

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2021

Contract/Lease Control #: L03-0228-AP

Procurement#: NA

Contract/Lease Type: LEASE

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/20/2021

Expiration Date: 12/03/2023

Description of: BOB SIKES AIRPORT MODIFICATION HANGAR

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

**CONSENT TO ASSIGNMENT OF LEASE L03-0228-AP**  
**CRESTVIEW AEROSPACE, LLC C/O VERTEX AEROSPACE, LLC LEASE AT THE**  
**BOB SIKES AIRPORT (CEW)**

This Consent to Assignment of Lease, made and entered into this 20th day of April, 2021, hereby approves of the assignment between Crestview Aerospace, LLC c/o Vertex Aerospace, LLC (“Lessee”) and Vertex Aircraft Integration and Sustainment, LLC, (“Assignee”).

**WITNESSETH:**

**WHEREAS**, the County and Lessee entered into a Lease Agreement, L03-0228-AP for Bob Sikes Airport Modification Hangar on August 4, 2004 at the Bob Sikes Airport with a current expiration date of December 3, 2023 (“Lease”); and

**WHEREAS**, Lessee requests to assign the Lease to Assignee; and

**WHEREAS**, in accordance with Section 19 of the Lease, 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.

**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:

**CONSENT TO ASSIGNMENT**

1. The County hereby consents to this assignment of the Lessee’s interest of Crestview Aerospace, LLC c/o Vertex Aerospace, LLC to Vertex Aircraft Integration and Sustainment, LLC.
2. Assignee by execution of this Consent to Assignment of Lease, 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.

(The remainder of this page intentionally left blank)

CONTRACT#: L03-0228-AP  
VERTEX AIRCRAFT INTEGRATION & SUSTAINMENT, LLC  
BOB SIKES AIRPORT MODIFICATION HANGAR  
EXPIRES: 12/03/2023

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


OKALOOSA COUNTY, FLORIDA

  
Carolyn M. Ketchel  
Chairman Board of County Commissioners



Date: APR 20 2021

ATTEST:

  
J.D. Peacock II  
Clerk of Circuit Court



LESSEE

*Don Davis*  
Don Davis, Crestview Aerospace, LLC c/o  
Vertex Aerospace, LLC  
Date: March 30, 2021

WITNESSES:

*[Signature]*  
Witness

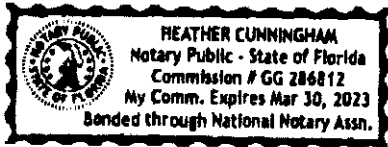
*[Signature]*  
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared DON DAVIS 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 30 day of March, 2021



*Heather Cunningham*  
NOTARY

My Commission Expires: March 30, 2023

ASSIGNEE

[Signature]  
Don Davis, SVP Vertex Aircraft Integration  
and Sustainment, LLC  
Date: March 30, 2021

WITNESSES:

[Signature]  
Witness  
[Signature]  
Witness

ACKNOWLEDGMENTS

STATE OF Florida  
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared DON DAVIS 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 30 day of March, 2021

[Signature]  
NOTARY



My Commission Expires: March 30, 2023

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

Procurement/Contract/Lease Number: 203-0228-AP Tracking Number: 4272-4  
Procurement/Contractor/Lessee Name: Vertex AIS Grant Funded: YES \_\_\_ NO X  
Purpose: assignment of lease  
Date/Term: 12-13-2023 1.  GREATER THAN \$100,000  
Department #: 4220R 2.  GREATER THAN \$50,000  
Account #: 340101 3.  \$50,000 OR LESS  
Amount: revenue  
Department: Airport Dept. Monitor Name: Stacy

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
White Meers Date: 3-23-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no federal pres Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**  
Approved as written: see email attached Date: 3-23-21  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: see email attached Date: 3-26-21  
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:** Lisa Price  
**Sent:** Tuesday, March 23, 2021 11:29 AM  
**To:** DeRita Mason  
**Subject:** RE: AOL L92-0051-AP and L03-0228-AP

This is approved by Risk.

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

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---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, March 23, 2021 11:14 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: AOL L92-0051-AP and L03-0228-AP

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Friday, March 26, 2021 2:54 PM  
**To:** DeRita Mason; 'Parsons, Kerry'  
**Cc:** Lisa Price  
**Subject:** Re: AOL L92-0051-AP and L03-0228-AP  
**Attachments:** AOL- Vertex Aerospace to Vertex AIS L03-0228-AP 3.26.21.docx; AOL - Vertex Aerospace to Vertex AIS LLC L92-0051-AP-1 3.26.21.docx

Attached are my changes. With these changes, these consents are approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Tuesday, March 23, 2021 12:14:13 PM  
**To:** 'Parsons, Kerry'  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: AOL L92-0051-AP and L03-0228-AP

Good morning,  
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)





**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)**

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

**Schedule of Insured Aircraft:**

<b><u>F.A.A. Number</u></b>	<b><u>Total Seats Incl Crew</u></b>	<b><u>Hull Limit</u></b>
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

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

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/09/2019

Contract/Lease Control #: L03-0228-AP

Procurement#: N/A

Contract/Lease Type: LEASE

Award To/Lessee: CRESTVIEW AEROSPACE, LLC. C/O VERTEX AEROSPACE, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/04/2004

Expiration Date: 12/03/2023

Description of Contract/Lease: ASSIGNMENT OF LEASE, BSAP AIRCRAFT MODIFICATION HANGER/HANGER BUILT BY COUNTY & LEASE TO CRESTVIEW AEROSPACE, LLC. C/O VERTEX AEROSPACE, LLC.

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-689-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: LO 3-0228-AP Tracking Number: 3420-19  
Procurement/Contractor/Lessee Name: Crestview Aerospace Corp. Grant Funded: YES \_\_\_ NO X  
Purpose: AOL to Crestview Aerospace, LLC c/o Vertex Aerospace LLC  
Date/Term: 12/3/23  
Amount: \_\_\_\_\_  
Department: AP  
Dept. Monitor Name: T. Stage

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
[Signature] Date: 6/17/19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: 6/19/19  
See email  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: 6/21/19  
See email  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

**Victoria Taravella.**

---

**From:** Karen Donaldson  
**Sent:** Wednesday, June 19, 2019 11:48 AM  
**To:** Victoria Taravella  
**Subject:** RE: Airport leases

Victoria

These are approved by Risk. Can ask why the one lease has a contract number instead of a lease number? It seems confusing and in the contract it refers to it as a contract and not a lease. Shouldn't we take this opportunity to get that fixed?

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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**From:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Sent:** Monday, June 17, 2019 8:21 AM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Edith Gibson <[egibson@myokaloosa.com](mailto:egibson@myokaloosa.com)>  
**Subject:** Airport leases

Please review and approve the attached lease renewals for risk purposes.  
Thank you,

*Victoria Taravella*  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)  
Phone: (850) 689-5960  
Fax: (850) 689-5970

**Victoria Taravella.**

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, June 21, 2019 9:12 AM  
**To:** Victoria Taravella  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Airport renewals

These are approved for legal purposes.

