

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/02/2021

Contract/Lease Control #: L08-0335-AP

Procurement#: AP 61-08

Contract/Lease Type: LEASE

Award To/Lessee: EMERALD COAST AVIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2009

Expiration Date: 01/01/2054

Description of: BSAP FBO

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

**AMENDMENT NO. 7
AND LEASE EXTENSION TO AGREEMENT L08-0335-AP
AERO FX, INC. DBA EMERALD COAST AVIATION**

This Amendment made and entered into this 1st day of June, 2021, hereby approves this Amendment Seven for Lease L08-0335-AP (“the Lease Agreement”), between Aero FX, Inc. dba Emerald Coast Aviation, (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “Lessor”).

WITNESSETH:

WHEREAS, on January 1, 2009, Aero FX, Inc. dba Emerald Coast Aviation entered into the original Lease Agreement, L08-0335-AP, with Okaloosa County for Commercial Fixed Base Operation at the Bob Sikes Airport (CEW) with a current expiration date of January 1, 2039; and

WHEREAS, the existing 2,000 square foot Fixed Based Operator facility was constructed in 1974 and attached 5000 square foot hangar was constructed in 1968, both considered past their useful life. The facilities need remodeling, improvements or demolition; and

WHEREAS, to meet the high capacity demand and the measurable shortage of general aviation hangar space in our region, as well as to attract and retain skilled workforce and increase aeronautical business; and

WHEREAS, the Lessee now desires to demolish the previous FBO facility and hangar and construct a new 12,000 square foot hangar with interior offices as well as construct five (5) additional hangars totaling 49,656 square feet, in exchange for which the County would extend the Lease Agreement by an additional 15 years, to January 1, 2054; and

WHEREAS, Lessee’s proposal is incorporated in this amendment as Exhibit D; and

WHEREAS, the proposed improvements are estimated to cost \$3 million in which the facilities ownership will revert to the property of Okaloosa County Airports at the end of the term however, the Lessee would be responsible for all maintenance, repairs, utilities and all other facility needs throughout the entire agreement term; and

WHEREAS, based on the demand for hangar space, increase in based tenants and the projected increase in revenue to the airport, both parties agree that it is in the best interest of all to further extend and amend the agreement to capture the high demand and expand aeronautical activities; and

WHEREAS, this Amendment No. 7 shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by Lessee as stipulated in the original Lease Agreement and Amendments 1, 2, 3, 4, 5, and 6, not otherwise amended hereby; and

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

SECTION 1:

Article 2 paragraph 2.1 Premises, last amended by Amendment 4, Section 1, is now amended to read, County hereby agrees to lease to Company and Company hereby agrees to lease from County real property consisting of premises in the updated Exhibit B, which is attached to this Amendment, (hereinafter "Premises")

SECTION 2:

The Company shall complete all designs, permitting, demolition, construction for the proposed improvements and obtain Certificates of Occupancy for both, Phase I and II improvements as proposed, no later than thirty-six (36) months from the date of approval of this Amendment at no expense to the County.

Phase I requirements include:

- Demolition of the old FBO terminal building and construction of a new 100 x 120-foot hangar facility.
- Removal of original small hangar and disposition to be approved by the County.
- Mezzanine floors to be constructed to the rear of both hangars and be fully ADA compliant.
- New offices for maintenance staff will also be built in the 100 x 120 hangar.
- Entire electrical system overhaul, including installation of a new hydraulic door and fire suppression system.
- New paint inside and out, including hangar floor.

Phase II requirements include:

- Construction of two (2) 10,200 square foot box hangars and three (3) 9,752 square foot box hangars, with the capacity to house up to 85 aircraft at one time as airport-based tenants or transients.
 - The Lessee should ensure that the facility meets FAA criteria for facility construction (i.e. height, offset from taxiway line, etc. based on the size aircraft intended to utilize the facility); reference the most current version of FAA Advisory Circular AC 150/5300-13A
 - At a minimum the width between facilities or any other fixed objects on either side of the taxilane shall be no closer than 79 feet, which is the Taxilane Object Free Area (TOFA) width for ADG-I aircraft and the Taxiway Safety Area (TSA) for ADG-II aircraft.
 - Lessee shall coordinate with the Airport at least 60 days prior to construction in order for the Lessee to file notices of construction on the airport for new permanent facilities and obtain airspace determination(s) for any temporary elevating equipment such as cranes or concrete pumper trucks required during construction.

Failure to meet the completion requirement will result in automatic rescission of this amendment, resulting in a reversion of the lease termination date to January 1, 2039, without prior written notice by County. Any delays to complete Phase I and II by the required thirty-six (36) months that are considered by the Lessee to be out of the Lessee's control must be justified in writing and approved

by the Airports Director. The Airports Director may not unreasonably deny any such request for approval. Lessee shall furnish one (1) set of as-built drawings to the airport upon completion of the project. Lessee is responsible for meeting all building code requirements and requirements through the Okaloosa County Growth Management Development Order and permitting process. Additionally, Lessee will be responsible for expanding or adding new surface vehicle parking and pertinent above ground and underground infrastructure, if necessary and in Lessee's sole discretion, at no expense to the County.

Ground rent on the Phase II areas of forty-nine thousand six hundred fifty-six (49,656) square feet is established at the current appraised rate, from the Airport Business Solutions report dated June 30, 2016, of one (1) dollar per square foot per year for a total annual cost of \$49,656 plus tax.

SECTION 3:

Amendment No. 4, Section 6 is deleted and replaced as follows:

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

SECTION 4:

Federal Requirements are incorporated in Exhibit E: Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit E, attached hereto and incorporated herein.

SECTION 5:

Public Records are incorporated in Exhibit F.

SECTION 6:

Article 3, paragraph 3.1 of the original Lease Agreement (Privileges and Uses) is amended to add the following permitted and authorized privileges and uses of the Premises by Lessee: P. The right to operate a full-service restaurant including the sale of beer, wine and liquor; and Q. The right to rent motor vehicles.

SECTION 7:

Article 4, paragraph 4.2 of the original Lease Agreement is amended such that the term of the Agreement is extended by an additional 15 years, to January 1, 2054.

SECTION 8:

This Amendment No. 7 consists of the following: sections 1 - 8. It constitutes this entire Amendment of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by Lessor and Lessee.

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

OKALOOSA COUNTY, FLORIDA

Carolyn N. Keichel

Carolyn N. Keichel
Chairman, Board of County Commissioners



Date: JUN 01 2021

ATTEST:

J.D. Peacock II

J.D. Peacock II
Clerk of Circuit Court



LESSEE

[Signature]

AERO FX, Inc. dba Emerald Coast

Aviator:

Jonathan Dunn

Date: 5/7/2021

ATTEST:

[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 JONATHAN DUNN 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 7th day of May, 2021.

[Signature]
NOTARY

My Commission Expires: 12/08/2023



Exhibit B - Leased Premises

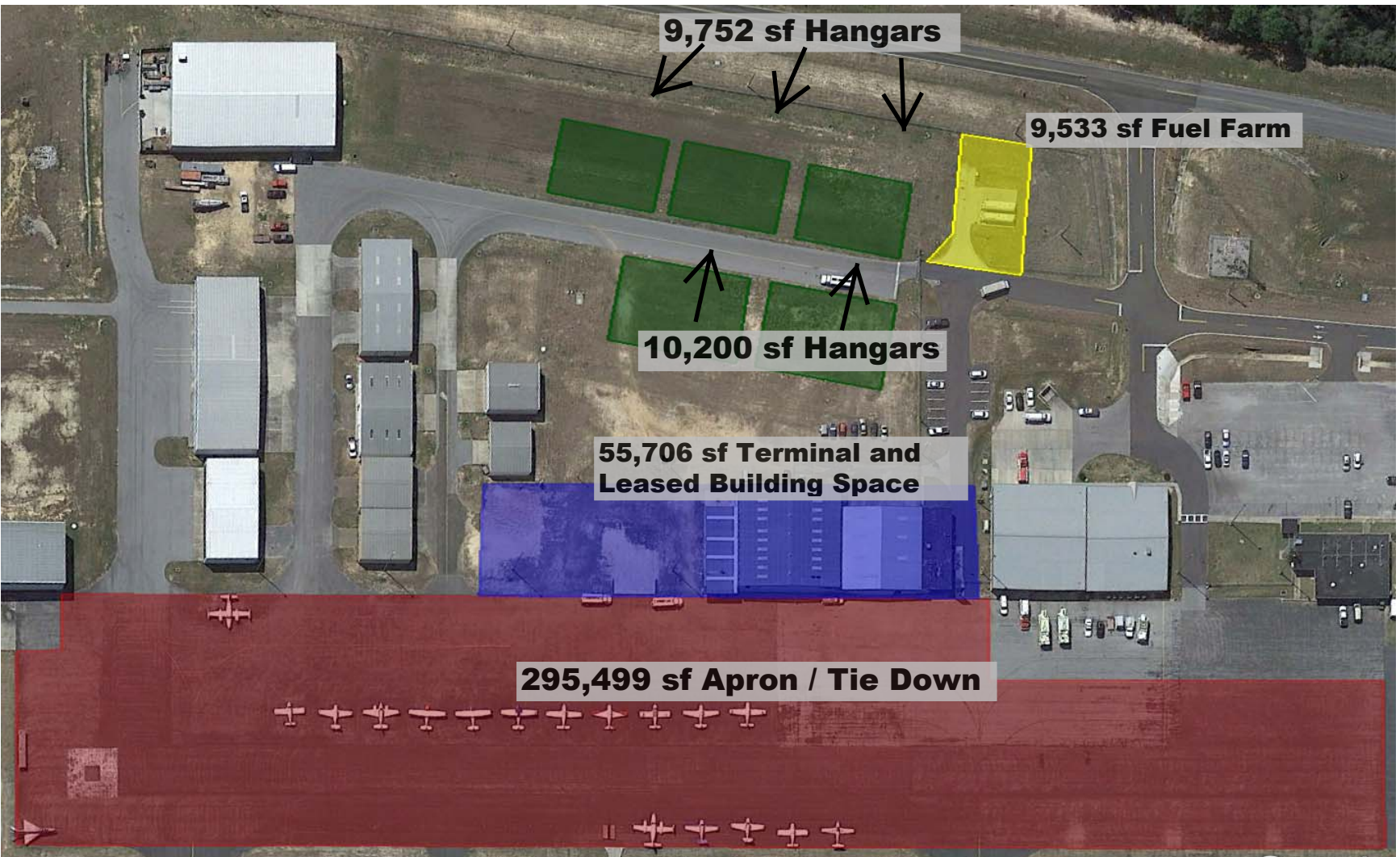


Exhibit D

**AERO FX, INC. dba EMERALD COAST AVIATION
PROPOSED CONSTRUCTION PROJECT AND LEASE EXTENSION PROPOSAL**



**Bob Sikes Airport
(Crestview, FL):
Proposed Construction Project and
Lease Extension to FBO Contract**

PRESENTED TO: OKALOOSA COUNTY AIRPORTS DEPARTMENT
PRESENTED BY: JONATHAN DUNN, CEO and OWNER, EMERALD
COAST AVIATION

01.18.2021

—

JONATHAN DUNN

Emerald Coast Aviation

5535 John Givens Road

Crestview, Florida 32539

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Introduction

Business Relationship with Okaloosa County and Emerald Coast Aviation

Emerald Coast Aviation and Okaloosa County have benefited from a successful business relationship together since 2009 when Emerald Coast Aviation first won the bid to be the fixed based operator at the Bob Sikes Airport (CEW) in Crestview. Our relationship is based on our shared dedication to the local community and outstanding aviation services. At CEW, we currently operate a flight school and FAA part 145 aircraft repair station, providing full-service fueling, handling, and hospitality services to general aviation, contract, and military customers. Our FBO facilities are open year-round, seven days a week, from 7:00 a.m. to 8:00 p.m.

Immediately upon winning the FBO contract in 2009, we began making improvements.

- We invested more than a half-million dollars renovating the old FBO building and hangar and building an entirely new fuel farm.
- In 2011 we were successful in winning the Fuel Management contract at Destin-Fort Walton Beach Airport (VPS).
- In 2014 we opened our beautiful new terminal and hospitality building at Bob Sikes in Crestview.
- In 2017 and 2018, we added 800 thousand dollars' worth of new equipment at VPS in the form of four 5000-gallon refuelers to support the airport's growth and mission. In a recent Allegiant airline fuel audit, we were advised that our equipment is best in the Allegiant air network of stations. We regularly score 100% in airline fuel audits throughout the year.
- **In June 2020, we completed our new office complex at VPS entirely on schedule, as promised. This 1,950 square foot state-of-the-art facility now houses our office, locker rooms, showers, and a dedicated training room (photo below).**



Fuel Operations building at Destin-Fort Walton Beach Airport completed June 30, 2020

Emerald Coast Aviation is a family-owned business with strong values of commitment to its community and its staff. We currently employ more than 20 skilled workers and are continuing to grow and invest in our workforce. We look forward to extending our relationship with and investment in Okaloosa County.

Proposal Synopsis

The Problem

There is high demand and a measurable shortage of hangar space for the general aviation community in our region. There is also the need and desire to attract and retain employers of highly skilled workers. Among the airport assets in Okaloosa County, Bob Sikes Airport in Crestview is uniquely positioned to address these needs.

The Solution

Emerald Coast Aviation is ready to meet these needs head-on. We propose a \$3 million infrastructure build out program to increase the based aircraft at Crestview by more than 300% and to protect and attract from 5 to 10 high wage, high skill jobs.

Specifically, we will commit to construction of five new box hangars as well as expansion and rebuilding of our current hangar space. The new hangars will provide an additional 49,656 square feet and allow room for 85 additional aircraft. Expansion and improvement of our existing hangar will be purpose-built to attract and retain high-value tenants.

Benefits to the County

Obvious economic benefits to Okaloosa County are additional jobs and promotion of a healthy, robust, airport system. In direct terms, the County will benefit from immediate increased revenue from increased ground rent, increased gross receipts fees on hangarage and services, and increased flowage collected on fuel sales. These revenues to the county will be long-term sustainable and reliable. **Our conservative estimate is increased revenue to the county of \$1.9 million over the contract life based on construction and expansion of hangar space alone.** Adding avionics services and DOD fuel have the potential to increase both gross receipts and flowage to the County by more than double that amount.

Our Request

In return for our investment and in light of the clear and certain benefits to be achieved for the Okaloosa County Airports and aviation community, and to mitigate the risk of such an investment, we are requesting an extension of our current Fixed Based Operator contract at Bob Sikes Airport of fifteen years, or until 2054.

Phase I – Improvements to Existing Facilities

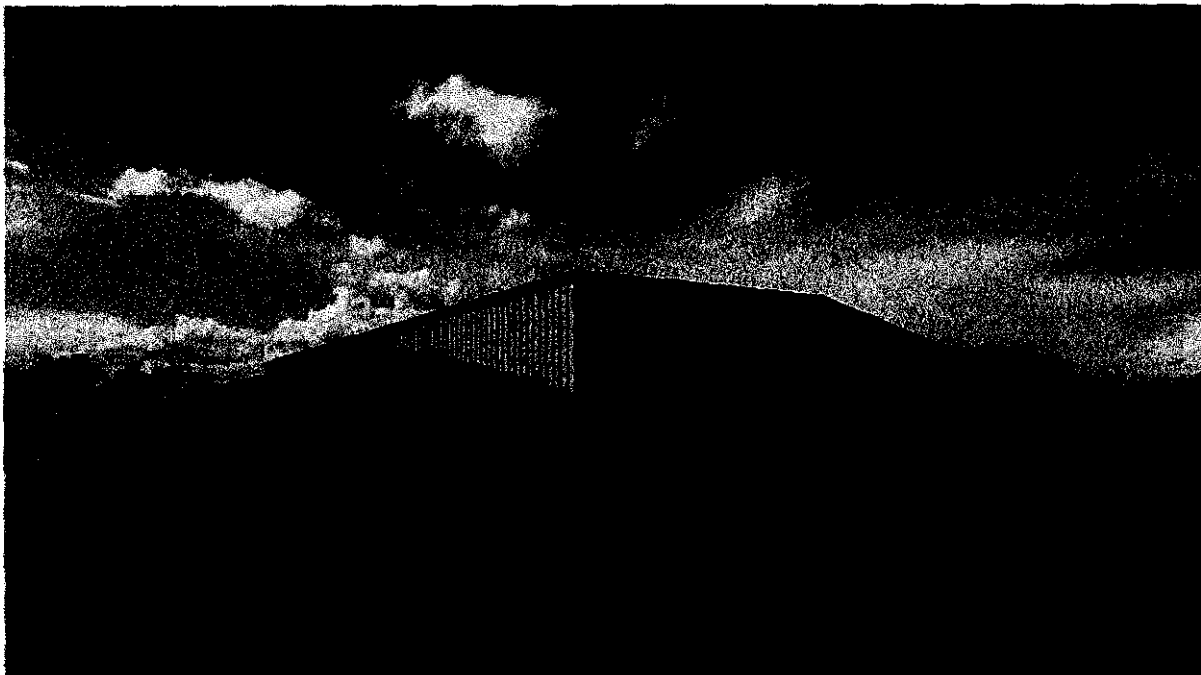
Improvements and New Business Plans for Expanded and Improved Maintenance Facility

Current facilities include a large hangar, a small hangar and two attached office structures. The original small hangar will be dismantled and donated to a local ministry. The old FBO building at the north end of the facility, which is currently sub-leased, will be demolished. A new 100 x 120 hangar will be constructed.

Mezzanine floors will be constructed to the rear of both hangars and will be fully ADA compliant. New offices for all Emerald Coast Aviation operations staff will be built under the new mezzanine floors of the newly constructed hangar.

As part of the capital improvements to the existing facilities, our maintenance hangar will have the entire electrical system overhauled and a new hydraulic door added. The exterior and the interior will be painted along with the hangar floor, and fire suppression will be installed to meet current code requirements.

Rendering: New Maintenance Hangar - Northwest Facing



Phase I – Improvements to Existing Facilities

Avionics Service and Installation

We are currently in the process of recruiting top talent in the field of aircraft avionics, and acquiring avionics dealerships with the following companies. Avionics services are in high demand. Qualified technicians are highly skilled and well paid. Our Avionics service will be part of our Part 145 Repair Station and will operate out of our newly renovated facilities.



Phase II - Construction of New Hangars

Four New Box Hangars

There is a great need for hangar space in Northwest Florida. We currently have over 45 on our waiting list. Other local airports such as Pensacola, Milton, and Defuniak Springs have waiting lists for space as well.

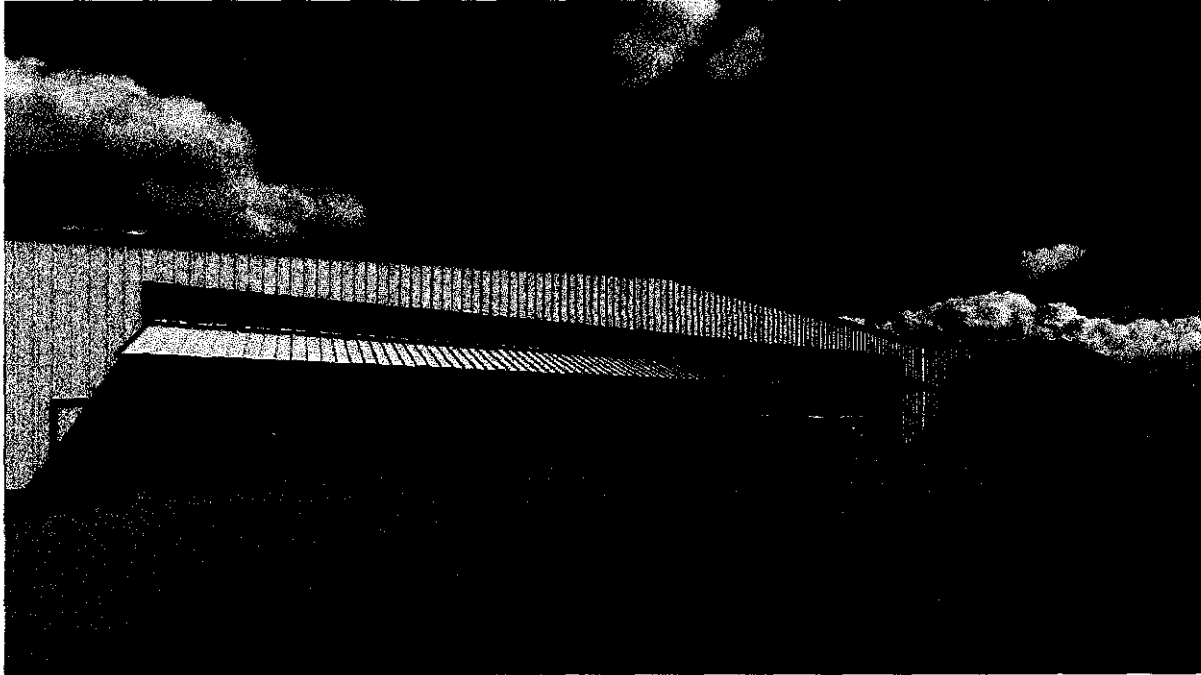
Many owners prefer to keep their aircraft indoors year-round, but the need is especially great during hurricane season and throughout the year when thunderstorms can pop up and potentially wreak havoc.

We will build two 10,200 square foot box hangars and three 9,752 square foot box hangars which will house a total of up to 85 aircraft at one time.

We anticipate we will fill the new facilities within a year of completion. Our targeted marketing and hangarage policies will strongly incentivize based aircraft to utilize our maintenance facilities and to purchase fuel here at Crestview. These transactions will result in increased revenue to the County in the form of flowage and gross receipts fees on services.

Phase II - Construction of New Hangars

Rendering: New Box Hangers - Southwest Facing



Long-term Vision

We will not stop with construction of hangar space. We are continuously working to increase the value of Bob Sikes Airport to the community. We will pursue a DOD fuel contract next Spring. We would also like to explore a having a small eatery and entertainment area to enhance the overall aviation experience.

Department of Defense Contract Fuel

In March 2021, the Defense Logistics Agency (DLA) will look for new government contract fuel suppliers in and around Northwest Florida.

Currently, surrounding airports such as Pensacola, Gulf Shores, Florala, and Mariana offer DLA fuel. Emerald Coast Aviation plans to bid on this five-year contract. We believe we will be successful.

Based on published usage data, we estimate DLA volume to add 50% to our flowage, thus requiring new hiring and increasing revenues to both ourselves and Okaloosa County.

New Restaurant Launch and Social Update

To be successful in selling DLA fuel once a contract is awarded, it is necessary to provide hot food to pilots and crew. As with everything we do, we will insist on excellence in this area as well.

One possibility is for Emerald Coast Aviation to team up with an established partner such as three times "Best of the Emerald Coast" Tradewinds Italian Restaurant. We currently have an underutilized area in the terminal building consisting of an unequipped kitchen and a hospitality lounge. In addition to serving our military customers, plans include themed aviation nights catered by Tradewinds, which will aim to draw new fly-in business as well as increase local awareness.



ITALIAN RESTAURANT

Benefits to Okaloosa County

Below is a sample illustration of the immediate benefit to Okaloosa County in terms of increased revenue generation. This illustration assumes gradual occupancy and begins after construction is complete.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
County revenues:					
Ground lease - 45,000 sq ft	\$ 44,654	\$ 44,654	\$ 44,654	\$ 44,654	\$ 44,654
Additional flowage - 100LL	1,494	2,430	2,520	2,520	2,520
Additional flowage - Jet A	1,080	1,080	1,080	1,080	1,080
Gross receipts - rents	8,258	10,988	11,250	11,775	11,775
Gross receipts - maintenance	<u>1,168</u>	<u>1,752</u>	<u>2,336</u>	<u>2,920</u>	<u>2,920</u>
Minimum estimated increase in county revenues for five years	<u>\$ 56,653</u>	<u>\$ 60,903</u>	<u>\$ 61,840</u>	<u>\$ 62,949</u>	<u>\$ 62,949</u>

Potentially, this project alone could generate more than \$1.9 million in additional revenue to Okaloosa County over the next thirty-two years. In addition, if we are successful in winning a DOD fuel contract, flowage alone on military fuel sales could nearly match this projection.

Timeline and Conclusion

We will have completed both Phase I – Improvement of Existing Facilities and Phase II – Construction of New Hangars within thirty-six months from the date of approval of this amendment. We hope that you are as excited about our plans as we are. We appreciate your consideration and are ready to discuss any questions you may have.

Exhibit E

GENERAL CIVIL RIGHTS PROVISIONS

The Concessionaire 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 Concessionaire 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 Okaloosa County 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 Okaloosa County or any transferee retains ownership or possession of the property.

A. The Concessionaire, 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 Concessionaire 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, contracts, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will have the right to terminate the contract, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said contract had never been made or issued.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") 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 contracts and subcontracts 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 Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire 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 Contracts and subcontracts 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. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire 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 Concessionaire is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Concessionaire 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 Concessionaire, 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 Concessionaire is enrolled as a Federal Contractor in E-Verify at time of contract award, the Concessionaire shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Concessionaire shall initiate verification of all new hires of the Concessionaire, 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 Concessionaire shall initiate verification of all new hires of the concessionaire, 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 Concessionaire 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 Concessionaire is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Concessionaire may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Concessionaire 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 Airline's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Concessionaire, 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 Concessionaire is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Concessionaire, then the Concessionaire 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 Concessionaire 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 Concessionaire 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 Contractors.

