

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/13/2023

Contract/Lease Control #: L23-0508-AP

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: TIMBERVIEW HELICOPTERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/13/2023

Expiration Date: 04/12/2028 W/1 5 YR RENEWAL

Description of: OPERATING AGREEMENT FOR COMMERCIAL FLIGHT OPERATIONS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

LEASE: L23-0508-AP
TIMBERVIEW HELICOPTERS, INC.
OPERATING AGREEMENT FOR COMMERCIAL
FLIGHT OPERATIONS
EXPIRES: 04/12/2028 W/1 5 YR RENEWAL

Lease# Timberview Helicopters, Inc. Timberview Helicopters Sub-lease and Operating Agreement EXPIRES: __-__-2028
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OPERATING AGREEMENT
FOR
COMMERCIAL FLIGHT OPERATIONS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

TO

TIMBERVIEW HELICOPTERS, INC.

This OPERATING AGREEMENT FOR CERTAIN HELICOPTER FLIGHT OPERATIONS, AIRCRAFT STORAGE, AND LIMITED MAINTENANCE OPERATIONS, effective as of the 13th of April, 2023, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "County") and TIMBERVIEW HELICOPTERS, INC. (hereinafter referred to as "Operator").

Section 1: Authorized Activities

Operator has a Use and Occupancy Agreement dated April 7, 2023, with Lynx FBO Destin, LLC dba Atlantic Aviation, a copy of which is attached hereto as Exhibit 1 and a Hangar Lease Agreement and Ground Lease dated May 1, 2016, with MD Hangar, LLC for the hangar located at Okaloosa County Block 7, Lot 1 – Destin Executive Airport ("Airport"), a copy of which is attached hereto as Exhibit 2.

Operator is hereby authorized, subject to the terms of, and compliance with, its leases and agreements with Lynx FBO Destin, LLC dba Atlantic Aviation and MD Hangar LLC and in the locations permitted in those leases and agreements, to operate a helicopter air tour, aerial survey, and aerial photography business, conduct search-and-rescue and mercy flight operations, store aircraft used in those businesses, and perform maintenance on aircraft used in those businesses at the Airport as permitted in Operating Policy ("Operating Policy") and Minimum Standards for Full-Service Fixed Base Operators and Specialty Service Operations ("Minimum Standards"), as each may be amended from time to time, a current copy of both of which are attached collectively as Exhibit 3.

Section 2: Term

This Agreement shall be for a term of FIVE (5) years and shall take effect as approved by the Okaloosa County Board of County Commissioners. The agreement may be renewed for an additional FIVE (5) years as agreed to by both parties in writing. The renewal Agreement may be amended at any time during the renewal term as agreed to by both parties in writing, including but not limited to incorporating any updated state or federal regulatory requirements or changes in the terms of Operator's Use and Occupancy Agreement with Lynx FBO Destin, LLC dba Atlantic Aviation.

Section 3: Fee

Operator shall pay County five percent (5%) of gross sales from operations at the Airport for the privilege of operating at the Airport. Gross sales shall not be offset with other expenses of operation. Certified report of gross sales and all expenses shall be submitted monthly with the payment of the aforesaid fee as part of the Activity Report described below.

Section 4: Required Reports

Operator shall provide the following reports or other information to the office of the Airports Director, Okaloosa County Airports, 1701 State Road 85 North, Eglin AFB, FL 32542-1498 as specified below:

Aircraft Documents. Operator shall provide to the County, without request, (1) a copy of any Letter of Authorization for Commercial Air Tour Operations (14 CFR Part 91 Operations), within 48 hours of receiving such Letter of Authorization from the FAA, and (2) a copy of any certificate of insurance for Operator's aircraft on the Airport and/or prior to use for tour operations or within 48 hours of the time any insurance certificate is obtained, changed, updated or renewed.

