

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2021

Contract/Lease Control #: L21-0492-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: VERTEX AIRCRAFT INTERGRATION & SUSTAINMENT, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/20/2021

Expiration Date: 04/19/2022 W/5 1 YR RENEWALS

Description of: HANGAR SPACE AT 5465 JOHN GIVENS RD

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

Hangar and Apron Lease Agreement
With Vertex Aircraft Integration and Sustainment, LLC
At The Bob Sikes Airport (CEW)

This hangar lease agreement (the "Lease") is executed and entered into this 20th day of April, 2021, ("Commencement Date") by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N. Eglin Parkway, Suite 100, Shalimar, FL 32579, Florida, and Vertex Aircraft Integration and Sustainment, LLC, hereinafter referred to as "Lessee".

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

SECTION ONE
Leased Premises

1.1 Lessor does hereby lease to Lessee that certain real property at the Bob Sikes Airport (CEW) (the "Airport"), located at 5645 John Givens Road, Crestview, Florida, as further depicted on Exhibit A, which is attached hereto and incorporated herein, and which includes, without limitation, that approximately eighty-eight thousand eight hundred sixty-two (88,862) square feet of hangar/office, apron and parking space, including a 19,565 square foot office/hangar building, approximately 18,500 square feet of paved apron in front of the building, an asphalt paved parking lot to accommodate 21 vehicles and preferential use of the 100,000 square foot paved apron adjacent to the facility as depicted in the attached Exhibit A (collectively, the "Leased Premises"), for the following purposes:

- a. Aeronautical purposes and uses ancillary
- b. Airplane parking and maintenance and uses ancillary thereto.
- c. No other use is authorized for any portion of the Leased Premises. For the avoidance of doubt, the use of the Leased Premises consistent with Section 9.1 below shall be considered an authorized use.

1.2 Lessee shall enjoy use of the Airport facilities, e.g., runway, taxiway, as the Airport is a Public Use Airport.

SECTION TWO
Lease Term

2.1 The term of the Lease shall begin on the date of the formal execution of the Lease by Lessor for a period of one (1) year. This Lease may be renewed for five additional one (1) year terms upon written notice from Lessee delivered to Lessor. For any renewal, Lessee shall provide Lessor with a written Lease renewal notification no earlier than One Hundred Twenty (120) days and no later than ninety (90) days prior to the expiration of the Lease term then in effect. The Lease rate and terms for any renewal of the Lease shall be in accordance with the terms stated herein, including the escalation provisions set forth in Section Four.

SECTION THREE

Rent

3.1 Rent for the Leased Premises shall be One Hundred Thirty-Nine Thousand (\$139,000) Dollars per year payable in twelve equal monthly installments of \$11,583.33 ("Rent"). The Lessee shall make all Rent payments on the first day of each month to Lessor at the office of the Airports Director payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin AFB, FL 32542-1498. If the Commencement Date is not the first day of the month, Rent for the first month and last month of this Lease will be prorated based upon the total number of days of the month this Lease was in effect.

3.2 If Lessee fails to pay 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-eight (28) 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, which amounts will be included within the definition of and payable in the same manner as Rent.

SECTION FOUR

Escalation

4.1 The Lease shall be modified 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

Representations by Lessor

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

SECTION SIX

Utilities

6.1 At the commencement of the term Lessee agrees to transfer and establish accounts with any and all providers and pay all charges for utility services and costs of installations, including water, heat, light, power, alarms, controls, sewage and garbage that are related to Lessee's use and occupation of the Leased Premises.

SECTION SEVEN
Improvements

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 from the Leased Premises. On termination of this Lease, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures, installed by the Lessee that can be removed without unreasonable 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 Lessor makes no representations or warranty relative to the availability of any licenses or permits for improvements to the Leased Premises. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed, and any such construction, modification or alteration of the Leased Premises by Lessee shall be performed in accordance with all applicable law.

SECTION NINE
Care of Leased Premises

9.1 Lessee shall keep the Leased Premises neat, clean, mowed and orderly at all times. Lessee is permitted to store non-aeronautical items at the Leased Premises provided the items do not interfere with the aeronautical use of the Leased Premises and or impede the movement or access of the aircraft or other aeronautical contents of the Leased Premises. All petroleum products, solvents, cleaners and flammable material shall be stored in accordance with all applicable laws. 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.

9.2 Lessee shall not store, outside the hangar, items of any nature or kind to include, but not limited to, trailers, recreational vehicles, passenger vehicles, oil drums, barrels, aircraft parts, junk, trash, scrap metal, and any item that would otherwise interfere with any activities that take place on an active airport.