Subcontracts. The Concessionaire shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

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

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

Exhibit F

PUBLIC RECORDS

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

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

Emerald Coast Aviation – FBO Lease L08-0335-AP

Initial Agreement – September 4, 2008

- Thirty (30) year agreement beginning January 1, 2009 and expiring December 31, 2039
- No later than January 1, 2010 company will provide approved plans and construction documents for new terminal facility to be constructed at no later than January 1, 2012. Rental credit toward ground lease will be allowed based on appraised value.
- Fuel flowage at \$0.06 per gallon.
- Percentage of gross sales to the County of 2.5% (with the exception of aircraft fuel covered by flowage fee).
- Rental rates to be set by appraisals.

First Amendment – July 13, 2010

- Changed reference to corporate name to “Aero FX, Inc. dba Emerald Coast Aviation” in second Whereas
- Article 6.1 A – minor verbiage changes
- Article 6.C 1 - Fuel Farm Rent established at 11,562 sq ft at \$0.05 per SF per year. Credit to be issued for an investment in building an above ground certified fuel farm.
- Article 6.E – Premises Rent – Office amended to include “Terminal Building and Hangar”, revise wording and establish rate at \$2,400 per month with 5-year CPI adjustments.
- Article 6.G – establish rate for 120,000 sq ft of tie down and parking area at \$0.05 per sf per year with 5-year CPI adjustments.
- Article 6.1.I – Abate rent of \$35,378 (total \$246,964) for seven years, based on invested capital.
- Article 7.1B – change contract security bond from \$300,000 to \$50,000 to agree with Section 7.1A.
- Article 17.2 – change minimum coverage limits from \$2M to \$5M combined single limit for airport liability, change minimum limits from \$5M to \$2M combined single limit for business auto and change minimum limits from \$5M to \$2M combined single limit for environmental impact (or as required by Federal or State Statutes).

Second Amendment – August 3, 2010

- Article 5.B G – Company shall complete construction of new terminal facility no later than January 1, 2013. Rental credit toward ground lease will be allowed based on appraised value.

Third Amendment – June 19, 2012

- Article 5.B G – (from Amendment 2) Company shall complete construction of new terminal facility no later than June 30, 2013. Rental credit toward ground lease will be allowed based on appraised value.

Fourth Amendment – March 19, 2013

- Article 2 paragraph 2.1 – Updated leased premises to New Exhibit B
- (from Amendment 3) – Article 5.B G – Company shall complete the construction of the new terminal facility no later than October 31, 2013. Ground Rent for new terminal area (24,802 sq

ft) shall be established at \$0.05 psf per year. Rental credit toward ground lease will be allowed based on appraised value. Rental credit will equal the lease fee for the remaining 27 years of the lease (2039), not to exceed \$33,500 in total.

- (from Amendment 1) – Article 6.C 1 - Fuel Farm Rent established at 9,533 sq ft at \$0.05 per SF per year.
- (from Amendment 1) – Article 6.C E – Premises Rent- Office amended to read “The initial evaluation based on the condition and age of the office/terminal/hangar building, rent is set at \$2,400 per month.
- (from Amendment 1) – Article 6.C G – Ground rent on the apron/ramp established 295,499 sq ft of tie down and parking area at \$0.05 per sf per year.
- Section 6 – Added overall 5-year CPI adjustment to the rents for terminal, hangar, fuel farm and apron.
- Section 7 – documents the survey/legal description for the new terminal
- Section 8 – documents the survey/legal description for the fuel farm
- Section 9 – documents the survey/legal description for the old terminal and hangar
- Section 10 – documents the survey/legal description for the apron/ramp space

Fifth Amendment – March 4, 2014

- Changed insurance limits, per risk management

Sixth Amendment – April 1, 2014

- Article 13 – original section concerning liens is deleted in its entirety and revised to cover the County’s approval for lessee to secure a mortgage for a construction and development loan to finance planned improvements with stipulations regarding the mortgage communications

Proposed Seventh Amendment – June 1, 2021

- Lessee proposes \$3M in improvements/new construction for 15-year term extension to December 31, 2054.

PROCUREMENT CONTRACT REVIEW
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 101-035-AP Tracking Number: 42654

Procurement/Contract/Lessee Name: Boards Cost Aviation Grant Funded Yes: NO

Purpose: Amendment/ Renewal

Date: 1-1-2014 1. GREATER THAN \$10,000

Department #: 42206 2. GREATER THAN \$50,000

Account #: 30000 3. \$50,000 OR LESS

Amount: Renewal

Department: Aviation Dept. Monitor Name: Steve

Procurement Review

Procurement or Contract/Trade requirements are: See Attachment

Reviewed by: [Signature] Date: 3/15/14

Reviewed as written: NO [Signature]

Reviewed by: [Signature] Date: _____

Reviewed as written: _____

Risk Management Review

Reviewed by: [Signature] Date: 3-18-14

Reviewed as written: _____

County Agency Review

Reviewed by: [Signature] Date: 3-20-14

Reviewed as written: _____

Department Billing Review

Reviewed by: _____ Date: _____

If review is applicable

Reviewed by: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Thursday, March 18, 2021 12:01 PM
To: DeRita Mason
Subject: RE: Emerald Coast Aviation Amendment 7

Approved by Risk.

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



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

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

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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, March 15, 2021 2:15 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Emerald Coast Aviation Amendment 7

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Sunday, March 21, 2021 4:14 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: Emerald Coast Aviation Amendment 7

This is approved for legal purposes. Get them to sign a scrutinized companies certification if they have not already done so.

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

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, March 15, 2021 3:15 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Emerald Coast Aviation Amendment 7

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: ~~9/16/2008~~ 4/1/14

Contract/Lease Control #: L08-0335-AP30-161

Bid #: AP 61-08

Contract/Lease Type: LEASE

Award to/Lessee: EMERALD COAST AVIATION

Lessor: OKALOOSA COUNTY

Effective Date: 1/1/2009
EXCLUDING AVIATION FUEL

Amount: \$2.5% OF GROSS

Term/Expires: 1/1/2039

Description of Contract/Lease: BSAP FBO

Department Manager: AIRPORT

Department Monitor: ~~G. DONOVAN~~ S. Harman

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

NOTEPAD**Emerald Coast Aviation dba Aero FX, EMERA-1**
INSURED'S NAME **Inc., Fuel FX** OP ID: CRPAGE 2
Date 12/02/2020

Per Chubb Form AAP236 Okaloosa County shall be included as additional insured but only as respects operations of the named insured. The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

The Certificate Holder will be provided with thirty (30) days, (ten (10) days if for non-payment of premium) notice of cancellation.

The coverage includes On Airport Premises Auto Liability Limit.

Coverage is primary and non-contributory to any other insurance available to the Certificate Holder.

The coverage includes Contractual Liability, independent Contractors Liability and Excess Auto Liability



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

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

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

PRODUCER Eastern Aviation Ins. Servs. 3070 Five Forks Trickum Road P.O. Box 1534 Snellville, GA 30078 Terry M. Britt	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Aero FX, Inc., Fuel FX, Inc. Contour Airlines Fuel FX, Inc. dba Emerald Coast Aviation 5535 John Glivens Road Crestview, FL 32539	INSURER A: Granite State Insurance Co.	
	INSURER B: Praetorian Insurance Company	
	INSURER C: Lexington Insurance Company	
	INSURER D: National Union Fire	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02-CA-019047925-08/000	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			AWC0500165	11/30/2020	11/30/2021	<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
C	Property			41-LX086581302-08/000	06/26/2020	06/26/2021	
D	Excesss Auto			29-UE-042726231-01	07/18/2020	07/18/2021	Limit \$ 4,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CONTINE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Continental Airlines, Inc. P.O. Box 4607 Dept. HQSHF Houston, TX 77210-4607	AUTHORIZED REPRESENTATIVE Terry M. Britt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Eastern Aviation Ins. Servs.
INSURED: Aero FX, Inc., Fuel FX, Inc.
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS
INSURER(S) AFFORDING COVERAGE: Granite State Insurance Co., Praetorian Insurance Company, Lexington Insurance Company, National Union Fire

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Property, and Excesses Auto.

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

Waiver of Subrogation in favor of Okaloosa County.

CERTIFICATE HOLDER: OKALOO1
Okaloosa County Board of County
Destin-Fort Walton Beach AP
1701 State Road 85 N
Eglin AFB, FL 32542-1498
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: Terry M. Britt



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

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

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

PRODUCER Eastern Aviation Ins. Servs. 3070 Five Forks Trickum Road P.O. Box 1534 Snellville, GA 30078 Terry M. Britt	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Granite State Insurance Co.		
INSURER B : Praetorian Insurance Company		
INSURER C : Lexington Insurance Company		
INSURER D : National Union Fire		
INSURER E :		
INSURER F :		

INSURED
 Aero FX, Inc., Fuel FX, Inc.
 Contour Airlines Fuel FX, Inc.
 dba Emerald Coast Aviation
 5535 John Givens Road
 Crestview, FL 32539

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02-CA-019047925-08/000	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	AWC0500165	11/30/2020	11/30/2021	<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
C	Property			41-LX086581302-08/000	06/26/2020	06/26/2021	
D	Excesss Auto			29-UE-042726231-01	07/18/2020	07/18/2021	Limit 4,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

WORLD F1 World Fuel Services, Inc. Ascent Aviation Group One Mill Street Parish, NY 13131	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 Terry M. Britt
--	---

CONSENT TO SUBLEASE AGREEMENT

This Consent to Sublease Agreement is made and entered into this 3rd day of December, 2019, by and between Okaloosa County, Florida through its Board of County Commissioners (hereinafter the "County"); in favor of AERO FX, Inc., d.b.a. Emerald Coast Aviation and System Studies & Simulation, Inc., hereinafter referred to as ("Sub-Tenant").

WITNESSETH:

WHEREAS, on January 1, 2009, Lessee entered into a Lease Agreement, L08-0335-AP, with the County for Commercial Fixed Base Operation at the Bob Sikes Airport (CEW) with a current expiration date of January 1, 2039; and

WHEREAS, Emerald Coast Aviation entered into a Sub-Lease Agreement with Systems Studies & Simulation, Inc., and a copy was delivered to County; and

WHEREAS, Article 33 A, states, "County shall retain total control and sole discretion over any assignment or subletting of the functions to be performed by Company hereunder and such assignment or subletting must have prior written approval by County".

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

1. The above captioned recitals are true and correct.
2. County consents to Emerald Coast Aviation's sublease with Systems Studies & Simulation, Inc.
3. Emerald Coast Aviation and Systems Studies & Simulation, Inc. do hereby agree that County's consent to the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.

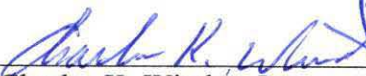
LEASE#: L08-0335-AP
AREO FX, INC. DBA EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 01/01/2039

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA




Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: DEC 03 2019

ATTEST:


J.D. Peacock II
Clerk of Circuit Court



COMMUNITY HANGAR AND HANGAR OFFICE LEASE AGREEMENT

THIS LEASE is made on the 1st day of October 2019, by and between AERO FX, Inc., d.b.a EMERALD COAST AVIATION, whose address is 5535 John Givens Road, Crestview, FL 32539, (hereinafter referred to as "LANDLORD"), and System Studies & Simulation, Inc. (S³,Inc.), whose address is 615 Discovery Drive NW, Huntsville, AL 35806 (hereinafter referred to as "TENANT").

1. **GENERAL INFORMATION**

1.01 Fuel needed to complete mission will be purchased from Aero FX, Inc. and billed at the end of the month, due the 5th of the month following as partial consideration of lease. An exception will be made for situations where TENANT cannot reasonably return to an Aero FX, Inc. fuel source without negatively impacting the mission. Examples of such situations exist when the TENANT is performing airland, airdrop and mountain training missions at training sites where the distance from Bob Sikes Airport makes returning for fuel impractical and adds risk to mission completion.

1.02 **Type (s) of Aircraft**

3 x C208 aircraft, option to add additional aircraft at \$1,000 per month per aircraft plus applicable sales tax

1.03 **Premises:**

Classroom/Office Space In south side of Maintenance Hangar to include 3 private rooms, Hangar Space for PC-12 and old FBO terminal of approximately 1,800 sq. ft. (to include use of old FBO ramp side pole sign). Additional classroom, conference room and lobby space occupied beginning July 2019.

1.04 **Initial Term (Subject to Par. 3):** The term of this Agreement shall be twelve months and shall commence as of the effective date of this lease agreement.

1.05 **Rent During Initial term (Subject to Par. 4):** \$5,542.75 per calendar month; plus sales tax per month, which amount has been determined to be the fair market value for the premises.

Late Charge and Returned Check Charge: A late charge, of \$100 will be assessed on all rent not received on or before the 5th day of each month. If funds are insufficient for any payments made by check, note or similar instrument, payment will be subject to a \$35.00 reprocessing fee in addition to the above state late fees If funds fail to post on or before the 5th day of the month. All sums of money required to be paid by the

TENANT to the LANDLORD under this Lease shall bear interest at the highest rate permitted by law from the date same was due until the date same is paid in full.

ALL LATE CHARGES SHALL BE DEEMED ADDITIONAL RENT and tenant shall remit an amount sufficient to pay the additional sales tax thereon.

1.06 **Security Deposit (Subject to Par. 5):** None

1.07 **Renewal Terms:**

One (1) twelve (12) month term. Following the twelve (12) month renewal term, renewals as may be mutually agreed upon at a later date. Upon any renewal term, TENANT shall have first right of refusal for the premises listed in paragraph 1.03, or such comparable space in any new facilities which are built to replace the current premises, subject to the Rent identified in 1.05.

1.08 **Utilities (Subject to Par. 19):** TENANT to make monthly reimbursement to LANDLORD via monthly billing of electricity charge (100%) for Gulf Power meter #3222633 and 50% of Okaloosa County Water & Sewer bill for 5545 John Givens Rd. meter, plus applicable sales tax.

1.09 **Permitted Uses (Subject to Par. 23-25):** TENANT shall occupy the PREMISES solely for the aircrew training on the Cessna C208, or other such aircraft as agreed to between the LANDLORD and TENANT.

2. **LEASE.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD the PREMISES described in Paragraph 1.03 in an "AS IS WHERE IS" condition. TENANT has inspected the PREMISES, the fixtures, the grounds, building and improvements and acknowledges that the PREMISES are in good and acceptable condition. TENANT is taking the PREMISES and accepting the condition of the PREMISES "AS IS WHERE IS" and LANDLORD is under no obligation to make any structural or other alterations, decoration, additions or improvements. BY TENANT'S EXECUTION OF THIS LEASE AGREEMENT, TENANT IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE PREMISES.

3. **TERM.** The initial term of this Lease shall be as set forth in Paragraph 1.04. TENANT shall have the right to the number of renewal terms set forth in Paragraph 1.07, if any. Each renewal term shall commence at the end of the previous term. The option for each renewal term must be exercised by written notice delivered to LANDLORD at least at least sixty (60) days prior to the beginning of the renewal term, but it shall be a condition to TENANT's right to any renewal term that TENANT not be in default at any time after such exercise,

and if TENANT is in default, then at LANDLORD'S election TENANT shall forfeit its right to the option for the renewal term. In addition, TENANT shall be subject to the terms of Paragraph 18 "Habitual Default". All of the terms of this Lease except as to rent shall automatically apply to each renewal term.

Only in the instance the US government terminates all contracted services with TENANT, the TENANT may be allowed exit of remaining lease term given a 60 day notice to allow LANDLORD time to find a new tenant.

4. **RENT.** During the initial term of this Lease, TENANT shall pay LANDLORD rent as set forth in Paragraph 1.05, in equal monthly installments in arrears on the last day of each month without demand or set off whatsoever. If the commencement date is not the first day of the month, then the rent for the first partial month shall be prorated accordingly. In addition to monthly rent, TENANT will pay all applicable Florida sales tax on rentals. The charge set forth in Paragraph 1.05 will be added to all rents received and accepted after the 5th day of the month, and for all checks which are not honored.
5. **SECURITY DEPOSIT.** TENANT is not required to submit a security deposit.
6. **INSURANCE.** During the term of this lease TENANT shall keep in force at its expense the following policies: (i) Worker's Compensation Insurance - per statutory coverage as prescribed by the State where the Space is located; (ii) Employer's Liability Insurance -to a limit of \$1,000,000; (iii) All Risk Hull Insurance on the Aircraft in an amount satisfactory to the LANDLORD; (iv) All Risk Property Insurance coverage commensurate with the value of TENANT'S property located on LANDLOR'S PREMISES; (v) Comprehensive Aircraft Hull and General Liability Insurance with a combined single limit of not less than \$5,000,000, or as otherwise agreed to by LANDLORD in writing, insuring TENANT'S liability against bodily injury to persons, guests, including passengers, or damage to property; and (vi) Automobile Liability Insurance, to a minimum limit of \$1,000,000. Such determination shall be made by LANDLORD. LANDLORD and Okaloosa County shall be names as additional insured on all such insurance, excepting only the Worker's Compensation policy, and such insurance shall provide that same may not be cancelled or the coverage reduced without at least thirty (30) days written notice to LANDLORD. TENANT shall provide certificates of such insurance prior to the commencement date of this Lease, and subsequently prior to the expiration of the succeeding certificate and at any time upon request by LANDLORD. All policies shall contain waivers of subrogation against the LANDLORD, its agents or employees.

Primary Insurance: Consistent with the indemnification provisions of this Lease, TENANT'S insurance policies will respond on a primary basis, with any insurance carried by LANDLORD to be construed as secondary or excess insurance.

7. **TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS OF THE SECTION ABOVE, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

8. **DISCLAIMER OF LIABILITY.** LANDLORD AND COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES LANDLORD FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANTS, ITS EMPLOYEES, AGENTS OR INVITEES OR ITS INVITEES' INVITEES DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO AIRCRAFT OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY TO AIRCRAFT, OR OTHER PROPERTY OF TENANT THAT MAY BE LOCATED OR STORED IN THE PREMISES, IS CAUSED BY LANDLORD'S NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD OR COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF PREMISES AND/OR OTHER SERVICES PROVIDED UNDER THIS LEASE. THE PARTIES FURTHER AGREE THAT UNDER NO CIRCUMSTANCES SHALL LANDLORD OR COUNTY BE LIABLE FOR DAMAGE TO AIRCRAFT, OR OTHER PROPERTY, OR FOR INJURY AS A RESULT OF A STORM OR HURRICANE, OR PRECAUTIONARY MEASURES ESTABLISHED BY THE LANDLORD. IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO LANDLORD'S INSURANCE IN THE DEMISED PREMISES FOR THE SATISFACTION OF TENANT'S REMEDIES. NO OTHER PROPERTY OR ASSETS OF LANDLORD, COUNTY OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER OR DIRECTOR THEREOF, SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES UNDER OR WITH RESPECT TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER OR TENANT'S USE OR OCCUPANCY OF THE DEMISED PREMISES.

9. **INDEMNITY-FORCE MAJEURE.** TENANT agrees to release, indemnify, and hold LANDLORD AND COUNTY, its officers and employees, harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments or any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to

LANDLORD, arising from or proximately caused by TENANT'S negligence as related to: (i) TENANT'S negligent use of the premises; (ii) by reason of any loss or damage to any property or injury to or death of any person arising out of or related to TENANT'S negligence or the negligence of its agents or employees (iii) or by agents or invitees, or invitees' invitees of any covenant or condition of the Lease or by any negligent act or failure to act of those persons. LANDLORD shall not be liable for its failure to perform this Lease or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by an Act of God, fire, flood, accident, strike, labor dispute, not insurrection, war or any other cause beyond LANDLORD'S control, including without limitation acts or omissions to act by TENANT.

LANDLORD agrees to release, indemnify and hold TENANT, its officers and employees, harmless from and against any direct liabilities, damages, claims, or judgments, including all cost, attorney's fee, and expenses incidental thereto, which may be suffered by, or charges to LANDLORD, arising from the negligence of LANDLORD and related to: (i) any loss of or damage to any property or injury to or death of any person arising out of or related to LANDLORD'S sole negligence; (ii) or by reason of any breach, violation or non-performance by LANDLORD or its servants, employees, agents of any covenant or condition of the Lease or by any act or failure to act of those persons. TENANT shall not be liable for any loss, injury, or damage resulting there from caused by any Act of God, fire, flood, accident, strike, labor, dispute, riot insurrection, war or any other cause beyond TENANT'S control, including without limitation acts or omission to act by TENANT.

9.01 Hurricane Procedures/Act of God: TENANT agrees to comply with and abide by any provisions for storm or hurricane preparedness required by LANDLORD, in LANDLORD'S sole discretion, necessary for the safety and security of the Aircraft and/or Airport and/or PREMISES and/or neighboring aircraft and property ("Hurricane Plan"). TENANT hereby explicitly approves in advance and waives any and all objections to any and all Hurricane plans, and further grants LANDLORD the authority to move TENANT'S Aircraft within the PREMISES and/or other property under LANDLORD'S control at the Airport as LANDLORD deems necessary. LANDLORD shall make a reasonable effort to notify TENANT of LANDLORD'S Hurricane Plan prior to taking any action, however TENANT'S approval shall not be required. Notwithstanding the foregoing, LANDLORD shall not be liable for any damages, including without limitation, to TENANT'S property or Aircraft as a result of this section.

9.02 Vendor/Invitee or Invitees' Invitees Indemnification: As set forth in this Lease, TENANT agrees to fully indemnify and hold LANDLORD AND COUNTY harmless from and against any and all liabilities, expenses, damages, claims and losses incurred by LANDLORD AND COUNTY, including attorney's fees and costs,

as a result of: (i) the failure by TENANT to perform any covenant required to be performed hereunder; or (ii) any accident, injury or damage that shall happen in or about the Premises resulting from any act or omission of TENANT or TENANT'S agents, employees, invitees or invitees', servants, consultants, contractors, subcontractors or licensees; or (iii) any accident, injury or damage that shall happen in or about the Premises to TENANT or TENANT'S agents, employees, invitees or invitees; invitees, servants, consultants, contractors, subcontractors or licensees arising out of TENANT'S negligence. TENANT further shall be solely responsible for notifying all such vendors, invitees, and third parties that LANDLORD has disclaimed such liability and that TENANT shall be solely liable to same for any such damages.

9.03 In the event that a third party makes a claim alleging facts that, if true, would require TENANT to indemnify under this Section, and said claim is not caused LANDLORD'S negligence, TENANT shall indemnify against all damages incurred in connection with defending that claim, including amounts paid in settlement, even though the claim successfully defended in whole or in part and even though the claim is settled prior to a final determination as to the truth of such allegations: provided that LANDLORD any not settle a claim that would result in a claim for indemnification by the TENANT hereunder without the TENANT'S prior written consent.

10. **ASSIGNMENT AND SUBLETTING.** TENANT may not assign this Lease or let or sublet the whole or any part of the PREMISES without the prior written consent of LANDLORD which may be withheld in LANDLORD's sole discretion.
11. **CONDEMNATION.** The parties agree that should the entire PREMISES be taken or condemned by any competent authority for any public or quasi-public use or purpose during the term of this Lease, then this Lease shall terminate as of the date when possession is required for public use, unless LANDLORD, at his option, provides equal suitable space which shall be substituted for the demised PREMISES. In the event of a partial condemnation which renders the remainder of the Premises usable for the use state herein in the sole discretion of the LANDLORD, the rent shall be pro-rated diminished according to the square footage of Premises so taken. All such calculations shall be performed by LANDLORD.
- 11.1 **AWARD.** All damages or compensation awarded or paid for any such taking shall belong to and be the property of LANDLORD without any participation by TENANT, whether such damages or compensation shall be awarded or paid for diminution in value of the leasehold estate created hereby or under the PRIME LEASE, and TENANT hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any

such condemnation or eminent domain proceedings against the owners of any interest in same.

12. **DAMAGE OR DESTRUCTION.** If the PREMISES should be damaged or destroyed by fire or other casualty, TENANT will promptly notify LANDLORD of such casualty. LANDLORD will repair and restore the buildings and improvements (exclusive of improvements installed by TENANT) so damaged or destroyed as nearly as possible to their condition prior to such casualty, limited, however, to the amount of insurance proceeds actually received by LANDLORD. In the meantime, if the demised PREMISES should be rendered totally unusable due to such casualty, there will be an abatement of rent until the PREMISES are again tenantable, unless such fire or casualty results from the acts or negligence of TENANT, TENANT's agents or employees, in which event there will be no abatement of rent. The length of the abatement period shall be added to the term of the Lease. In the event LANDLORD does not make the PREMISES useable within ninety (90) days after LANDLORD receives the insurance proceeds in connection with the casualty, or in any event within one hundred eight (180) days after the date of the casualty, TENANT may terminate this Lease but shall have no other remedies. In the event the damage is partial, and the remaining Premises are usable for the use stated herein in the sole discretion of the LANDLORD, the Rent shall be pro-rated diminished according to the square footage of Premises so taken. All such calculations shall be performed by LANDLORD.