Activity Report. Operator shall submit by the tenth (10th) day of each month a monthly Gross Sales Receipts Activity Report (using the form attached as Exhibit 4), for the preceding month, which will report the number of aircraft flights (take-offs and landings) per day from the Airport for any purpose connected with Operator's business, total gross sales each day, five percent (5%) of gross sales due to the County, and the required Florida Sales Tax based on the 5% due to the County. The Monthly Activity Report must be signed by an authorized representative of Operator.

Accident Reporting. Operator shall inform the County of any accident, incident, injury, or property damage involving any of Operator's aircraft, equipment, or personnel that occurs on the Airport or during tour flight operations immediately to the Airport Operations Center at 850-651-7166.

Section 5: Payment Effective Date

Operator shall submit payment and the required report for the preceding month to County monthly no later than the TENTH (10th) day of the following month.

Section 6: Late Charges

If Operator fails to pay within THIRTY (30) days for the fee as herein described, Operator shall then pay interest to the County at the maximum legal allowable rate authorized by the State of Florida.

Section 7: Place of Payments

All payments and notices to County shall be given or mailed to the following address: Okaloosa County Airports Administration Office, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498.

Section 8: Notices, Reporting and Point of Contact

Each party designates a person to receive any notices and reporting required under this Agreement as follows:

Airport:

Tracy Stage, A.A.E
Airports Director
Okaloosa County Airports
1701 State Rd 85 N
Eglin AFB, FL 32542-1498
tstage@myokaloosa.com
Office: 850-651-7160 Ext. 4
Cell: 850-585-7086

Operator:

Justin Johnson
President
Timberview Helicopters, Inc.
1001 Airport Road, Building 15
Destin, FL 32541
helicopterschedule@yahoo.com
Office: (850) 774-0991

Section 9: Tax and Assessment

Operator shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Operator pursuant to this Operating Agreement, or which may arise out of or are incidental to the conduct of Operator's operation and activities under this Agreement or by reason of Operator's occupancy of its facilities or use of County facilities under this Agreement. Operator shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Operating Agreement.

Section 10: Audit by County

Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Operator under the terms

of this Agreement, provided that any request for documents or information will be made during normal business hours. Operator agrees to make available to County's representative(s) any and all documents or information relevant to any audit performed by the County. The County or its representative(s) shall make available to Operator a copy of the audit report prepared by or on behalf of County. Operator shall have THIRTY (30) calendar days from receipt of the audit report from County or its representative(s) to provide a written response to County regarding the audit report. Operator agrees that failure of Operator to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

Section 11: Hold Harmless

Operator shall Hold Harmless, to the fullest extent permitted by law, and Operator 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 negligence, recklessness, or intentional, wrongful conduct of Operator and other persons employed or utilized by Operator in the performance of this Operating Agreement.

Section 12: Insurance

Operator shall provide a current Certificate of Insurance prior to occupying the premises and annually upon renewal reflecting Aviation Premises Liability in an amount not less than ONE MILLION (\$1,000,000.00) dollars and Property Damage in an amount not less than ONE HUNDRED THOUSAND (\$100,000.00) and shall name Okaloosa County as an Additional Insured throughout the period of said operations. Without request, Operator shall provide to the County a current Certificate of Insurance for each aircraft used (or a global policy that covers all aircraft owned and operated by Operator), in its operations at the Airport reflecting Aircraft Liability coverage in an amount not less than One Million (\$1,000,000.00) dollars combined single limit prior to or at the time Operator places such aircraft into service at the Airport for any purpose connected with its business. The insurance policy shall contain a clause that insurer will not cancel or change the insurance without first giving County THIRTY (30) days prior written notice. On request, Operator shall deliver an exact copy of the policy or policies including all endorsements.