**Kerry A. Parsons, Esq.**



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

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---

**From:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Sent:** Tuesday, June 18, 2019 3:24 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Airport renewals

Kerry,  
Please see attached corrected contract amendments.  
Thank you,

*Victoria Taravella*  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)  
Phone: (850) 689-5960  
Fax: (850) 689-5970

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**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Monday, June 17, 2019 4:10 PM  
**To:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** RE: Airport renewals

Hey Victoria:

Two of these are missing the scrutinized contractor language.

**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](mailto:Kparsons@ngn-tally.com)

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---

**From:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Sent:** Monday, June 17, 2019 9:22 AM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Subject:** Airport renewals

Please review the attached airport lease renewals for legal purposes.  
Thank you,

*Victoria Taravella*  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)  
Phone: (850) 689-5960  
Fax: (850) 689-5970

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## Dave Miner

---

**From:** DeRita Mason  
**Sent:** Wednesday, June 26, 2019 8:54 AM  
**To:** Dave Miner  
**Cc:** Allyson Oury  
**Subject:** FW: Airport coordination

See below.

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Wednesday, June 26, 2019 8:50 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: Airport coordination

Keep in the scrutinized vendors.

**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](mailto:Kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, June 26, 2019 9:47 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Subject:** FW: Airport coordination

Please see email traffic below. I believe that we have already address this, but do leases need the vendors on scrutinized list new information.

**From:** Dave Miner  
**Sent:** Wednesday, June 26, 2019 8:45 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** Fw: Airport coordination

DeRita:

One othe item. Have you heard from Ms. Parsons on this?

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

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**From:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Sent:** Friday, June 21, 2019 1:09 PM  
**To:** Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>  
**Subject:** RE: Airport coordination

Dave,  
I have reached out to her and will relay the answer accordingly.  
Best,

*Victoria Taravella*  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)  
Phone: (850) 689-5960  
Fax: (850) 689-5970

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**From:** Dave Miner  
**Sent:** Friday, June 21, 2019 11:00 AM  
**To:** Victoria Taravella ; DeRita Mason  
**Cc:** Allyson Oury  
**Subject:** RE: Airport coordination

Thanks Victoria no problem, just needed the revised documents to send out for signature.

Also can we get a reading from Ms. Parsons on the scrutinized vendors list? When it came out it was for contracts. I just want to make sure before these leases go out for signature.

Thank you again.

Dave

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

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**From:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>  
**Sent:** Friday, June 21, 2019 10:53 AM  
**To:** Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>  
**Subject:** RE: Airport coordination

Dave,  
I apologize for not attaching them earlier. Please find all the documents attached. As for the scrutinized vendors, it is standard language that is now required by statute, I guess it applies to Leases as well as Contracts.  
Best,

*Victoria Taravella*  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)  
Phone: (850) 689-5960  
Fax: (850) 689-5970

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**From:** Dave Miner  
**Sent:** Friday, June 21, 2019 10:44 AM  
**To:** Victoria Taravella <[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>

**Cc:** Allyson Oury <aoury@myokaloosa.com>

**Subject:** RE: Airport coordination

Victoria:

Thank you.

On the AT&T Amendment Ms. Parsons stated see comments and her next e-mail stated revisions are fine. Please send me the revised document.

On the contract and two leases for Crestview Aerospace I added the scrutinized contractor language to the contract but not to the leases. On Ms. Parsons e-mail she stated two of these are missing the language and you corrected the amendment and Ms. Parsons approved. Please send me the revised documents but why did we add that language to the leases?

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://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."

**From:** Victoria Taravella <vtaravella@myokaloosa.com>

**Sent:** Friday, June 21, 2019 10:15 AM

**To:** Dave Miner <dminer@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>

**Subject:** Airport coordination

Dave,

Please find attached coordination for

L17-0453

C08-1664

L03-0228

L92-0051

For the last two we previously coordinated another amendment for them. Do you have the status of those please?

Thank you,

*Victoria Taravella*

Contracts & Lease Coordinator  
Okaloosa County Purchasing Dept.  
5479A Old Bethel Road  
Crestview, FL 32536

[vtaravella@myokaloosa.com](mailto:vtaravella@myokaloosa.com)

Phone: (850) 689-5960

Fax: (850) 689-5970

*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.**

## Dave Miner

---

**From:** Karen Donaldson  
**Sent:** Friday, July 12, 2019 2:54 PM  
**To:** Dave Miner  
**Subject:** RE: COI CV Aerospace

Dave

These meet the requirements.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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**From:** Dave Miner <dminer@myokaloosa.com>  
**Sent:** Friday, July 12, 2019 1:44 PM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Cc:** Allyson Oury <aoury@myokaloosa.com>  
**Subject:** RE: COI CV Aerospace

Karen:

Crestview Aerospace sent their general liability COI.  
Please review the COIs and let us know if they comply with requirements.

Thank you.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://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."

**From:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Sent:** Tuesday, July 9, 2019 2:04 PM  
**To:** Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>  
**Subject:** RE: COI CV Aerospace

Dave

I am sorry but they do need to have the commercial general liability. The Umbrella only enhances an underlying policy so if they don't have commercial general....the umbrella only enhances the auto policy. I didn't see any other active policy in the file that would take the place of it.

Thanks

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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**From:** Dave Miner <[dminer@myokaloosa.com](mailto:dminer@myokaloosa.com)>  
**Sent:** Tuesday, July 9, 2019 1:53 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Cc:** Allyson Oury <[aoury@myokaloosa.com](mailto:aoury@myokaloosa.com)>  
**Subject:** COI CV Aerospace

Karen:

Please review the attached COI for Crestview Aerospace for compliance.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://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."





# CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

DATE (MM/DD/YYYY)  
6/28/2019

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 :		

INSURED  
1464921 Crestview Aerospace, LLC  
c/o Vertex Aerospace, LLC  
555 Industrial Drive South  
Madison MS 39110

**COVERAGES**      **CERTIFICATE NUMBER: 16175006**      **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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>Aviation Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPN10746152001	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000,000 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 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO 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 checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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	AACN10746073001	6/29/2019	6/29/2020	Each Occurrence \$100,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 To the extent required but solely with respect to the Agreement between the Named Insured & Certificate Holder, subject to policy terms, conditions, limitations & exclusions, the following shall apply: Okaloosa County Airports Authority is included as an Additional Insured but only as respects the operations of the Named Insured. If the policy is cancelled or there is a material change to the policy, a 30 day notice will be provided. 10 days notice will be provided in the event of non-payment of premium.

**L03-0228-AP**  
**CRESTVIEW AEROSPACE, LLC c/o**  
**VERTEX AEROSPACE, LLC**  
**BSAP AIRCRAFT MOD HANGER/HANGER**  
**EXPIRES: 12/03/2023**

CERTIFICATE HOLDER

CANCELLATION See Attachment

16175006

Okaloosa County  
 5479 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

**Named Insured :**

Vertex Aeropace, LLC 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 nowor hereafter constituted or acquired.

**Schedule Of Insurers (Insurer B - Excess Liability)**

**Insurer**

**Policy No.**

Endurance American Insurance Company  
 4 Manhattanville Road  
 Purchase, NY 10577  
 Share: 50%  
 NAIC #013131

**NXS6025607**

North American Elite Insurance Company  
 1200 Main St., Suite 800  
 Kansas City, MO 64105  
 Share: 25%  
 NAIC #29700

**FGG3000216-01**

QBE Insurance Corporation  
 One QBE Way  
 Sun Prairie, WI 53596  
 Share: 25%  
 NAIC #39217

**QAVC000443**

**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
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



# CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

DATE (MM/DD/YYYY)

6/26/2019

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).