13. **SURRENDER OF PREMISES.** Upon the expiration or termination of this Lease, TENANT shall surrender the PREMISES to LANDLORD in substantially the same condition as the PREMISES were in at the beginning of this Lease and in good and clean condition, reasonable wear and tear excepted. LANDLORD must be advised at least sixty (60) days in advance of nonrenewal of Lease by TENANT or TENANT will be liable for an additional month's rent. Should TENANT remain in possession of the PREMISES after the expiration of the term or earlier termination of this Lease, with or without the consent of LANDLORD, express or implied, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable on written notice by either party to the other, at double the rent installments (prorated on a monthly basis) in effect during the lease year immediately preceding the expiration of the term of this Lease, and otherwise subject to all of the other terms, covenants and conditions of this Lease insofar as the same may be applicable to a tenancy at sufferance, without prejudice to any remedy which LANDLORD may have against TENANT for holding over unlawfully, provided, however, that if TENANT holds over with the prior written consent of LANDLORD, the rent installments will not be doubled as hereinabove provided.

14. **ALTERATIONS.** TENANT shall not make any alterations, additions or improvements to the exterior or interior of the PREMISES or to any other property of LANDLORD without LANDLORD's prior written consent, or erect or install any additional improvements, signs and equipment without LANDLORD'S prior written consent, which may be withheld for any reason. It is expressly understood that no signs are to be installed anywhere on the Premises without LANDLORD's written prior and explicit consent.

If any mechanic's or construction lien is recorded against the DEMISES PREMISES or against TENANT'S leasehold interest in the DEMISED PREMISES by reason of work, labor, or service or materials supplied or claimed to have been supplied to TENANT, TENANT shall, within thirty (30) days after the recording thereof, cause such lien to be discharged or bonded off of record. In any event, neither the PRIME LESSOR'S nor the LANDLORD'S interest in the DEMISED PREMISES shall be subject to any lien arising out of any work, labor, services, or materials supplied or claimed to have been supplied to or for TENANT. TENANT shall never, under any circumstances, have the power to subject the interest of LANDLORD or the PRIME LESSOR in the DEMISED PREMISES to any mechanics', construction or material men's liens or liens of any kind, nor shall any provision contained in the Lease ever be construed as empowering the TENANT to encumber or cause the LANDLORD to encumber the title of interest of LANDLORD in the DEMISED PREMISES. Any liens filed against the DEMISED PREMISES in violation of this paragraph shall be null and void and of no force or effect.

15. **MAINTENANCE.** LANDLORD will be responsible for all repairs and maintenance of the exterior of the building(s), including but not limited to, all structural maintenance of building except as otherwise stated herein. TENTANT shall provide all day to day and routine maintenance and upkeep on the interior of those portions of the premises under TENANT's exclusive control, including pole sign on ramp side of old FBO facility. No hazardous or flammable materials will be stored within or about the PREMISES. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. This Lease, at LANDLORD's option, shall be terminated if TENANT willfully or negligently causes damage to LANDLORD'S property, including specifically, but not limited to, any of the following:

15.01 Dumps oil, gas or any harmful liquids or solids anywhere on LANDLORD'S property other than in appropriate disposal containers. In connection therewith, in the event any asphalt is damaged due to the dumping or leaking of any gasoline or oil, then TENANT shall immediately repair same at TENANT'S expense within five (5) days after written notice from LANDLORD, or at LANDLORD'S option, LANDLORD shall repair same, in which event TENANT shall reimburse LANDLORD for all of LANDLORD's costs and expenses relating to such repair within five (5) days written demand by LANDLORD.

15.02 Parks cars, trucks, campers, trailers or airplanes on any of the grass areas of the LANDLORD'S property or anywhere except designated parking areas for such vehicles.

It is further expressly understood that no tie-down or parking of any aircraft is permitted outside except in designated parking areas. TENANT will notify LANDLORD of current aircraft operations and ensure said aircraft are allowed on the ramp until they are removed. LANDLORD may charge TENANT a daily rate per aircraft for excessive use of the ramp areas. Aircraft temporarily being staged for departure or re-positioning must be properly secured. Further, no storage of boats, trucks, trailers or mobile homes is permitted outside of the hangar or anywhere on LANDLORD'S property. No pets or other animals are allowed on the property, except for handicap assistance animals.

16. **TENANT'S LOSSES.** All personal property of TENANT shall be kept in the PREMISES at TENANT'S sole risk. LANDLORD shall not be liable to TENANT for any damage or injury to TENANT, its employees, agents, guest or invitees, or to any property of TENANT, for any reason whatsoever, except to the extent of LANDLORD'S negligence.
17. **NOTICES.** All notices to be given hereunder shall be in writing and shall be sent by mail to the addresses shown on the front page of this Lease, or to such other address as either party may have furnished by prior written notice sent pursuant hereto. Any notices permitted or required to be given by the terms of this Lease shall be effective upon mailing and shall be deemed sufficient if mailed by United States mail, with proper postage and address affixed thereto.
18. **DEFAULT.** Failure to pay the rent by the fifth (5th) day of the month or to cure any other default as soon as reasonably practical and in any event within ten (10) days after written notice by LANDLORD, or commencement of bankruptcy or insolvency proceedings against the TENANT, or if TENANT makes an assignment for the benefit of creditors, or suffers this Lease to be taken under any writ of execution or attachment, or if TENANT vacates or abandons the DEMISED PREMISES, then any of such events shall constitute a default hereunder and the LANDLORD shall have the right at its option to terminate TENANT'S possession and to enter the PREMISES and remove all persons and property there from forcibly or otherwise, and the TENANT hereby waives any and all notices required by law to terminate TENANT'S tenancy, and waives all legal proceeding to recover possession of the PREMISES and specifically agrees that LANDLORD may dispossess TENANT without institution of any legal proceedings whatsoever. LANDLORD shall in that event post a notice to TENANT at the PREMISES with a three (3) day warning that if the default is not cured the TENANT shall be dispossessed without any further notice or legal action by LANDLORD. In the

event of default hereunder, the LANDLORD may, at its option, enter the PREMISES as the agent of the TENANT and relet the PREMISES as the agent of the TENANT at such price and upon such terms, and for such duration of time, as LANDLORD may determine, and receive the rent and apply the same to the payment of the rent due from TENANT, and the TENANT shall pay any deficiency, but any excess monies shall be the sole property of LANDLORD. TENANT agrees to pay all costs of eviction, collection, and reasonable attorneys fees, in the event LANDLORD engages the services of an attorney or commences proceedings, in pre-trial, trial, appeal and/bankruptcy against TENANT. LANDLORD's remedies hereunder are cumulative and shall be in addition to all legal remedies. Failure to promptly exercise any right in this Lease shall not be deemed a waiver of said right. All personal property of the TENANT on the PREMISES is hereby pledged and assigned to the LANDLORD as security for the payment of the rent, and the LANDLORD'S lien may be enforced by distress, foreclosure or otherwise at LANDLORD'S election. TENANT agrees that LANDLORD may enforce this lien when default has occurred by denying TENANT access to the leased PREMISES and/or by seizure of the TENANT's personal property, and TENANT hereby waives any claims of trespass, damage or loss occasioned by LANDLORD exercising any of the rights set forth herein.

19. **HABITUAL DEFAULT.** Notwithstanding the foregoing, in the event that the TENANT has frequently, regularly or repetitively defaulted in the performance of or breached and of the terms, covenants and conditions required herein to be kept and performed by the TENANT of the same type and kind, in the sole opinion of the LANDLORD and regardless of whether the TENANT has cured each such individual condition of breach or default as provided in this lease hereinabove, the TENANT may be determined by the LANDLORD to be an "habitual violator." At the time that such determination is made, LANDLORD may issue to TENANT a written notice advising of such determination, citing the circumstances therefore, advising that the tenancy is being terminated for said habitual breach and advising that TENANT shall have 15 days to vacate the PREMISES.
20. **LANDLORD'S RIGHT OF ACCESS.** The LANDLORD, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the PREMISES, or any portion thereof, or to exhibit the PREMISES to prospective tenants, purchasers, or others the LANDLORD may deem appropriate.
21. **USE.** The PREMISES shall be used and occupied by TENANT solely for the purposes set forth in Paragraph 1.09 above and for no other purposes whatsoever without limiting the foregoing. TENANT agrees that LANDLORD may establish and amend from time to time reasonable Rules and Regulations regarding the use, operation and maintenance of the Premises and the complex

housing same, and TENANT covenants to abide by all such Rules and Regulations that shall be now or hereafter in effect from time to time.

21.01 **Substitution of Hangar Space:** TENANT acknowledges that LANDLORD cannot guarantee that TENANT will have the same Hangar Space as its Premises every day. LANDLORD agrees that although it cannot guarantee the same Hangar Space, it shall make reasonable efforts to ensure that the Aircraft (s) are stored in the specified Hangar. LANDLORD, however, shall retain the right to move, park and/or relocate the Aircraft to a new space within the Hangar in the event that LANDLORD, in its sole discretion, determines that such a move is necessary or appropriate. If LANDLORD elects to move, park and/or relocate the Aircraft to a new space, LANDLORD shall make a reasonable effort to notify TENANT of the change in the Aircraft's location.

21.02 **Services Provided:** LANDLORD will provide the service of moving the Aircraft from the Premises onto the ramp area, and from the ramp area into the Premises. It is expressly agreed that TENANT shall have no right to perform the above services unless TENANT receives written permission from LANDLORD. LANDLORD shall be responsible for all damages caused by the services provided by LANDLORD employees.

22. **COMPLIANCE WITH GOVERNMENTAL AND AIRPORT REGULATIONS.** TENANT shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the leased PREMISES, including FAA regulations and rules and regulations of the applicable airport, and shall comply with all rules and regulations promulgated by LANDLORD of which TENANT is notified; including without limitation rules and procedures established for the safety and security of aircraft, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. TENANT acknowledges receipt of a copy of the rules and regulations of the applicable airport, as well as a copy of advance precautionary measures in the event of a storm or hurricane. The TENANT further acknowledges that pursuant to the terms of the PRIME LEASE, the PRIME LANDLORD reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the AIRPORT.

23. **SUBORDINATION/ATTORNMEN TO PRIME LEASE AND TO MORTGAGES.**

23.01 Prime Lease. It is acknowledged that this is a sublease, and that LANDLORD has leased certain property, which includes the PREMISES from the governmental authority which owns the airport in which the PREMISES are located. This Lease shall be subordinate to LANDLORD'S lease, and shall comply with all applicable provisions of LANDLORD'S lease. TENANT hereby acknowledges receipt of a copy of the Prime Lease dated January 01, 2009, the First Amendment thereof dated July 13, 2010, the Second Amendment thereof dated August 3rd, 2010, the Third Amendment thereof dated June 19, 2012, the Fourth Amendment thereof dated March 19, 2013, the Fifth Amendment thereof dated March 4, 2014, and the Sixth Amendment thereof dated April 1, 2014.

23.02 Mortgages. This Lease is subject and subordinate to any and all mortgages which may now or hereafter affect the real property of which the PREMISES are located and to all renewals, modifications and extensions thereof. TENANT shall, upon request of LANDLORD, execute within five (5) business days, any subordination documents which LANDLORD or any mortgagee of the PREMISES may reasonably request, but not such documents shall be required to effectuate said subordination.

23.03 Attornment. TENANT agrees that in the event of a sale, transfer or assignment of LANDLORD'S interest in the DEMISED PREMISES, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by LANDLORD encumbering the DEMISED PREMISES, to attorn to and to recognize such transferee, purchaser or mortgagee as the LANDLORD under this LEASE.

24. **CONSTRUCTION OF LEASE.** All the provisions contained herein shall bind and inure to the benefit of the parties, hereto, their heirs, personal representatives, successors and assigns. In the event, at any future time, one or more of the provisions of this Lease shall be held to be void by any court of competent jurisdiction for any reason, such provision shall be deemed to be separable, and the remainder of this Lease shall be valid and in full force and effect.
25. **TIME OF THE ESSENCE.** Time shall be of the essence in connection with all terms and conditions set forth herein.
26. **FINAL AGREEMENT.** This Lease represents the entire agreement between the parties, and any other statements, conditions, representations or commitments are considered to be merged herein.
27. **SURVIVAL OF CONVENANTS.** All portions of this Lease which may be necessary to be required to be enforced by either party are enforceable beyond the date of the termination of this Lease.

28. **WAIVER.** The failure of either party to enforce any covenant or other provision of this Lease shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any caused of action or defense on the part of the TENANT.
29. **MODIFICATION.** No Modification of this Lease will be effective to vary any of the terms or provisions thereof unless the modification is in writing, referencing this Lease, and signed by both parties. A copy of any modification will be given to both parties.
30. **FAA REQUIREMENTS.** TENANT is aware that the Federal Aviation Administration regulates the use of airports. TENANT, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. LANDLORD is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant. TENANT understands and agrees that the governmental authority owning the airport in which the PREMISES is located has reserved unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the PREMISES, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from, or operation of the airport. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the PREMISES encompassed by this Lease to such a height so as to comply with Federal Aviation Regulations, Part 77. TENANT agrees for itself, its successors and assigns, to prevent any use of the PREMISES which would interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.
31. **HAZARDOUS WASTE.** TENANT agrees that it will comply with all environmental laws, whether local, state or federal, as same may be amended from time to time. Without limiting the foregoing, TENANT agrees that it will (i) give written notice to LANDLORD at least seven (7) days in advance of any production, generation, handling, storage, treatment, transportation, disposal, release or removal of "Hazardous Waste" (as defined below) from or on the PREMISES; (ii) not use or employ the PREMISES or any portion of the Land to handle, transport, store, treat or dispose of any Hazardous Waste, whether or not it was generated or produced on the PREMISES; (iii) defend, indemnify and hold any kind whatsoever, including, but not limited to, attorneys; fees and costs at all tribunal levels, which LANDLORD may suffer, incur or pay resulting from or

arising out of any act or omission of TENANT, or TENANT'S Agents, or any other person on the PREMISES under color of authority of TENANT, effecting the handling storage, treatment, transportation, disposal, release or threat of release, or removal of Hazardous Waste from or on the PREMISES, TENANT shall obtain (provide LANDLORD with evidence that is has obtained) environmental liability insurance naming LANDLORD and any mortgagee as additional insured. Such insurance shall be issued by a company with minimum limits of coverage satisfactory to LANDLORD.

The term "Hazardous Waste" shall include, without limitation, any toxic waste, chemical pollutant, solid waste, combination of solid waste, or similar environmental hazard, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to (i) an increase in mortality, (ii) an irreversible or incapacitating illness, or (iii) a substantial, present, or potential hazard to human health or the environment, when improperly treated, stored, transported or disposed, or otherwise managed, whether at such time of occurrence, it shall be deemed a violation of any law.

It is expressly understood and agreed by TENANT that TENANT shall be fully responsible for the disposal of any and all waste oil consumed, produced and expended by TENANT. TENANT shall contract with an authorized oil disposal company and shall not utilize LANDLORD'S property, tanks or equipments for disposing of any waste oil.

The obligations of TENANT, as well as the foregoing indemnity in connection with this Paragraph, shall survive the expiration or earlier termination of this Lease, anything herein to the contrary notwithstanding.

32. **EXCLUSIVE FUELING RIGHTS.** LANDLORD has the exclusive fueling rights for the Premises. Under no conditions can any fuel truck (s) other than LANDLORD'S be invited or permitted on the Premises. You may taxi anywhere on the field for fuel.
33. **NONCOMPETE AGREEMENT.** By entering this lease agreement, Tenant agrees to a binding agreement not to compete with Emerald Coast Aviation in providing any current services provided by Emerald Coast Aviation at Bob Sikes Airport in Crestview, Florida, including but not limited to fuel sales, and Part 145 aircraft maintenance for non-tenant owned aircraft, for as long as Landlord holds the FBO contract for Bob Sikes Airport with Okaloosa County, unless specifically authorized by Landlord. Specifically, and without exception, training support to U.S. and foreign military operations currently provided by the Tenant and comparable future military training are not, and will not be, deemed to be

competition with Emerald Coast Aviation services for as long as the Landlord holds the FBO contract for Bob Sikes Airport with Okaloosa County.

34. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of Radon that exceed feral and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the county public health unit.
35. **LITIGATION VENUE/APPLICABLE Law.** This LEASE shall be governed and construed only in accordance with the law of the State of Florida. The parties agree that sole and exclusive venue for purposes of any litigation arising out of or related to this LEASE shall be only in Okaloosa County, Florida. The prevailing party in any litigation arising out of or related to this Lease shall be entitled to its reasonably incurred attorney's fees and costs. In the event of a counter-claim, the prevailing party shall be the party receiving the higher monetary award. TENANT HEREBY VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year below written.

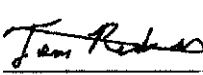
LANDLORD:

Witness:

Signature 
Name Karen Hurdell

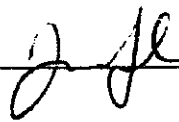
Aero FX, Inc. dba

Emerald Coast Aviation:


Signature  9/13/2019
Date
Tom Rimkus, VP

TENANT:

Witness:

Signature 
Name Jameson Salmon

S3, Inc.:

Signature 
Signing office name and title: Jan Smith, President Date 9/16/19

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

Procurement/Contract/Lease Number: LO8-0335-AP Tracking Number: 368820
Procurement/Contractor/Lessee Name: Emerald Coast Aviation Grant Funded: YES ___ NO X
Purpose: ECA sublease w/ system studies ; simulate
Date/Term: 9-30-20 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: airports 3. \$50,000 OR LESS
Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 10-22-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 10-23-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 10-23-19
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

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, October 23, 2019 8:47 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: ECA Sublease with Systems Studies for Coordination

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

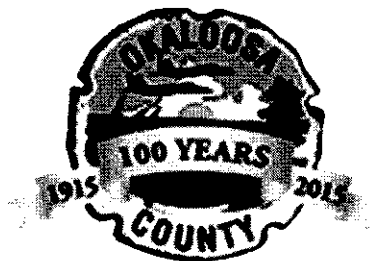
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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 22, 2019 8:24 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: ECA Sublease with Systems Studies for Coordination

Please review and approve.

Thank you,

DeRita Mason



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

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, October 23, 2019 10:54 AM
To: DeRita Mason
Subject: RE: ECA Sublease with Systems Studies for Coordination

DeRita

This is approved by risk management for insurance purposes.

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 22, 2019 7:24 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: ECA Sublease with Systems Studies for Coordination

Please review and approve.

Thank you,

DeRita Mason



**STARR
COMPANIES**

GLOBAL INSURANCE & INVESTMENTS

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: OKALOOSA COUNTY, FLORIDA AND THE BOARD OF COUNTY COMMISSIONERS
5479 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

Named Insured: SYSTEM STUDIES & SIMULATION, INC. AND ITS SUBSIDIARY COMPANIES
615 DISCOVERY DRIVE
HUNTSVILLE, AL 35806

Policy Period: From APRIL 5, 2019 To APRIL 5, 2020

Policy Number: SASICOM60066519-06

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	Limits of Insurance
Each Occurrence Limit	\$ <u>10,000,000.</u>
Damage to Premises Rented to You Limit	\$ <u>50,000.</u> Any one premises
Medical Expense Limit	\$ <u>10,000.</u> Any one person
Personal & Advertising Injury Aggregate Limit	\$ <u>10,000,000.</u>
General Aggregate Limit	\$ <u>NOT APPLICABLE</u>
Products/Completed Operations Aggregate Limit	\$ <u>10,000,000.</u>
Hangarkeepers Limit	
Each Aircraft Limit	\$ <u>NOT COVERED</u>
Each Loss Limit	\$ <u>NOT COVERED</u>
Hangarkeeper's Deductible	\$ <u>NOT APPLICABLE</u> Each Aircraft

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

COVERAGE INCLUDES LIABILITY FOR THE OPERATIONS OF AUTOS AND MOBILE EQUIPMENT WHILE ON AIRPORT PREMISES.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS NOTICE OF CANCELLATION OR MATERIAL CHANGE.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHICH COVERAGE IS EVIDENCED IN THE CERTIFICATE SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF AIRCRAFT BY THE CERTIFICATE HOLDER.

Certificate Number: 6.1
Issued By and Date: MAY 8, 2019 (CC)

By 
(Authorized Representative)

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW, FL 32536

Named Insured: KACHEMAK BAY FLYING SERVICES, INC. AND AS ENDORSED
7720 AIRPORT RD., BLDG 22, TEMPLE-DRAUGHON MILLER AIRPORT
TEMPLE, TX 76502

Policy Period: From APRIL 5, 2019 To APRIL 5, 2020

Policy Number: SASICOM60066719-06

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:		Reg		Deductibles		
Year	Make and Model	No	Insured Value	NIM / IM	Liability Limit	
2016	CESSNA 208 CARAVAN	N128DS	\$ 2,300,000.	NIL/NIL	\$ 5,000,000.	CSL INCLUDING PAX
2013	CESSNA 208 CARAVAN	N437JP	\$ 2,200,000.	NIL/NIL	\$ 5,000,000.	CSL INCLUDING PAX
2014	CESSNA 208B CARAVAN	N889AX	\$ 1,800,000.	NIL/NIL	\$ 5,000,000.	CSL INCLUDING PAX
			\$		\$	
			\$		\$	
			\$		\$	

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHICH COVERAGE IS EVIDENCED IN THE CERTIFICATE SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF AIRCRAFT BY THAT PERSON OR ORGANIZATION.

Certificate Number: 15.1
Issued By and Date: OCTOBER 25, 2019 (SK)

By 
(Authorized Representative)

Dave Miner

From: Benoit, Marcel <Marcel.Benoit@s3inc.com>
Sent: Friday, October 25, 2019 2:15 PM
To: Dave Miner
Cc: karen@emeraldcoastaviation.com; Anderson, Darin
Subject: S3 Certificate of Insurance
Attachments: S3 - Okaloosa.pdf; Okaloosa.pdf

David,
See certificates attached.
Thanks,
M

Marcel L. Benoit
Program Manager
S³, Kachemak Bay Flying Service
5545 John Givens Rd.
Crestview, FL 32539
Ph: (850) 398-8699
Cell: (850) 449-7900
E-mail: marcel.benoit@s3inc.com



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CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2019

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 Gallagher CA License #0D89293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito			
	PHONE (A/C, No. Ext): 850-650-8445	FAX (A/C, No.): 850-650-8480		
E-MAIL ADDRESS: erika_dibonito@ajg.com				
PRODUCER CUSTOMER ID#: AEROFXI-01				
INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. dba Emerald Coast Aviation 5455 John Givens Road Crestview FL 32539	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: ACE Property & Casualty Insurance Co			20699
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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.

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 295931200 **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
A	AAP N10721118 001	11/30/2018	11/30/2019	Y		
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY	<input checked="" type="checkbox"/> Aviation Liab	\$ 5,000,000	BI EA PER EA OCC	\$	PD	
PREMISES MEDICAL PAYMENTS		\$ 5,000	EA PER	\$	EA OCC	
PRODUCTS LIABILITY	<input checked="" type="checkbox"/> SALE OF FUEL & OIL	\$	BI EA PER	\$ 5,000,000	AGGR	
	<input checked="" type="checkbox"/> EXTENDED	\$ 5,000,000	EA OCC			
COMPLETED OPERATIONS LIABILITY	<input type="checkbox"/> EXTENDED	\$	BI EA PER	\$ 2,000,000	AGGR	
	<input checked="" type="checkbox"/>	\$ 2,000,000	EA OCC			
HANGARKEEPERS LEGAL LIABILITY	<input type="checkbox"/> INCLUDING TAXI					
	<input checked="" type="checkbox"/> IN FLIGHT	\$ 1,000,000*	EA AIRCRAFT	\$ 2,000,000	EA OCC	
FIRE LEGAL LIABILITY	<input checked="" type="checkbox"/> RENTED TO YOU	\$ 500,000	ANY ONE FIRE			
PERSONAL INJURY LIABILITY	<input checked="" type="checkbox"/>	\$ 5,000,000	EA OCC	\$ 5,000,000	AGGR	
ADVERTISING LIABILITY	<input checked="" type="checkbox"/>	\$ 5,000,000	EA OCC	\$ 5,000,000	AGGR	
CONTRACTUAL LIABILITY	<input type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

HANGARKEEPERS LEGAL LIABILITY: \$5,000 Deductible.

See Attached...