Section 13: Rules and Regulations

Operator shall comply with all current and future Airport rules and regulations and all applicable federal, state, and local rules and regulations, including without limitation any Letter of Authorization issued by the FAA and those set forth in Exhibit 5 attached and incorporated herein. Operator shall be subject to the rules and regulations as defined in the approved Minimum Standards and Operating Policy for Okaloosa County general aviation airports, most specifically for fueling of aircraft by private owners, with such Minimum Standards and Operating Policy collectively attached and made a part of this Operating Agreement as Exhibit 3 and as each may be amended from time to time. No exclusive rights at the Airport are granted by this Agreement. Operator agrees to comply with all federal regulations.

Section 14: Procedures

Operator shall be responsible for crowd control of its customers and guests in areas of the Airport for which Operator has lease or other rights to use for its commercial operations to ensure safety at its location. Passengers, guests and bystanders shall be under constant escort at all times while on any areas of the Airport's airside (inside the fence), locations.

Operator shall maintain strict control of its customers and guests and their vehicles to preclude access to areas of the Airport to which such people or vehicles are not authorized to use.

Section 15: Care of Premises

Operator shall keep premises neat, clean and orderly at all times. Operator shall not store anything on the premises other than those items specifically required to maintain Operator's aircraft. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises. Operator shall at its sole expense maintain the structural integrity of all temporary operational interior fence boundaries for the purpose of security, safety, and operational containment.

Section 16: Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 17: Subordination

This Agreement is, and shall be, subordinate to the provisions of existing and future agreements between County and the United States 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 obtaining or expenditure of federal funds for the benefit of the Airport, including but not limited to the terms of any "Sponsor's Grant Assurances" or like agreement that has been or may be furnished by the County to the United States, its boards, commissions, or agencies, including without limitation the Federal Aviation Administration. Operator shall abide by the requirements of agreements entered into between the County and the United States, as applicable, and shall consent to amendments and modifications of this Agreement if required by such agreements or assurances or if required as a condition of the County's entry into such agreements. In the event that the County, through its Airports Director, reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the County and the United States, the County shall have the unilateral right to modify this Agreement, or if modification is not possible, to terminate this Agreement, to ensure the County's compliance with all such agreements with the United States.

Section 18: Termination

Unless otherwise provided herein, if Operator breaches or fails to perform any obligation hereunder, the County shall provide notice of such breach ("Breach Notice"), in writing to Operator, and the Operator shall have THIRTY (30) calendar days to cure such breach; unless, however, the breach is one that the County requires, in its sole discretion, be cured in less time to assure safety or prevent interference with Airport operations in which case the notice shall specify the time in which Operator must cure such breach or if the County determines in its sole discretion that the Operator for good cause shown needs more time to cure the breach the County shall specify the additional time to cure ("Cure Period"). If Operator fails to cure the breach as described in the Breach Notice on or prior to expiration of the Cure Period, County may then terminate this Agreement immediately upon approval of the Board of County Commissioners.

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

Paul Mixon - ~~Robert A. "Trey" Goodwin III~~
Vice Chairman, Board of County Commissioners

Date: APR 13 2023

BCC Records
ML Carson

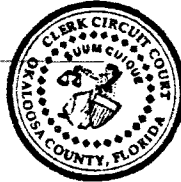


ATTESTS:

For

J. D. Peacock II
Clerk of Circuit Court

Date: APR 13 2023



TIMBERVIEW HELICOPTERS

Susan Johnson
Date: 4-6-2023

ATTESTS:

Witness

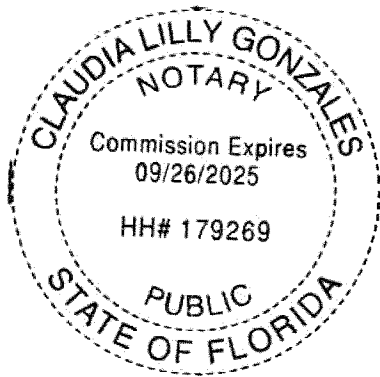
Witness

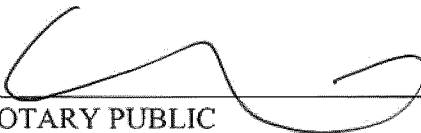
ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JUSTIN JOHNSON who, under oath, deposes and says that he is a duly authorized representative of TIMBERVIEW HELICOPTERS, to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and purposes contained therein.