9.3 Lessor, at its sole cost and expense, shall keep the exterior and structural components of the Leased Premises, including, the roof of the Leased Premises, along with all HVAC, plumbing, electrical and related utility systems in good condition and repair. Lessee, at its sole cost and expense, shall keep the interior, nonstructural components of the Leased Premises not referenced above in good condition and repair.

SECTION TEN
Maintenance in Leased Premises

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

SECTION ELEVEN
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 Leased 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 business purpose. Lessee shall immediately, on discovery of any unlawful 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 the Leased Premises, any waste or unlawful act.

SECTION THIRTEEN
Solid and Hazardous Waste

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

13.2 Lessee agrees to provide Lessor within ten (10) days after the Lessor'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.

- 13.3 Hazardous Substances: The term "Hazardous Substance" means any substance:
- a. The presence of which requires or may later require notification, investigation or remediation under any environmental law: or
 - b. 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
 - c. 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
 - d. 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
 - e. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
 - f. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
 - g. That contains or emits radioactive particles, including, without limitation, radon gas.

SECTION FOURTEEN

Insurance

14.1 Lessee agrees to carry and maintain all policies outlined in Exhibit B at all times during the Lease term.

14.2 Lessor agrees to maintain Property (Hangar) Insurance on the Leased Premises at all times during the Lease term for the full replacement value of the Leased Premises at the Lessor's sole cost and expense and said insurance policy shall name Lessee as an additional insured. Lessee is responsible for insuring all contents, personal property and aircraft (unless the United States Government has assumed the risk of loss for any aircraft) stored at the Leased Premises at all times during the Lease term.

SECTION FIFTEEN
Indemnification and Hold Harmless

15.1 To the fullest extent permitted by law and to the extent not covered by any applicable insurance policies, Lessee shall indemnify and hold harmless Lessor, its officers and employees from expenses, liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, resulting from any injury to or death of any persons or damage to or loss of property, to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the Lessee and other persons employed or utilized by the Lessee in the performance of this Lease arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be install by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

Notwithstanding the forgoing, Lessee shall not be responsible for any damages arising as a result of the negligence or willful misconduct of Lessor, its agents, employees, or agents.

SECTION SIXTEEN
Non-Discrimination

16.1 Lessee, for itself, 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 Leased Premises, (2) that in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to enter and repossess said Leased Premises, 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 SEVENTEEN
Easements, Agreements, or Encumbrances

17.1 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. All existing easements agreements and encumbrances of record relating to the Leased Premises are attached hereto as Exhibit E.

SECTION EIGHTEEN
Liability; Risk of Loss

18.1 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, except for any damage arising as a result of the negligence or willful misconduct of Lessor, its agents, or assigns. Lessor has the right to inspect the Leased Premises during normal business hours 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.

18.2 Lessee assumes the risk of loss or damage Lessee's personal property stored at the Leased Premises, whether from windstorm, fire, earthquake, or any other cause whatsoever.

SECTION NINETEEN
Rights of Lessor

19.1 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. In the event of any such relocation, Rent shall be abated for such time as the Leased Premises are unavailable for Lessee's full use and enjoyment as contemplated by the Lease.

19.2 Lessor reserves for itself, its successors, and assigns, and 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 Leased Premises 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.

19.3 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 which would otherwise constitute an airport hazard.

19.4 Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, 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
Waivers

20.1 The failure of Lessor or Lessee, as the case may be, 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 or Lessee may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION TWENTY-ONE
Notice

21.1 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:

Vertex Aircraft Integration and Sustainment, LLC
Attention: Legal Department
5486 Fairchild Road
Crestview, FL 32539

SECTION TWENTY-TWO
Inspections

22.1 Upon providing Lessee written notice within a reasonable time, Lessor may conduct an annual inspection each year through the expiration of this agreement. Lessee is expected to be

available during normal business hours for the Lessor to inspect the hangar and Leased Premises to ensure that everything is in full compliance with this Lease.

SECTION TWENTY-THREE
Reserved

23.1 Reserved

SECTION TWENTY-FOUR
Compliance with Governmental Procedures

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

SECTION TWENTY-FIVE
Surrender of Possession

25.1 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 TWENTY-SIX
Default or Breach

- 26.1 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 involuntary 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 thirty (30) days after written notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) 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 fails to respond to a written notice from Lessor stating its belief that Lessee vacated or abandoned the Leased Premises within fifteen (15) days.

26.2 The following shall constitute a breach of this Lease by Lessor: If Lessor shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of thirty (30) days after written notice thereof by Lessee to Lessor or, if the performance cannot be reasonably had within the thirty (30) day period, Lessor shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance. Whether Lessor diligently proceeded shall be determined at the reasonable discretion of the Lessee.