CONTRACT#: L08-0335-AP
EMERALD COAST AVIATION
BSAP FBO
EXPIRES: 01/01/2039

CERTIFICATE HOLDER

Okaloosa County
5479 A Old Bethel Road
Crestview FL 32536

SI
THE EXPIRATION DATE HEREBY EXTENDS
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PRIVATE HANGAR LIABILITY COVERAGES

PRODUCER CUSTOMER ID: AEROFXI-01

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
COVERAGE		OPTIONS		LIMIT	APPLIES TO	APPLIES TO
HANGARKEEPERS LEGAL LIABILITY		INCLUDING TAXI IN FLIGHT		\$	EA AIRCRAFT	EA OCC
COVERAGE		OPTIONS		LIMIT	APPLIES TO	APPLIES TO
CODE	DESCRIPTION			\$	\$	\$
				\$	\$	\$

AVIATION PRODUCTS LIABILITY COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
COVERAGE		OPTIONS		LIMIT	APPLIES TO	APPLIES TO
PRODUCTS LIABILITY		INCL COMP OPS EXCL COMP OPS	INCL SPACECRAFT EXCL SPACECRAFT	\$	EA OCC	AGGR
GROUNDING LIABILITY				\$	EA OCC	AGGR
FOREIGN MILITARY AIRCRAFT PRODUCTS		INCLUDED				
COVERAGE		OPTIONS		LIMIT	APPLIES TO	APPLIES TO
CODE	DESCRIPTION			\$	\$	\$
				\$	\$	\$

OTHER COVERAGES

LINE OF BUSINESS						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
COVERAGE		OPTIONS		LIMIT	APPLIES TO	APPLIES TO
CODE	DESCRIPTION			\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$

OTHER COVERAGES

LINE OF BUSINESS						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
COVERAGE		OPTIONS		LIMIT	APPLIES TO	APPLIES TO
CODE	DESCRIPTION			\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$



ADDITIONAL REMARKS SCHEDULE

AGENCY Gallagher		NAMED INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. dba Emerald Coast Aviation 5455 John Givens Road Crestview FL 32539	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 20 FORM TITLE: CERTIFICATE OF AVIATION LIABILITY INSURANCE

Okaloosa County, is included as an Additional Insured as respects operations of the Named Insured Per Form # AAP 236 (11/04)
 The Certificate Holder will be provided with thirty (30) days, (ten (10) days if for non-payment of premium) notice of cancellation.
 The coverage includes On Airport Premises Auto Liability Limit.
 Coverage is primary and non-contributory to any other insurance available to the Certificate Holder.
 The coverage include Contractual Liability, Independent Contractors Liability and Excess Auto Liability.



CERTIFICATE OF LIABILITY INSURANCE

EMERA-1

OP ID: CR

DATE (MM/DD/YYYY)

06/22/2016

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

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

PRODUCER Eastern Aviation Ins. Servs. 3070 Five Forks Trickum Road P.O. Box 1534 Snellville, GA 30078 Terry M. Britt	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Granite State Insurance Co.		
INSURER B : Praetorian Insurance Company		
INSURER C : Lexington Insurance Company		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Aero FX, Inc., Fuel FX, Inc.
 Contour Airlines Fuel FX, Inc.
 dba Emerald Coast Aviation
 5535 John Givens Road
 Crestview, FL 32539

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		02-CA-019047925-06/000	06/26/2018	06/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input type="checkbox"/> N/A	AWC0500165	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C	Property		41-LX086581302-06/000	06/26/2018	06/26/2019	

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

CERTIFICATE HOLDER OKALOOS Okaloosa County Airports 1701 Florida 85 Elgin AFB, FL 32542	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 Terry M. Britt
---	---

The limits of liability are: 5,000,000

5,000,000

Each Occurrence: \$ _____ Annual Aggregate: \$ _____

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

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

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

Check this box if the following paragraph, for claims-made policies, applies

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

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in subsection(s) 62-761.420(4) and/or 62-762.421(4), F.A.C., and that "Insurer" is

licensed to transact the business of insurance

[Insert "Insurer" licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

Michael J. Anderson

[Signature of Authorized Representative of Insurer]

Michael J. Anderson, Agency President

[Name and Title]

20 Commerce Drive, Floor 2, Cranford, NJ 07016

[Address]

800-475-4055

[Telephone Number]

ggardner@policymanagers.com

[Email Address]

Ruby A. Kull

[Signature of Witness or Notary]

Ruby A. Kull

[Printed Name of Witness or Include Notary Seal]

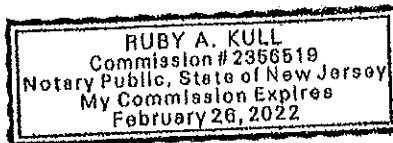
Embossed seal of "Insurer" must be included.

alternative used, per DEP website:

"Signature matches signature on policy (no seal required)"

4/19/17

[Date of Witness or Notary]





CERTIFICATE OF LIABILITY INSURANCE

EMERA-1

OP ID: CR

DATE (MM/DD/YYYY)
06/23/2014

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

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

PRODUCER Eastern Aviation Ins. Servs. 3070 Five Forks Trickum Road P.O. Box 1534 Snellville, GA 30078 Terry M. Britt	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ _____ _____														
INSURED Emerald Coast Aviation Aero FX, Inc. dba 5545 John Givens Road Crestview, FL 32539	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: none;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: none;">NAIC #</th> </tr> <tr> <td style="border-top: none;">INSURER A : Granite State Insurance Co.</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER B : Praetorian Insurance Company</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER C : Lexington Insurance Company</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER D :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER E :</td> <td style="border-top: none;"></td> </tr> <tr> <td style="border-top: none;">INSURER F :</td> <td style="border-top: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite State Insurance Co.		INSURER B : Praetorian Insurance Company		INSURER C : Lexington Insurance Company		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Granite State Insurance Co.															
INSURER B : Praetorian Insurance Company															
INSURER C : Lexington Insurance Company															
INSURER D :															
INSURER E :															
INSURER F :															

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
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp <input checked="" type="checkbox"/> Collision			02-CA-019047925-02/000	06/26/2014	06/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AWC0500165	11/30/2013	11/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
B	Property			41-LX086581302-02/000	06/26/2014	06/26/2015	

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

CERTIFICATE HOLDER <div style="text-align: center;">OKALOOS</div> Okaloosa County 602-C North Pearl Street 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 Terry M. Britt
---	---

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 9/16/2008

Contract/Lease Control #: L08-0335-AP30-161

Bid #: AP 61-08

Contract/Lease Type: LEASE

Award to/Lessee: EMERALD COAST AVIATION

Lessor: OKALOOSA COUNTY

**Effective Date: 1/1/2009
EXCLUDING AVIATION FUEL**

Amount: \$2.5% OF GROSS

Term/Expires: 1/1/2039

Description of Contract/Lease: BSAP FBO

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L 08-0335-AP Tracking Number: 855-14

Contractor/Lessee Name: AeroFx Inc dba Emerald Coast Aviation Grant Funded: YES ___ NO X

Purpose Change Insurance Limits

Date/Term: 1-1-2039 1. GREATER THAN \$50,000

Amount: _____ 2. GREATER THAN \$25,000

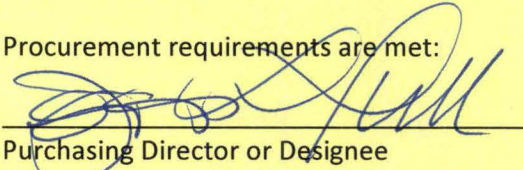
Department: AP 3. \$25,000 OR LESS

Dept. Monitor Name: Harman/miner

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

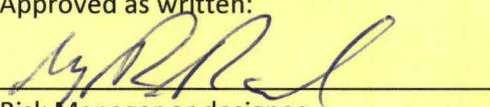
Procurement requirements are met:

 Date: 2-6-14

Purchasing Director or Designee

Risk Management Review

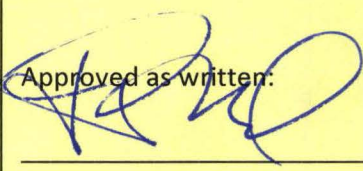
Approved as written:

 Date: 2/7/14

Risk Manager or designee

County Attorney Review

Approved as written:

 Date: 2/19/14

County Attorney

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

To Dave 2/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2013

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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PRODUCER Eastern Aviation Services, LLC 3070 Five Forks Trickum Road Lilburn, GA 30047	CONTACT NAME:	
	FAX (A/C, No):	
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: QBE Insurance Corporation		39217
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	QAV0000838	11/30/2013	11/30/2014	EACH OCCURRENCE \$25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$25,000,000 GENERAL AGGREGATE Not Applicable PRODUCTS - COMP/OP AGG \$25,000,000 HANGARKEEPERS \$1,000,000 / \$2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured as respects operations of the Named Insured. Coverage is primary and non-contributory to any other insurance available to the Certificate Holder. The Certificate Holder will be provided with thirty (30) days (ten (10) days if for non-payment of premium) notice of cancellation. The coverage includes On Airport Auto Liability Limit at \$25,000,000 each occurrence. The coverage includes Contractual Liability, Independent Contractors Liability, and Excess Auto Liability.

CERTIFICATE HOLDER Okaloosa County 602-C North Pearl Street 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. <i>Roger M. Ridings</i> AUTHORIZED REPRESENTATIVE QBE Insurance Corporation
---	--



CERTIFICATE OF LIABILITY INSURANCE

EMERA-1

OP ID: CR

DATE (MM/DD/YYYY)

12/10/2012

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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PRODUCER Eastern Aviation Ins. Servs. 3070 Five Forks Trickum Road P.O. Box 1534 Snellville, GA 30078 Terry M. Britt	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Emerald Coast Aviation Aero FX, Inc. dba 5545 John Givens Road Crestview, FL 32539	INSURER A : Granite State Insurance Co.	
	INSURER B : Praetorian Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02-CA-019047925-1/000	06/26/2013	06/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AWC0500165	11/30/2013	11/30/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION****OKALOOS**

Okaloosa County
 602-C North Pearl Street
 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
 Terry M. Britt

CERTIFICATE OF INSURANCE

Named Insured: World Fuel Services Corporation
9800 NW 41st Street
Miami, FL 33178

Period of Insurance: April 15, 2013 to April 15, 2014 at 12:01am Eastern time on both days

Insurance Carrier(s): Chartis Aerospace Policy No. PL003391673-12
and other insurers each for their own share and not for that of other participants.

Description of Coverage: Only as respects FBO dealers for the Named Insured
Products Liability solely with respect to the sale of fuel
and lubricants provided by the Named Insured

Limit of Coverage: \$75,000,000 per occurrence and in the annual aggregate Combined Single Limit for
Bodily Injury and Property Damage

Excess of Underlying Limits purchased by the Certificate Holder being not less than:
Aviation General Liability including Products and Completed Operations
Liability with a limit of liability not less than \$1,000,000 per occurrence and in
the annual aggregate Combined Single Limit for Bodily Injury and Property
Damage.

Such excess coverage shall not apply with respect to a primary limit greater than
Combined Single Limit Bodily Injury and Property Damage \$250,000,000 any
one occurrence and in the annual aggregate


Special Provisions: Excess Liability Insurance coverage provided to the FBO dealers by this
certificate applies only with respect to the sale of fuel and lubricants provided by
the Named Insured.

Should any of the policies described herein be canceled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice (or lesser period for "war risks" coverage) to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, its agents or representatives.

The above-described coverages are subject to all policy declarations, insuring agreements, terms conditions, limitations, exclusions, deductibles, warranties and endorsements. The Insurance Carriers indicated above have authorized the undersigned to issue this Certificate on their behalf as a matter of convenience only. Integro USA is not an insurance carrier and has no liability of any sort whatsoever under the above policies as an insurer or as a result of issuing this documentation. This Certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. This Certificate cancels and supersedes any Certificates previously issued to Certificate Holder as respects any contract, agreement, aircraft, risks, coverage or other data contained herein.

Certificate Holder:
Crystal Boyles
EMERALD COAST AVIATION
5545 John Givens Road
Crestview, FL 32539

December 6,, 2013
Cert. No. WFSXS 1314 8

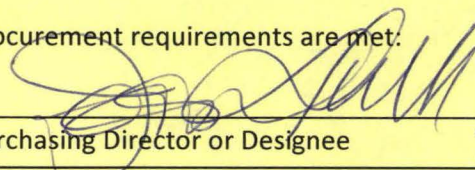


Senior Vice President
Integro Insurance Brokers

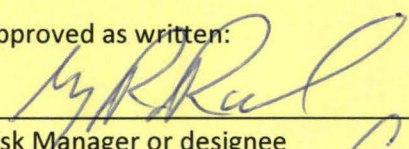
CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: LO8-0335 - AP Tracking Number: 877-14
Contractor/Lessee Name: Aero FX dba Emerald Coast Aviation Grant Funded: YES ___ NO X
Purpose: Amendment #6
Date/Term: 1-1-2039 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: Harman/Munier
Document has been reviewed and includes any attachments or exhibits.

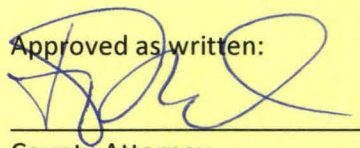
Purchasing Review

Procurement requirements are met:

Purchasing Director or Designee Joanne Kublic Date: 2/27/14

Risk Management Review

Approved as written:

Risk Manager or designee Gary R Real Date: 3/4/14

County Attorney Review

Approved as written:

County Attorney Date: 3/11/14

Following Okaloosa County approval:

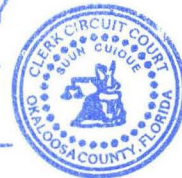
Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

*emailed Dave
3/12/14*

CERTIFIED A TRUE
AND CORRECT COPY
DON W. HOWARD
CLERK CIRCUIT COURT



AMENDMENT NO. 6

BY Jessica Ward
DEPUTY CLERK

LEASE AND LICENSE AGREEMENT

DATE April 10, 2014

AERO FX, INC. D/B/A EMERALD COAST AVIATION

THIS AMENDMENT, is entered into effective this 1st day of April, 2014, by and between **Okaloosa County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "Lessor") and **Aero FX, Inc., d/b/a Emerald Coast Aviation** (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, Aero FX, Inc. d/b/a Emerald Coast Aviation entered into the original Lease No. L08-0335-AP30 effective January 1, 2009; and

WHEREAS, this Amendment No. 6 shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by Lessee as stipulated in the original Lease Agreement and Amendments 1, 2, 3, 4, and 5, not otherwise amended hereby;

NOW, THEREFORE, The Lessor and Lessee each in consideration of the Agreement to be performed by the other, do hereby agree as stated:

Section 1: Article 13 — Liens is deleted in its entirety and is amended hereby to read as follows:

Agreement to Mortgage of the Lessee's Interest, Notice, Right to Cure and

Assumption:

Lessor acknowledges, understands and agrees that the Lessee will mortgage the interest granted to the Lessee under the Lease as security for a construction and development loan to finance planned improvements to be constructed and located on the Property. Lessor hereby agrees to the following provisions relating to the mortgage of the Lessee's interest;

Instr # 2920252 BK: 3142 PG:3787,Page 1 of 3
Recorded 04/08/2014 at 08:39 AM,
RECORDING: \$15.00 RECORDING ARTICLE V: \$12.00

LEASE # L08-0335-AP Amendment #6
AERO FX, INC. D.B.A. EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 01/01/2039

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD CLERK OF COURTS, OKALOOSA COUNTY, FL

- a. Lessor agrees to provide to the lender as designated by Lessee or its successors and assigns, written notice of any default under the terms of the Lease by the Lessee and agrees that Lessee's mortgagee, its successors and assigns shall have a reasonable time (in no event less than 90 days) after receipt of Notice of Default in which to cure said default.
- b. Lessor agrees to provide said Notice of Default in writing, to Lessee's mortgagee at such address as might be provided by Lessee's mortgagee from time to time in writing to Lessor.
- c. If the interest of the Lessee shall be acquired by Lessee's mortgagee by reason of foreclosure of the mortgage or other proceedings brought to enforce the rights of the mortgagee, by assignment of lease in lieu of foreclosure or by any other method, and the Lessee's mortgagee shall succeed to the interest of the Lessee under the Lease, the Lease shall continue in force and effect and shall not be extinguished or terminated except in accordance with the terms of the Lease. The Lessor and Lessee is mortgagee or its assigns shall thereupon be bound under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining with the same force and effect as if the Lessee's mortgagee were the Lessee under the Lease.
- d. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialmen for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the premise or any part thereof.

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

Witness:

Larica Redmond
Print Name: Larica Redmond

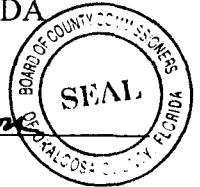
Jonathan Dunn
Jonathan Dunn, President of
Aero FX, Inc. d/b/a Emerald Coast
Aviation.

Lori A. Fox
Print Name: Lori A. Fox

Teresa Ward
Print Name: TERESA WARD

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
CHARLES K. WINDES, JR.
CHAIRMAN



Teresa Ward
Print Name: TERESA WARD

Attest:

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



Instr # 2915706 BK: 3139 PG:3155, Page 1 of 4
Recorded 03/13/2014 at 11:09 AM.
RECORDING: \$19.50 RECORDING ARTICLE V: \$16.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

AMENDMENT NUMBER FIVE
LEASE AND LICENSE AGREEMENT

AERO FX, INC. d.b.a. EMERALD COAST AVIATION

This AMENDMENT is entered into effective this 24th day of March, 2014, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as LESSOR) and AERO FX, INC., d.b.a. EMERALD COAST AVIATION, (hereinafter referred to as LESSEE).

WITNESSETH:

WHEREAS, Aero FX, Inc. d.b.a. Emerald Coast Aviation entered into the original lease no. L08-0335-AP30 effective January 1, 2009, Amendment Number One effective July 13, 2010, and Amendment Number Two effective August 3, 2010, Amendment Number Tree effective June 19, 2012, and Amendment Number Four effective March 19, 2013.

WHEREAS, this Amendment Five shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the original lease agreement and amendments not otherwise amended in this amendment.

THEREFORE, the LESSOR and LESSEE, each in consideration of the agreement to be performed by the other, do hereby agree as follows:

SECTION 1:

The Risk Management Department reviewed the insurance limits and is changing Aero FX, Inc., d.b.a. Emerald Coast Aviation limits to the following:

Airport or General Liability (Premises)	\$5,000,000
Products (Fuel Sales)	\$5,000,000
Completed Operations (Maintenance)	\$2,000,000

**LEASE # L08-0335-AP AMENDMENT #5
AERO FX, INC. D.B.A. EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 01/01/2039**

Hangarkeepers Legal Liability	\$1,000,000 per aircraft
	\$2,000,000 per occurrence
Environmental/Storage Tank Liability	\$5,000,000
Business Automobile	\$1,000,000

All other information in Section 17 remains the same.

SECTION 2:

This AMENDMENT NUMBER FIVE consists of the following: Sections 1 – 2. It constitutes this entire Amendment of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LESSEE.

(The remainder of this page intentionally left blank)

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

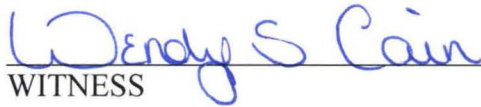


JONATHAN DUNN, PRESIDENT
AERO FX, INC. dba EMERALD COAST
AVIATION

ATTESTS:



WITNESS



WITNESS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



CHARLES K. WINDES, JR.
CHAIRMAN



ATTEST:



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

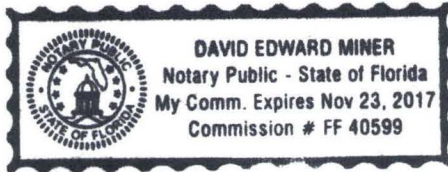


ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JONATHAN DUNN 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 19 day of February, 2014, A.D.



David E Miner

NOTARY

My commission expires: 11-23-17

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L# 08-0335-AP Tracking Number: Revised 530-13
Contractor/Lessee Name: Aero Fx dba Emerald Coast Aviation Re Route
Purpose: Amendment # 4 (Highlighted changes)
Date/Term: 1/1/2039

Amount: _____
Department: Airports
Dept. Monitor Name: C. Donovan / D. Minor

1. GREATER THAN \$50,000
2. GREATER THAN \$25,001
3. \$25,000 OR LESS

Purchasing Review

Procurement requirements are met:
[Signature] Date: 2/2/13
Contracts & Lease Coordinator

Risk Management Review

Approved as written:
[Signature] Date: 2/7/13
Risk Management Director

County Attorney Review

Approved as written:
[Signature] Date: 2/12/13
County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager

Date: _____

Insitr # 2844223 BK: 3087 PG:2303,Page 1 of 8
Recorded 04/01/2013 at 10:31 AM
RECORDING: \$37.50 RECORDING ARTICLE V: \$32.00

DEPUTY CLERK K.SCHOOLCRAFT
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY, FL

LEASE # L08-0335-AP
AERO FX, INC. D.B.A. EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 01/01/2039

AMENDMENT NUMBER FOUR

LEASE AND LICENSE AGREEMENT

AERO FX, INC. d.b.a. EMERALD COAST AVIATION

This AMENDMENT is entered into effective this 19th day of March, 2013, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as LESSOR) and AERO FX, INC., d.b.a. EMERALD COAST AVIATION, (hereinafter referred to as LESSEE).

WITNESSETH:

WHEREAS, Aero FX, Inc. d.b.a. Emerald Coast Aviation entered into the original lease no. L08-0335-AP30 effective January 1, 2009.

WHEREAS, this Amendment Four shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the original lease agreement and Amendments One, Two and Three not otherwise amended in this amendment.

THEREFORE, the LESSOR and LESSEE, each in consideration of the agreement to be performed by the other, do hereby agree as stated.

SECTION 1:

Article 2 par 2.1 Premises is amended to read, County hereby agrees to lease to Company and Company hereby agrees to lease from County real property consisting of premises in Exhibit B dated December 19, 2012, which is attached to this Amendment, (hereinafter "Premises").

SECTION 2:

Amendment 3 Section 1 Article 5.B.g is amended to read, Company shall complete construction of the new terminal facility no later than October 31, 2013, subject to any delays beyond its control. Ground rent on the new terminal area of TWENTY FOUR THOUSAND EIGHT HUNDRED TWO (24,802) square feet is established at FIVE CENTS (\$.05) per square foot per year for a total annual cost of ONE THOUSAND TWO HUNDRED FORTY DOLLARS AND TEN CENTS (\$1,240.10) plus tax. Company shall

be allowed rental credit applicable only to the terminal area ground lease based on capital improvements made by the company. Said credit shall equal the annual lease fee \$1,240.10 per year for the remaining 27 years of the initial lease. The amount of this credit shall not exceed \$33,500.00.

SECTION 3:

Amendment 1 Section 3 Article 6.C 1) Description: is amended to read, Ground rent on the fuel farm area of NINE THOUSAND FIVE HUNDRED THIRTY THREE (9,533) square feet is established at FIVE CENTS (\$.05) per square foot per year for a total annual cost of FOUR HUNDRED SEVENTY SIX DOLLARS AND SIXTY FIVE CENTS (\$476.65) plus tax.

SECTION 4:

Amendment One Section 4 Article 6.E Premises Rent—Office is amended to read, The initial evaluation based on the condition and age of the office/terminal/hangar building, rent is set at TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$28,800.00) or TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) per month plus tax.

SECTION 5:

Amendment One Section 5 Article 6.G 1) is amended to read, Ground rent on the apron/ramp of TWO HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED NINETY NINE (295,499) square feet is established at FIVE CENTS (\$.05) per square foot per year for a total annual cost of FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS AND NINETY FIVE CENTS (\$14,774.95) plus tax.

SECTION 6:

The ground lease fees for the terminal, hangar, fuel farm and apron shall be increased every five (5) years to reflect the increase in the Consumer Price Index (“CPI”) from the date of Amendment Number One. The “CPI” shall be the revised Consumer Price Index for All Urban Consumers for all items – U. S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1982-84=100 (CPI-U).

SECTION 7:

Survey/Legal for New Terminal:

Commence at the Northwest corner of Section 11, Township 3 North, Range 23, West of Tallahassee meridian, Okaloosa County, Florida, Thence S.01°50’10”W. along West line of Section 11 for a distance of 1597.09 feet; Thence S.88°09’50”E. for a distance of 497.00 feet; Thence N.82°02’06”E. for a distance of 108.00 feet to a point on the West edge

taxilane "A"; Thence S.07°57'54"E. along West edge of taxilane "A" for a distance of 282.00 feet to the Point of Beginning; Thence continue S.07°57'54"E. along West edge of taxilane "A" for a distance of 206.00 feet; Thence S.82°02'06"W. for a distance of 111.30 feet; Thence N.07°57'54"W. for a distance of 54.00 feet; Thence S.82°02'06"W. for a distance of 22.17 feet; Thence N.07°57'54"W. for a distance of 25.15 feet to the Point of Curvature of a curve concave Southeasterly, having a radius of 4.50 feet and a central angle of 90°00'00"; Thence along the arc of said curve an arc length of 7.07 feet (chord 6.36 feet, chord bearing N.37°02'06"E.) to the point of tangency; Thence N.82°02'06"E. for a distance of 16.04 feet; Thence N.07°57'54"W. for a distance of 73.47 feet; Thence S.82°02'06"W. for a distance of 15.07 feet to the point of curvature of a curve concave Northeasterly, having a radius of 6.00 feet and a central angle of 90°00'00"; Thence along the arc of said curve an arc length of 9.42 feet (chord 8.49 feet, chord bearing N.52°57'54"E.) to the point of tangency; Thence N.07°57'54"W. for a distance of 42.89 feet; Thence N82°02'06"E. for a distance of 134.00 feet to the Point of Beginning. Contains 24,802 square feet.

SECTION 8:

Survey/Legal for Fuel Farm:

Commence at the Northwest corner of Section 11, Township 3 North, Range 23, West of Tallahassee Meridian, Okaloosa County, Florida, Thence S.01°50'10"W. along West line of Section 11 for a distance of 1611.98 feet; Thence S.88°09'50"E. for a distance of 150.33 feet to the Point of Beginning; Thence N.85°32'00"E. for a distance of 130.77 feet; Thence S.01°34'46"W. for a distance of 92.12 feet; Thence N.58°07'38"W. for a distance of 35.53 feet; Thence S.86°56'54"W. for a distance of 100.34 feet; Thence N.01°59'10"E. for a distance of 70.28 feet to the Point of Beginning. Contains 9,533 square feet.

