

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/22/2021

Contract/Lease Control #: L92-0051-AP

Procurement#: NA

Contract/Lease Type: LEASE

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/20/2021

Expiration Date: INDEFINITE

Description of: PROPERTY BSAP

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: L92-0051-AP Tracking Number: 4271-21
Procurement/Contractor/Lessee Name: Vertex Aircraft Integration Grant Funded: YES Sustainable NO
Purpose: assignment of lease
Date/Term: indefinite 1. GREATER THAN \$100,000
Department #: 42202 2. GREATER THAN \$50,000
Account #: 344157 3. \$50,000 OR LESS
Amount: revenue
Department: Airport Dept. Monitor Name: Stacy

Purchasing Review

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

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator

Risk Management Review

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

County Attorney Review

Approved as written: see email attached Date: 3-26-21
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, March 23, 2021 11:29 AM
To: DeRita Mason
Subject: RE: AOL L92-0051-AP and L03-0228-AP

This is approved by Risk.

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



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

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

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

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

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

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

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

Good morning,
Please review and approve the attached.

Thank you,

DeRita Mason



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

CONSENT TO ASSIGNMENT OF LEASE L92-0051-AP
CRESTVIEW AEROSPACE, LLC C/O VERTEX AEROSPACE, LLC LEASE AT THE
BOB SIKES AIRPORT (CEW)

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

WITNESSETH:

WHEREAS, the County and Lessee entered into a Lease Agreement, L92-0051-AP for lease of encroachment of Airport property on June 2, 1992 at the Bob Sikes Airport ("Lease"); and

WHEREAS, Lessee requests to assign the Lease to Assignee.

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

CONSENT TO ASSIGNMENT

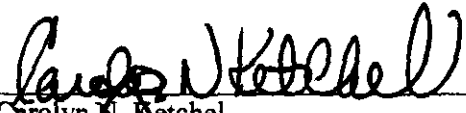
1. The County hereby consents to this assignment of the Lessee's interest of Crestview Aerospace, LLC c/o Vertex Aerospace, LLC to Vertex Aircraft Integration and Sustainment, LLC.
2. Assignee by execution of this Consent to Assignment of Lease, and in consideration of consent by the County of the same, if bound by all terms of the Lease Agreement as may be amended from time to time and does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, supplemental agreements, and assignment of leases.

(The remainder of this page intentionally left blank)

CONTRACT#: L92-0051-AP
VERTEX AIRCRAFT INTERGRATION &
SUSTAINMENT, LLC
PROPERTY BSAP
EXPIRES: INDEFINITE


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

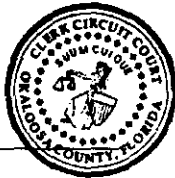
OKALOOSA COUNTY, FLORIDA


Carolyn N. Ketchel
Chairman, Board of County Commissioners
Date: APR 20 2021



ATTEST:


J.D. Peacock II
Clerk of Circuit Court



LESSEE

Don Davis

Don Davis, Crestview Aerospace, LLC c/o
Vertex Aerospace, LLC

Date: March 30, 2021

WITNESSES:

[Signature]

Witness

[Signature]

Witness

ACKNOWLEDGMENTS

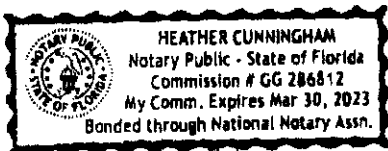
STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 30 day of March, 2021

Heather Cunningham

NOTARY



My Commission Expires: March 30, 2023

ASSIGNEE

[Handwritten signature]

Don Davis, SVP Vertex Aircraft Integration and Sustainment, LLC

Date: March 30, 2021

WITNESSES:

[Handwritten signature]

Witness

[Handwritten signature]

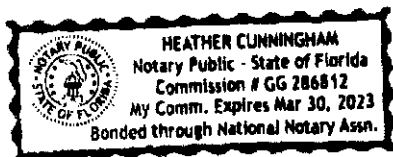
Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 30 day of March, 2021



