Stage
SUBJECT: HBJ Holdings, LLC Hangar Lease Renewal and Amendment
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for HBJ Holdings, LLC Hangar Lease Renewal and Amendment for Block 1 Lot 1 at the Destin Executive Airport (L08-0347-AP).

BACKGROUND: On October 6, 2016, HBJ Holdings, LLC entered into an Assignment of Lease for Hangar Space for Block 1 Lot 1 at the Destin Executive Airport with a current expiration date of July 11, 2020. In accordance with Section 30 of its hangar lease, HBJ Holdings, LLC requests to exercise its renewal option for an additional 20-year term at this time. HBJ Holdings, LLC is in full compliance with its hangar lease requirements. HBJ Holdings, LLCs certificates of insurance are attached along with the procurement contract/lease internal coordination sheet.

FUNDING SOURCE, (If Applicable): N/A

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve HBJ Holdings, LLC's request to renew the hangar lease as described above.

RECOMMENDED BY:


Tracy Stage, Airport Director

6/2/2020

APPROVED BY:


John Hofstad, County Administrator

6/9/2020

CONTRACT#: L08-0347-AP
HBJ HOLDINGS, LLC
DAP BLOCK 1/LOT 1
EXPIRES: 07/11/2040

Hangar Lease Agreement
Renewal and Amendment
With HBJ Holdings, LLC (L08-0347-AP)
At The Destin Executive Airport (DTS)

This hangar lease agreement is executed and entered into this 16 day of June, 2020, 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 1000, Shalimar, FL 32579, Florida, and HBJ Holdings, LLC, hereinafter referred to as "Lessee", whose principal address is P.O. Box 294, Sapulpa, OK 74067.

The Lessor and Lessee, for the consideration herein set forth, agree as follows for this hangar renewal and amendment:

SECTION ONE
Leased Property

1.1 Lessor does hereby lease certain real property at the Destin Executive Airport (the "Airport"), DTS as indicated in the attached and incorporated Exhibit A, located at Block 1 Lot 1 ("Leased Premises"), to Lessee for the following purposes:

- a. Hangar Space, to occupy and maintain one (1) hangar storage of an individually-owned/corporate-owned airplane at the Leased Premises. Lessee shall provide written confirmation to the Lessor of proof of ownership of airplane.
- b. In the event the airplane is sold, damaged, destroyed, etc., Lessee shall have one year to replace the airplane, otherwise this lease shall be voided at the Lessor's discretion.
- c. Additional aircraft may be stored in the hangar with proper notice to Lessor provided that proof of required insurance coverage is provided to Lessor.
- d. No other use is authorized for any portion of the Lease Premises.

SECTION TWO
Lease Term

2.1 The new expiration date of this lease will be July 11, 2040. This Lease does not have any additional renewal options and the hangar will become the property of County on this expiration date.

SECTION THREE
Rent

3.1 A basic ground lease rent of (\$1.57105) per square foot per year is established for the area occupied by the hangar building, 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 ground lease rent for the entire year shall be due and payable in advance of the first

day of the Lease period of each year. The Lease includes Two Thousand Two (2,002) square feet at (\$1.57105) per square foot per year for a total annual cost of Three Thousand One Hundred Forty Five Dollars and Twenty Four Cents (\$3,145.24), plus tax.

3.2 If Lessee fails to pay the ground 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 as set forth in Section twenty-five (25) below.

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 or 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 ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") based on a twelve (12) month September through August average. The "CPI" shall be the revised Consumer Price Index for all Urban Consumers for all items - U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84=100 (CPI-U).

SECTION FIVE Utilities

5.1 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.

SECTION SIX Improvements to Lessor

6.1 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. If on termination of this Lease, Lessee is not in default, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same).

SECTION SEVEN
Improvements to Lessor

7.1 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. If on termination of this Lease, Lessee is not in default, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same).

SECTION 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
Care of Leased Premises

9.1 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. The Lessee and all individuals associated with the Lessee's business are required to follow all current, future or amended Airport Rules and Regulations.

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 (FAR's).

SECTION ELEVEN
Mechanics' Liens

11.1 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 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 A. If lessee is deemed to be a generator of hazardous waste, as defined by Federal, State or local law, Lessee shall obtain a 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's request 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 Liability:

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

14.2 Property:

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

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

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

14.3 All public liability and aircraft liability coverage shall be endorsed to include Okaloosa County as Additional Insured with a waiver of subrogation. In addition, all insurance policies shall contain a clause to provide thirty (30) days prior written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County BOCC, 302 Wilson Street, Suite 301, Crestview, FL 32536 and a copy to Okaloosa County Airports. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION FIFTEEN
Hold Harmless

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

SECTION SIXTEEN
Prohibited Activity

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

SECTION SEVENTEEN
Commercial Activity

17.1 No commercial activity of any nature or kind is allowed on the leased premises.

SECTION EIGHTEEN
Non-Discrimination

18.1 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 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 reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION NINETEEN Indemnification

19.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity 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 TWENTY Easements, Agreements, or Encumbrances

20.1 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 TWENTY-ONE Liability; Risk of Loss

21.1 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 premises for inspection or necessary repair purposes.

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

21.3 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 not 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.

SECTION TWENTY-TWO
Representations by Lessor

22.1 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 TWENTY-THREE
Rights of Lessor

23.1 It is understood and agreed that Lessor may, in connection with future development of the Airport, require the space hereinabove 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 at a different location at the Airport as designated in writing by Lessor, provided that the new location is reasonably, feasible, and accessible to the taxiways and runways.

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

23.3 Lessee expressly agrees for itself, its successors, and assigns 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.

23.4 Lessee expressly agrees for itself, its successors, and assigns, 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-FOUR
Waivers

24.1 The failure of Lessor 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 the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-FIVE
Notice

25.1 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:

HBJ Holdings, LLC
Henry B. Johnson
P.O. Box 294
Sapulpa, OK 74067

SECTION TWENTY-SIX
Assignment or Sublease

26.1 All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by the Lessor and payment of Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the entire term of the lease, to include renewals, the ground lease rent fee will transfer at the same rate as the current lessee at the time of the assignment, and continue to be adjusted annually in accordance with the escalation clause in Section Four. Lessee shall have thirty (30) days to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded.