SECTION 9:

Survey/Legal for old Terminal - Hangar:

Commence at the Northwest corner of Section 11, Township 3 North, Range 23, West of Tallahassee Meridian, Okaloosa County, Florida, Thence S.01°50'10"W. along West line of Section 11 for a distance of 1597.09 feet; Thence S.88°09'50"E. for a distance of 497.00 feet to the Point of Beginning; Thence N.82°02'06"E. for a distance of 108.00 feet to a point on the West edge of Taxilane "A"; Thence S.07°57'54"E. along West edge of Taxilane "A" for a distance of 282.00 feet; Thence S.82°02'06"W. for a distance of 134.00 feet; Thence N.07°57'54"W. for a distance of 14.00 feet; Thence N.82°02'06"E. for a distance of 26.00 feet; Thence N.07°57'54"W. for a distance of 36.92 feet; Thence S.82°02'06"W. for a distance of 8.18 feet; Thence N.07°7'54"W. for a distance of 10.29 feet; Thence N.82°02'06"E. for a distance of 8.18 feet; Thence N.07°57'54"W. for a distance of 220.79 feet to the Point of Beginning. Contains 30,904 square feet.

SECTION 10:

Survey/Legal for Apron – Ramp:

Commence at the Northwest corner of Section 11, Township 3 North, Range 23, West of Tallahassee Meridian, Okaloosa County, Florida, Thence S.01°50'10"W. along West line of Section 11 for a distance of 1572.57 feet; Thence S.88°09'50"E. for a distance of 602.34 feet to a point on the West edge of Taxilane "A", Bob Sikes Airport, Crestview, Florida and the Point of Beginning; Thence proceed N.82°02'06"E. for a distance of 80.02 feet; Thence N.07°57'54"W. for a distance of 388.11 feet; Thence S.82°02'06"E. for a distance of 163.98 feet to a point on the Westerly edge of Taxilane "A"; Thence S.07°57'54"E. along Easterly edge for a distance of 1348.34; Thence S.82°02'06"W along South Taxilane "A" for a distance of 191.00 feet; Thence N.07°57'54"W. for a distance of 46.00 feet; Thence S.82°02'06"W. for a distance of 53.00 feet; Thence N.07°57'54"W. along West edge of Taxilane "A" for a distance of 914.23 feet to the Point of Beginning. Contains 295,499 square feet.

SECTION 11:

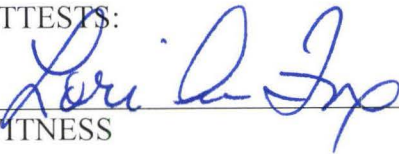
This AMENDMENT NUMBER FOUR consists of the following: Sections 1 – 11. It constitutes this entire Amendment of the parties on the subject matter herein and may not be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LESSEE.

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



JONATHAN DUNN, PRESIDENT
AERO FX, INC. dba EMERALD COAST
AVIATION

ATTESTS:



WITNESS

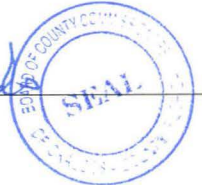


WITNESS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN



ATTEST:



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

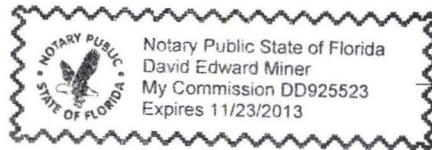


ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JONATHAN DUNN 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 8 day of March, 2013, A.D.



David Edward Miner

NOTARY

My commission expires: 11-23-13

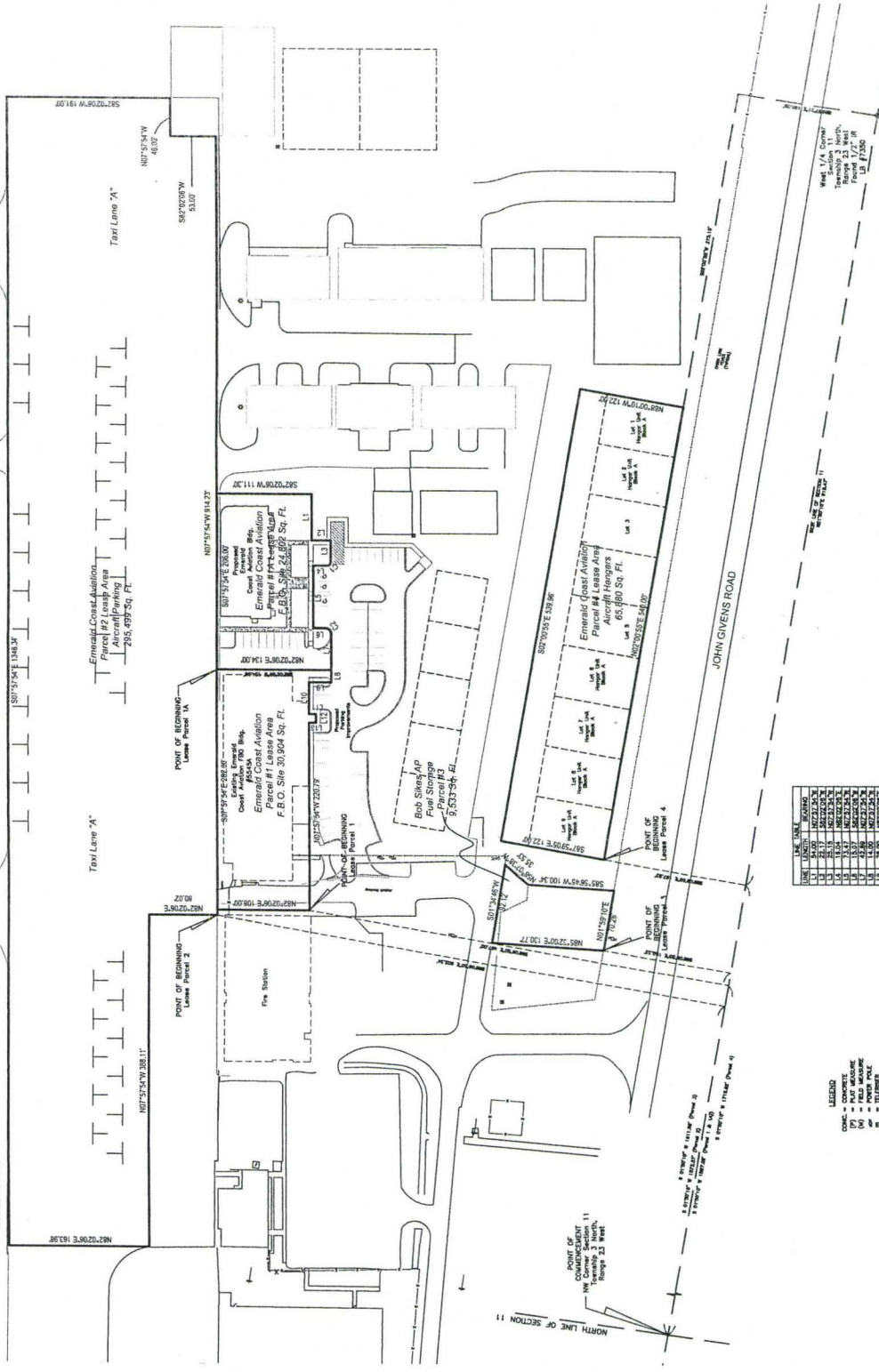
Bob Sikes Airport



Surveyor's Report

BUYER'S NOTES:

- 1) NO BUREAU, IMPROVEMENT, UNIMPROVED INSTALLATION, FOUNDATION OR OTHER RECORDS HAVE BEEN OBTAINED FOR THIS PROJECT.
- 2) ALL DIMENSIONS SHOWN HEREON ARE BASED ON FLORIDA STATE PLAT COORDINATES USING COGNITIVE BASE NETWORK CONTROL STATION FOUND ON BOB SIKES AIRPORT.
- 3) EXISTING USE OF THE SITE IS FOR AIRCRAFT PURPOSES AND THE ACCURACIES FOR CLASSES WERE OBTAINED FROM A SURVEYOR. THIS SURVEY IS NOT TO BE USED FOR ANYTHING OTHER THAN THE SHOWN PURPOSES.



LINE	LENGTH	BEARING	AREA
1	117.00	N07°51'54\"/>	

LEGEND

- CONC - CONCRETE
- ASPH - ASPHALT
- PAV - PAVEMENT
- GR - GRAVEL
- DIR - DIRT
- BLD - BUILDING
- ST - STEEL
- W - WOOD
- IR - IRON
- CM - CONCRETE MASONRY

LEASE PARCEL 11, EMERALD COAST AVIATION AIRCRAFT STORAGE AREA.
 COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 23 WEST, PALM BEACH COUNTY, FLORIDA, THENCE S 81°20'30\"/>

LEASE PARCEL 12, EMERALD COAST AVIATION AIRCRAFT STORAGE AREA.
 COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 23 WEST, PALM BEACH COUNTY, FLORIDA, THENCE S 81°20'30\"/>

LEASE PARCEL 13, EMERALD COAST AVIATION AIRCRAFT STORAGE AREA.
 COMMENCE AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 23 WEST, PALM BEACH COUNTY, FLORIDA, THENCE S 81°20'30\"/>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE SURVEYOR.

Surveyor: **RODOLFO**
 Date: **01/11/2024**
 Job No: **01111102**
 Plan Order: **011111**
 Drawn By: **RLD**
 Prepared by: **RLD**
 Field Book No: **011111**
 Field Book Page: **01**
 Field Book Date: **01/11/2024**

Sketch of Description:
Emerald Coast Aviation Parcel 11, Township 10 North, Range 23 West, Palm Beach County, Florida.
Bob Sikes Airport, Parcel 11, Township 10 North, Range 23 West, Palm Beach County, Florida.

LINE	LENGTH	BEARING	AREA
1	117.00	N07°51'54\"/>	

5-21-12

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: L# 335 Tracking Number: 437-12

Contractor/Lessee Name: Aero FX dba Emerald Coast Aviation

Purpose: Amendment #3

Date/Term: 1-1-2039 GREATER THAN \$10,000

Amount: \$17,296.95 a year plus tax \$10,000 OR LESS

Department: Airports Dept. Monitor Name: David Miner

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 5/22/12

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

Date: 5-24-12

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 5/29/11

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

Contracts & Grants Manager

Date: _____

AMENDMENT NUMBER THREE

LEASE AND LICENSE AGREEMENT

AERO FX, INC. d.b.a. EMERALD COAST AVIATION

This AMENDMENT is entered into effective this 19th day of June, 2012, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as LESSOR) and AERO FX, INC., d.b.a. EMERALD COAST AVIATION, (hereinafter referred to as LESSEE).

WITNESSETH:

WHEREAS, Aero FX, Inc. d.b.a. Emerald Coast Aviation entered into the original lease no. L08-0335-AP30 effective January 1, 2009, Amendment Number One effective July 13, 2010, and Amendment Number Two effective August 3, 2010.

WHEREAS, this Amendment Two shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the original lease agreement and amendment number one not otherwise amended in this amendment.

THEREFORE, the LESSOR and LESSEE, each in consideration of the agreement to be performed by the other, do hereby agree as follows:

SECTION 1:

Article 5.B G) is amended to read as follows: Company shall complete construction of the new Terminal facility no later than June 30, 2013, subject to any delays beyond its control. Company shall be allowed rental credit toward the Terminal ground lease based on the appraised value of a County conducted independent appraisal.

SECTION 2:

This AMENDMENT NUMBER THREE consists of the following: Sections 1 – 2. It constitutes this entire Amendment of the parties on the subject matter hereof and may not

LEASE # L08-0335-AP
AERO FX, INC. D.B.A. EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 01/01/2039

be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LESSEE.

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



JONATHAN DUNN, PRESIDENT
AERO FX, INC. dba EMERALD COAST
AVIATION

ATTESTS:



WITNESS

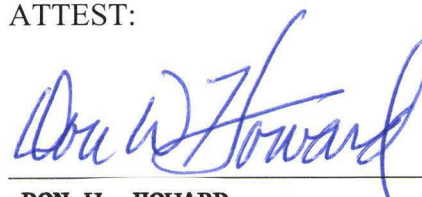
WITNESS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN

ATTEST:



DON W. HOWARD
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

AMENDMENT NUMBER TWO

LEASE AND LICENSE AGREEMENT

AERO FX, INC. d.b.a. EMERALD COAST AVIATION

LEASE # L08-0335-AP
AERO FX, INC. D.B.A. EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 01/01/2039

This AMENDMENT is entered into effective this 3rd day of August, 2010, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as LESSOR) and AERO FX, INC., d.b.a. EMERALD COAST AVIATION, (hereinafter referred to as LESSEE).

WITNESSETH:

WHEREAS, Aero FX, Inc. d.b.a. Emerald Coast Aviation entered into the original lease no. L08-0335-AP30 effective January 1, 2009 and Amendment Number One effective July 13, 2010; and

WHEREAS, this Amendment Two shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the original lease agreement and amendment number one not otherwise amended in this amendment; now

THEREFORE, the LESSOR and LESSEE, each in consideration of the agreement to be performed by the other, do hereby agree as follows:

SECTION 1:

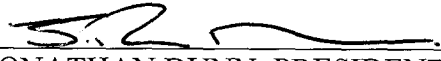
Article 5.B G) is amended to read as follows: Company shall complete construction of the new Terminal facility no later than January 1, 2013, subject to any delays beyond its control. Company shall be allowed rental credit toward the Terminal ground lease based on the appraised value of a County conducted independent appraisal.

SECTION 2:

This AMENDMENT NUMBER TWO consists of the following: Sections 1 – 2. It constitutes this entire Amendment of the parties on the subject matter hereof and may not

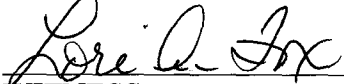
be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LESSEE.

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



JONATHAN DUNN, PRESIDENT
AERO FX, INC. dba EMERALD COAST
AVIATION

ATTESTS:

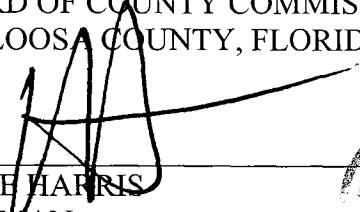


WITNESS



WITNESS


BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



WAYNE HARRIS
CHAIRMAN

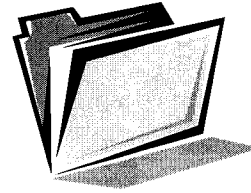


ATTEST:



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





**OFFICE OF CONTRACTS & GRANTS
CLERK OF THE CIRCUIT COURT
Shalimar Annex, Suite G154**

M E M O R A N D U M

TO: Jack Allen

**FROM: Brenda L. Bailey,
Contracts & Grants Manager**

DATE: July 16, 2010

RE: BCC Meeting Date: July 13

The Okaloosa County Board of Commissioners has approved the attached document(s) on the date specified above. The documents are being returned for the following action:

- Please submit to other party for signatures. When fully executed please return one "original" to our office.**
- If document is fully executed, please make final distribution including returning one original to our office.**

AMENDMENT NUMBER ONE

LEASE AND LICENSE AGREEMENT

AERO FX, INC. d.b.a. EMERALD COAST AVIATION

This AMENDMENT is entered into effective this 13th day of July, 2010, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as LESSOR) and AERO FX, INC., d.b.a. EMERALD COAST AVIATION, (hereinafter referred to as LESSEE).

WITNESSETH:

WHEREAS, Aero FX, Inc. d.b.a. Emerald Coast Aviation entered into the original lease no. L08-0335-AP30 effective January 1, 2009.

WHEREAS, this Amendment One shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LESSEE as stipulated in the original lease agreement not otherwise amended in this amendment.

THEREFORE, the LESSOR and LESSEE, each in consideration of the agreement to be performed by the other, do hereby agree as stated.

SECTION 1:

The Title Page and the second WHEREAS on page 1 are amended to read that the Commercial Fixed Base Operation at Bob Sikes Airport is Aero FX, Inc, d.b.a. Emerald Coast Aviation.

SECTION 2:

Article 6.1 A. 1) Description: is amended to delete the word "into" and include the words "...and defueling" between the words "dispensing" and "aircraft" in the third line.

SECTION 3:

Article 6.C 1) Description: is amended to include the following: “Ground rent on the fuel farm area of approximately 11,562 square feet is established at \$.05 per SF per year for FIVE HUNDRED SEVENTY EIGHT (\$578.00) DOLLARS a year. In return for Company’s investment in building an above ground certified fuel farm, credit shall be allowed based on presentation of acceptable proof of invested capital.

SECTION 4:

Article 6.E Premises Rent—Office is amended to include Terminal Building and Hangar. This section is further amended to delete the term “certified appraisal done” and state “The initial evaluation based on the condition and age of the office/terminal/hangar building is set at \$2,400 per month or TWENTY EIGHT THOUSAND EIGHT HUNDRED (\$28,800) DOLLARS a year. This value shall be adjusted by the consumer price index each five years.”

SECTION 5:

Article 6.G 1) Delete the words “Hangar and” in the section title and add the following immediately after the first sentence: “Company shall pay rent for tie down and parking area of 120,000 sf set at \$.05 per sf per year for a total of \$6,000 a year. This rate will be increased every five year’s anniversary based on the Department of Labor’s Cost of Living Adjustment.” Delete the remainder of the paragraph.

SECTION 6:

Article 6.1.I Abatement of Rent: Based on invested capital of \$246,964 and annual rental requirement of \$35,378 for ground and building lease space, rental/lease fees shall be abated for a period of seven (7) years from the effective date of this lease agreement.

Article 7.1B. Performance Bond Change the Contract Security requirement from \$300,000 to \$50,000 in both places to agree with the requirement in Section 7.1A.

SECTION 7:

Article 17.2 Airport Liability : Change minimum limits of coverage from \$2,000,000 to \$5,000,000 combined single limit.

SECTION 8:

Article 17.2 Business Auto: Change minimum limits from \$5,000,000 to \$2,000,000 combined single limit.

SECTION 9:

Article 17.2 Environmental Impairment: Change minimum limits from \$5,000,000 to \$2,000,000 combined single limit or as required by Federal or State Statutes.

SECTION 10:

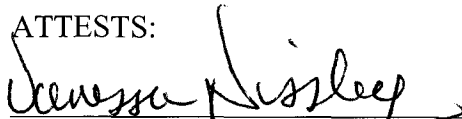
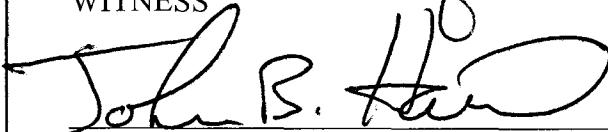
This AMENDMENT NUMBER ONE consists of the following: Sections 1 – 10. It constitutes this entire Amendment of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LESSEE.

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



JONATHAN DUNN, PRESIDENT
AERO FX, INC. dba EMERALD COAST
AVIATION

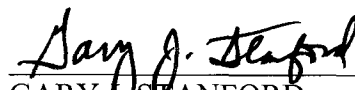
ATTESTS:


WITNESS
WITNESS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


WAYNE HARRIS
CHAIRMAN

ATTEST:


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

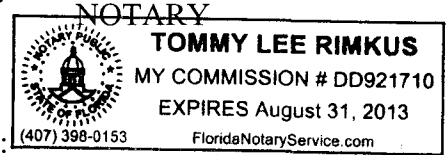
ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JONATHAN DUNN 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 2nd day of June, 2010, A.D.

Tommy Lee Rimkus



My commission expires:

LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION
BOB SIKES AIRPORT
EMERALD COAST AVIATION, INC.

EFFECTIVE DATE: January 1, 2009
COMMENCEMENT DATE: See Article 4.2

PREPARED BY:
OKALOOSA REGIONAL AIRPORT

L08-0335-AP30-161
LESSEE: EMERALD COAST AVIATION
BSAP FIXED BASE OPERATOR
EXPIRES: 1/1/2039

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LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION

BOB SIKES AIRPORT

WITNESSETH

WHEREAS, County owns, operates and maintains an airport in Okaloosa County, Florida, known as Bob Sikes Airport (hereinafter referred to as "Airport"); and

WHEREAS, it is the best interests of the County to encourage air transportation services at the Airport, and

WHEREAS, the availability and conduct of quality fixed base operator services, as hereinafter set forth, are necessary to the operation of said Airport for public general aviation purposes, and County desires to enter into a Lease and License Agreement for Commercial Fixed Base Operation (hereinafter referred to as "Agreement") with EMERALD COAST AVIATION, INC. (hereinafter "Company"), a qualified, experienced operator to provide necessary general aviation services and a related fixed base operation at the Airport; and

WHEREAS, Company agrees to operate a first class, full service Fixed Base Operation ("FBO") facility and fuel farm on the Premises described in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements herein contained, the County and Company do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- 1.1 County's Representative — shall mean the County's Airports Director or such other person that County designates by written notice delivered to Company.
- 1.2 Company — shall also mean "operator" as defined in the Minimum Standards for Full-Service Fixed Base Operations and Specialty Service Operations, Dated May 30, 2008 ("Minimum Standards"), as may be amended from time to time, which is attached hereto as Exhibit "A" and incorporated herein. Upon amendment of the Minimum Standards, a revised Exhibit "A" will be made part of this Agreement without formal amendment.

- 1.3 Core Services — shall mean those services that must be provided to general aviation airport patrons by Company and can not be subleased to a person or other entity. These services are commercial aircraft fueling, line service, aircraft hangar storage and tie-down
- 1.4 General Manager — shall mean Company's General Manager, as submitted in Company's proposal to the Request for Proposal to Operate/Manage a Fixed Base Operation and Fuel Farm and Provide General Aviation Fixed Base Operation Services at Bob Sikes Airport. If the General Manager is replaced, the replacement candidate must meet or exceed the qualifications as outlined in the Minimum Standards. County reserves the right to approve Company's Manager and any such replacement.
- 1.5 Management Team — shall mean the Company's General Manager, Line Service Manager and Director of Maintenance.

ARTICLE 2

PREMISES

2.1 Premises

County hereby agrees to lease to Company and Company hereby agrees to lease from County real property consisting of premises in Exhibit B, which is attached to the Agreement, (hereinafter "Premises").

2.2 Space Allocation Adjustment--RESERVED

2.3 Company's Furnishings, Furniture and Fixtures

Company shall, without cost to County, furnish all furniture, fixtures, draperies and equipment necessary to conduct its FBO in a first class manner. All such furnishings, furniture and fixtures shall be of high quality, safe, fire resistant and attractive in appearance and shall require written approval of County prior to installation, which written approval shall not be unreasonably withheld. Company shall have the right to grant security interest, liens or encumbrances against the said furnishings, furniture and fixtures for purchase of said furnishings, furniture and fixtures only.

ARTICLE 3

PRIVILEGES, USES, EXCLUSIONS AND SERVICES

Company shall enjoy the following nonexclusive rights on the Airport subject to the conditions provided in this Agreement:

3.1 Privileges and Uses

- A. The use, in common with other duly authorized users, of the common areas (as the same now exist or may hereafter be extended) of the Airport, consisting of roadways, runways, taxiways, all aids to air navigation for the Airport, and all public areas of the Airport.
- B. The right to operate a fuel farm.
- C. The right to use of the Premises for the conduct of a general aviation FBO
- D. The loading and unloading of aircraft engaged in any lawful aviation activities.
- E. The maintenance, storing, and servicing of aircraft shall include overhauling, repairing, rebuilding, inspection and licensing of the same, and the purchasing and sales of parts, equipment, and accessories thereof.
- F. The right to maintain a business of buying and selling new and/or used aircraft, parts, and accessories therefore, and aviation equipment and merchandise which fall under the description of either retail, wholesale or as a dealer.
- G. The sale and into-plane delivery of aircraft fuels, lubricants and propellants at the Premises and at the Airport at such locations as may from time to time be designated by County and set forth in writing to Company. The sale of said fuels, lubricants and propellants at those locations designated by County shall include the right to use vehicles necessary for the servicing of aircraft.
- H. The sale of aviation products and merchandise incidental to general aviation activities.
- I. Flight instruction.
- J. The rental of aircraft.
- K. The operation of air taxi and charter services for the transportation of passengers, cargo and mail, including handling on the Premises of air taxi and charter services of others.
- L. The operation and sale of aerial survey, photography, and mapping services.
- M. The operation of Specialized Aviation Service Operations (SASO) such as paint, radio propellers, instruments, accessories and upholstery shops

- N. The operation of facilities and improvements upon the Premises, for the purpose of carrying out any of the activities provided for herein: subject, however, to the conditions of this Agreement as hereinafter described.
- O. The right to provide food and beverage vending machines in the public and employee break areas of the FBO Facilities.

No other business activity is authorized herein unless so stated above or approved in writing, in advance, by County's Airports Director.