[Handwritten signature]

NOTARY

My Commission Expires: March 20, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2021 4/2/2021

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

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1464921 Vertex Aerospace, LLC and Vertex Aircraft Integration and Sustainment, LLC 555 Industrial Drive South Madison, MS 39110	INSURER A: ACE Property & Casualty Insurance Co	20699
	INSURER B: *** SEE ATTACHMENT ***	
	INSURER C: Westchester Fire Insurance Company	10030
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17465617 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL NSD	ISUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPN10746152002	6/29/2020	6/29/2021	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 100,000,000 PRODUCTS - COMP/OP AGG \$ 100,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2020	6/29/2021	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073002	6/29/2020	6/29/2021	Each Occurrence \$100,000,000

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

CERTIFICATE HOLDER

CANCELLATION See Attachment

17465617

Okaloosa County Board of County Commissioners
Destin-Fort Walton Beach Airport Administration
1701 State Road 85 N
Eglin AFB FL 32542-1498

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

AUTHORIZED REPRESENTATIVE

Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)

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

Schedule of Insured Aircraft:

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/03/2019

Contract/Lease Control #: L92-0051-API-31

Procurement#: N/A

Contract/Lease Type: LEASE

Award To/Lessee: CRESTVIEW AEROSPACE, LLC c/o VERTEX AEROSPACE, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/2/1992

Expiration Date: INDEFINITE

Description of Contract/Lease: PROPERTY BSAP

Department: AIRPORT

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: L92-0057-AP Tracking Number: 3419-19
Procurement/Contractor/Lessee Name: Crestview Aerospace, Group, Inc. Grant Funded: YES NO
Purpose: AOL to Crestview Aerospace LLC c/o Vertex Aerospace, LLC
Date/Term: Indefinite 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: AP 3. \$50,000 OR LESS
Dept. Monitor Name: T. Stage

Purchasing Review

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

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 6/19/19
_____ Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email Date: 6/21/19
_____ 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

Victoria Taravella

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

Victoria

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

Karen Donaldson

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



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

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

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

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

Victoria Taravella

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

These are approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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

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

Victoria Taravella

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


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

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

Hey Victoria:

Two of these are missing the scrutinized contractor language.

Kerry A. Parsons, Esq.

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

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

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

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

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

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

Dave Miner

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

See below.

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

Keep in the scrutinized vendors.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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

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

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

DeRita:

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

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

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

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

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

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

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

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

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

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

Thank you again.

Dave

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

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

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

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

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

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

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

Cc: Allyson Oury <aoury@myokaloosa.com>

Subject: RE: Airport coordination

Victoria:

Thank you.

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

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

Dave

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

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

From: Victoria Taravella <vtaravella@myokaloosa.com>

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

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

Subject: Airport coordination

Dave,
Please find attached coordination for
L17-0453
C08-1664
L03-0228
L92-0051

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

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

vtaravella@myokaloosa.com

Phone: (850) 689-5960

Fax: (850) 689-5970

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

Dave Miner

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

Dave

These meet the requirements.

Thank you

Karen Donaldson

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



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

Karen:

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

Thank you.

Dave

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

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

Dave

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

Thanks

Karen Donaldson

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



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

Karen:

Please review the attached COI for Crestview Aerospace for compliance.

Dave

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

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



CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

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

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

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

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

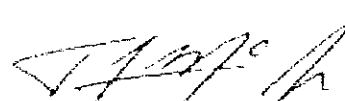
INSURED
1464921 Crestview Aerospace, LLC
c/o Vertex Aerospace, LLC
555 Industrial Drive South
Madison MS 39110

COVERAGES CERTIFICATE NUMBER: 16175006 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	ISUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPNI0746152001	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 100,000,000 PRODUCTS - COM/OP AGG \$ 100,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073001	6/29/2019	6/29/2020	Each Occurrence \$100,000,000