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

26.3 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-SEVEN
Rights of Entry Reserved

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

SECTION TWENTY-EIGHT
Termination of the Lease

28.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with ninety (90) days written notice.

SECTION TWENTY-NINE
Compliance with Governmental Procedures

29.1 Lessee shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, 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 THIRTY
Surrender of Possession

30.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, 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 THIRTY-ONE
Default or Breach

- 31.1 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 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 notice thereof by

Lessor to Lessee or, if the performance cannot be reasonably had within the fifteen (15) day period, Lessee shall not in good faith have commences performance within the Fifteen (15) day period and shall not diligently proceed to completion of performance. Whether lessee diligently proceeded shall be determined at the sole discretion of the Lessor.

- e. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Fourteen (14) or fails to name Lessor as an additional insured on such insurance policies.
- f. If Lessee shall vacate or abandon the Leased Premises.
- 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, except 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 THIRTY-TWO

Effect of Default

32.1 In the event of any default hereunder, as set forth in Section Twenty-Eight (28) the rights or 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 herein originally determined.
- b. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain 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 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-THREE
Entire Lease; Applicable to Successors

33.1 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.

SECTION THIRTY-FOUR
Applicable Law and Venue

34.1 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-FIVE
Construction and Application of Terms

35.1. 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-SIX
Federal Requirements

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

(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



ATTEST:


J. D. Peacock II
Clerk of Circuit Court



HBJ Holdings, LLC

[Signature]
Henry B. Johnson
Date: 4-13-20

[Signature]
WITNESS
[Signature]
WITNESS

ACKNOWLEDGEMENTS

STATE OF Oklahoma
COUNTY OF Creek

The foregoing instrument was acknowledged before me by means or physical presence or _____ online notarization, this _____ by HENRY B. JOHNSON. He is personally known to me or has produced _____ as identification

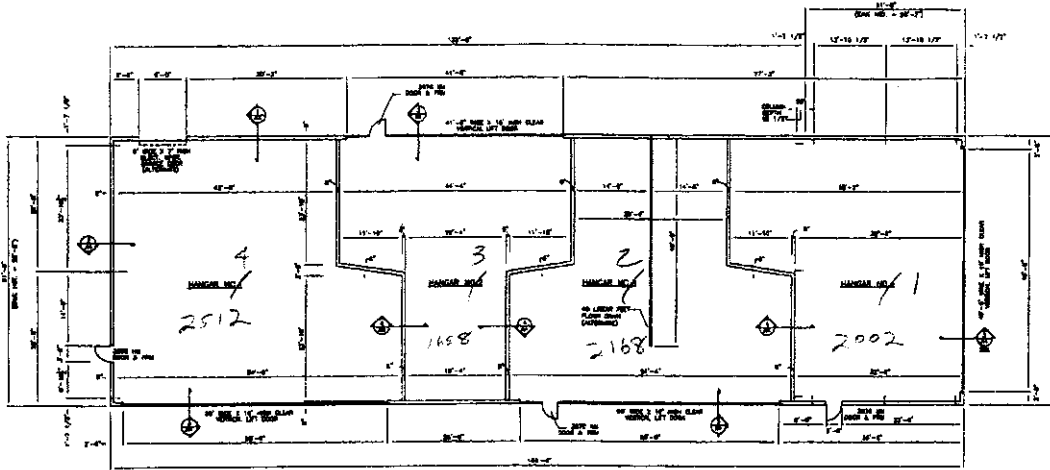
Sworn and subscribed before me this 13 day of April, 2020

[Signature]
NOTARY (Signature)
Angela R Grant
NOTARY (Printed Name)



Commission Number: 02018406

**Exhibit A
Leased Premises Legal Description and Map**



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

REVISION NO. 1
1. AS SHOWN ON THIS PLAN, THE LEASED PREMISES ARE TO BE CONVEYED TO THE LESSEE BY THE LESSOR, SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES THEREON, AND THE LESSOR'S OBLIGATION TO CONVEY THE LEASED PREMISES IS SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES THEREON.

REVISION NO. 2
2. THE LEASED PREMISES ARE TO BE CONVEYED TO THE LESSEE BY THE LESSOR, SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES THEREON, AND THE LESSOR'S OBLIGATION TO CONVEY THE LEASED PREMISES IS SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES THEREON.

TOTAL SQUARE FEET	
HANGER NO. 1	= 20,175 SF
HANGER NO. 2	= 14,872 SF
HANGER NO. 3	= 21,472 SF
HANGER NO. 4	= 2,883 SF
TOTAL AREA	= 69,402 SF


NOTE: SQUARE FEET AREA DOES NOT INCLUDE EXISTING WALLS AND CORE OF EXISTING FLOOR SLAB.

PRELIMINARY 12-7-99

DRAWING FOR USE BY
ONLY
FOR THE LEASED PREMISES
SHOWN THEREON
AND NOT FOR ANY OTHER
PURPOSES

REV.	DATE	BY	REVISION

ARCHITECTURAL FLOOR PLAN
DESIGNED BY: J. J. JONES, AIA, INC.



DESIGN / BUILD SYSTEMS, INC.
A FULL SERVICE COMPANY

A-1

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 nondiscrimination covenants, Okaloosa County will have the right to terminate the lease, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

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

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

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

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

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

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

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Exhibit "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.