SWORN and SUBSCRIBED before this 6th day of April, 2023.




NOTARY PUBLIC

My Commission expires: 9/26/25

EXHIBITS

- Exhibit 1 [Agreement with Atlantic]
- Exhibit 2 Amended and Restated Hangar Sub-Lease Agreement with MD Hangar, LLC dated July 19, 2021
- Exhibit 3 Operating Policy and Minimum Standards for Full-Service Fixed Base Operators and Specialty Service Operations
- Exhibit 4 Sales Receipt Activity Report
- Exhibit 5 Mandatory Federal Laws, Regulations, and Executive Orders



USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Contract No.	609729
Airport	Destin Executive Airport (DTS) For purposes of this Agreement, "Airport" means the airport, its governing body and/or any "lessor" under the Master Lease Agreement, as context may dictate.
Operator	Lynx FBO Destin, LLC dba Atlantic Aviation
Facility	Atlantic Aviation- Destin 1001 Airport Road Destin, FL 32541 "Facility" includes Operator's entire leasehold
User	Name: Timberview Helicopters Address: 100 County Club Road, Destin FL 32541 Contact: Justin Johnson Phone: 850.333.8902 Email: justinhelicopter1@gmail.com
Aircraft	Make and Model: Serial No.: Registration No.: [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Registered Owner of Aircraft	Name: Address: Phone: [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Space	Hangar Space: Office Space: Shop Space: Cage Space: Aircraft Parking/ Tie Down: Two R66 Helicopters Other- Middle Counter Space, North Line Shack, CAM See Attachment A
Purpose(s) for Use of Space	Tie Down of Aircraft, Helicopter Tour Administration, Crew Area
Effective Date	May 1 st , 2023
Initial Term	One Year
Renewal Term	Automatic renewal as set forth in Section 3.1



USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Space Use Fees	<p>Hangar Space (monthly): Office Space (monthly): Shop Space (monthly): Cage Space (monthly): Aircraft Parking/ Tie Down: \$500.00 Other: \$2300.00</p> <p>See Attachment A</p> <p>* all Space Use Fees are subject to adjustment as set forth in Section 2.3 **exclusive of all taxes and fees as set forth in Section 2.4</p>
Minimum Annual Fuel Gallons	Delayed until 2024
Fuel Charges (price per gallon)	<p>Fuel Charge* = <u>Posted Retail minus Fuel Incentive</u> <u>Fuel Incentive: \$1.98</u> <u>There shall be no Fuel ITP and no adjustment pursuant to Section 2.3.</u></p> <p>*as further described in Sections 1.8 through 1.11; exclusive of all taxes and fees as set forth in Section 2.4</p>
Ancillary Service Fees	All ancillary services, including GPU and lavatory and water service, will be provided to User at the then-current posted rates.
Security Deposit	\$5600.00 (two months Space Use Fees)
Utilities, Trash Removal, and Janitorial Services	<p>Hangar Space [Shop Space, if applicable]: Unless the entire hangar is licensed to User, Operator is responsible for electricity, heating, cooling and water in the Space. User is responsible for all other utilities, trash removal and janitorial services to the Space. If entire hangar is licensed to User, User is responsible for all utilities, trash removal and janitorial services.</p> <p>[Office Space: User is responsible for all utilities, trash removal and janitorial services.]</p>
Additional Term	<ul style="list-style-type: none"> - This Agreement is subject to approval of the Airport. - User shall at all times maintain a valid Operating Agreement (or similar authority) issued by the Airport authorizing helicopter tours. Failure to maintain is grounds for termination under Section 3.2.

The Use and Occupancy Agreement (the “Agreement”) consists collectively of this Summary of Terms, the Schedules and Attachments hereto, and the Terms and Conditions (located at <https://www.atlanticaviation.com/terms-uo-a-t1> and incorporated by reference herein as if fully set forth herein).