<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1448790 Crestview Aerospace, LLC c/o Vertex Aerospace, LLC 555 Industrial Drive South Madison MS 39110	<b>INSURER A:</b> National Union Fire Ins Co Pitts. PA	<b>NAIC #</b> 19445
	<b>INSURER B:</b> *** SEE ATTACHMENT ***	
	<b>INSURER C:</b> Federal Insurance Company	20281
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 16126816                      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y	N	CA 1722306	6/29/2019	6/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	79866408	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	"See Attached"	6/29/2019	6/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 OKALOOSA COUNTY ARE INCLUDED AS ADDITIONAL INSURED(S) IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY PER THE TERMS AND CONDITIONS OF THE POLICY. A WAIVER OF SUBROGATION APPLIES IN FAVOR OF PASTE HERE IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO UMBRELLA LIABILITY AND WORKERS' COMPENSATION PER THE TERMS AND CONDITIONS OF THE POLICY WHERE PERMITTED BY STATE LAW. A 30-DAY NOTICE OF CANCELLATION IS INCLUDED IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO UMBRELLA LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION PER THE TERMS AND CONDITIONS OF THE POLICY.

<b>CERTIFICATE HOLDER</b> 16126816 OKALOOSA COUNTY 5479 A OLD BETHEL ROAD CRESTVIEW FL 32536  <b>L03-0228-AP</b> <b>CRESTVIEW AEROSPACE, LLC c/o</b> <b>VERTEX AEROSPACE, LLC</b> <b>BSAP AIRCRAFT MOD HANGER/HANGER</b>	<b>CANCELLATION</b> See Attachments  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 
---	--

**Workers' Compensation and Employers' Liability**

<b>Insurer</b>	<b>Policy Number</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
<b>Illinois National Insurance Co.</b>	<b>WC 014022165 (FL)</b>	<b>6/29/2019</b>	<b>6/29/2020</b>
<b>New Hampshire Insurance Co.</b>	<b>WC 014022166 (AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, ME, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV)</b>	<b>6/29/2019</b>	<b>6/29/2020</b>
<b>American Home Assurance</b>	<b>WC 014022167 (CA)</b>	<b>6/29/2019</b>	<b>6/29/2020</b>
<b>New Hampshire Insurance Co.</b>	<b>WC 014022168 (MA, ND, OH, WA, WI, WY)</b>	<b>6/29/2019</b>	<b>6/29/2020</b>
<b>New Hampshire Insurance Co.</b>	<b>WC 014022169 (AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT)</b>	<b>6/29/2019</b>	<b>6/29/2020</b>

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L03-0228-AP  
CRESTVIEW AEROSPACE CORPORATION AT THE  
BOB SIKES AIRPORT**

This Consent to Assignment of Lease and Amendment, made and entered into this 20<sup>th</sup> day of August, 2019, hereby approves of the assignment between Crestview Aerospace Corporation ("Licensee") and Crestview Aerospace, LLC c/o Vertex Aerospace, LLC, ("Assignee").

**WITNESSETH:**

**WHEREAS**, the County entered into a Lease Agreement, L03-0228-AP for Bob Sikes Airport Modification Hangar on August 4, 2004 at the Bob Sikes Airport with a current expiration date of December 3, 2023; and

**WHEREAS**, Lessee desires an Assignment of Lease from Crestview Aerospace Corporation to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC; and

**WHEREAS**, in accordance with Section 19 of the Lease Agreement, Licensee 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

**WHEREAS**, the County as recipient of federal assistance is required to incorporate specific revisions in grant funded leases. These provisions are being incorporated per this amendment as listed below; and

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

**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 19 of L03-0228-AP, the County hereby consents to this assignment of the Licensee interest of Crestview Aerospace Corporation to Vertex Aerospace, 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.

**II. AMENDMENT TO THE LEASE AGREEMENT**

L03-0228-AP is hereby amended as follows:

Page 1 of 16  
L03-0228-AP

**LEASE #: L03-0228-AP  
CRESTVIEW AEROSPACE, LLC C/O  
VERTEX AEROSPACE, LLC.  
BSAP AIRCRAF MOD HANGER/HANGER  
BUILT BY COUNTY & LEASE TO CA  
EXPIRES: 12/03/2023**

1. Section 5 titled "Rent", is deleted and replaced as follows:

A basic hangar lease rent of TWO DOLLARS (\$2.00) per square foot per year is established for the hangar building, as depicted in the original Exhibit "A", and a separate basic ground lease rent of TWENTY CENTS (\$.20) per square foot per year is established for the area occupied by said hangar (these rents are collectively referred to herein as the "Lease Rents"). The base annual Lease Rents will be ONE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED TWENTY TWO DOLLARS AND SIXTY CENTS (\$121,622.60). The Lease Rents provided for herein is all inclusive of any amounts to be paid to Lessor by Lessee for occupancy, except that the Lessee shall be responsible for the payment of any taxes that may be applicable. The Lessee shall pay to Lessor at the office of Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498 or at such place designated by Lessor, the Lease Rents as provided for in this Section 5, payable in advance in equal successive installments upon the first day of each calendar month, beginning the effective date of this lease. The Lease Rents 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).

2. Section 14d under Section 14 titled "Insurance", is deleted and replaced as follows:

All public liability and automobile 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 and ten (10) day notice for 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, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Airports Administration. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

3. Section 19 titled "Assignment and Sublease", is deleted and replaced as follows:

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by Lessor and payment of an approval fee of One Thousand Dollars (\$1,000.00). During the initial twenty (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 Lessor. 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 Dollars (\$1,000.00) approval fee shall be refunded. Following the initial twenty (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.

4. Section 20 titled "Notices", is hereby deleted and replaced as follows:

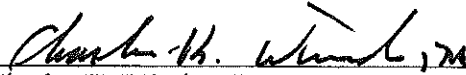
Any and all notices to be given under this Lease may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless 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: Crestview Aerospace, LLC c/o Vertex Aerospace, LLC, Kathleen Virdin, 5486 Fairchild Road, Crestview, FL 32539.

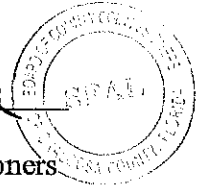
5. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.
6. Lessee agrees to comply with insurance requirements in Exhibit "C", attached hereto and incorporated herein.
7. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

(The remainder of this page intentionally left blank)

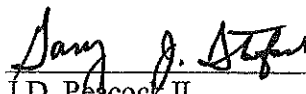
IN WITNESS WHEREOF, the parties hereto have executed this assignment and amendment as of the day and year first written.