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

CERTIFICATE HOLDER	CANCELLATION See Attachment
LEASE #: L92-0051-API-31 CRESTVIEW AEROSPACE, LLC C/O VERTEX AEROSPACE, LLC PROPERTY BSAP EXPIRES: INDEFINITE 16175006 Okaloosa County 5479 A Old Bethel Rd Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)**Insurer****Policy No.**

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

NXS6025607

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

FGG3000216-01

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

QAVC000443**Schedule of Insured Aircraft**

<u>F.A.A. Number</u>	<u>Total Seats Incl Crew</u>	<u>Hull Limit</u>
N10FN Lear 36	6	\$1,327,800
N12FN Lear 36	6	\$1,327,800
N16FN Lear 36A	6	\$1,152,400
N26FN Lear 36	6	\$1,152,400
N39FN Lear 35	6	\$1,152,450
N50FN Lear 35A	6	\$1,152,450
N51FN Lear 35A	6	\$1,152,450
N52FN Lear 35A	6	\$1,000,535
N83FN Lear 36	6	\$1,152,450
N84FN Lear 36	6	\$1,152,450
N53N Lear 35A	6	\$1,152,450
N18FN Lear 36A	6	\$1,315,000
N148GB (msn RK185) Hawker 400A	6	\$900,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2020 6/26/2019

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 16126816 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	N	CA 1722306	6/29/2019	6/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	79866408	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	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	"See Attached"	6/29/2019	6/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

LEASE #: L92-0051-API-31
CRESTVIEW AEROSPACE, LLC C/O
VERTEX AEROSPACE, LLC
PROPERTY BSAP
EXPIRES: INDEFINITE

CERTIFICATE HOLDER
16126816
OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW FL 32536

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability

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

**CONSENT TO ASSIGNMENT OF LEASE AND AMENDMENT L92-0051-AP
CRESTVIEW AEROSPACE CORPORATION, INC. LEASE AT THE
BOB SIKES AIRPORT**

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

WITNESSETH:

WHEREAS, the County entered into a Lease Agreement, L92-0051-AP for lease of encroachment of Airport property on June 2, 1992 at the Bob Sikes Airport with a current expiration date of Indefinite; and

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

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

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

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

I. CONSENT TO ASSIGNMENT

1. County requests this assignment of lease, L92-0051-AP, the County hereby consents to this assignment of the Lessee interest of Crestview Aerospace Corporation, Inc. to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC.

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

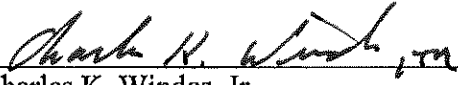
II. AMENDMENT TO THE LEASE AGREEMENT

L92-0051-AP is hereby amended as follows:

- 1 Lessee agrees from the effective date of this Lease and during the entire term of the Lease to keep in full force and effect, a policy of public liability insurance with respect to the Leased Premises. The limits of public liability shall not be less than Five Million Dollars (\$5,000,000.00) Combined Single Limit (CSL). All public liability policies shall include County as an additional insured. Lessee agrees to furnish a certificate of insurance to County annually upon renewal. The certificate of insurance for additional insured/certificate holder shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 with a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. Upon request Lessee shall deliver and exact copy of the policy or policies including all endorsements.
- 2 Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "B", attached to and incorporated herein.
- 3 Lessee agrees to comply with the insurance requirements in Exhibit "C", attached to and incorporated herein.
- 4 All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

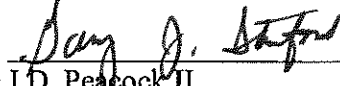
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

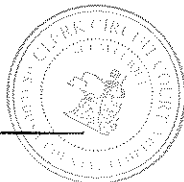
OKALOOSA COUNTY, FLORIDA


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




ATTEST:


J.D. Peacock II
Clerk of Circuit Court




LESSEE



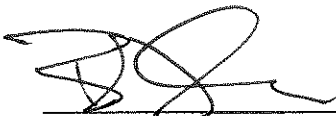
Jeremy Nance
Date: 6/28/19

ASSIGNEE



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

ATTEST:



Witness



Witness

ACKNOWLEDGMENTS

STATE OF Mississippi
COUNTY OF Madison

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

Sworn and subscribed before me this 28 day of June, 2019, AD.