SECTION TWENTY-SEVEN **Effect of Default**

27.1 In the event of any default hereunder, as set forth in this Lease Agreement, the rights of Lessor shall be as follows:

- a. Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than thirty (30) day 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 Leased Premises for the purpose of correcting or remedying any such default and 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.

27.2 In the event of any default hereunder, the rights of Lessee shall be as follows:

- a. Lessee may elect, but shall not be obligated, to make any repair required of Lessor herein, and deduct the cost of said repair from the following month's installment of Rent.
- b. Lessee shall have any other remedy available by law.

SECTION TWENTY-EIGHT Applicable Law and Venue

28.1 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. In the event legal action is instituted by any party to enforce the terms of this Lease, the prevailing party in such legal action shall be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of any appeals.

SECTION TWENTY-NINE Federal Requirements

29.1 Lessee and Lessor agree to comply with all federal regulations, including, but not limited to those set forth in Exhibit C, attached hereto and incorporated herein.

SECTION THIRTY Public Records

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

SECTION THIRTY-ONE Casualty

31.1 In the event of damage to or destruction of the Leased Premises by fire or other casualty, Lessor at its sole expense, shall promptly restore the Leased Premises as nearly as possible to its condition prior to such damage or destruction. During such reconstruction and repair, Lessor shall grant Lessee an abatement of Rent in proportion to the diminished usage of the Leased Premises due to the damage or destruction resulting from a fire or other casualty. If such restoration has not commenced by Lessor within one hundred twenty days following such destruction, Lessee may elect to terminate this Lease, and no further rent shall be due hereunder. In the event the Leased Premises is so extensively damaged as to render it untenable or shall amount to total destruction, Lessee, in its sole discretion, may choose to terminate the Lease. If

Lessee chooses not to terminate the Lease, Lessee shall not be responsible for payment of any Rent until such time as Lessee may again utilize the Leased Premises for its approved purposes.

SECTION THIRTY-TWO
Construction and Application of Terms

32.1. 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-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.

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

OKALOOSA COUNTY, FLORIDA

Carolyn N. Kitchel

Carolyn N. Kitchel
Chairman, Board of County Commissioners



Date: 4/20/2021

ATTEST.

J. D. Peacock II

J. D. Peacock II
Clerk of Circuit Court



LESSEE

[Signature]
Don Davis, SVP Vertex Aircraft Integration
and Sustainment, LLC

Date: March 23, 2021

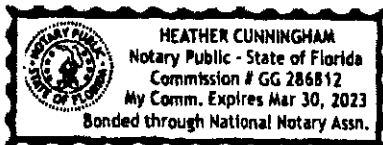
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WITNESS

ACKNOWLEDGEMENTS

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence by Don Davis He/She is personally known to me or has produced as identification

Sworn and subscribed before me this 23rd day of March, 2021



Heather Cunningham
NOTARY (Signature)

Heather Cunningham
NOTARY (Printed Name)
66286812

Commission Number: March 30, 2023 (exp)