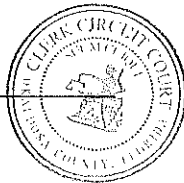
OKALOOSA COUNTY, FLORIDA

  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners  
Date: AUG 20 2019




ATTEST:

  
J.D. Peacock II  
Clerk of Circuit Court







LICENSEE

  
\_\_\_\_\_  
Jeremy Nance  
Date: 6/28/19


ASSIGNEE

  
\_\_\_\_\_  
Crestview Aerospace, LLC c/o Vertex  
Aerospace, LLC  
Jeremy Nance  
Date: 6/28/19

ATTEST:

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

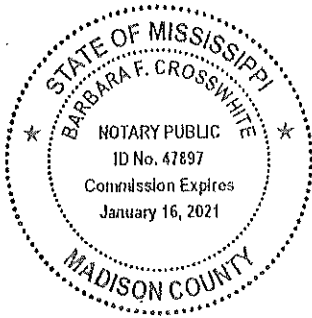
Witness

ACKNOWLEDGMENTS

STATE OF Mississippi  
COUNTY OF Madison

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEREMY NANCE 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 28 day of June, 2019, AD.



Barbara F. Crosswhite  
NOTARY

My Commission Expires: January 16, 2021

## 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,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, 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 contract 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 contract, 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 contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, 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 contract, 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 contract.

(4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27,

2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. 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 contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Lessee shall comply, for the period of performance of this contract, 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.

**VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.



**Exhibit "C"**

**GENERAL SERVICES INSURANCE REQUIREMENTS FOR LEASES**

(Revised: 1-2-19 KDonaldson)

**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. With the exception of Workers' Compensation insurance, the County shall be shown as an Additional Insured (with a Waiver of Subrogation when applicable) on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this lease. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Lessee.
6. The County reserves the right at any time to require the Lessee to provide copies of any insurance policies to document the insurance coverage specified in this lease.

**WORKERS' COMPENSATION INSURANCE**

1. 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.

**BUSINESS AUTOMOBILE LIABILITY**

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 the Lessee does not own vehicles, the 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.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Lessee shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the lessee.
2. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises & Operations Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability

**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>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident

- |    |                                 |  |
|----|---------------------------------|--|
| 2. | Business Automobile             | \$1,000,000 each accident<br>(A combined single limit)   |
| 3. | Commercial General Liability    | \$1,000,000 each occurrence<br>(A combined single limit) |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence                              |

**NOTICE OF CLAIMS OR LITIGATION**

The Lessee agrees to report any incident or claim that results from this lease. 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**

To the fullest extent permitted by law, 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
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 the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. 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).

5. 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.

#### **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.

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.

#### **EXCESS/UMBRELLA INSURANCE**

The Lessee shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLAS insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLAS liability coverage must equal or exceed the minimum liability insurance limits stated in this lease. An EXCESS liability policy must be submitted showing which policy it applies to.

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/9/2003

Contract/Lease Control #: L03-0228-AP20-89

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: CAC

Lessor: OKALOOSA COUNTY

Effective Date: 12/3/2003 \$2,432,440.00

Term: EXPIRES 12/3/2023

Description of Contract/Lease: BSAP AIRCRAFT MODIFICATION HANGER  
HANGER BUILT BY COUNTY AND LEASED TO CAC

Department Manager: AIRPORT

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:

Note: Lease was modified 8/10/2004. Modified version was not coordinated, not taken to BCC for approval and was signed by Ms Riggs not the Chairman or Vice Chairman

  
9/2/2004



# CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

DATE (MM/DD/YYYY)  
6/28/2019

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).

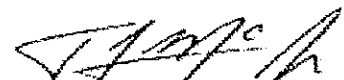
PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-8000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1464921 Crestview Aerospace, LLC c/o Vertex Aerospace, LLC 655 Industrial Drive South Madison MS 39110	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER 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: 16175006 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPN10746152001	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 100,000,000 PRODUCTS - COM/POP AGG \$ 100,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	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	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	AACN10746073001	6/29/2019	6/29/2020	Each Occurrence \$100,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) To the extent required but solely with respect to the Agreement between the Named Insured & Certificate Holder, subject to policy terms, conditions, limitations & exclusions, the following shall apply: Okaloosa County Airports Authority is included as an Additional Insured but only as respects the operations of the Named Insured. If the policy is cancelled or there is a material change to the policy, a 30 day notice will be provided. 10 days notice will be provided in the event of non-payment of premium.

CERTIFICATE HOLDER  16175006 Okaloosa County 5479 A Old Bethel Rd Crestview FL 32536	CONTRACT#: L03-0228-AP CRESTVIEW AEROSPACE CORP BASP AIRCRAFT MODIFICATION HANGER EXPIRES: 10/03/2023
	AUTHORIZED REPRESENTATIVE 

**Named Insured :**

**Vertex Aerospace, LLC 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>
<b>Endurance American Insurance Company</b> <b>4 Manhattanville Road</b> <b>Purchase, NY 10577</b> <b>Share: 50%</b> <b>NAIC #013131</b>	<b>NXS6025607</b>
<b>North American Elite Insurance Company</b> <b>1200 Main St., Suite 800</b> <b>Kansas City, MO 64105</b> <b>Share: 25%</b> <b>NAIC #29700</b>	<b>FGG3000216-01</b>
<b>QBE Insurance Corporation</b> <b>One QBE Way</b> <b>Sun Prairie, WI 53596</b> <b>Share: 25%</b> <b>NAIC #39217</b>	<b>QAVC000443</b>

**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
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



# CERTIFICATE OF LIABILITY INSURANCE

6/29/2019

DATE (MM/DD/YYYY)

6/25/2019

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).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Union Fire Ins Co Pitts. PA</td> <td>19445</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2">*** SEE ATTACHMENT ***</td> </tr> <tr> <td>INSURER C:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co Pitts. PA	19445	INSURER B:	*** SEE ATTACHMENT ***		INSURER C:	Federal Insurance Company	20281	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:	Federal Insurance Company	20281																				
INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED</b> 1448790 Crestview Aerospace, LLC c/o Vertex Aerospace, LLC 555 Industrial Drive South Madison MS 39110																						

**COVERAGES**      **CERTIFICATE NUMBER:** 16126816      **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	<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:	N	N	GL 1929982	6/29/2018	6/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	Y	N	CA 3584712	6/29/2018	6/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	79866408	6/29/2018	6/29/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	"See Attached"	6/29/2018	6/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. OKALOOSA COUNTY ARE INCLUDED AS ADDITIONAL INSUREDS IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY PER THE TERMS AND CONDITIONS OF THE POLICY. A WAIVER OF SUBROGATION APPLIES IN FAVOR OF PASTE HERE IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO UMBRELLA LIABILITY AND WORKERS' COMPENSATION PER THE TERMS AND CONDITIONS OF THE POLICY WHERE PERMITTED BY STATE LAW. A 30-DAY NOTICE OF CANCELLATION IS INCLUDED IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY, UMBRELLA LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION PER THE TERMS AND CONDITIONS OF THE POLICY.