Barbara F. Crosswhite
NOTARY

My Commission Expires: January 16, 2021

Exhibit "B"

GENERAL CIVIL RIGHTS PROVISIONS

The lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Okaloosa County pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Okaloosa County will have the right to terminate the lease, and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall use E-Verify to initiate verification of employment eligibility of

a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Lessee shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Lessee is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State 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 Lessee may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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

2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

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

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

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

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

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

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

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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

Exhibit "C"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR LEASES

(Revised: 1-2-19 KDonaldson)

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION INSURANCE

1. The Lessee shall secure and maintain during the life of this Lease Workers' Compensation insurance for all of his employees employed at the site or any site connected with this lease; evidence of insurance shall be furnished to the County.

2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on the Certificate of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Lessee must maintain this insurance coverage throughout the life of this lease.

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, evidencing all required coverage must be submitted to and approved by Okaloosa County. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The lessee shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the lessee to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All certificates shall be subject to Okaloosa County's approval of adequacy of protection. The Certificates of Insurance shall disclose any and all deductibles or self-insured

retentions (SIRs).

5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

EXCESS/UMBRELLA INSURANCE

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

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/2/1992

Contract/Lease Control #: L92-0051-API-31

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: CRESTVIEW AEROSPACE CORP

Lessor: OKALOOSA COUNTY

Effective Date: 6/2/1992 \$1.00

Term: INDEFINITE

Description of Contract/Lease: PROPERTY BSAP

Department Manager: AIRPORT

Department Monitor: J. SEALY

Monitor's Telephone #: 651-7160

Monitor's FAX #: 651-7164

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

DATE (MM/DD/YYYY)

6/26/2019

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

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

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

COVERAGES CERTIFICATE NUMBER: 16126816 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDE INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CA 1722306	6/29/2019	6/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	79866408	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
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	"See Attached"	6/29/2019	6/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER CANCEL

16126816
 OKALOOSA COUNTY
 5479 A OLD BETHEL ROAD
 CRESTVIEW FL 32536

CONTRACT#: L92-0051-AP
 CRESTVIEW AEROSPACE CORP
 PROPERTY BASP
 EXPIRES: INDEFINITE

AUTHORIZED REPRESENTATIVE

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Workers' Compensation and Employers' Liability

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



OKALOOSA COUNTY
5479 A OLD BETHEL ROAD
CRESTVIEW FL 32536

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16126816**.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies



CERTIFICATE OF LIABILITY INSURANCE

6/29/2019

DATE (MM/DD/YYYY)

6/25/2019

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

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


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

COVERAGES **CERTIFICATE NUMBER:** 16126816 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GL 1929982	6/29/2018	6/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CA 3584712	6/29/2018	6/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	79866408	6/29/2018	6/29/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	"See Attached"	6/29/2018	6/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER 16126816 OKALOOSA COUNTY 5479 A OLD BETHEL ROAD CRESTVIEW FL 32536	CONTRACT#: L92-0051-AP CRESTVIEW AEROSPACE CORP PROPERTY BASP EXPIRES: INDEFINITE	hment DESCRIBED POLICIES BE CANCELLED BEFORE REOF, NOTICE WILL BE DELIVERED IN / PROVISIONS.
AUTHORIZED REPRESENTATIVE 		

Workers' Compensation and Employers' Liability

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

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

ADDITIONAL REMARKS

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

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



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

CERTIFICATE OF INSURANCE

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

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

NAMED INSURED:

L3 Technologies, Inc.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

5486 Fairchild Road
 Crestview, Florida 32539-8155, USA

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

Division:
 Platform Integration Systems

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

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

ADDITIONAL INTERESTS:

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

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

INTEREST TYPE:

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

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

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

Property Damage applies on a Repair or Replacement Value basis.