Capitalized terms used but not defined in the Summary of Terms shall have the meaning ascribed to them in the Terms and Conditions.

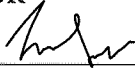
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by



USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS

their respective authorized officers as of the date set forth below their signature.

OPERATOR

By:  _____

Printed Name: Josh Lewis _____

Title: General Manager _____

Date: 04/07/2023 _____

USER

By:  _____

Printed Name: Justin Johnson _____

Title: President _____

Date: 04/05/2023 _____



**USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS**

ATTACHMENT A

- CAM Payments will decrease to \$550 per month October through March each calendar year.

AIRCRAFT (Registration Number, Make/Model and Manufacturer Serial Number)	REGISTERED OWNER	SPACE	SPACE USE FEE
Robinson R66, N7078X, SN:0571	Timberview Helicopters	Tie Down	\$250
Robinson R66, N179RR, SN:0179	Timberview Helicopters	Tie Down	\$250
		Middle Counter Space	\$500
		North Line Shack(Office)	\$250
		CAM (Building Upkeep)	\$1550

Robinson R66, N148R, SN: 0783
 Bell 206 L-4, N406MR, SN: 52368
 Robinson R66, N7078X, SN:0571
 Robinson R66, N179RR, SN:0179
 Robinson R44, N5678J, SN:13328

Higgins Leasing, P.O. Box 7327 The Woodlands, TX 77387-7327, 713-540-0161
 Timberview West, LLC, P.O. Box 10247 Kalispell, MT 59904, 850-333-8902
 Higgins Leasing, P.O. Box 7327 The Woodlands, TX 77387-7327, 713-540-0161
 Higgins Leasing, P.O. Box 7327 The Woodlands, TX 77387-7327, 713-540-0161
 Air First, LLC, 38 E. Washington, Ste. C, Kalispell, MT 59901, 850-333-8902

USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

SCHEDULE 1

OFAC Reporting Questionnaire

All fields within this questionnaire require a response. If the question does not pertain to the entity, enter "N/A" in response.

ENTITY INFORMATION
Full Legal Name of User (Must Match Name Listed in Summary of Terms) <i>(as it appears on government issued document)</i> Timberview Helicopters, Inc.
Physical address <i>(no P.O. Box or c/o)</i> 100 Country Club Dr. W Destin, FL 32541
Mailing Address <i>(if different from physical address)</i> 4008 Legendary Dr. Ste. 340 Destin, FL 32541
Aircraft Tail Number(s) N7078X, N148R, N179RR, N406MR , N5678J

USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS
SCHEDULE 2

AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH
DEBITS)

Customer Name Timberview Helicopters

Customer # _____

Direct Payment via ACH is the transfer of funds from a consumer account for the purpose of making a payment. I (we) authorize Atlantic Aviation to electronically debit my (our) account (and, if necessary, electronically credit my (our) account to correct erroneous debits) as follows:

Select One:

Checking Account

Savings Account

at the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Depository Name _____

Routing Number ____

Account Number _____

Amount of debit(s) or method of determining amount of debit(s) [or specify range of acceptable dollar amounts authorized]:


I (we) understand that this authorization will remain in full force and effect until I (we) notify Atlantic Aviation in writing, mailed to 5201 Tennyson Parkway #150, Plano, TX 75024 Attn: AR Dept. or by email to DL-Acct-AR@atlanticaviation.com that I (we) wish to revoke this authorization. I (we) understand that Atlantic Aviation requires at least seven (7) days prior notice in order to cancel this authorization.