<b>CERTIFICATE HOLDER</b> 16126816 OKALOOSA COUNTY 5479 A OLD BETHEL ROAD CRESTVIEW FL 32536	<b>CONTRACT#:</b> L03-0228-AP <b>CRESTVIEW AEROSPACE CORP</b> <b>BASP AIRCRAFT MODIFICATION HANGER</b> <b>EXPIRES: 10/03/2023</b>	) POLICIES BE CANCELLED BEFORE NOTICE WILL BE DELIVERED IN IONS.
<b>AUTHORIZED REPRESENTATIVE</b> 		

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### Workers' Compensation and Employers' Liability

<b>Insurer</b>	<b>Policy Number</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
<b>New Hampshire Insurance Company</b>	<b>WC 018325523 (AOS)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>American Home Assurance Company</b>	<b>WC 0182325524 (CA)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>New Hampshire Insurance Company</b>	<b>WC 018325525 (MA, WI)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>Illinois National Insurance Co.</b>	<b>WC 018325526 (FL)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>New Hampshire Insurance Company</b>	<b>WC 018325527 (AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2019

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 endorsements(s).

PRODUCER Lockton Companies, LLC 8110 E. Union Ave. #700 Denver, CO 80237-2966	CONTACT NAME: Paul MacAllister	
	PHONE (A/C, No, Ext): (303) 414-6058 FAX (A/C, No): (303) 865-6058	
	E-MAIL ADDRESS: Paul.MacAllister@lockton.com	
INSURED Vertex Aerospace Services Corp. & Flight International Aviation, LLC, et al. 555 Industrial Dr. South Madison, MS 39110-9072	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Lloyds' & Various Companies	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	AVIATION GENERAL LIABILITY <input checked="" type="checkbox"/> AVIATION GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			B0713AVNLS1801805	06/29/2018	06/29/2019	EACH OCCURRENCE \$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						IRRY (Per accident) \$
							DAMAGE \$
							DIFFERENCE \$
							\$
							WC STATUTORY LIMITS
							OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

CONTRACT # L03-0228-AP  
CAC  
BSAP AIRCRAFT MODIFICATION HANGER  
EXPIRES: 12/03/2023

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Type of Insurance: Legal Liability including Products/Completed Operations, Premises & Personal Injury Liabilities  
Limits of Liability: \$5,000,000 CSL BI & PD each occurrence & in the annual aggregate with respect to Products/Completed Ops & Personal Injury  
To the extent required but solely with respect to the Agreement between the Named Insured & Certificate Holder, subject to policy terms, conditions, limitations & exclusions, the following shall apply: Okaloosa County Airports Authority is included as an Additional Insured but only as respects the operations of the Named Insured.  
If the policy is cancelled or there is a material change to the policy, a 30 day notice will be provided. 10 days notice will be provided in the event of non-payment of premium.

CERTIFICATE HOLDER Okaloosa County 5479 Old Bethel Road 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
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# CERTIFICATE OF LIABILITY INSURANCE

6/29/2019

DATE (MM/DD/YYYY)

2/1/2019

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.

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<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1458786 Vertex Aerospace, LLC c/o Vertex Aerospace Services Corp. 555 Industrial Drive South Madison MS 39110	<b>INSURER A:</b> National Union Fire Ins Co Pitts. PA 19445	
	<b>INSURER B:</b> *** SEE ATTACHMENT ***	
	<b>INSURER C:</b> Federal Insurance Company 20281	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15678952      **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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	CA 3584712	6/29/2018	6/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR    CLAIMS-MADE DED    RETENTION \$	Y	N	79866408	6/29/2018	6/29/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	"See Attached"	6/29/2018	6/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 OKALOOSA COUNTY ARE ADDITIONAL INSURED UNDER AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION APPLIES UNDER AUTOMOBILE LIABILITY FOR REASONS OTHER THAN NON-PAYMENT.  
 WAIVER OF SUBROGATION APPLIES UNDER WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

15678952  
 OKALOOSA COUNTY  
 5479 OLD BETHEL ROAD  
 CRESTVIEW FL 32536

**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

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### Workers' Compensation and Employers' Liability

<b>Insurer</b>	<b>Policy Number</b>	<b>Eff. Date</b>	<b>Exp. Date</b>
<b>New Hampshire Insurance Company</b>	<b>WC 018325523 (AOS)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>American Home Assurance Company</b>	<b>WC 0182325524 (CA)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>New Hampshire Insurance Company</b>	<b>WC 018325525 (MA, WI)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>Illinois National Insurance Co.</b>	<b>WC 018325526 (FL)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>
<b>New Hampshire Insurance Company</b>	<b>WC 018325527 (AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT)</b>	<b>6/29/2018</b>	<b>6/29/2019</b>



AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED L3 Technologies, Inc. -Crestview Aerospace 600 Third Avenue New York, NY 10016	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Okaloosa County is included as an additional insured (blanket endorsement) solely with respect to General Liability and Auto Liability coverages as evidenced herein as required by written contract with respect to leased premises. 30 day notice of cancellation/10 day non-pay.



Factory Mutual Insurance Company  
 300 Kimball Drive  
 Suite 200  
 Parsippany, New Jersey  
 07054-2712  
 United States of America  
 Tel: (1) 973 402-2200  
 Fax: (1) 973 402-1070

**CERTIFICATE OF INSURANCE**

This document is issued as a matter of information only and confers no rights upon the document holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

**Policy No.:** 1031515 **Policy Term**  
**Account No.:** 1-30326 **Effective Date:** 01 January 2018  
**Expiration Date:** 01 January 2019

**NAMED INSURED:**

L3 Technologies, Inc.

**DESCRIPTION AND LOCATION OF PROPERTY COVERED:**

Real and Personal Property

5486 Fairchild Road  
 Crestview, Florida 32539-8155, USA

**Location No.:** **INDEX No.:**  
 PI01 084495.11

**Division:**  
 Platform Integration Systems

**COVERAGE IN FORCE:** (subject to limits of liability, deductibles and conditions in the Policy)

**Insurance Provided:** **Peril:** **Limit Of Liability:**  
 Property Damage All Risk USD 225,317,000

**ADDITIONAL INTERESTS:**

Additional interests as detailed below are covered in accordance with Certificates of Insurance issued to such interests and on file with this Company. Loss, if any, shall be payable to such additional interests, as their interests may appear, and in accordance with loss payment provisions of the Policy.

**CERTIFICATE TERM:** **Effective:** 01 January 2018  
**Expires:** 01 January 2019

**INTEREST TYPE:**

Loss Payee in accordance with the Additional Interest clause stated above.

Okaloosa County  
 5749 A Old Bethel Road  
 Crestview, Florida 32536, USA

Coverage for building, improvements, and betterments as respects Okaloosa County's interest in the above insured location.

Property Damage applies on a Repair or Replacement Value basis.

W92-0091-AP / W03-0228-AP / W10-0362-AP  
 C03-0901-GU / C08-1664-AP

Okaloosa County  
 5749 A Old Bethel Road  
 Crestview, Florida 32536, USA

Certificate No: 00192-001

*Emma Lalovic*

Authorized Signature / Issue Date  
 Emma Lalovic / 28 December 2017

For questions, contact: Melanie Robertson





LEASE AGREEMENT

COPY

BETWEEN

Instr # 2151300  
BK: 2558 PG:84,Page 1 of 18  
Recorded 08/26/2004 at 12:54 PM,  
RECORDING: \$82.50 RECORDING ARTICLE V: \$72.00

COUNTY BOARD OF COMMISSIONERS

AND

DEPUTY CLERK JANDERSON  
KATHRYN W HENLEY, CLERK OF COURTS, OKALOOSA COUNTY, FL

CRESTVIEW AEROSPACE CORPORATION

THIS LEASE, is entered into effective this 10<sup>th</sup> day of August, 200~~3~~<sup>4</sup>, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as LESSOR) and CRESTVIEW AEROSPACE CORPORATION, a Florida Corporation (hereinafter referred to as LESSEE).