3.2 Minimum General Aviation Commercial Aeronautical Operations to be provided by Company

As part of the consideration hereunder, Company must provide the following services:

- A. Tie-down and hangar storage.
- B. Sale and into plane dispensing of aviation fuels.
- C. Adequate ramp service for general aviation aircraft users, with a qualified attendant available on the ramp, 12 hours a day, seven days a week, for the purpose of providing aircraft guidance, aircraft parking, tie-down and after hour on-call service.
- D. Operation of a fuel farm facility for the storage, handling and delivery of aviation fuel products.
- E. Maintenance, repair and servicing of general aviation aircraft, aircraft engines and parts by a qualified mechanic.
- F. Maintenance of adequate inventory of the necessary aircraft parts and accessories to maintain, repair and service general aviation aircraft.
- G. Flight training school with a certified flight instructor and two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight instruction.
- H. Aircraft rental with two airworthy Company owned or leased aircraft, including at least one aircraft suitable for instrument flight operation.
- I. Emergency service to disabled general aviation aircraft on the Airport, including towing and transporting disabled aircraft at the request of the owner, operator of the aircraft, or County.

- J. Flight planning and flight services facilities equipped with direct telephone communication to a Federal Aviation Administration (FAA) flight service station, local navigation charts, flight planning materials and weather information available during hours of operation for the airport patron.
- K. Courtesy transportation providing passenger transportation service between FBO and reasonable nearby destinations.

ARTICLE 4

TERM

4.1 Effective Date

This Agreement shall become binding and effective upon approval and execution by County and Company.

4.2 Commencement Date

The term of this Agreement shall be for a period of 30 years and commence January 1, 2009 ("Commencement Date").

ARTICLE 5

OBLIGATIONS OF COMPANY

Company covenants and agrees:

- A. The use and occupancy of the Premises by Company shall be without cost or expense to County except as provided herein.
- B. Company agrees as a condition of this Agreement that it will, at all times, furnish courteous, prompt and efficient commercial aviation operations adequate to meet the reasonable demands for such services at the Airport and to furnish said services on a fair, equal and non-discriminatory basis to all users thereof, and to charge fair, reasonable, and non-discriminatory rentals and prices for each unit of sale or service. Company has made specific commitments in this Agreement as to levels and quality of service. To ensure these commitments are diligently pursued, County will evaluate the performance of Company periodically. If County determines that Company is not fulfilling the commitments under this Agreement, County shall notify Company in writing by certified mail of said service or quality deficiencies and Company will have 30 days from

receipt of such notice to correct said deficiencies. Failure to correct said deficiencies shall be a condition of default.

- C. Company agrees, at its own expense, to provide for the general upkeep of the Premises and appurtenances thereto, as described herein, to maintain the Premises in a presentable condition consistent with good business practice as of the Commencement Date of this Agreement, normal wear and tear excepted, and to procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation of Company's business on the Premises. Company agrees to prevent the accumulation of materials, parts, or other materials on the Premises.
- D. Company agrees to conduct its business in a proper and first-class manner at all times. Company further agrees to operate in harmony with others on the Airport and will at all times operate with safety and concern for others.
- E. Company will market and solicit tenants for hangar occupancy and follow provisions of Article 35 herein when doing so.
- F. Company agrees that no later than January 1, 2010, it will provide County with County approved plans and construction documents for a new Terminal facility to be constructed at no expense to the County.
- G. Company shall complete construction of the new Terminal facility no later than January 1, 2012, subject to any delays beyond its control. Company shall be allowed rental credit for the Terminal ground lease on the appraised value based on a County conducted independent appraisal.
- H. Company will provide aircraft pull out/in service during normal business hours upon customer's request.
- I. Company will be responsible for marketing the FBO facility and services
- J. Company will promote and host one annual "Fly-In".
- K. Company will host one tenant meeting per quarter.
- L. Company will host one tenant appreciation event per year

- M. Company will provide or caused to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. Company shall cause to be removed (at its own expense) from Premises all waste, garbage and rubbish. Further, Company agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by County.
- N. Company shall neither cause or create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.
- O. Company hereby agrees that it will use the paved areas according to the specifications and planned use for such areas and Company will prohibit its employees, agents or sublessee's from exceeding the planned use or from placing excessive loads on paved areas on the Premises. Company shall be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading due to negligence on its part or any of its employees.
- P. Company shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- Q. Company shall provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of the FAA Remote Communications Outlet or aids to air navigation.
- R. Company accepts all Premises in its present condition, except as otherwise stated, and without expense to County.
- S. Hangar doors are to be kept closed at all times, except when moving aircraft, working on aircraft, when aircraft is gone for a short time or some other justifiable reason, and at no time shall doors be left open at night.



T Company will exercise reasonable care to keep oil, grease, and all other such lubricants off all surfaces.

ARTICLE 6
RENTALS AND FEES

6.1 Company shall pay to County the following Rentals and Fees:

A. Airport Use Assessment Fee:

Company can not charge a fee for the use of the Airport. However, consistent with its policy for charging each and every user of the Airport, including the Company, a use assessment to recover the costs of maintaining and operating the Airport, County desires to collect an assessment for general aviation usage of the airfield. In this regard, County has determined that a fair and efficient way to recover the costs of the general aviation usage of the airfield is by imposing an assessment on aviation fuel delivered to the Company, hereinafter referred to as "Airport Use Assessment". Company can only charge for the sale or provision of the goods and services authorized under this Agreement and actually provided. This does not preclude the Company from charging a reasonable ramp fee.

1) Description:

Company shall pay to County an Airport Use Assessment Fee, also referred to as fuel flowage fee, of \$.06 per gallon on all fuel sales under this Agreement for the purpose of dispensing into aircraft. Said flowage fees are subject to an adjustment as specified below.

2) Payment Due:

Fuel flowage fees shall be remitted, without demand and without invoice, on the 10th day of the month after the month in which the aircraft fuels are received by Company and Company shall provide to County along with its payment a report of all deliveries of aviation fuel obtained for the preceding month.

3) Fee Adjustment:

Fuel flowage fees may be subject to change by County from time to time. Any such increase shall be at the sole discretion of County after consultation with the Company and shall apply to all County FBOs. Any changes that are made in the Fuel Flowage Fee will be set out in writing to Company with the effective date thereof.

- B Percentage of Gross Sales: Company shall pay the County two and one-half percent (2.5%) of gross receipts for all services, equipment and supplies (with the exception of aircraft fuel).

The term "gross receipts" shall include all charges or other fees charged by the Company on all sales and revenues of any kind and character derived from, arising out of, or payable on account of the business conducted by the Company or from operations under this Agreement, whether for cash or credit and without any deduction for credit card discounts, and regardless of whether operator ultimately collects monies owed for said sales. The term shall also include the value of goods and services when provided or given by the Company to anyone without charge except as provided herein. The term shall not include warranty work for which the Company receives no mark-up over cost, nor shall it include any sales tax or excise tax stated separately and collected for remittance to the taxing authority. All gross receipts shall be deemed to be received at the time of the determination of the amount due, not at the time of billing or payment, unless specifically authorized by the Airports Director.

- C. Fuel Farm Rental:

- 1) Description:

In return for Company's investment in building an above ground certified fuel farm, credit against rent shall be allowed based on presentation of acceptable proof of invested capital.

- 2) Payment Due:

Any rent payable for fuel farm rental shall be remitted, without demand and without invoice, on the 10th day of the month after the month in which the fuel has been delivered to Company.

- D. Premises Rent - Hangar:

The term "Gross Hangar Rental Receipts" as used herein shall be construed to mean the aggregate dollar amount (including sales tax) of all hangar rental sales received by the Company for the management of County owned individual hangars leased to the public. Currently there are no such properties owned by the County

- 1) Description:

Hangar rent shall be established at fair market valuation to be accomplished by certified appraisal done by the County

2) Payment Due:

Said hangar rent shall be remitted, without demand and without invoice, on the 10th day of the month after the month in which the hangar rent is due to Company, whether collected or not.

E. Premises Rent — Office:

1) Description:

Company shall pay fair market rental valuation established by certified appraisal done by the County. Company shall be allowed rental credit of up to \$25,000 for initial capital improvements upon presentation of acceptable documentation of such improvements.

2) Payment Due:

The Premises rent is due on or before the first of each month without demand and without invoice.

33) Rent Adjustment:

At the commencement of the renewal period, the Premises rent as described in Section 6.1, E, shall be adjusted in accordance with County's rental rate policy.

F. Automobile Rental:

1) Description:

Company shall pay to County 5% of Company's proceeds from automobile rental on the Premises.

2) Payment Due:

Said automobile rent shall be remitted, without demand and without invoice, on the 10th day of the month after the month in which the Company's proceeds from automobile rental are received by Company.

G. Hangar and Tie-Down Space Rental Rates:

1) Description:

Company agrees that hangar and tie-down space shall be subleased based on fair market value rental rates to ensure that the facilities produce maximum reasonable revenues to Company and County. All tenants will pay market rent. Company and County will meet by June 1 each year to determine the market value which will go into effect on October 1. If Company and County cannot agree on the market value, County will make the final determination.

The only fee that Company may charge to a hangar tenant as direct result of their occupancy of the hangar is rent. No line item assessments for such things as electric service, insurance, water or other fees Company may be obligated to pay, except sales tax, may be shown on customers' invoices or rental agreements.

2) Company's Use of Hangar Space:

To the extent Company's own aircraft are stored in a hangar space, said storage will be on a space available basis and Company shall pay revenues to County for aircraft storage at the same rates and charges as any tenant of the hangar space.

H Extension of Credit:

The decision by the Company to extend credit to its customers rests solely with the Company. All credit sales are reportable by the Company and any related fees are payable to the County in the month the credit sale occurs. Bad debts as a result of the Company's decision to extend credit will be borne solely by the Company and shall not be a subtraction from the Company's reports or reduce fees payable to the County by the Company.

6.2 Late Payments

Without waiving any other right or action available to County in the event of default of Company's payment of charges or fees hereunder, and in the event Company is delinquent in paying to County any such charges or fees, for a period of five business days after the payment is due, County reserves the right to charge Company interest thereon, from the date such fees or charges became due to the date of payment, at the maximum rate authorized by the State of Florida.

6.3 Reports Due

A. Company shall on or before the tenth of each month submit a completed General Aviation Revenue Activity Report (SAMPLE) as shown in Exhibit "D", Activity Report which is attached hereto and made a part hereof, along with any monies due from the previous month.

B. Company shall on or before 45 days following each anniversary date of this Agreement, have prepared and furnished to County a certified statement or statements and

accounting by an independent certified public accountant which will reflect all Gross Receipts, all fuel flowage fees and any of other revenues that Company is required to remit to County under the terms of this Agreement during the preceding 12 months of the Agreement.

- C. County and Company acknowledge and agree that on or before 45 days following each anniversary date of this Agreement, beginning with the 2009 reporting year and each year thereafter for the term of this Agreement, Company may submit a written statement which shall reflect all Gross Receipts, fuel flowage fees, automobile rentals, and any other revenues that Company is required to remit to County under the terms of this Agreement during the preceding 12 months of the Agreement. The written statement shall be certified by the President of Company that, in his or her opinion, the fees and charges paid by Company to County during the reporting year were made in accordance with the terms of this Agreement. Such written statement shall be in lieu of the certified statement and accounting by an independent certified public accountant as required herein and shall be submitted in a form acceptable to County. If it appears from the statement that Company has understated the fees and charges payable to County, the written statement shall be accompanied with a payment of the difference between the fees and charges paid and the fees and charges owed.

6.4 Books and Records

Books and records include the general ledger, revenue journals, leases, subleases, line tickets, fuel tank logs, customer invoices, vendor invoices, sales tax returns and other documents produced evidencing the financial transactions occurring at the Premises. In the event Company utilizes computerized accounting software to record its financial transactions, at County auditor's request Company shall provide the general ledger and other financial information in electronic format. Books and records will be retained by Company and be available for audit for at least three years after the end of the anniversary date of this Agreement each year.

6.5 Audit By County

County reserves the right to audit Company's books and records or receipts at any time for the purpose of verifying the gross hangar rental receipts and fees hereunder. If, as a result of such audit, it is established that Company has understated by three percent or more of the fees and charges payable to County, the entire expense of said audit shall be borne by Company. Any additional fees due shall be paid by Company to County and County reserves the right to charge Company interest thereon, from the date such fees or charges became due to the date of payment, at the maximum rate allowed by the State of Florida.

ARTICLE 7
PERFORMANCE BOND

7.1 Performance Bond

- A. Company shall provide County on or before the commencement date of this Agreement and maintain throughout the term of this Agreement a contract bond, irrevocable letter of credit, cashier's check or other similar security acceptable to County ("Contract Security") in an amount equal to \$50,000 or three months estimated rental, fees and charges, whichever is greater, payable by Company, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. Such Contract Security shall be in a form and with a company reasonably acceptable to County and licensed to do business in the State of Florida. In the event that any such Contract Security shall be for a period less than the full period required hereunder or if Contract Security shall be canceled, Company shall provide a renewal or replacement Contract Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation.

- B. In the event County is required to draw down or collect against Company's Contract Security for any reason, Company shall, within 10 business days after County's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (\$300,000 or three months estimated rentals, fees, and charges, whichever is greater) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to \$300,000 or three months' estimated rentals, fees, and charges, whichever is greater, payable by Company pursuant to this Article.

- C. If Company shall fail to obtain and/or keep in force such Contract Security required hereunder, for the full term herein, such failure shall be grounds for immediate cancellation of this Agreement pursuant to Article 12. County's rights under this Section 7.1 shall be in addition to all other rights and remedies provided to County under this Agreement.

7.2 Satisfactory Performance

Subject to the provisions of Section 7.1 above, the Contract Security will be returned within 30 days following the expiration of the Term or any renewal term thereof subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein throughout the

entire Term or any renewal thereof. In the event of a dispute as to the condition of the Premises, only the amount in dispute shall be retained for remedy.

ARTICLE 8

MAINTENANCE OBLIGATIONS OF COUNTY

- 8.1 County shall be obligated to provide preventative maintenance and repair to the following areas:
- A. All airfield (including runway, taxiways, aprons) and landside parking lot.
 - B. Existing sewer lift stations and waste piping from the lift station to the main and from the lift station to the Premises.
 - C. Storm drainage.

ARTICLE 9

MAINTENANCE OBLIGATIONS OF COMPANY

9.1 General Obligations

Except as described in Article 8, Company shall be obligated to provide the upkeep of the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practice, whether installed by County or Company, such maintenance shall be without cost to County. Company shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by County prior to application.

Company shall be responsible for the maintenance and repair of the interior of the premises as shown in Exhibit "B" which is attached to this Agreement.

9.2 Fuel Farm Facilities

Company shall pay for all costs of maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, State, and local regulations, statutes, codes, or ordinances of the fuel farm facilities. Company shall conduct its operations of said fuel farm facilities in such a manner as will meet all federal, state, or local requirements, and further will reduce to a minimum any spillage, overflowing or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of Company's operations. Company shall at all times maintain the fuel farm facilities free and clear of any offensive substances, refuse matter, scrap material or waste resulting from its use or work

performed thereon and Company shall strictly comply with safety and fire prevention ordinances of the governing jurisdiction, including any and all applicable safety regulations at the Airport that may be adopted by County.

Company shall train its employees annually on proper fuel dispensing procedures with an emphasis on safety, and shall document such training to include a synopsis of topics and names of those trained.

Company shall provide adequate fire extinguishers and shall establish a fuel dispensing operations manual for its employees and submit same to County for comment and approval. The manual shall include the following items:

- a) Types of fuel.
- b) Grounding techniques, positioning of aircraft, and safety tips.
- c) Procedures to follow for fuel spills.
- d) Location of all fire extinguishers and fuel shutoff push button stations.
- e) Call-out list.
- f) Spill prevention control and countermeasure (SPCC) plan.

9.3 Failure to Repair and Maintain

If Company fails to perform Company's maintenance responsibilities, County shall have the right, but not the obligation, to perform such maintenance responsibilities, provided County has first, in any situation not involving an emergency, by written notice to Company, delivered in accordance with Article 38, afforded Company a period within which to correct the failure of 30 days or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by County. All costs incurred by County in performing Company's maintenance responsibility, plus a 15% administrative charge, shall be paid by Company within 30 days of receipt of billing therefore. Failure of Company to pay for more than 30 days after receipt of County's notice of delinquency shall be deemed a condition of default.

County retains the right, after giving reasonable advance notice to Company, to enter upon the Premises to repair any utilities thereon that serve any areas. County shall endeavor to use commercially reasonable efforts to minimize interference or disruption to Company's operations.

ARTICLE 10

FUTURE IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.1 Written Approval

Company shall make no improvements or alterations whatsoever to the Premises without the prior written approval of County, which consent shall not be unreasonably withheld or delayed, provided, however, that improvements do not conflict with the current use and future development of the Airport and that such alterations or improvements shall commence only after plans and specifications thereof have been submitted to and approved in writing by County, and Company has obtained a County work permit. Within 30 days after receipt by County of Company's plans and specifications, County shall inform Company that the plans are either; approved, approved subject to certain stated conditions and changes, or not approved. County's failure to either approve or disapprove Company's plans and specifications within five business days after Company delivers written notice to County stating that County has not acted within the 30 day period described above will constitute County approval of Company's plans and specifications.

10.2 Conditions

If Company's request for approval to make improvements or alterations is granted, the following conditions shall apply:

- A. Company shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the State and County, applicable to the construction or installation of approved improvements or alterations.
- B. Company agrees that all construction shall conform to the general architectural requirements of County's Declaration of Development Standards, as most recently amended and adopted by County, from time to time, as well as the building code requirements of the applicable jurisdiction.
- C. Company agrees to hire only licensed contractors and subcontractors and to indemnify County in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors.
- D. Company covenants and agrees to accept and pay all costs necessary to complete approved alterations or improvements

- E. Company agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by Company of its personal property or signs.

ARTICLE 11
TITLE TO IMPROVEMENTS

All improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed upon the Premises, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving and the like placed upon the Premises, with or without consent of County, which, under the laws of the State of Florida, are part of the realty, shall be deemed to be the property of County and shall remain on the Premises unless otherwise agreed in writing. Title to all personal property, furnishings and trade fixtures shall be and remain with Company and shall be removed from the Premises upon termination or expiration of this Agreement as provided herein. Company will pay any costs associated with the restoration of the Premises due to such removal.

ARTICLE 12
DEFAULT AND TERMINATION RIGHTS

12.1 Events of Default

The following events shall be deemed events of default by Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between County and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of County's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation. (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary

petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

- F. Company's non-compliance with Florida Statute 287.133 — concerning Criminal Activity on Contracts with Public Entities.

12.2 County's Remedies

In the event of any of the foregoing events of default enumerated in Section 12.1, and following 30 days' notice by County and Company's failure to cure, County at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under Agreement and, in accordance with law, take possession of the Premises. County shall not be deemed to have thereby accepted a surrender of the Premises, and Company shall remain liable for all payments due, or other sums due under this Agreement and for all damages suffered by County because of Company's breach of any of the covenants of Agreement; or
- B. Treat Agreement as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached, and all sums paid or expenses incurred by County directly or indirectly in curing Company's default shall become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at the maximum rate allowed by the State of Florida.
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises whereupon all rights and interest of Company in the Premises shall end

No waiver by County at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of County to re-enter the Premises or to exercise any right, power, privilege or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by County shall be required to restore or revive time is of the essence hereof after waiver by County or default in one or more

instances. No option, right, power, remedy, or privilege of County shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to County by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by County shall not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

12.3 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company shall remain liable to County for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless County elects to cancel this Agreement, Company shall remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Company

12.4 Company's Remedies

Upon 30 days' written notice to County, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any rents or charges to County, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental County or court having jurisdiction over County, preventing Company from operating its business for a period of 90 consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company

ARTICLE 13

LIENS

The interest of County in the Premises shall not be subject to liens for improvements made by or for Company whether or not the same shall be made or done in accordance with an agreement between County and Company, and it is specifically understood and agreed that in no event shall County or the interest of County in the Premises be liable for or subjected to any construction, mechanics', materialman's, or laborer's liens for materials furnished improvements or work made by or for Company; and this Agreement specifically prohibits the subjecting of County's interest in the Premises to any construction, mechanics', materialman's, or laborer's liens for improvements made by Company or for which Company is responsible for payment under the terms of this Agreement. Company shall indemnify

and hold harmless for any expense or cost associated with any claim of lien that may be filed against the Premises or County, including attorney fees incurred by County.

ARTICLE 14

UTILITIES

14.1 Company's Responsibilities

During the term of this Agreement, Company shall have the right to receive water, sanitary sewer, electric, storm drainage, and telecommunication services at the Premises and agrees to pay the full cost and expense associated with the usage of all utilities related to its use of the Premises, including utility services to hangars. Should Company require utilities beyond what are currently provided at the Premises, Company agrees to pay the full cost and expense associated with the installation, metering, and usage of all utilities related to its use of the Premises and to comply with all provisions required by County for maintaining such services.

ARTICLE 15

TAXES AND FEES

Company shall pay all applicable sales, use, and assessment fees of any kind, against Company's Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from Company's occupancy or use of the Premises, whether levied against Company or County.

Company shall also pay any other taxes or assessments against the Premises or leasehold estate created herein. Company may reserve the right to contest such taxes and withhold payment of such taxes upon written notice to County of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of County. County agrees to immediately forward to Company any notices of such taxes and assessments. Company shall pay the taxes or assessments reflected in a notice Company receives from County within 30 days after Company's receipt of that notice or within the time period prescribed in tax bill. County will attempt to cause taxing County to send the applicable tax bills directly to Company and Company shall remit payment directly to the taxing County, in such instance.

ARTICLE 16
INDEMNIFICATION

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

This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Company of its liability or obligation to indemnify County as set forth in this Article.

ARTICLE 17
INSURANCE

17.1 Insurance Terms and Conditions

The Company shall purchase coverage provided by Property/Casualty Insurance Companies qualified to do business in the State of Florida whose rating by the A.M. Best Company is "A" or better. For Business Auto policies, the Company shall purchase coverage on forms no more restrictive than Business Auto policies filed by the Insurance Services Office. The County shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Lease. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits and coverage as outlined below must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

17.2 Required Coverages — Minimum Limits

Workers' Compensation/Employer's Liability: The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: State	"Statutory"
Part Two: Employer's Liability	\$1 million accident

Airport Liability: Coverage including bodily injury and property damage liability for premises, operations, products and completed operations, hangar keepers and independent contractors.

The coverage shall be written on occurrence type basis with minimum limits of \$2,000,000 combined single limit

Aircraft Liability: Coverage including bodily injury and property damage liability arising out of the operations of owned and non-owned aircraft. This coverage shall be written on an occurrence type basis with minimum limits of \$1,000,000 combined single limit for single engine aircraft.

Business Auto: Coverage including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. This coverage shall be written with minimum limits of \$5,000,000 combined single limit.

Environmental Impairment: Coverage including spillage, leakage, seeping or the like arising out of the fuel storage tank system (fuel farm), all of which may be sudden and accidental or over a long period of time. This coverage shall be written on a claim made type basis with minimum limits of \$5,000,000 combined single limit or as required by Federal or State Statute.

Umbrella Liability: Coverage shall not be more restrictive than the underlying insurance policy coverage. The coverage shall be written on an occurrence-type basis.

Company and the County understand and agree that the minimum limits and type of insurance herein required may become inadequate, and Company agrees that it will increase such coverage or limits of liability to commercially reasonable levels within ninety (90) days upon receipt of notice in writing from the Airports Director.

Property Insurance

Such insurance shall be no more restrictive than that provided by the latest editions of the Causes of Loss - Special Form (ISO Form CP 10 30) and Florida Changes (ISO Form CP 01 25) filed for use in the State of Florida by the Insurance Services Office. The policy or policies shall be endorsed to include County as an additional insured. This insurance shall cover any existing, or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on real property leased, rented or otherwise demised by County to Company under this Agreement. If Company is unable to produce a policy acceptable to the County, County may provide such coverage, with premium to be reimbursed by Company to County. The amount of coverage will be 100% of the replacement cost of such improvements excluding foundation and site work. The policy will not contain a deductible feature, which exceeds five percent (5%) of the replacement cost of such buildings. Company agrees to apply

any payment made as a result of any insurable loss to the repair or replacement of such improvements subject to the rights of any lender or mortgage. In the event that the insurance funds are greater than the amount required to repair or replace the improvements, with like kind and quality, the excess funds shall be retained by the Company subject to the rights of any lender or mortgage. Such funds shall be expended on such repair or replacement within a reasonable period of time which is deemed to be no more than fourteen (14) months. If such funds are not expended as required, such funds will be turned over to the County for the use and benefit of the Airports System.

Certificates of Insurance: Required insurance shall be documented by Certificates of Insurance which provide that the County shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The County shall be named on each certificate as an Additional Insured and this contract shall be listed. If required by the County, the Company shall furnish copies of the insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. If not acceptable to the County, certificate must be replaced with terms acceptable to the County. If not replaced in a timely manner, the Company shall, upon instructions of the County cease all operations under the contract until such time as directed in writing by the County to resume operations. The Certificate Holder address should read: Okaloosa County, Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536.

ARTICLE 18

DAMAGE OR DESTRUCTION OF PREMISES

18.1 Partial Damage

In the event all or a portion of the Premises is partially damaged by fire, explosion, the elements, a public enemy, act of God, or other casualty, but not rendered untenable, County will make the repairs immediately, at its own cost and expense.