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

Procurement/Contract/Lease Number: LO8-0347-AP Tracking Number: 4007-20
Procurement/Contractor/Lessee Name: HBSJ Holdings LLC Grant Funded: YES ___ NO X
Purpose: Renewal; Amendment
Date/Term: 7-11-2040 1. GREATER THAN \$100,000
Department #: 4210R 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: \$ 3145.24
Department: Airport Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 4-9-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 4-9-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 4-9-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed: _____ Date: _____

From: [Karen Donaldson](#)
To: [DeRita Mason](#)
Cc: [Patrick Gardner](#)
Subject: FW: HBJ General Liability.pdf
Date: Friday, May 22, 2020 9:52:23 AM
Attachments: [Destin Hangar Liability Cert..pdf](#)

DeRita

Please scan to file. This meets the requirements of the contract,

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Thursday, May 21, 2020 11:57 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: HBJ General Liability.pdf

Karen,

Attached is the corrected General Liability Insurance for HBJ

Patrick Gardner II
Airports Compliance Officer
Okaloosa County

From: Karen Donaldson

Sent: Monday, May 18, 2020 8:43 AM

To: Patrick Gardner <pgardner@myokaloosa.com>

Subject: HBJ General Liability.pdf

This policy needs to have Okaloosa County added as Additional insured. The other two that he sent in are good.

Thank you

From: [Karen Donaldson](#)
To: [DeRita Mason](#)
Cc: [Patrick Gardner](#)
Subject: HBJ Holdings
Date: Monday, May 18, 2020 8:43:46 AM
Attachments: [HBJ Aircraft Insurance.pdf](#)
[HBJ Hangar Insurance.pdf](#)

DeRita

Please scan these to the file, they meet the requirements of the lease.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

Patrick Gardner

From: Karen Donaldson
Sent: Thursday, April 9, 2020 9:35 AM
To: Patrick Gardner
Cc: Dave Miner; DeRita Mason
Subject: RE: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

DeRita

This is approved by risk management with the new change to section 14.3 for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Thursday, April 9, 2020 9:29 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Dave Miner <dminer@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

Karen I have made the requested change, attached the file, and will contact HBJ for a current COI.

Patrick Gardner II
Airports Compliance Officer
Okaloosa County

From: Karen Donaldson
Sent: Thursday, April 9, 2020 8:32 AM
To: DeRita Mason <dmason@myokaloosa.com>

Cc: Patrick Gardner <pgardner@myokaloosa.com>; Dave Miner <dminer@myokaloosa.com>
Subject: RE: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

Please go to section 14.3 and after the words "Additional Insured" add "with a waiver of subrogation"

There is no current insurance in file however please make sure that on the insurance on the Hangar (property Ins) that Okaloosa is named as Loss Payee.

Please send insurance for review when received.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, April 9, 2020 7:15 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Wednesday, April 8, 2020 4:57 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Dave Miner <dminer@myokaloosa.com>
Subject: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

DeRita:

Please begin the coordination for the attached hangar lease renewal and amendment for HBJ Holdings (L08-0347-AP).

Thank you,

Patrick Gardner II
Airports Compliance Officer
Okaloosa County
(850) 651-7160 Ext. 1054

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

Patrick Gardner

From: DeRita Mason
Sent: Friday, April 10, 2020 8:23 AM
To: Patrick Gardner
Cc: Dave Miner; Allyson Oury
Subject: FW: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination
Attachments: img04102020_0001.pdf, RE: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

See attached and email below for fully approved coordination.
I am sorry about sending it so crazy, but I am working from home and I do not have a copier here.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 9, 2020 1:29 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

This is approved for legal purposes. It is in track changes so you will want to take it out of that format.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW
1500 Mahan Dr. Ste. 200

Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, April 9, 2020 8:15 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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

From: Patrick Gardner <pgardner@myokaloosa.com>
Sent: Wednesday, April 8, 2020 4:57 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>; Dave Miner <dminer@myokaloosa.com>
Subject: Hangar Lease Renewal and Amendment HBJ Holdings for Coordination

DeRita:

Please begin the coordination for the attached hangar lease renewal and amendment for HBJ Holdings (L08-0347-AP).

Thank you,

Patrick Gardner II
Airports Compliance Officer
Okaloosa County
(850) 651-7160 Ext. 1054

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

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

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


PRODUCER Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		CONTACT NAME: James McCall PHONE (A.C. No. Ext): (850) 460-7490 E-MAIL ADDRESS: james@lmigflorida.com FAX (A.C. No.): (850) 460-7495	
INSURED HBJ Holdings, LLC P O Box 294 Sapulpa OK 74067		INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL205400493 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		VBA726411 00	10/10/2019	10/10/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/15/2020

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		PHONE (A/C. No. Est) (850) 460-7490	COMPANY Covington Specialty Insurance Company 8381 Dix Ellis Trail Suite 100 Jacksonville FL 32256	
FAX (A/C. No.) (850) 460-7495	E-MAIL ADDRESS: james@lmigflorida.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID# 00001229		LOAN NUMBER		POLICY NUMBER
INSURED HBJ Holdings, LLC P O Box 294 Sapulpa OK 74067		EFFECTIVE DATE 10/10/2019	EXPIRATION DATE 10/10/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 1001 Airport Rd, Hangar 1, Destin, FL 32541.
--

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$200,000	\$5,000


REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Okaloosa County 5479 A Old Bethel Rd Crestview, FL 32536	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE James McCall/MARY 		

CERTIFICATE OF INSURANCE**THIS IS TO CERTIFY TO:**

OKALOOSA COUNTY BOCC
302 N WILSON ST SUITE 301
CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

H. B. J. Holdings, LLC
P. O. Box 294
SAPULPA, OK 74067-0294

POLICY NUMBER: NAB6505837
POLICY PERIOD: From November 19, 2019 To November 19, 2020
INSURANCE COMPANY: Endurance American Insurance Co.

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

The above Certificate Holder is included as an Additional Insured but 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.

The coverage provided under this Endorsement or Certificate shall be considered primary and non-contributory from any other insurance available to the Additional Insured or to the certificate holder.

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 May 5, 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.

By: 
W. Brown & Associates Insurance Services

Date of Issue: May 6, 2020
Certificate No.: 3

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N422WT		2013 Cirrus SR22	\$625,000

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

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

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

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: ~~9/30/2008~~ 5/26/16

Contract/Lease Control #: L08-0347-AP12-173

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

Award to/Lessee: DIVERSIFIED PROMOTIONS Robert A. Smith

Lessor: OKALOOSA COUNTY

Effective Date: 9/19/2008 **Amount:** \$16,355.