FURTHERMORE, this LEASE is being executed to delete a reference on page 14 of the original lease dated December 3, 2003 to a clarification addendum, which addendum has been withdrawn by the LESSEE.

WITNESSETH

WHEREAS, the LESSOR and the LESSEE, each in consideration of the agreements to be performed by the other, intending to be legally bound, hereby agree as follows:

1. LEASED PROPERTY: LESSOR does hereby lease to LESSEE certain property at the Bob Sikes Airport, Crestview, Florida, 32539, more specifically described and diagrammed on Exhibit "A" (2 pages) appended hereto and specifically incorporated herein and made a part hereof by reference (hereinafter referred to as the "Property"). The Property together with the existing improvements and those

improvements to be constructed thereon by LESSEE, are hereinafter referred to as the "Leased Premises".

2. **PUBLIC USE AREA**: As part of this lease, the LESSEE is hereby granted use of the Public Use Area as depicted in Exhibit "A" on a "Preferential Use" basis from time to time, with the extent and duration of such use to be determined according to the requirements and security level of any contract being performed. LESSEE is required to notify the Airports Director, at least twenty-four (24) hours in advance, of the need to utilize the Public Use Area along with the time required.

3. **LEASE TERM**: The LESSEE shall have and hold the Property for and during the Lease Term which shall be, unless sooner terminated pursuant to the other provisions hereof, the period of time which shall commence on the date (The "Commence Date") which is the earliest to occur of:

a. The date of issuance of a Certificate of Occupancy by the appropriate governmental agency having jurisdiction over the construction of the new hangar and improvements to be built on the property;

b. The date the LESSEE occupies any portion of the new hangar building for its business purposes;

c. The twelfth month (12<sup>th</sup>) anniversary of the date of this Lease.

The Lease Term shall expire twenty (20) calendar years after the last day of the month in which the Commencement Date occurs, which Lease Term may be extended pursuant to the terms and conditions of this Lease as set forth hereinafter.

4. **OPTIONS**: LESSEE is hereby granted the option to extend this lease for one (1) additional period of five (5) years, by providing not less than sixty (60) days' written notice to LESSOR prior to the expiration date of the then expiring term of this lease.

5. **RENT**: A basic hangar lease rent of two dollars (\$2.00) per square foot per year is established for the hangar building, as depicted in Exhibit "A", and a separate basic ground lease rent of twenty cents (\$.20) per square foot per year is established for the area occupied by said hangar in Exhibit "A" (these rents are collectively referred to herein as the "Lease Rents"). The base annual Lease Rents will be ONE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED TWENTY TWO DOLLARS AND SIXTY CENTS (\$121,622.60). The Lease Rents provided for herein is all inclusive of any amounts to be paid to LESSOR by LESSEE for occupancy, except that the LESSEE shall be responsible for the payment of any taxes that may be applicable. The LESSEE shall pay to LESSOR at the office of the Airports Director, or at such other place as may be designated by LESSOR, the Lease Rents as provided for in this Section 5, payable in advance in equal successive installments upon the first day of each calendar month, beginning the effective date of this lease. The parties have agreed that it is in the mutual interest of both parties for the LESSOR to construct an aircraft hangar on the Property and, based upon the completion of such construction by LESSOR, the Lease Rents shall be subject to an annual cost of living adjustment beginning with the tenth (10<sup>th</sup>) year and including any option period. For the purpose of calculating the cost of living adjustment, the term "C.P.I." 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."). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I. the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available. The annual adjustment shall be effective on each anniversary date of the Lease Term beginning with year 10 and shall

be based upon the percentage difference between the C.P.I. for the previous twelve (12) month period ending December 31 and the C.P.I. for the twelve (12) month period ending December 31 of that year of the lease term multiplied by the then in force Lease Rent.

6. **UTILITIES**: The LESSEE agrees to pay all charges for utility services including water, heat, light, power, sewage, and garbage. LESSOR agrees to provide all necessary easements for public utilities and shall, as its sole expense, bring public water and sewer lines to the boundary of the Property. Monthly telephone and janitorial expenses will be borne by LESSEE. The LESSEE agrees to pay all on-site costs of utility installation. Except as set forth in this paragraph, LESSOR does not assume any responsibility in providing utilities. LESSEE shall be responsible for the payment of any tap on or utility connection fees to LESSOR for water and sewer utilities.

7. **BUILDING CONSTRUCTION/ALTERATIONS/AND PERMITS**: LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to modify, repair, or maintain the improvements contemplated by this lease from the City of Crestview, or any other authority having jurisdiction to require the same. 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 LESSOR.

8. **IMPROVEMENTS**: The LESSEE shall at its own expense make any and all alterations, additions and improvements to the Property which it deems necessary for carrying on its business and the occupancy of the Property. LESSEE shall not

encumber or allow the property to be encumbered and shall immediately satisfy and remove from the public record any claims of liens of mechanics, material men, contractors, subcontractors or laborers which arise out of LESSEE's alterations, additions or improvements to the Property. Notwithstanding this prohibition of mechanic's liens the LESSEE shall be allowed to grant mortgages the Leasehold interest created by this lease to banks or other lending entities. Any and all improvements hereinafter installed, erected, or placed on the Property, including alterations and repairs shall become, upon the expiration or earlier termination of this LEASE and any extensions, for any cause, the property of LESSOR, and shall not be removed from the Property except by proper legal process. If upon termination or expiration 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).

9. **PERMITTED USAGE:** LESSEE covenants and agrees with LESSOR that it will occupy the Property and use it for aircraft modification and related services; that it will not make or permit any unlawful use of the Property or maintain any use amounting to a public or private nuisance, and further at the expiration of the term of this Lease, or at an earlier time as permitted under the terms hereof, will quit and deliver up the Property in as good condition as they now are, ordinary wear, decay and damage by the elements excepted. LESSOR will not encumber or restrict ingress and egress to and from Property, including aircraft or other large equipment.

10. **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 material man for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Property or any part thereof, nor as giving LESSEE any right, power, or authority to contract for a permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Property or any part thereof. Such liens are hereby strictly prohibited.

11. **MAINTENANCE AND REPAIRS:** LESSEE shall keep and maintain the Premises in a clean, neat and orderly condition consistent with the permitted business thereof. All maintenance, repair and replacement of the building and any other improvements thereto, shall be the responsibility of the LESSEE. LESSEE shall not store anything on the Leased Premises other than those items specifically required with the business.

12. **SOLID AND HAZARDOUS WASTE:**

A. If Lessee is deemed to be a generator of hazardous waste, as defined by federal, State or local law, Lessee shall obtain a generator 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 any rules 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" or "contaminant" 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, any state 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, waves or materials, including, without limitation, radon gas.

