

EMERA-1

OP ID: CF

| ACORD | CER | RTIF | FICATE OF LIA | ABIL | ITY INS | SURAN | CE | | (MM/DD/YYYY) 111/2023 |
|---|-----------|------------|--|------------------|----------------------------|----------------------------|---|--|--------------------------|
| THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER | ATIVELY | (OR NCE | NEGATIVELY AMEND, DOES NOT CONSTITU | EXTE | ND OR ALTI | ER THE CO | VERAGE AFFORDED | TE HO | DLDER. THIS |
| IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, sub this certificate does not confer righ | ect to th | ne ter | ms and conditions of th | ne polio | sy, certain po | olicies may i | | | |
| PRODUCER | | | -978-4855 | CONTA | CT Terry M. | Britt | | | |
| Ebco Aviation Insurance, LLC 3070 Five Forks Trickum Road | | | | PHONE (A/C, N | 770 97 | 8-4855 | FAX (A/C, No |): | |
| P.O. Box 1534 | | | | E-MAIL ADDRE | ss: tbritt@ea | aisllc.com | | ······································ | |
| Snellville, GA 30078 Terry M. Britt | | | | INSURE | | | DING COVERAGE | | NAIC # |
| INSURED Emerald Coast Aviation dba Aero FX, | | LEV | | INSUR | | | | | |
| 5535 John Givens Road | inc., rue | | | INSUR | R C : | | | | |
| Crestview, FL 32539 | | | | INSUR | RD: | | <u></u> | | |
| | | | | INSUR | RE: | | | | |
| | | | | INSUR | :RF: | | | | |
| | | | NUMBER: | | | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SU | ' REQUIR | EMEN | IT, TERM OR CONDITION | OF AN | Y CONTRACT THE POLICIE | OR OTHER I | DOCUMENT WITH RESP D HEREIN IS SUBJECT | ECT TO | WHICH THIS |
| INSR TYPE OF INSURANCE | ADDL. | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIM | ITS | |
| A X COMMERCIAL GENERAL LIABILITY | | | | | | | EACH OCCURRENCE | \$ | 25,000,00 |
| CLAIMS-MADE X OCCUR | x | | AAPN10721118004 | | 01/06/2023 | 01/06/2024 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 500,00 |
| | | | | | | | MED EXP (Any one person) | \$ | 25,00 |
| | | | | | | | PERSONAL & ADV INJURY | \$ | 25,000,00 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | ļļ | | | | | GENERAL AGGREGATE | \$ | 25,000,00 |
| POLICY PRO- JECT LOC | | | | | 1 | | PRODUCTS - COMP/OP AGO | 3 \$ | 25,000,00 |
| OTHER: | | ├ | | | ; | | COMBINED SINGLE LIMIT | \$ | |
| | | | | | | | (Ea accident) | . \$ | |
| ANY AUTO OWNED AUTOS ONLY AUTOS | | | | | ļ | | BODILY INJURY (Per person) | | |
| AUTOS ONLY AUTOS | | | | | | | BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident) | () \$ \$ | |
| AUTOS ONLY AUTOS ONLY | | | | | | | (Per accident) | \$\$ | |
| UMBRELLA LIAB OCCUR | | | <u> </u> | | | | EACH OCCURRENCE | \$ | <u> </u> |
| EXCESS LIAB CLAIMS-N | ADE | | | | | | AGGREGATE | \$ | |
| DED RETENTION \$ | | | | | | | | \$ | |
| WORKERS COMPENSATION | | | | - | | | PER OTH- STATUTE ER | | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDENT | \$ | |
| | | | | | | | E.L. DISEASE - EA EMPLOY | ΞE \$ | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | ļ | | | | | E.L. DISEASE - POLICY LIMI | τ <u></u> \$ | |
| | | | | | | | ĺ | | |
| | | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / V | | | | | J | L | <u> </u> | | |
| DESCRIPTION OF OPERATIONO / LOOK TONS / V | | | | | · | | · | | |
| | | | <u></u> | | ONTRACT# | AC UB7 1039 015-1336 | S-AP EMERALD COAST AV | IATI | ON |
| CERTIFICATE HOLDER | | | | | | | OPERATION | | |
| | | | OKALOO1 | S | ERVICES | 0 NWFRA | | | FORE |
| Okaloosa County Boa County 302 N Wilson Street, S Crestview, FL 32536 | | | | AUTHO | RIZED REPRESE | | | | ED IN |
| Grestview, FL 32330 | | | | Terr | / M. Britt | | | | |
| ACORD 25 (2016/03) | | | <u></u> | <u>_l</u> | © 19 | 88-2015 AC | ORD CORPORATION | All ri | ghts reserved |