Name(s) Justin Johnson

(Please Print)

Date 04/05/2023

Signature(s):



USE AND OCCUPANCY AGREEMENT

SCHEDULE 3

USER INSURANCE COVERAGE

Aircraft Liability and Physical Damage: The following insurance requirements shall apply to all Aircraft (including any substitute aircraft) identified on the Summary of Terms:

(i) Liability insurance for the Aircraft, both in flight and not in flight, including bodily injury to passengers and third parties; and property damage, premises liability, products liability, and personal injury liability damage arising from User's operations, including the ownership, maintenance or use of Aircraft and/or mobile equipment or use or occupancy of the Space under the terms of this Agreement in an amount not less than fifty million dollars (\$50,000,000) each occurrence and in the annual aggregate in accordance with industry standards (the minimum limit for personal injury liability shall be no less than twenty-five million dollars (\$25,000,000) each occurrence and in the annual aggregate). Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available;

(ii) All risk ground and flight physical damage insurance covering the Aircraft and personal property therein against any loss, theft or damage. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available; and

(iii) IF COMMERCIAL MAINTENANCE IS BEING PERFORMED ON PREMISES: Commercial General Liability Insurance including Premises, Products and Completed Operations, and Hangarkeepers Liability for bodily injury and property damage arising from User's use or occupancy of the Space provided for under the terms of this Agreement in an amount not less than fifty million dollars (\$50,000,000) each occurrence and in the annual aggregate in accordance with industry standards. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available. This coverage requirement shall be conditionally waived if User does not perform commercial maintenance operations on premises; however, this conditional waiver shall be automatically revoked, and User shall obtain the requisite coverage if User subsequently performs commercial maintenance operations on premises.

Property Insurance: Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed tools, equipment and other property of User and its agents, invitees and employees and coverage as is reasonable for loss of or damage to tools, equipment and property of third parties. Failure of the Customer to secure and maintain such insurance shall not, in any manner, obligate or render Operator, its agents or employees liable for claims of User or any third party for loss of or damage to such property.

Workers Compensation:	Coverage A	Workers Compensation – to statutory requirements
	Coverage B	Employers Liability – coverage limit of not less than one million dollars (\$1,000,000)

Automobile Liability Insurance: Automobile Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000) per occurrence for all of User's owned, non-owned, hired or leased vehicles operating on or proximate to the Airport premises. If User's activities require vehicle access and/or support equipment access to any areas of the Airport where aircraft are stored, serviced or operated, User will further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than one million dollars (\$1,000,000).

The above-referenced policies, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport and each of the foregoing's respective officers, directors, employees, agents, servants and contractors as "Additional Insureds." All policies will include a Breach of Warranty endorsement, a Waiver of Subrogation in favor of Additional Insureds (except where such damage results solely from the gross negligence or willful misconduct of Additional Insureds), and respond on a primary and non-contributory basis.

ATLANTIC
USE AND OCCUPANCY AGREEMENT
TERMS AND CONDITIONS

The Summary of Terms preceding these Terms and Conditions, along with the Schedules and Attachments hereto, are incorporated herein and binding on Operator and User. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Summary of Terms.

1. Use of Space and Provision of Fuel Services.

1.1 Operator grants User the right to use and occupy the Space as described in the Summary of Terms, the right to use the apron and access the common areas of the Facility (including restrooms, entry ways, hallways, lobbies, elevators, sidewalks, driveways parking areas and vending areas specified by Operator), and the rights of ingress and egress to and from the Airport taxiway (subject to any restrictions the Airport may impose from time to time). Unless otherwise provided in the Summary of Terms, the Space is common, non-exclusive, chosen by Operator, and used by other users. User will notify Operator promptly if User expects to replace the Aircraft (either on a temporary or permanent basis) with a substitute aircraft, and all provisions of this Agreement applicable to the Aircraft will, upon acceptance of such replacement or substitution, apply to any such substitute aircraft of the same type and size. User may use the Space only for the purposes(s) authorized under the Summary of Terms and shall obtain all required permits, authorizations, and approvals as required by any governmental jurisdiction, including the Airport, applicable to User.