Exhibit A
Leased Premises and Map

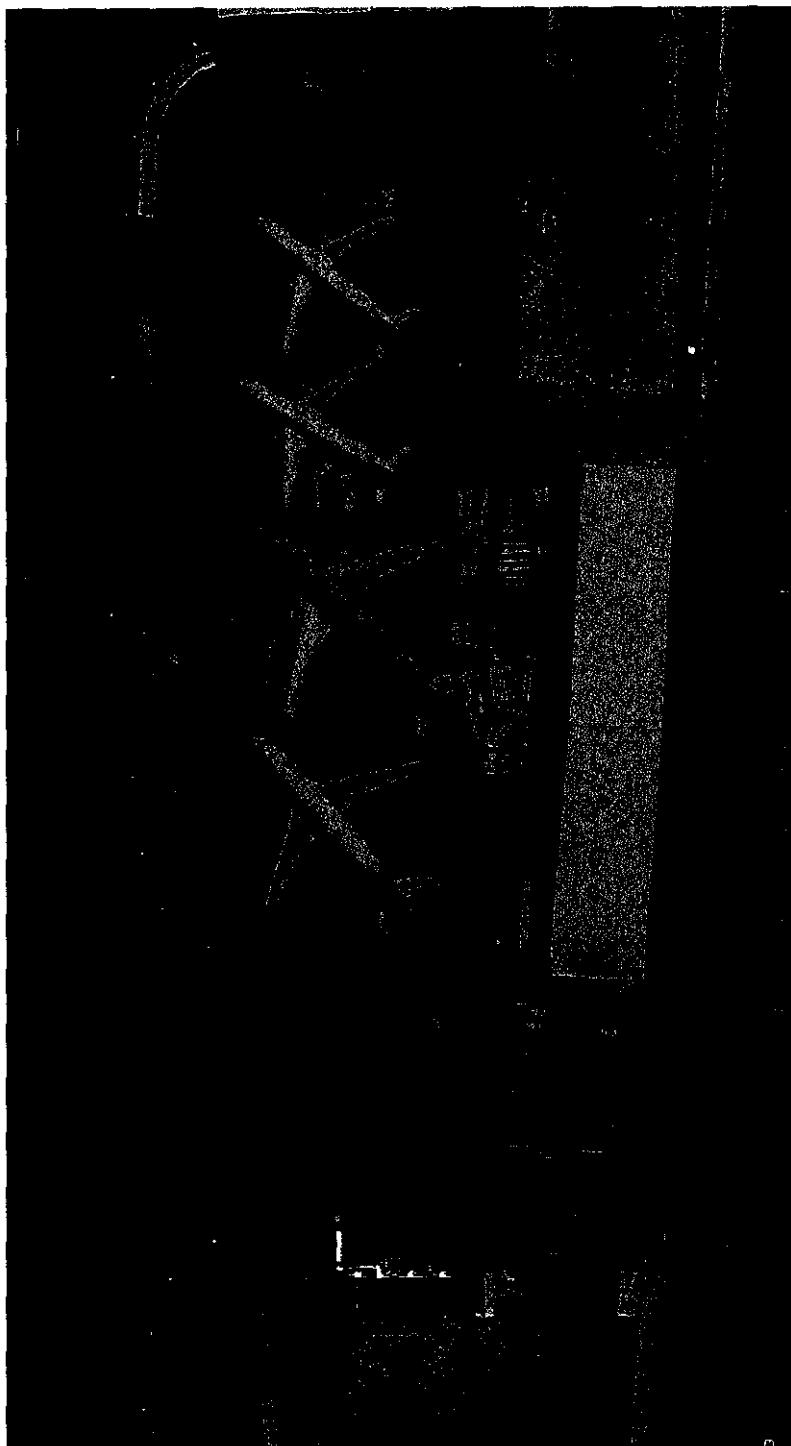


Exhibit B
Insurance Requirements

INSURANCE REQUIREMENTS
FOR COMMERCIAL USE

INSURANCE REQUIREMENTS

1. The Lessee shall not occupy the Leased Premises until all required insurance has been obtained and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee. Commercial use cannot begin until all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X according to the Best Key Rating Guide published by A.M. Beat & Co. Inc.
3. 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 Workers' Compensation policies.
5. Lessor 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.
6. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.

WORKERS' COMPENSATION INSURANCE

1. The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of its employees employed at the Leased Premises; evidence of insurance shall be furnished to Lessor.
2. The Lessee must be in compliance with all applicable State and Federal workers compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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. If Lessee is exempt, proof of the exemption from the State is required. 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 Lease. 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 Lessor in writing. The Lessee shall purchase additional liability insurance to maintain the requirements established in this Lease. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Lease. Excess liability insurance must state which policy it applies to.
3. Lessee shall carry Commercial General Liability Insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Lessee.
4. Commercial General Liability Coverage shall include the following (check all boxes that apply):
 - Premises & Operations Liability
 - Bodily Injury and Property Damage Liability
 - Contractual Liability
 - Personal & Advertising Injury
 - Environmental Impairment Liability
 - Aircraft Liability
 - Property (HANGAR)
 - Other: _____

PROPERTY INSURANCE

Lessor will obtain and maintain Property (Hangar) Insurance on the Leased Premises at all times during the Term for the full replacement value of the Leased Premises at the Lessor's sole cost and expense. Lessee shall be added as an additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If Lessee does not own vehicles, Lessee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of

endorsement to the Commercial General Liability policy or separate Business Auto Policy. Lessee must maintain this insurance coverage throughout the life of this Lease.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by the law and shall include Employer's liability with limits as prescribed in this contract:

	Insurance Type	Limit
1.	Worker' Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$100,000 each accident
2.	Commercial General Liability	\$3,000,000 each occurrence (combined single limit)
3.	Aircraft Liability	\$1,000,000 each occurrence (combined single limit)
4.	Business Automobile	\$1,000,000 (combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The Lessee agrees to report any incident or claim that results from performance of this Lease. Lessor 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.

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
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542

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 Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB, FL 32542

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 Lessor's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Lessee required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Lessee of any responsibility under this lease.