Term/Expires: 7/11/2020

Description of Contract/Lease: DAP BLOCK 1/LOT 1

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/15/2020

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		PHONE (A/C, No, Ext): (850) 460-7490		COMPANY Covington Specialty Insurance Company 8381 Dix Ellis Trail Suite 100 Jacksonville FL 32256	
FAX (A/C, No): (850) 460-7495		E-MAIL ADDRESS: james@lmigflorida.com			
CODE: AGENCY CUSTOMER ID #: 00001229		SUB CODE:			
INSURED HBJ Holdings, LLC P O Box 294 Sapulpa OK 74067		LOAN NUMBER		POLICY NUMBER	
		EFFECTIVE DATE 10/10/2019	EXPIRATION DATE 10/10/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1001 Airport Rd, Hangar 1, Destin, FL 32541.

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$200,000	\$5,000


REMARKS (Including Special Conditions)

CONTRACT#: L08-0347-AP
HDJ HOLDINGS, LLC
DAP BLOCK 1/LOT 1
EXPIRES: 07/11/2020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Okaloosa County 5479 A Old Bethel Rd Crestview, FL 32536	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE		
LOAN #				
AUTHORIZED REPRESENTATIVE				
James McCall/MARY 				

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

OKALOOSA COUNTY BOCC
302 N WILSON ST SUITE 301
CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

H. B. J. Holdings, LLC
P. O. Box 294
SAPULPA, OK 74067-0294

POLICY NUMBER: NAB6505837
POLICY PERIOD: From November 19, 2019 To November 19, 2020
INSURANCE COMPANY: Endurance American Insurance Co.

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

The above Certificate Holder is included as an Additional Insured but 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.

The coverage provided under this Endorsement or Certificate shall be considered primary and non-contributory from any other insurance available to the Additional Insured or to the certificate holder.

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 May 5, 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.

By: 
W. Brown & Associates Insurance Services

Date of Issue: May 6, 2020
Certificate No.: 3

SCHEDULE OF AIRCRAFT

DESCRIPTION OF AIRCRAFT				
No.	FAA Cert #	Serial #	Year/Make/Model	Insured Value
1	N422WT		2013 Cirrus SR22	\$625,000

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

AIRCRAFT LIABILITY COVERAGES				
No.	Single Limit Bodily Injury & Property Damage	Passenger Liability	Passenger Liability Limited To	
			Each Person	Each Occurrence
1	\$1,000,000	Included	\$100,000	\$400,000

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-27-2017

Contract/Lease Control #: L08-0347-AP

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: HBJ HOLDINS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/19/2008

Expiration Date: 07/11/2020

Description of Contract/Lease: DAP BLOCK 1/LOT 1

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>LOS-0347-AP</u>	Tracking Number: <u>2244-17</u>
Contractor/Lessee Name: <u>HBS Holdings</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Amendment three</u>	
Date/Term: <u>7-11-20</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$3,003.00 annuity plus tax</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stacy/minier</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Chris Powell</u>	Date: <u>2/8/2017</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written:	
<u>Krystal King</u>	Date: <u>2-9-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
<i>see approval dated 2/9/2017</i>	
Approved as written:	
_____	Date: _____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

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

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, February 09, 2017 2:40 PM
To: Dave Miner; Charles Powell
Cc: Krystal King; David Williams; Lynn Hoshihara
Subject: RE: Amendment Three to HBJ Holdings

On page 3 please remove the word "renewal" in the "In Witness..." sentence. Otherwise, this is approved for legal purposes.

From: Dave Miner [mailto:dminer@co.okaloosa.fl.us]
Sent: Wednesday, February 08, 2017 8:37 AM
To: Charles Powell
Cc: Parsons, Kerry; Krystal King; David Williams
Subject: Amendment Three to HBJ Holdings

Charles:

Please send out Amendment Number Three to HBJ Holdings for coordination. You will receive the original in distro.
Thank you.

Dave

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

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

Dave Miner

From: Krystal King
Sent: Wednesday, May 24, 2017 12:03 PM
To: Dave Miner
Subject: RE: COI HBJ Holdings

The COI meets the contract requirements.

Krystal King

Okaloosa County
Risk Management
(850)889-5977
Fax (850)889-5973

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

From: Dave Miner
Sent: Tuesday, May 23, 2017 3:24 PM
To: Krystal King <kking@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>
Subject: COI HBJ Holdings

Krystal:

Please review the attached COI for HBJ Holdings (L08-0347-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2016

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

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

PRODUCER Liaufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541	CONTACT NAME: James McCall
	PHONE (A/C No, Ext): (850) 460-7490 FAX (A/C No): (850) 460-7495 E-MAIL ADDRESS: james@lmigflorida.com
INSURED HBJ Holdings, LLC P O Box 294 Seulpa OK 74067	INSURER(S) AFFORDING COVERAGE
	INSURER A: Covington Specialty Insurance Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

CERTIFICATE NUMBER: CL1642700262

REVISION NUMBER:

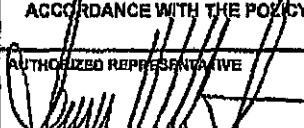
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		TBD	09/27/2016	09/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ EXCL. Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 5749 A Old Bethel Rd. 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 
---	---



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/27/2016

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		PHONE (A/C, No., Ext.) (850) 460-7490	COMPANY Covington Specialty Insurance Company 8381 Dix Ellis Trail Suite 100 Jacksonville FL 32256	
FAX (A/C, No.) (850) 460-7495	E-MAIL ADDRESS: james@lmigflorida.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00001060		LOAN NUMBER		POLICY NUMBER
INSURED HBJ Holdings, LLC POB 294 Sapulpa OK 74067		EFFECTIVE DATE 09/27/2016		EXPIRATION DATE 09/27/2017
				CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Airplane hangar located at 1001 Airport Rd. Destin, FL 32541.