1.2 User and Operator will comply with all applicable statutes, ordinances, rules, regulations, orders and requirements, now in force or which may hereafter be in force, regulating the use, occupancy or alterations of the Space, and User agrees to comply with the rules and regulations set forth on Schedule 1, which Operator may update or amend from time to time. User will not cause or permit the Space or the Facility to be used in any way which (i) constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, (ii) unreasonably interferes with the rights of other users of the Space or the Facility, or (iii) constitutes a nuisance or waste, or is disorderly, unsafe or hazardous. Nothing in this Agreement creates or purports to create any obligations of the Airport to User.

1.3 User will keep and maintain the Space and every part thereof in good and clean condition. User may only store equipment, parts, liquids, or other materials in the Space that have been approved by Operator and which are necessary for the operation of the Aircraft or to perform any maintenance or repair of the Aircraft that is permitted hereunder. User will not make any alterations or additions to the Space without first obtaining Operator's written permission and will return the Space at the termination of this Agreement in the same and in as good condition as exists on the Effective Date, reasonable wear and tear, modifications expressly approved in writing by Operator, and casualty not the fault of User excepted.

1.4 User is encouraged to provide Operator reasonable advanced notice for pull-outs and movements of any Aircraft and inbound Aircraft. Operator will be solely responsible for the towing or repositioning of all Aircraft into, out of and within the Space. User expressly agrees not to undertake the towing or repositioning of the Aircraft and will reasonably cooperate with Operator's safety protocols for the safe handling of the Aircraft. User will be solely responsible for securing the Aircraft at all times. Consistent with the foregoing obligations, User will ensure the Aircraft is secured in such a manner that enables Operator to tow or reposition the Aircraft at any time for purposes of ingress and egress to any portion of Operator's Facility.

1.5 Operator reserves the right to use the Aircraft hangar/parking portion of the Space during those times when the Aircraft is away from the Airport and to enter any portion of the Space at all reasonable times for the purpose of making any inspection it may deem appropriate to the proper enforcement of any of the covenants and conditions of this Agreement or any Airport Authority Requirement (as defined in Section 10.7 below), during an emergency, or to undertake repairs, additions, or alterations to the Space. Except in the case of an emergency, Operator will provide reasonable advance notice prior to entering the office portion of the Space (if any). Additionally, Operator reserves the right to temporarily relocate the Aircraft to reasonably similar space within the Facility upon reasonable prior notice to User; except that, in the case of an emergency, no prior notice is required.

1.6 User may perform light Aircraft maintenance, Aircraft cleaning, and other support-related services on the Aircraft exclusively either through User's employees or through contracted third parties that comply with Operator's established minimum insurance requirements; provided, however, that aircraft towing and fueling in connection with any such maintenance will be performed exclusively by Operator. User shall ensure that maintenance performed on the Aircraft within the Space will not impede Operator's or other user's use of the Facility. User shall coordinate with

Operator prior to any maintenance that requires the Aircraft to be immobilized. User is responsible for ensuring that its contracted third-party vendors comply with all applicable laws, rules, and regulations. Upon the request of Operator, User will cause any such third parties to execute a hold harmless and indemnification agreement in form and substance reasonably satisfactory to Operator and provide evidence to Operator of the insurance coverage maintained by the third parties. Minimum insurance requirements will be provided to User upon request.

1.7 Operator will provide fuel services at the Airport as User requests. User acknowledges that there is limited space at Operator's Facility for aircraft storage and parking, and that as consideration for the grant of rights pursuant to this Agreement, this Agreement is expressly conditioned on User's agreement that Operator is User's exclusive fueler at the Airport. The foregoing obligation applies only with respect to the Aircraft which is/are the subject of this Agreement and only with respect to User's requirements for aviation fuel for said Aircraft while at the Airport. If User breaches its obligation to purchase its requirement for aviation fuel exclusively from Operator while at the Airport, Operator may terminate this Agreement forthwith.