13. **COMPLIANCE WITH GOVERNMENTAL PROCEDURES:**

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County and City regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be promulgated by LESSOR or any City having jurisdiction over the Property. In addition, LESSEE shall comply with all policies, rules, regulations, or ordinances of the LESSOR which are currently or may be hereinafter adopted relating to County owned airport facilities except that future additions or modifications to such policies, rules and regulations in existence on the commencement date of the lease shall not impair the rights of LESSEE under this lease.

14. **INSURANCE:**

(a). **LIABILITY:** LESSEE agrees that LESSEE, shall, from the Effective Date of this lease and during the entire term or any extension of this lease, keep in full force and effect, a policy of public liability insurance with respect to Leased Premises. The limits of public liability shall not be less than FIVE MILLION (\$5,000,000.00) dollars Combined Single Limit (CSL). LESSOR reserves the right to evaluate the adequacy of the minimal published liability insurance requirement herein every three (3) years of the Lease Term and to increase such coverage amount if the risk management assessment warrants the same.

(b). **PROPERTY:** LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Property 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 repair and/or replace the hangar building and any improvements thereto. LESSOR shall be listed as a joint loss payee with LESSEE on all property insurance policies unless LESSEE is required, under the terms of any mortgage or other security agreement, to name the lender therein as primary loss payee under such coverage. In that event the LESSOR, LESSEE and the financing entity shall each be named as loss payee as their respective interests may appear.

( c ). VEHICLE: LESSEE shall maintain continuously in effect at all times during the term of the lease, automobile liability insurance covering operations on the Leased Premises. All such automobile liability insurance shall provide Combined Single Limits (CSL) not less than ONE MILLION (\$1,000,000.00) dollars for bodily injury and property damage.

(d). All public liability and automobile liability coverage shall be endorsed to include LESSOR 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 LESSOR thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish LESSOR 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, Florida 32536. On request, LESSEE shall deliver and exact copy of the policy or policies including all endorsements.

15. **DAMAGE OR DESTRUCTION OF IMPROVEMENTS:** If fifty percent (50%) of the improvements to the Property are damaged or destroyed by

reason of a fire or other casualty, LESSEE shall have the option to either (i) terminate the Lease if the estimated completion date to restore the damaged improvements is more than three (3) months from the date of the casualty, or (ii) have the Ground Lease Rent abated in the proportion that the untenable space bears to the total area of the improvements for a period from the date of the casualty to the substantial completion date, as determined by LESSEE, of the restoration of the untenable space necessary to render such damaged portion of the improvements usable for the ordinary conduct of LESSEE'S business purposes. If LESSEE elects to restore the improvements then LESSEE shall complete all such repairs to improvements within 12 months of the date of the damage or destruction.

16. **INTERFERENCE WITH OPERATIONS:** If, due to any cause whatsoever, the airport operations are interrupted or cease for a period of more than seventy-two (72) hours and, upon the mutual agreement of the parties hereto that such lack of operations materially interferes with LESSEE'S ability to carry on its business operations then the Lease Rents shall be abated for the period of time that the airport operations are affected.

17. **HOLD HARMLESS:** To the fullest extent permitted by law, LESSEE shall indemnify and 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.

18. **RIGHTS OF ENTRY RESERVED:** LESSOR, or it's duly authorized representative, may enter upon the Leased Premises at any reasonable time by providing prior notification to the LESSEE, except on an emergency basis, for the

purpose of inspection; provided that this right of inspection shall be subject to all applicable security restrictions imposed upon LESSEE under the terms of certain contracts.

19. **ASSIGNMENT AND SUBLEASE**: After the initial construction and financing of said hangar, all subsequent transfers and assignments of any interest, including mortgages thereon, or this lease require written approval in advance by LESSOR and payment of an Approval Fee of fifty (\$50.00) dollars to cover administrative costs. Said approval shall not be withheld unreasonably by LESSOR.

20. **NOTICES**: All notices and consents required or permitted by this lease shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addresses as follows:

If to LESSOR:           Airports Director  
                                  Okaloosa County Airports  
                                  1701 State Road 85 North  
                                  Eglin AFB, Florida 32542-1413

With copies to:         Chairman, Board of County Commissioners  
                                  Okaloosa County Courthouse  
                                  101 E. James Lee Blvd.  
                                  Crestview, Florida 32536

If to LESSEE:           Crestview Aerospace Corporation  
                                  Chuck Shanklin  
                                  5486 Fairchild Road  
                                  Crestview, FL 32539-8157

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

22. **TERMINATION BY LESSOR**: If LESSEE breaches or violates any of the terms and provisions of this lease, and fails to correct such breach or violation within thirty (30) days of having been given written notice to cure by LESSOR, then

this lease may be terminated and in such event of termination, the building and improvements on the Property shall become the property of LESSOR.

23. **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, 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 Regulation, Part 21, are followed and completed, including exercise or expiration of appeal rights.

24. **WAIVER**: Unless otherwise specifically provided by this lease, no delay or failure to exercise a right resulting from any breach of this lease shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time as often as may be deemed expedient. Any waiver shall be in writing and

signed by the party granting such waiver. Any such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this lease.

25. **HEADINGS**: The headings contained in this lease are for convenience of reference only, are not to be considered a part hereof and shall not limit or other wise effect in any way the meaning or interpretation of this lease.

26. **COUNTERPARTS**: This lease may be executed in more than one counterpart, each of which shall be deemed and original.

27. **FURTHER ASSISTANCE**: Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this lease provided such instruments or acts are not inconsistent with, or do create obligations in addition to those obligations created by the terms of this lease.

28. **APPROVALS**: Whenever in this lease, the approval, consent or agreement of either the LESSOR or LESSEE is required or contemplated such approval, consent or agreement shall not be unreasonably withheld.

29. **ILLEGAL PROVISIONS**: In case any one or more of the provisions contained in this lease shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this lease and this lease shall be construed as if invalid, illegal or unenforceable provisions had not been started herein.

30. **VENUE AND JURISDICTION**: This lease shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this lease occurred or shall occur in Okaloosa County, Florida, and that, therefore, without limiting the

jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this lease shall be brought in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.

31. **CONTINGENCY**: This lease agreement is made and agreed to, contingent upon LESSOR making the required infrastructure improvements necessary to accommodate the construction of the CAC hangar at the agreed upon site location (see Exhibit "A"). These improvements are to include, but not be limited to the following:

a. Increase current water storage capacity at Bob Sikes Airport to meet National Fire Protection Association (NFPA 409) water volume and pressure standards for Group 1 aircraft hangar fire sprinkler suppression systems.

b. All ramp, apron, and taxiway areas for the new hangar building. Should support weight and wingtip clearances of medium airlift aircraft such as the C-130.

32. **ENTIRE LEASE**: This lease, including all appendices, constitutes the entire understanding and agreement between LESSOR and LESSEE as to the subject matter hereof. Previous agreements terminated as of the effective date of this lease. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this lease shall be valid and effective unless evidenced by an agreement in writing executed by both parties. This lease shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers intending to be legally bound, on the dates indicated below to be effective as of the date first above written.