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

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

Certificate No: 00192-001

Emma Lalovic

Authorized Signature / Issue Date
 Emma Lalovic / 28 December 2017

For questions, contact: Melanie Robertson

AGREEMENT

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

CRESTVIEW AEROSPACE CORPORATION, INC.

THIS AGREEMENT made and entered into this 2nd day of June, 1992, by and between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF OKALOOSA, STATE OF FLORIDA, (hereinafter referred to as FIRST PARTY) and CRESTVIEW AEROSPACE CORPORATION, INC., an industrial aviation facility located near and adjacent to the Bob Sikes Airport, Crestview, Florida (hereinafter referred to as SECOND PARTY),

W I T N E S S E T H:

WHEREAS, it is recognized by the FIRST PARTY and the SECOND PARTY that use of certain airport property on Bob Sikes Airport is in effect by the SECOND PARTY due to encroachment, such airport property identified herewith as Exhibit "A" and made a part hereof, and

WHEREAS, such encroachment of airport property has occurred in excess of TWENTY (20) years first beginning with the Fairchild Industries, Inc., and

WHEREAS, it is recognized that the SECOND PARTY is an enhancement to the development and growth of the Bob Sikes Airport and provides other economic benefits to the community,

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable considerations, paid to FIRST PARTY by SECOND PARTY, receipt of which is hereby acknowledged, FIRST PARTY in its sole discretion does hereby grant to the SECOND PARTY the continued use of said airport property under those certain terms and conditions as hereinafter described:

SECTION 1: There shall be no building and/or expansion of building on said airport property without the prior written consent of FIRST PARTY.

SECTION 2: FIRST PARTY shall have the right of access to said airport property and use of said airport property without interference and/or permission from SECOND PARTY.

L92-0051-API-31
LESSEE: CRESTVIEW AEROSPACE
PROPERTY BSAP
EXPIRES: INDEFINITE

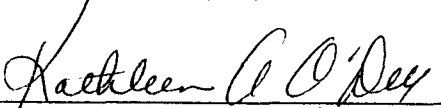
SECTION 3: This AGREEMENT is subject to termination upon THIRTY (30) days written notification by either party. Furthermore, SECOND PARTY shall vacate property within NINETY (90) days written notification by FIRST PARTY.

SECTION 4: SECOND PARTY shall indemnify and hold harmless FIRST PARTY, its agents, or employees for all suits and actions of every name and description brought against them or which may result, for, or on account of, any injuries or damage received or sustained by any person or property, by or from the acts of SECOND PARTY, its agents, servants, or employees AND that protection against loss by fire or other casualty to the building and its contents and/or other materials stored on said airport property shall not at any time be an obligation to FIRST PARTY nor shall FIRST PARTY be responsible for any loss by fire or other casualty of such building, contents, and/or stored materials.

SECTION 5: There shall be no fee for use of said airport property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its proper officials and its corporate seals to be hereunto affixed this 2nd day of June, 1992.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA
FIRST PARTY