18.2 Extensive Damage

In the event damages as referenced in Paragraph 18.1 shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within 120 days, County will make the repairs with due diligence, at its own cost and expense.

18.3 Complete Destruction

In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, act of God, or other casualty or are so damaged as to render the entire Premises untenable and the Premises cannot be repaired within 120 days', County shall be under no obligation to repair, replace, and reconstruct said Premises. In the event County elects not to repair, replace, and reconstruct said Premises, County will not be required to grant alternative Premises and this Agreement shall be terminated on 30 days' notice to Company.

18.4 Destruction as a Result of Company's Negligence

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the negligent act or omission of Company, Company's rents and fees shall not abate and Company shall be responsible for all repair costs.

18.5 Limits of County's Obligations Defined

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies shall be the responsibility of and paid for by Company and any such redecoration and refurbishing or re-equipping shall be of equivalent quality to that originally installed hereunder. County shall not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of cause of damage.

18.6 Waiver of Subrogation

To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained under this Agreement, County and Company each waive any right to recover against the other on account of any and all claims County or Company may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

ARTICLE 19

ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

19.1 General Conditions: Environmental

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of Company, Company hereby expressly covenants, warrants and represents to County, in connection with Company's operations at the Airport the following:

- A. Company is knowledgeable of all applicable federal, State, and local environmental laws, ordinances, rules, regulations and orders, that apply to Company's operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and Company agrees to keep informed of any such future changes.
- B. Company agrees to comply with all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's operations. Company agrees to hold harmless and indemnify County for any violation by Company of such applicable federal, State, and local environmental laws, ordinances, rules regulations and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or County by reason of Company's violation or non-compliance.
- C. Company agrees to cooperate with any investigation, audit or inquiry by County or any governmental agency, regarding possible violation of any environmental law or regulation upon the airport premises.
- D. Company agrees that all remedies of County as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in Section 18.1-B shall be provided to County within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance that Company fails to rectify within the cure period established in Section 12.1- B shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.
- F. In entering this Agreement, County expressly relies on the covenants, representations, and warranties of Company as stated herein.

19.2 Prior Contamination

Nothing in this Article shall be construed to make Company liable in any way for any contamination or release of Hazardous Substances (as defined below) affecting the Premises that occurs prior to the entry upon or occupancy of the Premises by Company or that occurs as a result of the actions of County or any of its employees, agents, or contractors. Company will be given copies of reports documenting the location of contamination that occurred prior to the entry upon or occupancy of the Premises by Company.

19.3 Offsite Contamination

Nothing in this Article shall be construed to make Company liable in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable to Company's activities at the Premises.

19.4 Environmental Inspection at End of Agreement Term

- A. At least 30 days, but no more than 90 days, before the expiration of the Term, or renewal thereof, as provided in Article 4 herein, Company, shall conduct an environmental inspection/examination. If warranted by the findings of the inspection or if requested by County, a compliance audit or site assessment shall be performed within the aforementioned time period. The cost for professional consulting/engineering services required for such audit or assessment shall be at the expense of Company. Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. If the existence of Hazardous Substances or hazardous waste are detected, Company shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State, and local law to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. If County is unable to lease the Premises during the period of a cleanup, referred to in 19.4A above, due to the environmental condition of the Premises, in addition to any other damages for which Company may be liable, Company shall be responsible for payment of lost Rental Payment or lost use to County.
- C. The firm conducting cleanup work must be approved by County, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to County.

19.5 General Conditions — Fuel Farm Facilities and Fuel Tender Operations

At Company's expense. Company shall at all time comply with all applicable laws, rules, and regulations pertaining to fuel tenders, petroleum storage tanks, and piping system operation, inspection and compliance monitoring programs, release detection procedures, maintenance and preventative maintenance programs including all fees, fines, and penalties in connection therewith. County shall register each tank as required by law and provide Company with a copy of the registration certificate.

Company shall train its employees and employees of fuel suppliers on proper fuel dispensing procedures with an emphasis on safety as well as spill prevention and response. All fuel deliveries to fuel farm facilities and aircraft shall be attended by a Company employee. Company shall comply with all requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations (CFR) part 112 (40 CFR part 112). As a result, Company shall prepare and implement a Spill Prevention Control and Countermeasure (SPCC) plan. Notification and response related to the spill or release of petroleum products shall be in compliance with the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapter 62-761, Florida Administrative Code. In addition, Company shall follow County's Spill Response and Notification Guidelines.

Company shall provide adequate fire extinguishers and shall establish a Fuel Dispensing Operations manual for its employees and submit same to County for comment and approval. The manual shall include the following items:

- a) Types of fuel.
- b) Grounding techniques, positioning of aircraft, and safety tips
- c) Procedures to follow for fuel spills.
- d) Location of all fire extinguishers and fuel shutoff push button stations.
- e) Call-out list.
- f) Spill prevention control and countermeasure (SPCC) plan.

All costs and expenses set forth in this section are in addition to the rentals and fees to be paid for the use and occupancy of the Premises.

Company understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table caused by the operation of the fuel farm during the Term of this Agreement and any extension thereto, and that it shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law.

19.6 General Conditions: Stormwater

- A. Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that certain properties within the Airport, or on County owned land, are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.
- B. Company will be required to submit a separate Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. County and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by Company by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).
- C. County will provide Company with written notice of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to County. Company may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan (SWPPP) or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, Company shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises and Company agrees that it will hold harmless and indemnify County for any violations or non-compliance with any such permit requirements

19.7 General Conditions: Solid and Hazardous Waste

- A. If Company is deemed to be a generator of hazardous waste, as defined by federal, State or local law, Company shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, 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. Company agrees to provide County within ten days after 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 Company's use of the Premises.

19.8 Hazardous Substances

The term "Hazardous Substance" means any substance:

- A. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- B. That is or becomes defined as a "hazardous waste", hazardous material", "hazardous substance", "pollutant" 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
- C. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental County agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- D. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or
- E. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or

- F. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- G. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company and its subcontractors shall at all times comply with applicable federal, State, and local laws and regulations, Airport rules, regulations, policies, procedures, Airport Security Program (ASP) and operating directives as are now or may hereinafter be prescribed by County all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, or County including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, shall comply with security measures required of Company or County by the Federal Aviation Administration (FAA), or as may be required by the Transportation Security Administration (TSA) respective to Company's Premises. If Company, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against County, then, in addition to any other remedies available to County, Company shall be responsible and shall reimburse County in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 10 days of written notice.

ARTICLE 21

GOVERNMENTAL INCLUSIONS

The Premises and the Airport are subject to the terms of those certain Sponsor's Assurances made to guarantee the public use of the Airport as incidental to grant agreements between County and the United States of America as amended; and, County represents that none of the Provisions of this Agreement violates any of the provisions of the Sponsor's Assurance Agreement.

ARTICLE 22
NON-EXCLUSIVE

This Agreement shall not be construed to grant or authorize the granting of an exclusive right within the meaning of 49USC 40103(e) or 49USC 47107 (a) as may be amended from time to time, and related regulations.

ARTICLE 23
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that County reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 24
RIGHT OF FLIGHT

County reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by County, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and County's height zoning. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 25
RIGHT OF ENTRY

County shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring Company's compliance with the terms of this Agreement. County shall have the right to enter any building or structure on the Premises at any time in the event of an emergency the determination of an emergency being at the sole discretion of County

ARTICLE 26
PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which County acquired the land or improvements thereon, of which said Premises are a part. Company understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future Agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 27
SUBORDINATION OF TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by County to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement, made by County, authorizing the issuance of bonds by County. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 28
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of 90 consecutive days, then this Agreement shall hereupon terminate and County shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Company's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 29
NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, inter alia, that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any activities covered by such regulations. Company, if required by such regulations, will provide assurances to County

that Company will undertake an affirmative action program and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a 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 Airport 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 be otherwise subjected to discrimination; and (3) that Company shall fully comply with the requirements of 49 C.F.R. Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), amended from time to time.

ARTICLE 30
AMERICANS WITH DISABILITIES ACT

Company shall comply with the applicable requirements of "The Americans with Disabilities Act" and the State of Florida Accessibility Requirements Manual, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with County, concerning the same subject matter.

ARTICLE 31
SIGNS

31.1 Written Approval

Except with the prior written approval of County, Company shall not erect, maintain, or display any signs or any advertising at or on the Premises.

31.2 Removal

Upon the expiration or termination of Agreement, Company shall remove, obliterate or paint out, as County may direct, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same conditions as existed at the commencement of the Term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises, County may perform the necessary work, at the cost of Company.

ARTICLE 32
ENJOYMENT

County represents and warrants that Company shall peaceably have, hold, and enjoy the Premises during the Term without hindrance or molestation from County, subject however, to all the terms and provisions hereof and covenants, easements, and other encumbrances now affecting the Premises

ARTICLE 33
ASSIGNMENT AND SUBLETTING

The operations of Company hereunder are in the performance of functions, which are in the public interest and in furtherance of general aviation activities at the Airport. County is entrusted with the duty and obligation of providing the public with the highest level of general aviation services and facilities, and it is, therefore, necessary that Company's operations hereunder be subject to continuing scrutiny by County, and further that Company operate in a businesslike fashion, efficiently and with courtesy to the public. For these reasons the following shall apply:

- A. County shall retain total control and sole discretion over any assignment or subletting of the functions to be performed by Company hereunder, and such assignment or subletting must have prior written approval of County.
- B. Company may not sell, assign, or transfer this license or any portion thereof, except as provided herein. County must approve in writing the managing officers and the chief executive officers of Company and no capital stock of Company can be assigned, sold, or in any way transferred to any person or persons, firm or corporation, without the prior written consent and approval of County, which consent shall not be unreasonably withheld.
- C. County shall have the right to review and approve in advance, the financial capacity of the proposed assignee as well as the manager proposed to run the day-to-day operations of the facility for Company.
- D. In no event shall any approved assignment diminish County's rights to enforce any and all provisions of this Agreement.
- E. Company may sublease part of Company's Premises thereon but County must first approve such sublease. Such subleases, if approved, may only be for aviation business in connection with aviation uses being conducted on the Premises. Company may not sublease its responsibility to conduct a FBO except as may otherwise be provided herein.

ARTICLE 34
SURRENDER OF PREMISES

Company shall surrender up and deliver the Premises to County upon the conclusion of the Term in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company shall forthwith remove all of its Personal Property from the Premises at the conclusion of the Term. Failure on the part of Company to remove its Personal Property within ten (10) days after the date of termination shall constitute a gratuitous transfer of title thereof to County for whatever disposition is deemed to be in the best interest of County. Any costs incurred by County in the disposition of such Personal Property shall be borne by Company. All Fixed Personal Property placed on Premises by Company shall, at County's option become the property of County at the expiration or termination of this Agreement and shall be left in place

ARTICLE 35
WAIVER OF CLAIM

Company hereby waives any claim against County, and its officers, board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 36
APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Okaloosa County, Florida.

ARTICLE 37
ATTORNEY'S FEES

In the event legal action is required by County to enforce this Agreement, County shall be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

ARTICLE 38
NOTICES AND COMMUNICATIONS

All notices or communications whether to County or to Company pursuant hereto shall be deemed validly given, served or delivered, upon receipt by the party and addressed as follows:

TO County:
(MAIL DELIVERY)
OKALOOSA REGIONAL AIRPORT
Attn: Airports Director
1701 State Road 85 North
Eglin AFB, FL 32542

TO Company:

Or
(HAND DELIVERY)
SAME AS ABOVE
CC: Okaloosa County Purchasing Department

SAME AS ABOVE

602-C North Pearl Street

Crestview, FL 32536

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the Notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 39
HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 40
RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement shall be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 41
AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement and the service shall be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company at the address set out hereinafter in this Agreement and that such service shall constitute valid service upon Company as of the date of mailing and Company shall have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 42
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 43
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto.

ARTICLE 44
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and hereby incorporated by reference. In the event of an inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and Conditions as contained in this Agreement.
2. RFP: To Operate/Manage a Fixed Base Operation and Fuel Farm and Provide General Aviation Fixed Base Operation Services at Bob Sikes Airport.
3. Company' proposal response to RFP: To Operate/Manage Fixed Base Operation and Fuel Farm and Provide General Aviation Fixed Base Operation Services at Bob Sikes Airport.

ARTICLE 45
MISCELLANEOUS

Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals

on this 4th day of September 2008

OKALOOSA COUNTY

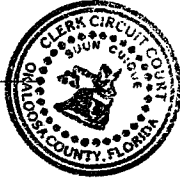
(Affix Corporate Seal)

By: James Campbell
James Campbell, Chairman

Address: 101 E. James Lee Blvd.
Crestview FL 32436

Gary J. Stanford
Gary J. Stanford, Deputy Clerk

Address: 302 N. Wilson Street
Crestview, FL 32536



Signed in the presence of:

Witness

Print Name

Witness

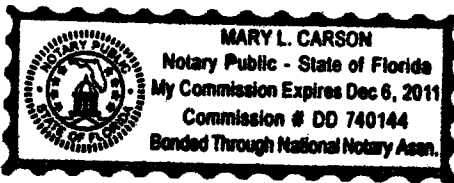
Print Name

John Dowd
LEGAL FORM APPROVED.
By: _____
John Dowd, County Attorney

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 4 day of September 2008 by James Campbell in the capacity of Chairman of the Board of Directors, OKALOOSA COUNTY, a public body corporate under the laws of the State of Florida, on its behalf He is personally known to me and he did not take an oath.

(Stamp or seal of Notary)



Mary L. Carson
Signature of Notary
Maryl L. Carson
Type or print name of Notary
Dec 6, 2011
Date of Commission Expiration
(if not on stamp or seal)

AERO FX INC
DBA EMERALD COAST AVIATION

Signed in the presence of:

By: SR [Signature]

[Signature]
Witness
Delia A Dangel
Print Name

Title: PRESIDENT

Print Name

JONATHAN DUM

Print Address

10731 US HIGHWAY 90 WEST
DEERIAK SPRINGS
FL 32433

[Signature]
Witness
J. Obsia Hawks
Print Name

STATE OF FLORIDA
COUNTY OF OKALOOSA

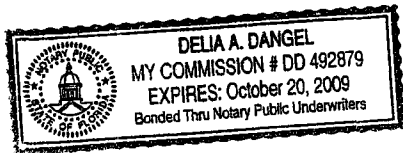
The foregoing instrument was acknowledge before me this 2nd day of September
2008, by Jonathan Dum in the capacity of President
(Individual's Name) (Individual's Title)

at Aero Fx Inc a corporation, on its behalf. He
(He is / She is) (Personally / Not personally)

known to me and has produced [Signature]
(Form of identification)

(Stamp or seal of Notary)

[Signature]
Signature of Notary



Type or Print name of Notary

Date of Commission Expiration (if not on stamp or seal)

Exhibit "A"

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

**MINIMUM STANDARDS
FOR
FULL-SERVICE FIXED BASE OPERATIONS
AND SPECIALTY SERVICE OPERATIONS**

**BOB SIKES AIRPORT
DESTIN/FT. WALTON BEACH AIRPORT**

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

MINIMUM STANDARDS
FOR
FULL-SERVICE FIXED BASE OPERATIONS
AND SPECIALITY SERVICE OPERATIONS

BOB SIKES AIRPORT - DESTIN/FT. WALTON BEACH AIRPORT

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MINIMUM STANDARDS
FOR
FULL-SERVICE FIXED BASE OPERATIONS
AND SPECIALITY SERVICE OPERATIONS

BOB SIKES AIRPORT - DESTIN/FT. WALTON BEACH AIRPORT

SECTION 1. GENERAL PROVISIONS:

a. A full-service Fixed Base Operator (hereinafter referred to as "FBO") shall, at its sole expense, provide and maintain all equipment, facilities, and aircraft necessary to provide the required services and level of performance in a clean and safe condition at all times. In addition, all personnel of the FBO shall conduct themselves in a courteous and businesslike manner at all times. Personnel who have public/customer contact (excluding pilots and office personnel) shall be clothed in attractive uniforms with appropriate insignia and nameplate so they may be readily identified by customers. AIRPORT personnel will conduct inspections and evaluations, at least on a weekly basis, to ensure conformity with these standards. The AIRPORT personnel will also survey customers and users periodically to determine the overall quality of service being rendered by the FBO.

The FBO shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the AIRPORT. It shall maintain and operate its business in a first-class manner and shall at all times keep the premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and satisfactory to the BOARD.

The FBO shall be properly staffed to provide services during minimum normal operating hours between 7:00 A.M. and 10:00 P.M., seven (7) days a week, and other hours when necessitated by business or emergency conditions.

b. Specialty Service Operators will be properly staffed to provide services during minimum normal operating hours between 8:00 A.M. and 5:00 P.M., five (5) days a week.

c. The FBO shall select and appoint a full-time manager of its operation herein authorized. Such manager shall be highly qualified and experienced, and vested with full power and authority to act in the name of the operator in respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the AIRPORT during regular business hours, and during the manager's absence, a duly authorized subordinate shall be in charge and available at the AIRPORT.

The FBO shall provide, at its sole expense, a sufficient number of employees to effectively and efficiently provide the services herein authorized. All operators shall control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained by the operator and shall possess any technical qualifications and hold certificates of qualification as may be required for such employee to carry out assigned

duties. It shall be the responsibility of the operator to maintain close supervision over its employees to assure a high standard of service to customers of the operator. Upon reasonable objection from the BOARD concerning the conduct, demeanor, or appearance of any employee, the operator shall forthwith take all steps necessary to remove the cause of the objection.

d. All operators shall comply with all applicable local, state, and federal environmental statutes and regulations, including but not limited to, requirements for aboveground storage tanks and piping, for the disposal of waste oil and other potentially hazardous substances, and for the refueling of aircraft and vehicles.

SECTION 2. FACILITIES:

The FBO shall lease a minimum of One Hundred Thousand (100,000) square feet to provide space for all buildings, aircraft parking, paved ramp area, and employee and customer parking.

a. The FBO shall provide a minimum of one thousand (1,000) square feet of properly lighted, heated and air conditioned building space on airport property for office, restrooms, and public use area.

b. The FBO shall provide a minimum of ten thousand (10,000) square feet of clear-span hangar of adequate dimensions to accommodate storage, maintenance, and repair of aircraft normally frequenting the AIRPORT.

c. The FBO shall provide a minimum of seventy-five thousand (75,000) square feet of paved area for the parking, tie-down, and maneuvering of aircraft.

d. The FBO shall have a minimum paved area sufficient to park and maneuver a minimum of twenty (20) automobiles for employee and patron parking.

e. No building, structure, tie-downs, ramps, paving, taxi areas, or other improvements or additions to the AIRPORT shall be altered, removed, placed, or constructed on the AIRPORT without the prior approval of the BOARD or its authorized representative. In the event of any construction, the BOARD may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition. The BOARD reserves the right to review any proposals for construction on the AIRPORT, particularly in regard to conformity with the existing Airport Layout Plan. Any proposal for construction on the AIRPORT shall be aesthetically compatible with existing buildings on the AIRPORT.

Off-airport facilities with access with access to the airfield ("through-the-fence" operations) are strictly prohibited.

SECTION 3. HANGARING, PARKING, AND TIE-DOWN:

The FBO shall provide, as a minimum, main hangar parking for at least four (4) twin-engine, based aircraft of 12,500 pounds or less, and apron parking for a minimum of twenty (20) based or itinerant aircraft.

SECTION 4. LINE SERVICE:

The FBO shall, during normal business hours, provide line service as follows:

- a. Ramp parking and tie-down assistance, including ramp personnel and vehicles as appropriate;
- b. Tie-down ropes, chains, and anchors;
- c. Aircraft towing services utilizing motor driven drawbar vehicles capable of moving single and multi-engine aircraft weighing up to 12,500 pounds;
- d. Mobile electrical ground power assistance with a minimum 14/28 volt, 1,600 ampere surge capacity;
- e. Cabin cleaning including on-board toilet, and catering services.

SECTION 5. MAINTENANCE AND REPAIR SERVICES:

The FBO shall provide service and repair of aircraft airframes and powerplants. The FBO must hold all applicable certificates/ratings and must offer these services for small aircraft of 12,500 pounds and under. The FBO must also meet all requirements as specified under FAR Parts 43, 65, and 145 for the operation of a certified repair station, not less than airframe Class 3 rating. The FBO is allowed, but not required, to provide repair, sales, and service of aircraft avionics, radios, instruments and other limited class ratings for propellers, accessories, and powerplants. If the FBO chooses to provide avionics, radio, instrument, propeller, accessory, or powerplant repair service, the service personnel must hold all applicable certificates and ratings required under FAR Part 145.

SECTION 6. MISCELLANEOUS CUSTOMER SERVICES:

The FBO shall provide a facility and trained employees who are capable of providing the following:

- a. UNICOM equipment to facilitate airborne customer requests;
- b. A discreet flight planning area properly equipped with appropriate wall charts, AIM, NOTAM's board, and a local-access telephone to contact the Flight Services Station.

- c. Flight planning aids and miscellaneous small flight aid and comfort accessories;
- d. Conveniently located pay telephones;
- e. A convenient, comfortably furnished, public waiting area with adjoining restroom facilities;
- f. A discrete vending area within the FBO premises with the availability of both hot and cold beverages and prepackaged snacks;
- g. Aviation grade inflight oxygen refills upon 24-hour notice;
- h. Acceptance of one or more national bank and one or more oil company credit cards for fueling, line, and related services.

SECTION 7. AIRCRAFT CHARTER AND TAXI SERVICE:

The FBO shall provide aircraft charter and taxi service and must occupy a minimum of 200 square feet of properly lighted, heated and air conditioned space on the AIRPORT for office and public use areas with such minimum space to be in addition to the minimum space requirements as identified in Section 2a of these Minimum Standards. The FBO must hold a valid FAA Commercial Air Taxi Operator's Certificate under Part 135 and be registered with the Civil Aeronautics Board, or replacement agency, under the Economic Regulations of Part 298 with ratings appropriate to, and licensing for, the functions to be accomplished. The FBO shall provide an adequate number of aircraft meeting all requirements of the certificates held. At least one (1) aircraft shall be multi-engine and completely equipped for flight under instrument conditions. Aircraft shall be owned by, or leased to, the FBO by agreement in writing, and shall meet all applicable requirements of Part 135 of the Federal Aviation Administration (FAA) regulations. The FBO shall provide an FAA-certified commercial pilot with instrument rating for each aircraft and who is authorized to conduct charter and air taxi operations.

SECTION 8. FLIGHT INSTRUCTION:

The FBO shall provide flight instruction and must occupy a minimum of 400 square feet of properly lighted, heated and air conditioned space on the AIRPORT for use as office, classroom, and briefings with such minimum space in addition to the minimum space requirements as identified in Section 2a of these Minimum Standards. The FBO shall employ at least one (1) full-time pilot who is properly certified by the FAA as a flight instructor with appropriate instrument ratings to cover instruction for both primary and complex flight instruction for multi-engine and single engine aircraft as certified by FAR Part 141. The FBO shall own or have under written lease at least two (2) properly certified aircraft equipped for flight instruction, with at least one of those aircraft fully equipped for instrument flight instruction.

SECTION 9. ASSISTANCE TO DISABLED AIRCRAFT:

The FBO shall, on thirty (30) minutes notice during normal business hours, and two (2) hours notice after normal business hours, provide equipment and trained personnel to remove disabled aircraft with a gross weight of 12,500 pounds or less from the Air Operations Area (AOA), and shall be required to perform such service on request of, and with acceptable release from, the owner or operator of the disabled aircraft, or the Airports Director or his or her designee.

SECTION 10. FUEL AND LUBRICANTS:

The FBO may provide aviation fuels, including Jet A and 100LL octane aviation gasoline, in sufficient quantities to meet the needs of the based and itinerant general aviation customers at the AIRPORT if the FBO is currently and continually providing services as set forth in Sections 2 through 9 of these Minimum Standards. The FBO must be in full compliance with such services and certified in compliance by the Airports Director prior to the FBO being granted permission to provide aviation fuels under this Section 10. In the event the FBO does not currently provide such services as identified in Sections 2 through 9 and/or fails to continually provide such services, in that event, the FBO will not be granted permission or permission will be withdrawn to provide aviation fuels at the AIRPORT. The Airports Director will periodically conduct inspections of the leased premises to certify the FBO is in compliance with all applicable sections of these Minimum Standards.

The FBO Shall provide, as a minimum, one (1) mobile tender (fuel truck) for Jet A fuel with a capacity of at least 2,000 gallons and one (1) mobile tender (fuel truck) of at least 1,000 gallon capacity of 100LL octane aviation gasoline.