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$100,000	\$5,000

REMARKS (Including Special Conditions)

Okaloosa County is listed as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Okaloosa County 5749 A Old Bethel Rd Crestview, FL 32536	MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

CERTIFICATE OF INSURANCE

Certificate Issued to: Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536
Insured: H.B.J. Holdings, LLC
Address: P.O. Box 294, Sapulpa, OK 74067-0294
Policy Number: TNI100158601
Effective Dates: 11/19/2016 to 11/19/2017
Insurer: **Torus National Insurance Company, c/o London Aviation Underwriters, Inc.**
Producer: Falcon Insurance Agency, Kerrville, TX Ph. 1-830-257-1000
Coverage: **N422WT 2013 Cirrus SR22**
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)
Combined Single Limit \$1,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$100,000 Each Passenger, Each Occurrence.
Includes TNI 0161 Non-Commercial Premises Liability Endorsement

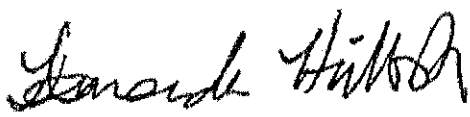
Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters.
EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.

This certificate or verification 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 or verification 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 the policy.

This Certificate cancels and supercedes any previously issued Certificates.

Date: 11/22/2016 10:42:26 AM

By: 
Authorized Representative
LONDON AVIATION UNDERWRITERS, INC.
226 Second Avenue West, Seattle, Washington 98119-4204

**AMENDMENT THREE OF LEASE L08-0347-AP
HBJ HOLDINGS, LLC HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment Three of Lease made and entered into this 21st day of June, 2017, hereby approves this third amendment for lease L08-0347-AP ("the Lease Agreement"), between HBJ Holdings, LLC. ("Lessee"), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on October 6, 2016, Lessee entered into an Assignment of Lease for Lease Agreement, L08-0347-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of July 11, 2020; and

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

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

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

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

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

AMENDMENT

1. Section 6 c titled "Ground Lease" of L08-0347-AP, is deleted and replaced as follows:

Lessee shall pay in advance an annual ground lease fee determined by bid. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, Florida 32542-1498. This lease includes TWO THOUSAND TWO (2,002) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of THREE THOUSAND

THREE DOLLARS (\$3,003.00) plus state sales tax and County non-ad valorem taxes.

2. Section 11 titled "Care of Leased Premises" of L08-0347-AP, is deleted and replaced as follows:

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

3. Section 27 "Place of Payments" of L08-0347, is hereby deleted and replaced as follows:

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

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

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



ATTEST:

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



LESSEE

Henry B. Johnson
HBJ Holdings, LLC
Henry B. Johnson
Date: March 22, 2017

ATTEST:

St. Woodley
Witness

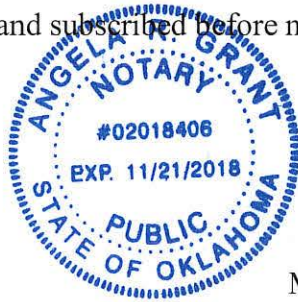
J. McComb
Witness

ACKNOWLEDGMENTS

STATE OF Oklahoma
COUNTY OF Creek

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

Sworn and subscribed before me this 22 day of March, 2017, AD.



Angela K Grant
NOTARY

My Commission Expires: 11-21-18



CA #13

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: June 20, 2017
TO: Honorable Chairman and Members of the Board
FROM: Tracy Stage
SUBJECT: HBJ Holdings, LLC Amendment Three to Hangar Lease Agreement
DEPARTMENT: Airport
BCC DISTRICT: 5

STATEMENT OF ISSUE: The Airports Department requests approval by the Board of County Commissioners for Amendment Three of the HBJ Holdings, LLC Hangar Lease Agreement, Block 1 Lot 1, at the Destin Executive Airport (L08-0347-AP).

BACKGROUND: On October 6, 2016, HBJ Holdings entered into a Lease Agreement for Hangar Space at the Destin Executive Airport. On November 15, 2016, the Board approved a Tiered Buy Down Program which enables current lessees to "Opt In" at the current Board approved lease rate of \$1.50 by paying a fee based on the lessees remaining lease term. The Board additionally approved, at the same meeting, new language for the storage of items in the lessees hangar. HBJ Holdings desires to "Opt In" the new hangar lease rate and the Airport received his fee. The Hangar Buy Down Program and the Care of Leased Premises hangar amendments were projected for Board approval in February-March 2017. Due to suggested revisions by the Clerk's office on the current insurance language in January 2017, the Airport ceased sending all lease amendments to the Board until the impact of any language change was known. On May 17th, modified insurance language was identified and will be used in all agreements prepared from that date going forward. The HBJ Holdings, LLC certificate of insurance and Opt In Form are attached along with the contract and lease internal coordination sheet.

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve Amendment Three of the HBJ Holdings for Hangar Lease at the Destin Executive Airport as described above.

RECOMMENDED BY:


 Tracy Stage, Airport Director 6/13/2017

APPROVED BY:


 John Hofstad, County Administrator 6/13/2017

SCANNED



John Hofstad, County Administrator

**ASSIGNMENT OF LEASE AND SECOND AMENDMENT TO LEASE L08-0347-AP
ROBERT A. SMITH HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Assignment of Lease and Second Amendment made and entered into this 6th day of October, 2016, hereby approves of the assignment between Robert A. Smith (hereinafter "Lessee") and HBJ Holdings, LLC (hereinafter "Assignee"), and further amends lease L08-0347-AP ("Lease Agreement"), dated May 18, 2016, by and between Robert A. Smith, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on May 18, 2016, Lessee entered into a Lease Agreement, L08-0347-AP with the County for Hanger Space at the Destin Executive Airport with a current expiration date of July 11, 2020 ; and

WHEREAS, Lessee now desires to assign its interest in L08-0347-AP to Assignee, and in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest; and

WHEREAS, in accordance with Section 14 of the Lease Agreement County now desires to amend the Lease agreement to incorporate a new lease payment, and additional terms.