KATHLEEN A. O'DELL
CHAIRMAN

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

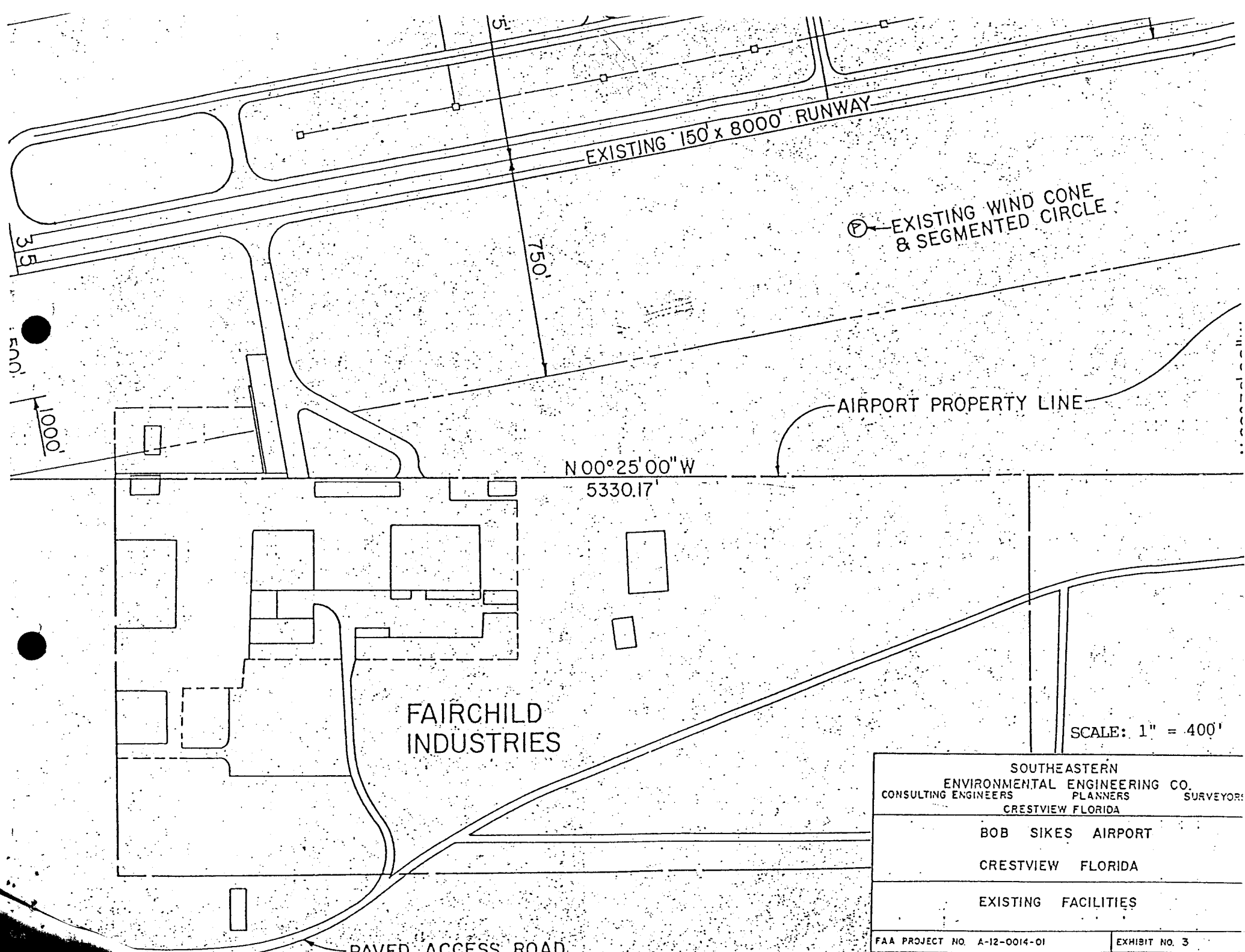

ROBERT W. MCGUIRE
DEPUTY CLERK

CRESTVIEW AEROSPACE CORPORATION, INC.
SECOND PARTY

BY: 
AUTHORIZED REPRESENTATIVE


ASS. SECRETARY

CORPORATE SEAL:



SCALE: 1" = 400'

SOUTHEASTERN ENVIRONMENTAL ENGINEERING CO. CONSULTING ENGINEERS PLANNERS SURVEYORS CRESTVIEW FLORIDA				
BOB SIKES AIRPORT CRESTVIEW FLORIDA				
EXISTING FACILITIES				
FAA PROJECT NO. A-12-0014-01		EXHIBIT NO. 3		
SCALE NOTED	DESIGN T.T.S.	DRAWN G.D.C.	CHECKED T.T.S.	DATE 3-7-78