Should the Lessee engage a subcontractor or sub-subcontractor, the same conditions will apply under this Lease to each subcontractor and sub-subcontractor.

The Lessee hereby waives all rights of subrogation against Lessor and its consultants and other indemnities of the Lessee under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Exhibit C
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 itself, its 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, Lessor 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,
 - c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of

enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)

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

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

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

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

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

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

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

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

Subleases. The Lessee shall include the requirements of this clause, including this paragraph € (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 D
Public Records**

Public Records

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'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@myokaloosa.com.

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

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

Exhibit E

Easements, Agreements and Encumbrances

[insert list below and attach copies]

N/A

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

Procurement/Contract/Lease Number: DBD Tracking Number: 4258-21
Procurement/Contractor/Lessee Name: Vertex Airport Grant Funded: YES ___ NO X
Purpose: 5465 John Grews Rd.
Date/Term: 1yr w/ 5 1yr renewals
Department #: 4220R
Account #: 344170
Amount: 11,583.33 monthly
Department: Airport Dept. Monitor Name: Stacy

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-9-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no Federal Grant Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see email attached Date: 3/15/21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 3/17/21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Revised September 22, 2020

L21-0442-AP

DeRita Mason

From: Lisa Price
Sent: Monday, March 15, 2021 9:20 AM
To: DeRita Mason
Subject: RE: Hangar and Apron Lease with Vertex Aircraft Integration and Sustainment LLC

Approved by Risk for insurance purposes.

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



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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, March 9, 2021 11:44 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Hangar and Apron Lease with Vertex Aircraft Integration and Sustainment LLC

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, March 16, 2021 4:33 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: Hangar and Apron Lease with Vertex Aircraft Integration and Sustainment 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, March 9, 2021 12:44 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Hangar and Apron Lease with Vertex Aircraft Integration and Sustainment LLC

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB
Senior Contracts and Lease Coordinator



CERTIFICATE OF LIABILITY INSURANCE

6/29/2021

DATE (MM/DD/YYYY)
4/2/2021

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

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


PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE Property & Casualty Insurance Co		20699
INSURER B: *** SEE ATTACHMENT ***		
INSURER C: Westchester Fire Insurance Company		10030
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17465617 REVISION NUMBER: XXXXXXXX

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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPN10746152002	6/29/2020	6/29/2021	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 100,000,000 PRODUCTS - COMPI/OP AGG \$ 100,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2020	6/29/2021	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	WORKER'S 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	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073002	6/29/2020	6/29/2021	Each Occurrence \$100,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Okaloosa County Board of County Commissioners is named Additional Insured on the Aviation Liability as their interests may appear.

CERTIFICATE HOLDER 17465617 Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB FL 32542-1498	CANCELLATION See Attachment 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 
--	---

Named Insured :

Vertex Aerospace, LLC, Crestview Aerospace, LLC and Aero Structure Holdco Corp. and any parent, subsidiary, affiliated, associated or allied company, corporation, firm, organization and the Insured's interest in partnerships and joint ventures and any owned (wholly or partially) or controlled company(ies) where the Insured maintains an interest, as now or hereafter constituted or acquired.

Schedule Of Insurers (Insurer B - Excess Liability)

<u>Insurer</u>	<u>Policy No.</u>
Endurance American Insurance Company 4 Manhattanville Road Purchase, NY 10577 Share: 25% NAIC #013131	NXS6033470
Swiss RE International SE, UK Branch Kansas City, MO 64105 Share: 25%	AVNLS2002186
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596 Share: 25% NAIC #39217	100039077
Starr Indemnity & Liability Company 399 Park Avenue New York, NY 10022 Share: 25% NAIC #38318	1000189176-01

Schedule of Insured Aircraft:

<u>F.A.A. Number</u>	<u>Total Seats Incl Crew</u>	<u>Hull Limit</u>
N10FN Lear 36	6	\$1,327,800
N12FN Lear 36	6	\$1,327,800
N16FN Lear 36A	6	\$1,152,400
N26FN Lear 36	6	\$1,152,400
N39FN Lear 35	6	\$1,152,450
N50FN Lear 35A	6	\$1,152,450
N51FN Lear 35A	6	\$1,152,450

Attachment Code : D566022 Master ID: 1464921, Certificate ID: 17465617

N52FN Lear 35A	6	\$1,000,535
N83FN Lear 36	6	\$1,152,450
N84FN Lear 36	6	\$1,152,450
N53N Lear 35A	6	\$1,152,450
N18FN Lear 36A	6	\$1,315,000
N148GB (msn RK185) Hawker 400A	6	\$900,000