The following general rules shall govern the refueling, defueling, oil services and sumping of aircraft, and the place of fuels in storage tanks or dispensers:

a. No aircraft shall be refueled, defueled, or oil-serviced while aircraft engines are running or being warmed by application of heat, and/or while such aircraft is in a hangar. Aircraft shall be refueled on hard surface areas only and only in areas approved by the Airports Director.

b. No person shall smoke or permit any open flame on the airfield within the perimeter fence, within 100 feet of an aircraft undergoing fuel servicing, or within 50 feet of any hangar.

c. Prior to the fuel servicing of any aircraft, it and the fuel dispensing equipment shall be grounded to a point or points of zero electrical potential in order to prevent the possibility of static ignition of volatile liquids.

d. All equipment used to store or deliver fuel to aircraft or vehicles shall be inspected by a qualified representative of the County's Environmental Services Department on a semi-annual basis. Environmental officers are authorized to require and enforce the immediate cessation of fuel service operations under conditions which they deem jeopardizes public safety. All other situations which violate any provisions contained herein shall be cured by the FBO in a timely manner as determined by the Airports Director.

e. Fueling, pumps, meters, hoses, nozzles, fire extinguishers, and grounding devices shall be UL - approved where applicable and will be kept in first class condition at all times.

f. Fuel pumps shall be powered and the flow shall be controlled by a deadman flow control in the nozzle. Nozzles shall have a cable with a plug or clip for bonding to the aircraft. Pouring or gravity flow shall not be permitted.

g. Fuel systems shall have a means for quickly and completely stopping fuel flow in the event of an emergency. Fuel dispensing containers shall have a valve mechanism such that water or other contaminants can be drained from the lowest portion of the tank. An in-line filtration system utilizing a 5-micron or less fuel filter element shall be included in the dispensing system.

h. When a malfunction of the refueling equipment is detected, all refueling operations shall cease immediately and the malfunctions or irregularities detected on or within the aircraft being serviced will be brought to the attention of the aircraft owner or the FBO immediately.

i. Crews engaged in the fueling and defueling of aircraft shall exercise extreme caution to prevent spills. When a spill occurs, servicing will cease, the County's Environmental Services Department will be notified immediately, and spills will be removed or absorbed with suitable material dependent upon the nature of the spill, and approval by the Airports Director, and in conformance with all local, state, and federal rules.

j. During fuel handling operations in connection with any aircraft, no less than two (2) CO₂ or approved dry chemical fire extinguishers of ten pounds or larger shall be immediately available for use in connection therewith.

k. No person shall perform or allow performance of any refueling activity when lightning is observed in the immediate vicinity of the AIRPORT or during an electrical storm.

l. No person shall use any material or equipment during fueling and defueling operations which is likely to cause a spark or ignition.

m. No person shall start the engine of an aircraft when there is a flammable substance on the ground under or around the aircraft.

n. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids. Furthermore, funnels shall be metal and have a capacity of not less than two (2) gallons to reduce the risk of spillage.

o. No aircraft shall be fueled or defueled while passengers are on board the aircraft.

p. No airborne radar equipment shall be operated or ground tested on any area wherein the directional beam of high intensity radar is within 300 feet, or low intensity radar (less than 50KW output) is within 100 feet of another operation or aircraft refueling truck.

q. During fueling and defueling, fuel handling devices and vehicles shall be placed so as to be readily removed in the event of fire so as to permit direct driving away from the loading or fueling position. Not more than one refueling truck shall be positioned to serve the same aircraft.

r. Fuel shall not be transferred from a vehicle fuel system to an aircraft fuel tank or intermediary tank for the purpose of fueling aircraft.

s. Storage of fuel shall be in compliance with all applicable federal, state, local and EPA requirements.

SECTION 11. SPECIAL AERONAUTICAL ACTIVITIES AND SERVICES:

The following categories of services may be as an optional service offered by a full-service FBO, or as an approved Specialty Service Operator:

a. AVIONICS INSTRUMENT SALES, SERVICES AND REPAIRS - The operator engaged in aircraft avionics must occupy a minimum of 300 square feet of properly lighted, heated and air conditioned space on the AIRPORT for office, shop, and other needs. The operator shall have available to it at all times, by ownership, lease, or contract, hangar space to accommodate customer requirements. The operator must provide aircraft avionics, radio, and instrument repair service and shall hold all applicable certificates and ratings required under FAR Parts 145 and 65 and may, in addition, engage in aircraft radio and instrument sales.

b. AIRCRAFT RENTAL - The operator engaged in the rental of aircraft at the AIRPORT must occupy a minimum of 200 square feet of properly lighted, heated and air conditioned space on the AIRPORT for office and public use areas. The operator shall own or have under a written lease, and have available to rent to persons with a current

pilot certificate, at least one (1) two-place, fixed-gear aircraft, and one (1) four-place, retractable-gear aircraft equipped for night and instrument flight. Aircraft must meet all federal and state regulations including, but not limited to, those promulgated by the Federal Aviation Administration.

c. AIRCRAFT SALES - The operator engaged in the selling of new or used aircraft at the AIRPORT must occupy at least 200 square feet of properly lighted, heated and air conditioned space on airport property for office and public use areas. The operator must have under a lease a minimum amount of paved area or hangar space to accommodate the projected inventory of aircraft.

The operator shall have one full-time authorized agent to transact sales who maintains a current commercial pilot certificate with an instrument rating and is rated for the types of aircraft to be demonstrated. It will be at the discretion of the operator whether or not to be an authorized factory dealer, or what manufacturers he or she chooses to represent. A dealer of new aircraft shall have available or on call at least one current model demonstrator and shall provide for demonstrations of additional models of the manufacturer for which a dealership is held, if any. A dealer shall provide an adequate supply of parts and servicing facilities to customers during aircraft and parts warranty periods.

d. OTHER SERVICES - The operator who has been approved by the BOARD to offer the following services at the AIRPORT shall occupy an appropriate amount of office, vehicle and aircraft parking, maintenance, storage and apron space:

1. Aircraft exterior painting;
2. Aircraft interior modification including, but not limited to, custom seating and finishing;
3. Contract major airframe repair and/or rebuilding;
4. Whole or part aircraft type modifications under the auspices of a Supplemental Type Certificate;
5. Turbine engine hot section repair;
6. Propeller overhaul and repair;
7. Engine/flight instrument overhaul and repair;
8. Accessory overhaul and repair;
9. Avionics repair and installation with specialization in complex equipment such as pulse-radar and HIS systems;

10. Specialized aircraft sales of a single or limited type and/or manufacturer such as for a multi-engine turbine;

11. Contract reciprocating engine overhaul and rebuilding;

12. Specialized aircraft charter services;

13. Agricultural application;

14. Fire fighting;

15. Power line or pipeline patrol;

16. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Each repair service offered above shall be under an appropriate FAA-certified Repair Station license of either a class or limited rating as defined in FAR 145. All general and enforcement provisions of a full-service FBO shall apply to Specialty Service Operators.

SECTION 12. SPECIALIZED OPERATIONS AND OTHER AERONAUTICAL FUNCTIONS:

The requirements specified in this section, 12a through 12g, shall be applicable to any operator desiring to engage in specialized commercial aeronautical activities including, but not limited to, aerial photography, sightseeing, accessory overhaul, and prop shops.

a. Facilities - Said operators shall lease or construct the following facilities: Specialty shops and specialized commercial aeronautical activities are encouraged to be tenants of existing operators. However, special requirements will be reviewed by the Airports Director on an individual basis.

b. Pilots - Said operators shall provide a sufficient number of commercial pilots who are certificated by the FAA and are appropriately rated to conduct the specialized flight services offered.

c. Aircraft - Said operators shall provide a sufficient number of properly certificated aircraft owned by, or leased under a written agreement to, the operator to meet the public demand.

d. Hours of Operation - Said operators shall maintain sufficient hours of operations to meet the public demand.

e. Insurance - Said operators shall provide adequate comprehensive general liability insurance combined single limit coverage to protect the operator and the COUNTY from legal liabilities involved.

f. Other Services - Said operators may provide any of the other services contained in this Section 12 of these Minimum Standards. In providing any such services, said operators shall meet the standards for such services, the standards of which are contained in this Section 12.

g. Optional, Incidental Services - Said operators may provide any other services the operator deems incidental to its operation. However, no non-aeronautical activities may be performed that are presently being performed on a limited contractual basis by persons having valid contracts with the COUNTY to perform such services on the AIRPORT.

SECTION 13. SELF-FUELING BY PRIVATE OWNERS:

Self-fueling by private owners of aircraft using automotive gasoline (MoGas) will be permitted by the BOARD, provided that owners adhere to provisions in Sections 10a through 10s of these Minimum Standards as well as those further defined herein.

a. MoGas must meet ASTM D-439-58 standards at the time of delivery into the aircraft. MoGas may be substituted for AvGas in only those aircraft for which an individual Supplemental Type Certificate (STC) has been approved by the Federal Aviation Administration. A copy of the individually held STC must be on file with the BOARD.

b. All MoGas self-fueling operations will be governed by a permit issued by the Airports Director for a fee of \$500.00 and shall be valid for a period of one (1) year. A permit must be issued for each aircraft subject to self-fueling operations.

c. All private users shall also pay a fuel flowage fee as determined by the BOARD. A fuel flowage report, invoice, or receipt with the appropriate remittance shall be provided to the Airports Director by the tenth (10th) day of each month for fuel dispensed on the AIRPORT. Fees may be adjusted from time-to-time as deemed necessary by the BOARD.

d. Private users shall be responsible for the payment of the appropriate Federal Excise Tax on aviation gasoline and for all reports required by the Internal Revenue Service and shall comply with all applicable federal statutes and all regulations, including but not limited to, those promulgated by the Federal Aviation Administration.

e. All private users shall obtain and keep in effect during the term of their permit and/or operations, an insurance policy which provides coverage for general liability to include premises and property damage, of at least one million (\$1,000,000) dollars combined single limits, and said policy shall name the Okaloosa County Board of

Commissioners as an additional insured. The user shall also furnish the Airports Director with a certificate from the user's insurance carrier executed on an approved form showing such insurance to be in full force and effect.

f. Private users who do not have written permission from an FBO which allows the user to refuel on the FBO's leased premises shall coordinate with, and receive written permission from, the Airports Director for the location of, and access routes to, an alternative fueling location.

g. The Chapter 108, Hangarmates of Experimental Aircraft Association currently operating under lease agreement with the BOARD at the Bob Sikes Airport are heretofore considered exempt from the standards for self-fueling by private owners as set forth above.

SECTION 14. MINIMUM REQUIREMENT - FLYING CLUBS:

Regulations

Prior to commencement of aeronautical activities, each club must obtain approval from the BOARD and secure a lease and operating agreement for proposed activities. Prior to, and during the term of the lease and operating agreement, each club, at the request of the BOARD will submit sufficient documentation to establish ownership, financial status, and technical ability, in addition to adhering to the following regulations:

- a. Each club must be registered as a non-profit corporation or partnership.
- b. Each member must be a bona fide owner of the aircraft or stockholder in the corporation.
- c. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.
- d. The club will file and keep current with the Airports Director a complete list of the club's membership and investment share held by each member.
- e. The club's aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.
- f. Student instruction can be given in club aircraft to club members provided such instruction is given by a Lessee based at the AIRPORT who provides flight instruction, or by an instructor who shall not receive remuneration in any manner for such service.
- g. Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certificated mechanic. All other maintenance must be

provided by a lessee based at the AIRPORT who provides such service, or by a properly certificated mechanic who shall not receive remuneration in any manner for such service.

SECTION 15. NEW APPLICATIONS:

Any corporation, partnership, or individual desiring to receive permission to operate as a full-service FBO, a Specialty Service operator, or any other business or aeronautical activity on the AIRPORT shall first make application to the BOARD's Airports Director. The application shall be in sufficient detail to discern the completed qualifications of the applicant to perform the desired service and shall include the following:

a. A written letter detailing the nature of the proposed activity as well as the following:

1. The name, address, and telephone number of the applicant;
2. A detailed description of the proposed operation, to include the date of commencement;
3. The professional qualifications of the personnel who will manage and/or operate the proposed service;
4. Descriptions and cost estimates of any proposed capital improvements on the proposed site.
5. Pro forma operating statement for first year's activity.

b. A current financial statement prepared or certified by, a certified public accountant, if available, and if not, a current financial statement as provided to a financial institution. The BOARD shall be entitled to consider the type of financial statement in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public.

c. A written listing of the assets owned, leased, or being purchased which will be used in the business on the AIRPORT. Copies of any leases or purchase contracts must be attached.

d. A current credit report covering all areas in which the applicant has done business in the past ten (10) years.

e. A written authorization of the FAA and all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute such forms, releases, or discharges as may be requested by those agencies.

f. The applications shall be signed and submitted by every person owning an interest in the business, those who will be managing the business if already designated, every partner of a partnership, and each director and/or officer of the corporation.

g. Any additional information and material necessary or requested by the BOARD to establish to the satisfaction of the BOARD that the applicant can qualify and will comply with these Minimum Standards.

The application together with all supporting documentation shall be submitted to the Airports Director. For Fixed Base Operations, once all application material is submitted and reviewed by the Airports Director, and provided the application is deemed complete, the Airports Director shall request BOARD directive to initiate the Bid Process.

All other aviation-related Specialty Service Operations and/or company or individual who uses the AIRPORT or any of its improvements of facilities for any revenue-producing business or commercial aeronautical activities and once all application material is submitted and reviewed by the Airports Director, the matter shall be considered within thirty (30) days of the next regularly scheduled meeting of the BOARD, provided the application is deemed complete.

The BOARD may deny any application if, in its opinion, it finds any one or more of the following:

a. The applicant for any reason does not meet the qualifications, standards, and requirements established by these rules and regulations, or is not prepared to meet same within a reasonable time to be established by the BOARD;

b. The applicant's proposed operation or construction will create a safety hazard on the AIRPORT;

c. The granting of the application will require the BOARD to spend funds or to supply labor or materials in connection with the proposed operation, or the operation will result in a financial loss to the BOARD;

d. No appropriate, adequate, or available space or building exists at the AIRPORT which would accommodate the entire activity of the applicant at the time of application nor is contemplated within a reasonable time thereafter;

e. The proposed operation, airport development, or construction does not comply with the Airport Master Plan then in effect;

f. The development or use of the area requested by the applicant will result in a congestion of aircraft or buildings, or will result in unduly interference with the operations

of any present Fixed Base Operator on the AIRPORT relating to problems with aircraft service and/or prevent free access to the Fixed Base Operator's area;

g. The applicant has either intentionally or unintentionally misrepresented or omitted any material fact in the application or in supporting documents;

h. The applicant has failed to make full disclosure on the application or in supporting documents;

i. The applicant has a record of violating the rules and regulations of any other airport or civil air regulations, FAA regulations, or any other rules and regulations applicable to Okaloosa County Airports;

j. The applicant has defaulted in the performance of any lease or any other agreement with the BOARD;

k. The applicant does not, in the opinion of the BOARD, exhibit adequate financial responsibility to undertake the project, based upon current financial information provided;

l. The applicant cannot provide a performance bond in the amount required by the BOARD for that contract;

m. The applicant has been convicted of any felony or a misdemeanor involving moral turpitude.

Nothing contained herein shall prohibit the BOARD from granting or denying, for any reason it deems sufficient, an application to do business on the AIRPORT for the purpose of selling, furnishing, or establishing non-aviation products supplied for any service or business of a non-aeronautical nature, or an application for the non-profit use of an airport facility.

SECTION 16. INSURANCE REQUIREMENTS:

The operator will provide, and maintain in full force and effect, insurance coverage in the following types and minimum amounts:

a. For full service Fixed Base Operations, general liability coverage to include premises and property damage of at least two million (\$2,000,000.00) dollars combined single limit (CSL); aircraft liability coverage of at least two million (\$2,000,000.00) dollars CSL; products/completed operations liability coverage of at least two million (2,000,000.00) dollars CSL; hangarkeepers liability coverage of at least two million (\$2,000,000.00) dollars CSL. Insurance coverage shall be applicable to the type of activity being conducted.

b. For any Specialty Service Operator offering one or more of the services in Section 11 above, general liability coverage to include premises and property damage of at least one million (\$1,000,000.00) CSL; aircraft liability coverage of at least one million (\$1,000,000.00) CSL; and products/completed operations liability coverage of at least one million (\$1,000,000.00) CSL.

The Okaloosa County Board of Commissioners shall be named as an additional insured on all such policies. The operator shall also submit to the Airports Director a certificate of insurance from the operator's insurance carrier, executed on the approved form, verifying the types, limits and expiration dates of all policies.

SECTION 17. WAIVER OF MINIMUM STANDARDS:

The BOARD may, at its discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry. The BOARD may further temporarily waive any of the Minimum Standards for non-governmental applicants where it deems such waiver to be in the best interest of the AIRPORT's operation and public good.

SECTION 18. VIOLATIONS, PENALTIES AND PROCEDURES:

If the Airports Director determines that any of these Minimum Standards have been violated by an entity operating on the AIRPORT, and that he or she cannot resolve the matter satisfactorily by notice to, and discussion with, the offending operator, then the Airports Director may recommend to the BOARD that formal action be taken against the offending operator. The BOARD shall allow the operator notice and an opportunity to be heard before deciding whether and what action should be taken against the operator for the alleged violation. Such action may include, but not limited to, reprimand, suspension of airport operations by the operator, or revocation of the operator's right to conduct business at the AIRPORT.

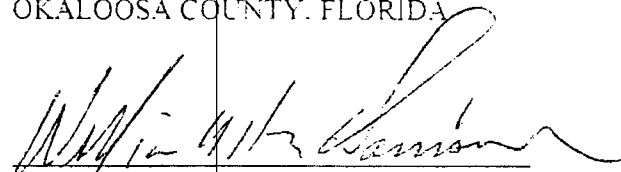
SECTION 19. SAFETY AND SECURITY:

All operators shall abide by all provisions of the approved AIRPORT rules and regulations. If violations of the approved AIRPORT rules and regulations result in fines being levied by any federal or state agency, the operator will reimburse the BOARD for the full cost of said fines within thirty (30) days of payment by the BOARD.

The attached Minimum Standards for Full-Service Fixed Base Operations and Specialty Service Operations were adopted at the regular scheduled meeting of the Okaloosa County Board of Commissioners on _____, 1997.

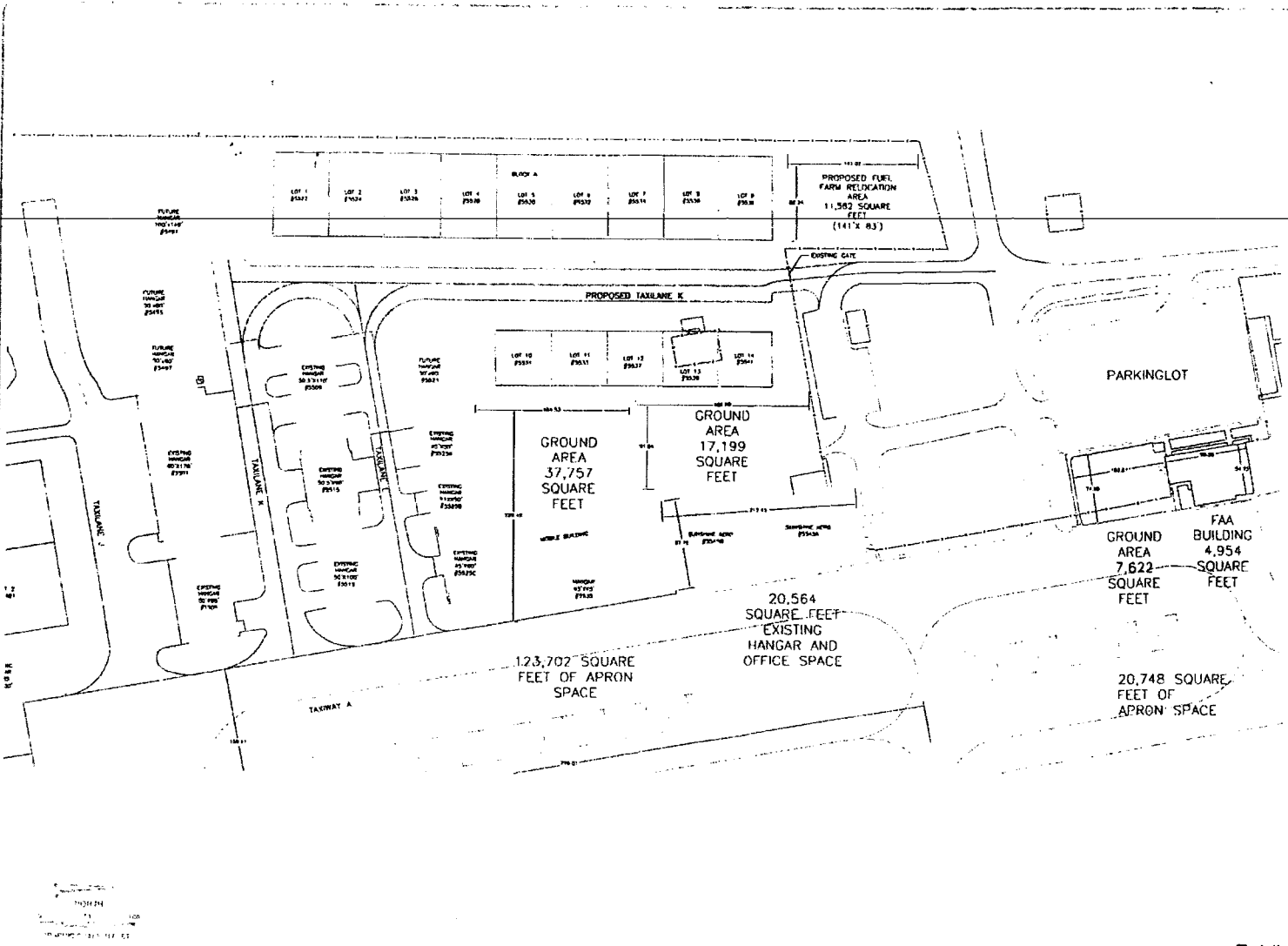
These Minimum Standards supersede any standards previously established by the Okaloosa County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

A handwritten signature in black ink, appearing to read "William A. Harrison", written over a horizontal line.

WM A HARRISON
CHAIRMAN

1. SCALE: 1" = 100' (SEE PLAN) 2. PROJECT: BOBBIKES AIRPORT 3. DATE: 5/27/2008 4. DRAWN BY: TBS 5. CHECKED BY: XXX 6. APPROVED BY: XXX 7. DATE: 05/27/2008 8. PROJECT NO: FBO RFP



OKALOOSA COUNTY AIRPORTS



BOBBIKES AIRPORT
CRESTVIEW, FL

SCALE: AS NOTED

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: KXX
 DRAWN BY: TBS
 CHECKED BY: XXX
 APPROVED BY: XXX
 DATE: 05/27/2008
 PROJECT NO: FBO RFP

Exhibit "B"

**Northwest Florida Regional Airports
Emerald Coast Aviation Revenue Activity Monthly Report**

For Month Ending:

Gross Description	Amount
Automobile Parking	
Car Rental Commission	
Flight Instruction	
Aircraft Rental (Non Flt Instruction)	
Aircraft Rental-Exempt (Flt Instruction Rental)	
Ground School (Ground Instruction Only)	
Hangar Rent (Transient & Monthly)	
Contract Labor	
Pilot Supplies	
Parts Sales - Retail	
Parts Sales - O/S Work Orders	
Labor Sales - Customer Work Order	
Oil Sales - Retail	
Line Labor Sales (GPU, Lav, AC, Etc...)	
Tiedown Fee	
Concessions Sales (Catering, Apparel, etc...)	
Miscellaneous Income	
Total Sales	
X 2.5% of gross sales	
Description	Gallons
Jet Fuel	
Avgas	
JP 8	
Total Sales	
Grand Total	
Grand Total due the County	

Exhibit "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2014

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

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

PRODUCER Eastern Aviation Insurance Services, LLC 3070 Five Forks Trickum Road Lilburn, GA 30047	CONTACT NAME: <u>Cindy Rozar</u>	FAX (A/C. No): <u>770.978-4855</u>
	ADDRESS:	
INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. dba Emerald coast Aviation 5545 John Givens Road Crestview, FL 32539	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <u>QBE Insurance Corporation</u>	<u>39217</u>
	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	ADD'L/SUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> ANNUITY <input type="checkbox"/> PER EVENT <input type="checkbox"/> OCC	Y	OAV0000838	11/30/2014	11/30/2015	EACH OCCURRENCE \$25,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$100,000 MEDICAL (per accident) \$5,000 PERSONAL & ADJ. INJURY \$25,000,000 GENERAL AGGREGATE \$1M (Aggregate) PRODUCTS - COMB OF AGG \$25,000,000 Hangarkeepers \$1,000,000 / \$2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> UNEMPLOYED AUTOS <input type="checkbox"/> HIREN/AUTOS <input type="checkbox"/> UNEMPLOYED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> Non-Prop <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCC <input type="checkbox"/> FUTURE/DATE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/SELF-EMPLOYED OR ALLIANCE MEMBER EACH EMPLOYEE (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) (Mandatory in NH) DESCRIPTION OF OCCUPATION:					PER STATUTE / PER POLICY \$ \$ \$

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

The Certificate Holder is included as an Additional Insured as respects operations of the Named Insured. Coverage is primary and non-contributory to any other insurance available to the Certificate Holder. The Certificate Holder will be provided with thirty (30) days, (ten (10) days if for non-payment of premium) notice of cancellation. The coverage includes On Airport Premises Auto Liability Limit at \$25,000,000 each occurrence. The coverage includes Contractual Liability, Independent Contractors Liability and Excess Auto Liability.

CERTIFICATE HOLDER CANCELLATION

Okaloosa County 602-C North Pearl Street Crestview, FL 32536 <u>LOB-0335-AP</u>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <i>Roger M. Ridings</i>
	AUTHORIZED REPRESENTATIVE QBE Insurance Corporation

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