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

I. CONSENT TO ASSIGNMENT

1. The County hereby consents to the assignment of the Lease by Lessee to Assignee in accordance with Section 14 of the Lease Agreement.

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

II. AMENDMENT TO THE LEASE AGREEMENT

FURTHERMORE, L08-0347-AP is hereby amended as follows:

3. Section 19 of the Lease Agreement is hereby amended to read:

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

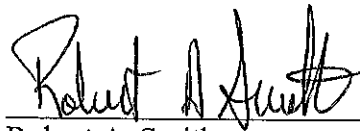
from date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. The address of the Lessee is: HBJ Holdings, LLC., Henry B. Johnson, P.O. Box 294, Sapulpa, OK 74067.

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

(The remainder of this page intentionally left blank)

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



LESSEE



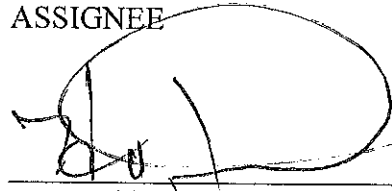
Robert A. Smith

Date: 9/16/16

ATTEST:

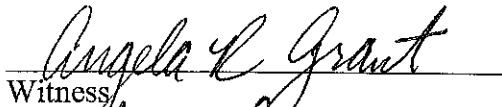

Witness
Witness

ASSIGNEE


HBJ Holdings, LLC

Date: 9-20-16

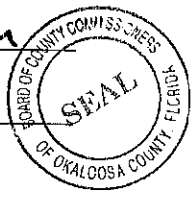
ATTEST:


Witness
Witness

OKALOOSA COUNTY

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

Date: 10/6/16



ATTEST:

Sandy J. Stanford
J.D. Peacock II, Clerk

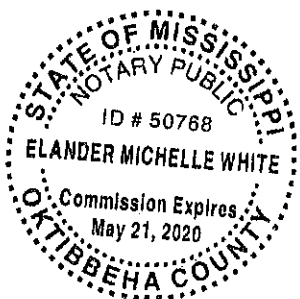


ACKNOWLEDGMENTS

STATE OF Mississippi
COUNTY OF Attala

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

Sworn and subscribed before me this 16th day of September, 2016, AD.



Elander Michelle White
NOTARY

My Commission Expires: May 21, 2020

ACKNOWLEDGMENTS

STATE OF Oklahoma
COUNTY OF Creek

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

Sworn and subscribed before me this 20 day of September, 2016, AD.

Angela K Grant
NOTARY

My Commission Expires: 11-21-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2016

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

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

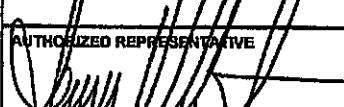
PRODUCER Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541	CONTACT NAME: James McCall PHONE (A/C, No, Ext): (850) 460-7490 E-MAIL ADDRESS: james@lmigflorida.com		FAX (A/C, No): (850) 460-7495
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HBJ Holdings, LLC P O Box 294 Sepulpa OK 74067	INSURER A: Covington Specialty Insurance Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1642700262 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUSR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TBD	09/27/2016	09/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCL. Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Okaloosa County 5749 A Old Bethel Rd. Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/27/2016

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541	PHONE (A/C, No, Ext): (950) 460-7490	COMPANY Covington Specialty Insurance Company 8381 Dix Ellis Trail Suite 100 Jacksonville FL 32256
FAX (A/C, No): (850) 460-7495	E-MAIL ADDRESS: james@lmigflorida.com	
AGENCY CUSTOMER ID #: 00001060	CODE: SUB CODE:	
INSURED HBJ Holdings, LLC POB 294 Sapulpa OK 74067	LOAN NUMBER	POLICY NUMBER TBD
	EFFECTIVE DATE 09/27/2016	EXPIRATION DATE 09/27/2017
	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Airplane hangar located at 1001 Airport Rd. Destin, FL 32541.

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$100,000	\$5,000

REMARKS (Including Special Conditions)

Okaloosa County is listed as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Okaloosa County 5749 A Old Bethel Rd Crestview, FL 32536	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

CERTIFICATE OF INSURANCE

Certificate Issued to: Okaloosa County, 5749 A Old Bethel Road, Crestview, FL 32536
Insured: H.B.J. Holdings, LLC
Address: P.O. Box 294, Sapulpa, OK 74067-0294
Policy Number: TNI100158600
Effective Dates: 11/19/2015 to 11/19/2016
Insurer: **Torus National Insurance Company, c/o London Aviation Underwriters, Inc.**
Producer: Falcon Insurance Agency, Kerrville, TX Ph. 1-830-257-1000
Coverage: **N422WT 2013 Cirrus SR22**
AIRCRAFT LIABILITY - Bodily Injury (Excluding Occupants), Damage to Property, and Bodily Injury to Passengers (Excluding Crew)
Combined Single Limit \$1,000,000 Each Occurrence But Bodily Injury to Passengers Limited to \$100,000 Each Passenger, Each Occurrence.
Includes TNI 0161 Non-Commercial Premises Liability Endorsement

Certificate Holder is named as an Additional Insured. See Policy language for limiting Parameters.
EXCLUDING any loss, damage, injury or liability which arises from above named Certificate Holder's negligence, whether sole or proportional, or the willful misconduct of above named Certificate Holder or their servants.

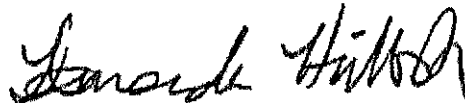
The Insurer agrees to provide the above named Certificate Holder at least 30 days notice, or 10 days notice if due to non-payment of premium, prior to cancellation or material change in the above coverage by the insurer.

This certificate or verification 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 or verification 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 the policy.

This Certificate cancels and supercedes any previously issued Certificates.