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| NOTEPAD | Emerald Coast Aviation dba Aero FX, INSURED'S NAME Inc., Fuel FX | EMERA-1 OP ID: CR | Date | PAGE 2 12/02/2020 |
|---|---|--|------|----------------------|
| additional ins The insurance person or orga injury or prop modification, organization. The Certificat days if for no The coverage is pr to the Certifi The coverage i | AAP236 Okaloosa County shall be included a sured but only as respects operations of the extended by this endorsement shall not app nization named in the schedule shall be ins erty damage which arises from the design, r repair, sale, or servicing of aircraft by the Holder will be provided with thirty (30) on-payment of premium) notice of cancellation ncludes On Airport Premises Auto Liability imary and non-contributory to any other ins cate Holder. Includes Contractual Liability, independent Excess Auto Liability | e named insured. ly to, and no sured for bodily nanufacture, chat person or days, (ten (10) on. Limit. surance available | | |

| DEP Form 62-761.900(3) Part C |
|--|
| Form Title: Financial Mechanisms for Storage Tanks |
| Part C: ST Insurance Endorsement |
| Form Effective Date October 2019 |
| Incorporated in Rules 62-761,420 and 62-762,421 F.A.C. |

STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurance Company or Risk Retention Group:

| Commerce and Industry Insurance Company | | | , herein referred to as "Insurer", | | | |
|---|--|--|------------------------------------|--|--|--|
| [Name of insurance compa | ny or risk retention group) | | | | | |
| 1271 Ave of the Ame (Business address of Insur | ricas FL 37, New York, NY 10020-1304 er] | | | | | |
| Insurer is a(n) <u>insurar</u> Insert | <u>nce company</u> "insurance company" or "risk retention group") | | | | | |
| Insured: Fuel Aviat | FX, Inc dba Emerald Coast ion | | | | | |
| | 4) John Givens Road zview, FL 32539 | | | | | |
| [Business address of owne | r or operator] | | <u> </u> | | | |
| Policy Number: | 067381335Endorsen | n ent Number: <u>not applicable</u> [If applicable] | | | | |
| Period of Coverage: | 11/30/22 - 11/30/23 | Policy Effective Date: | 11/30/22 | | | |
| | [Current policy period] | | | | | |
| Covered Locations: [List information for e | ach facility. See Instruction #6 on page / for details. Indica | te "See atlachment" if required.] | | | | |
| | · · · · · · · · · · · · | | | | | |

| FDEP FacID (for sites in Florida) | Facility Name and Site Address (for all sites covered) | <u>Number of Tanks</u> or Tank I.D. Nos. |
|--------------------------------------|--|---|
| | See Attachment(s) | |
| | | |
| | | |
| | | |
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Endorsement:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial

assurance for taking corrective action and compensating third parties for bodily injury and property damages caused by [insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of [insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

DEP Form 62-761.900(3)

Part C page 1 of 2 Entire form page 8 of 42 The limits of liability are:

Each Occurrence: \$ 5,000,000 Annual Aggregate: \$

5,000,000

If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.)

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (f) of this Paragraph 2 are hereby amended to conform with subsections (a) through (f):

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 280.102 and 280.104 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.

[Check here if the following paragraph, for claims-made policies, applies.]

(f) The insurance covers claims otherwise covered by the policy that are reported to insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that insurer is

| Licensed to transact the business of insurance | · · · · · · · · · · · · · · · · · · · |
|---|--|
| insert "licensed in any act the business of insurance" or "elic | gible to provide insurance as an excess or surplus lines insurer in Florida") Authority to amend policy, pursuant to paragraph 1., |
| [Signature of Authorized Representative of Insurer] | is substantiated by [Select at least one]: |
| John P. Ferreira, CPIA, Executive Vice Presedent | t embossed seal of Insurer |
| [Name and Title] | electronic seal of Insurer |
| | signature is of Insurer's President |
| 20 Commerce Drive, Floor 2, Cranford, NJ 07016 [Address] | |
| 800-475-4055 [Telephone Number] | accompanying letter from Insurer's President verifies signatory has authority to amend policies |
| ggardner@policymanagers.com [Email Address] | 11/29/22 TARY AND TARY |
| [Signature of Witness or Notary] | [Date of Wilness or Nolary] |
| Gloria A. Nossa [Printed Name of Witness or include Notary Seal] | GLORIA A. NOSSA NOTARY PUBLIC STATE OF NEW JERSEY |
| DEP Form 62-761.900(3) | MY COMMISSION EXPIRES APR. 28, 2023 Part C page 2 of 2 Entire form page 9 of 42 |

ENDORSEMENT

This endorsement, effective 12:01 AM, 11/30/22

Forms a part of Policy No: 067381335

Issued to: Fuel FX, Inc dba Emerald Coast Aviation

By: Commerce and Industry Insurance Company

AIG ENVIRONMENTAL® STORAGE TANK

THIRD-PARTY LIABILITY AND CLEAN-UP COSTS POLICY

SITE SCHEDULE

Site# Facility Name/Address, City, State, Zip,

- 1 Crestview Fuel Farm 5545 John Given Road Crestview, FL 32539 Location ID#: 9810864 #Of Tanks:003
- 2 Eglin Air Force Base 1701 State Rd 85 Elgin AFB, FL 32542 Location ID#: 8734152 #Of Tanks:010

All other terms, conditions, and exclusions shall remain the same.

UTHORIZED REPRESENTATIVE

or countersignature(in states where applicable)

81029(02/13) CI5261