CRESTVIEW AEROSPACE CORPORATION

By: *Charles R. Shanklin*  
CHARLES R. SHANKLIN, VICE PRESIDENT

Date: *August 2, 2004*

ATTEST

By: *David M. Bardin*  
DAVID M. BARDIN

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA



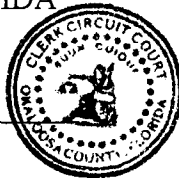
*Paula L. Riggs*  
PAULA L. RIGGS, CHAIRMAN

Date: *August 10, 2004*

ATTEST:

CLERK OF CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA

*Gary J. Stanford*  
GARY STANFORD  
DEPUTY CLERK



ACKNOWLEDGMENTS

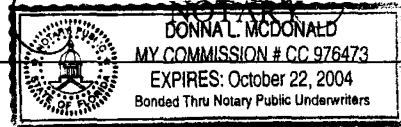
**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared CHARLES R. SHANKLIN, VICE PRESIDENT of CRESTVIEW AEROSPACE CORPORATION, acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in them by the Corporation's Board of Directors and that the seal affixed thereto is the true seal of said corporation.

Witness my hand and official seal in the COUNTY and STATE last aforesaid this 2<sup>nd</sup> day of August, 2004.

Donna L. McDonald

My commission expires:



**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

Before me, the undersigned officer duly authorized to take acknowledgements in the COUNTY and STATE aforesaid, personally appeared PAULA L. RIGGS of the BOARD OF COUNTY COMMISSIONERS of Okaloosa County, Florida, and GARY STANFORD, Deputy Clerk of Circuit Court, Okaloosa County, Florida, and they acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in them by said COUNTY and STATE and that the seal affixed thereto is the true seal of said COUNTY.

Witness my hand and official seal in the COUNTY and STATE last aforesaid this 10<sup>th</sup> day of August, 2004.

Jean A. Walker  
NOTARY

My commission expires:



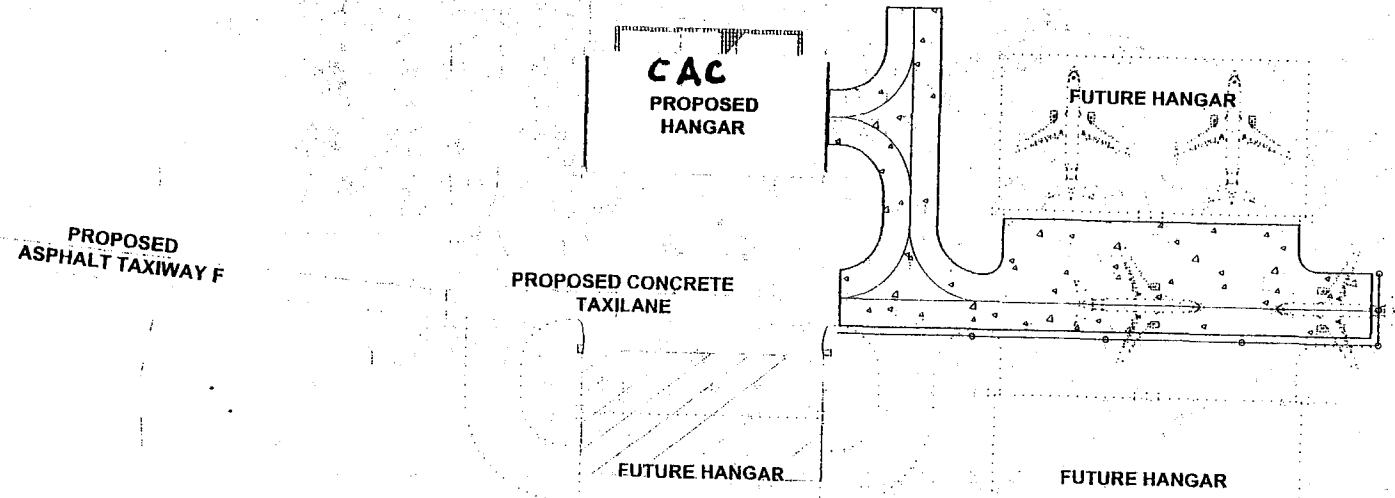
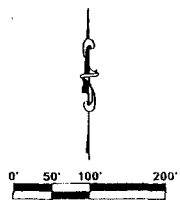
Jean A. Walker  
MY COMMISSION # DD230003 EXPIRES  
October 27, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.



Exhibit "A"

LEGAL DESCRIPTION

COMMENCE AT AN EXISTING CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 40'51" WEST FOR 1,430.83 FEET ALONG THE SOUTH LINE OF SAID SECTION 11 TO THE WESTERLY RIGHT-OF-WAY LINE OF FAIRCHILD ROAD (66 FEET RIGHT-OF-WAY); THENCE DEPARTING SOUTH LINE OF SAID SECTION 11 RUN NORTH 23 DEGREES 29'31" EAST FOR 653.99 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF FAIRCHILD ROAD TO THE SOUTH RIGHT-OF-WAY LINE OF SKYLINE DRIVE (66 FEET RIGHT-OF-WAY); THENCE DEPARTING THE RIGHT-OF-WAY LINE OF FAIRCHILD ROAD RUN NORTH 89 DEGREES 16'55" WEST FOR 959.77 FEET ALONG THE SOUTH RIGHT-OF-WAY OF SKYLINE DRIVE; DEPARTING SAID SOUTH RIGHT-OF-WAY RUN NORTH 00 DEGREES 43'05" EAST FOR 460.55 FEET TO AN EXISTING BUILDING CORNER AND THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 17'22" EAST FOR 187.46 FEET ALONG BUILDING TO AN EXISTING BUILDING CORNER; THENCE RUN NORTH 88 DEGREES 41'35" WEST FOR 339.83 FEET ALONG BUILDING TO AN EXISTING BUILDING CORNER; THENCE RUN SOUTH 01 DEGREES 20'16" WEST FOR 187.51 FEET ALONG BUILDING TO AN EXISTING BUILDING CORNER; THENCE RUN SOUTH 88 DEGREES 42'10" EAST FOR 339.99 FEET ALONG BUILDING TO AN EXISTING BUILDING CORNER AND THE POINT OF BEGINNING.  
CONTAINS ±58,357 SQUARE FEET.



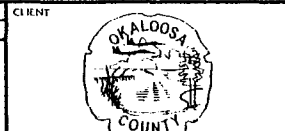
FAIRCHILD ROAD

TO SERVE PROPOSED  
APRON DRAINAGE

Exhibit "A"

Page 2 of 2

REVISION	DATE	BY



CLIENT  
**BOB SIKES AIRPORT  
TAXIWAY CONSTRUCTION  
BID PACKAGE 2**

TASK  
**PROJECT LAYOUT PLAN**

**PBSJ**  
Engineering - Planning - Architecture

481 South Keller Road  
Orlando, FL 32825  
Tel. (407) 647-7275  
Fax. (407) 740-8710  
www.pbsj.com

ENGINEER OF RECORD:  
Günther B. Züstadt  
FL P.E. NO.: 58224  
DATE: 2/1/2002

Paul Buckley, Schuch & Jorgensen, Inc.  
4810 PEGLE  
2001 NW 107th Ave., Miami, FL 33172

JOB NO.: 070580.15
DRAWN: GZ
DESIGN: GZ
CHECKED: DBL
DATE: FEB 2003
##
SHEET # OF 36