Date: 9/22/2016 11:48:40
AM

By:



Authorized Representative
LONDON AVIATION UNDERWRITERS, INC.
226 Second Avenue West, Seattle, Washington 98119-4204

**ASSIGNMENT OF LEASE AND FIRST AMENDMENT TO LEASE L08-0347-AP
DIVERSIFIED PROMOTIONS HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Assignment of Lease and First Amendment made and entered into this 18th day of May, 2016, hereby approves of the assignment between Diversified Promotions (hereinafter "Lessee") and Robert A. Smith (hereinafter "Assignee"), and further amends lease L08-0347-AP ("Lease Agreement"), dated September 19, 2008, by and between Diversified Promotions, and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County").

WITNESSETH:

WHEREAS, on September 19, 2008, Lessee entered into a Lease Agreement, L08-0347-AP with the County for Hanger Space at the Destine Executive Airport with a current expiration date of July 11, 2020 ; and

WHEREAS, Lessee now desires to assign its interest in L08-0347-AP to Assignee, and in accordance with Section 14 of the Lease Agreement, Lessee is required to obtain the County's consent prior to assigning its interest; and

WHEREAS, in accordance with Section 14 of the Lease Agreement County now desires to amend the Lease agreement to incorporate a new lease payment, and additional terms.

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

I. CONSENT TO ASSIGNMENT

1. The County hereby consents to the assignment of the Lease by Lessee to Assignee in accordance with Section 14 of the Lease Agreement.

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

II. AMENDMENT TO THE LEASE AGREEMENT

FURTHERMORE, L08-0347-AP is hereby amended as follows:

3. Section 6 of the Lease Agreement is hereby amended to read:
Lessee shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County,

Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND TWO (2,002) square feet at TWO DOLLARS AND SEVENTY FIVE CENTS (\$2.75) per square foot per year for a total annual cost of FIVE THOUSAND FIVE HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$5,505.50) plus tax.

4. Section 18c of the Lease Agreement is hereby amended to read:

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

5. Section 19 of the Lease Agreement is hereby amended to read:

Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. The address of the Lessee is: Robert A. Smith, P.O. Box 846, Starkville, MS 39760.

6. The Lease Agreement is further amended to incorporate the following provision:

Section 32. Taxes & Assessments

Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are incidental to the conduct of Lessee's operation and activities under this

Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

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

(The remainder of this page intentionally left blank)

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

LESSEE

Sherry W. Dorminy
Sherry Dorminy
Date: _____

ATTEST:

Witness

Witness

Joseph M. Schroy Jr
Matthew J. Ferris

ASSIGNEE

Robert A. Smith
Robert A. Smith

Date: 5/4/16

ATTEST:

Witness

Witness

Margaret D. Driscoll
Allene H. Howell

OKALOOSA COUNTY

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman
Date: 5/18/16



ATTEST:

Jay J. Stafford
J.D. Peacock II, Clerk



ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okla/0050

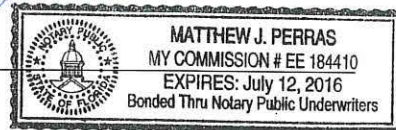
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared SHERRY DORMINY who, under oath, deposes and says that she is authorized to execute contracts and lease agreements and that she executed the foregoing instrument for the uses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

Sworn and subscribed before me this 2nd day of May, 2016, AD.



NOTARY

My Commission Expires: _____

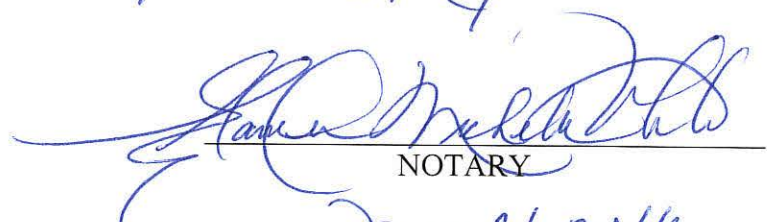


ACKNOWLEDGMENTS

STATE OF Mississippi
COUNTY OF OkTibbeha

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

Sworn and subscribed before me this 4th day of May, 2016, AD.



NOTARY

My Commission Expires: May 21, 2016





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

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

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

PRODUCER Liufau McCall Insurance Group 36006 Emerald Coast Pkwy Suite 601-B Destin FL 32541	CONTACT NAME: James McCall PHONE (A/C, No. Ext): (850) 460-7490 E-MAIL: james@lmigflorida.com ADDRESS: James@lmigflorida.com	FAX (A/C, No): (850) 460-7495
INSURED Robert A Smith P O Box 846 Starksville MS 39760	INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES CERTIFICATE NUMBER: CL1642700262 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EBD	5/15/2016	5/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCL Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Airplane hangar located at 1001 Airport Rd, Destin, FL 32541. Annual premium is \$1,171.17 paid in full. Okaloosa County is listed as additional insured.

CERTIFICATE HOLDER Okaloosa County 5749 A Old Bethel Rd Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

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

AGENCY Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541		PHONE (A/C, No, Ext): (950) 460-7490	COMPANY Covington Specialty Insurance Company 8381 Dix Ellis Trail Suite 100 Jacksonville FL 32256	
FAX (A/C, No): (950) 460-7495	E-MAIL ADDRESS: james@imgflorida.com			
AGENCY CUSTOMER ID #: 00001060	SUB CODE:			
INSURED Robert A Smith P O Box 846 Starksville MS 39760		LOAN NUMBER	POLICY NUMBER TBD	
		EFFECTIVE DATE 5/15/2016	EXPIRATION DATE 5/15/2017	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Airplane hangar located at 1001 Airport Rd. Destin, FL 32541

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$100,000	\$5,000

REMARKS (Including Special Conditions)

Annual premium \$1,171.17 paid in full. Okaloosa County is listed as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

Okaloosa County 5749 A Old Bethel Rd Crestview, FL 32536	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
LOAN #			
AUTHORIZED REPRESENTATIVE 			



GLOBAL AEROSPACE, INC

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

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

Date: April 19, 2016

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
5749 A Old Bethel Road
Crestview, FL 32536

Robert Smith
P.O. Box 846
Starkville, MS 39760

Policy No: 10174310

Policy Period: From January 23, 2016 to January 23, 2017

COVERAGES:

Table with 3 columns: Aircraft Liability, Limits of Liability, and monetary values. Includes rows for Single Limit Bodily Injury and Property Damage Liability Including Passengers.

AIRCRAFT:

Table with 2 columns: Year, Make and Model of Aircraft; Identification No. Includes entry for 2004 BEECH A36 with ID N364BG.

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

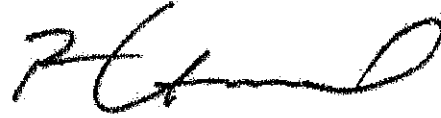
- 1. As respects any aircraft:
a) Described in this certificate,
b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR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

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

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:

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

ADDITIONAL INSURED - GOVERNMENT OR AIRPORT AUTHORITY

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

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

SCHEDULE

Okaloosa County

5749 A Old Bethel Road
Crestview, FL 32536

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: April 19, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10174310
Issued to: Robert Smith
Global Aerospace, Inc.

By: 

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/30/2008

Contract/Lease Control #: L08-0347-AP12-173

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

Award to/Lessee: DIVERSIFIED PROMOTIONS

Lessor: OKALOOSA COUNTY

Effective Date: 9/19/2008 Amount: \$16,355.

Term/Expires: 7/11/2020

Description of Contract/Lease: DAP BLOCK 1/LOT 1

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2014

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

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

PRODUCER Liufau McCall Insurance Group 36008 Emerald Coast Pkwy Suite 601-B Destin FL 32541	CONTACT NAME: James McCall PHONE (A/C, No, Ext): (850) 460-7490 E-MAIL ADDRESS: james@lmigflorida.com		FAX (A/C, No): (850) 460-7495
	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company		NAIC #
INSURED Dorminy Land Company, LLC 541 Harbor Blvd Destin FL 32541	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		
	INSURER G :		

COVERAGES CERTIFICATE NUMBER: CL146200052 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CPS1916233	3/5/2014	3/5/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

1001 Airport Rd
 Block 1, Unit 1
 Destin, FL 32541

LOB-0347-AP

CERTIFICATE HOLDER

Okaloosa County Purchasing Department
 602C North Pearl St
 Crestview, FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

DIVERSIFIED PROMOTIONS

This LEASE FOR HANGAR SPACE fully executed this 19~~TH~~ day of SEPTEMBER, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and DIVERSIFIED PROMOTIONS (hereinafter called "LESSEE").

WITNESSETH:

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

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

SECTION 1: TERM

This LEASE shall have an expiration date of July 11, 2020.

SECTION 2: AIRCRAFT OWNERSHIP

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

CONTRACT: L08-0347-AP12-173
LESSEE: DIVERSIFIED PROMOTIONS
DAP BLOCK 1/LOT 1
EXPIRES: 7/11/2020

WD

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

SECTION 3: IMPROVEMENTS TO COUNTY

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

SECTION 4: CONSTRUCTION OF HANGAR

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

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

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

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes TWO THOUSAND TWO (2,002) square feet at SIXTY EIGHT (\$.68) cents per square foot per year for a total annual cost of ONE THOUSAND THREE HUNDRED SIXTY THREE DOLLARS AND THREE CENTS (\$1,363.03) plus tax.

b. LATE CHARGES:

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

SECTION 7: ESCALATION CLAUSE:

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

SECTION 8: UTILITIES

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

SECTION 9: RIGHTS OF LESSOR

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

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

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

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

SAD

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

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

SECTION 11: CARE OF LEASED PREMISES

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

SECTION 12: MAINTENANCE IN LEASED PREMISES

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

SECTION 13: TAXES

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

SECTION 14: ASSIGNMENT AND SUBLEASE

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

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

SECTION 15: INSPECTION ON ASSIGNMENT

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

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

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

SECTION 17: RIGHTS OF ENTRY RESERVED

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

SECTION 18: INSURANCE

a. LIABILITY:

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

b. PROPERTY:

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

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

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

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a

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

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Diversified Promotions, Jerry Dorminy, 541 Hwy 98 E, Destin, FL 32541-7318.

SECTION 20: HOLD HARMLESS

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

SECTION 21: BINDING NATURE OF LEASE

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

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

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

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing

of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving LESSEE and right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 25: TERMINATION BY LESSOR

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

SECTION 26: NON-DISCRIMINATION

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

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

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

SECTION 27: PLACE OF PAYMENTS

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

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

SUD

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

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

SECTION 29: LEGAL DESCRIPTION

Contains 2,002 square feet more or less.

SECTION 30: RENEWAL OF LEASE

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

a. OPTION TERM:

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

b. RENT:

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

c. NOTICE:


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

SECTION 31: ENTIRE LEASE

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

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

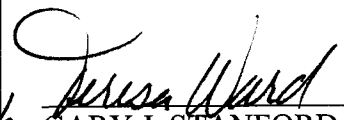
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



JAMES CAMPBELL
CHAIRMAN



ATTEST:



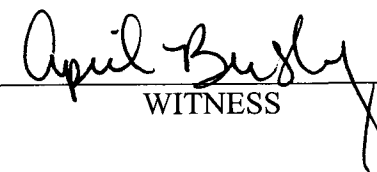
GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA



DIVERSIFIED PROMOTIONS
JERRY DORMINY



WITNESS



WITNESS

SUD

ACKNOWLEDGMENTS

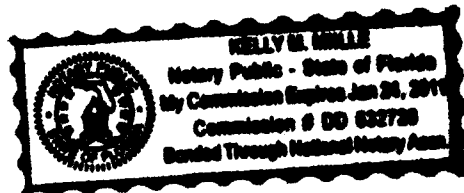
STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Sworn and subscribed before me this 10th day of September, 2008, AD.

Kelly M. Miller
NOTARY

My Commission expires: January 24, 2011



SMS