1.8 During the Term, User agrees to purchase no less than the Minimum Annual Fuel Gallons from Operator on an annual basis commencing on the Effective Date. The Minimum Annual Fuel Gallons can only be satisfied by the Aircraft uploading fuel at Operator's Facility. Any fuel purchased by other aircraft operated by, managed by or affiliated with User, or fuel purchased from an affiliate of Operator, will not be applied to the Minimum Annual Fuel Gallons calculation. The Minimum Annual Fuel Gallons requirement will be prorated on a daily basis for any partial contract year during the Term and may be adjusted on each anniversary of the Effective Date.

1.9 Operator will charge User the Fuel Charge (i.e., Operator's Fuel Cost plus Fuel Margin) for each gallon of aviation fuel uplifted for the Aircraft during the Term. "Operator's Fuel Cost" means the then-current cost of fuel to Operator on the date of the fuel purchase. Current costs are calculated from a PLATT prior week mean plus freight, a differential, applicable taxes and fees paid to Operator's supplier, and certain airport-imposed taxes and fees assessed on the provision of fuel. Operator's Fuel Cost calculations may change if Operator changes fuel suppliers. Additionally, User will be responsible for all taxes and fees assessed on the provision of fuel to User to the extent not included in Operator's Fuel Cost. Posted Retail means the posted retail fuel price for Jet-A fuel at the applicable Airport. The Fuel ITP, if any, will increase annually as set forth in Section 2.3 of these Terms and Conditions.

1.10 Annually, at the end of each contract year, Operator will invoice User for the shortfall, if any, between the Minimum Annual Fuel Gallons and the actual gallons of aviation fuel uplifted during such contract year, multiplied by the Fuel Margin. Annual fuel invoices must be paid no later than 15 days following receipt thereof.

1.11 This Agreement creates only a license terminable as set forth herein. Nothing in this Agreement will be construed or deemed to construe a grant of an interest in real property, nor to convey an estate or to vest property rights in User. This Agreement and its performance do not create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

2. Use Fees.

2.1 User will pay to Operator the Space Use Fees, Common Area Maintenance Fees and Fuel Charges (collectively, the "Use Fees") and Ancillary Service Fees set forth in the Summary of Terms and without deduction or offset for any cause, as follows: (i) Monthly Space Use Fees and Common Area Maintenance Fees are payable in advance on the first day of each month during the Term in consideration of User's use and occupancy of the Space and for the provision of other services, as applicable. Monthly Space Use Fees and Common Area Maintenance Fees will be prorated on a daily rate basis for any partial month during the Term and (ii) Fuel Charges, Ancillary Service Fees, and any daily Space Use Fee are payable immediately at the time services are provided by Operator unless otherwise indicated in the Summary of Terms. Notwithstanding the foregoing, if the Monthly Space Use Fee is greater than \$1,000, then User must pay Monthly Space Use Fees and Common Area Maintenance Fees by automatic ACH debit. A surcharge of 3% of the amount charged will be applied to any Use Fees or other amounts paid by User under this Agreement by credit card. The Common Area Maintenance Fee is determined by Operator based on the proportionate Space that User may occupy at the Facility, which determination is final.

2.2 Upon execution of this Agreement, User will: (i) execute Operator's form ACH debit Authorization Form, attached to the Summary of Terms as Schedule 2, (ii) deliver and maintain with Operator a credit card authorization with a spending limit sufficient to support User's credit card payment obligations set forth in this Agreement; and (ii) pay and maintain with Operator a Security Deposit in the amount set forth in the Summary of Terms. The Security Deposit will be held by Operator to guarantee the full and faithful performance of User's payment obligations under

this Agreement and may be applied by Operator without notice to User against any obligation of User due under this Agreement that is not paid when due. When applying the Security Deposit to User's obligations, Operator does not waive Operator's right to any other remedy provided by this Agreement or by law. Upon notice from Operator that it has drawn down on the Security Deposit, User will promptly (and in no event longer than ten (10) calendar days) replenish the Security Deposit to the original amount. Operator reserves the right to adjust the Security Deposit throughout the Term. After termination of this Agreement and following payment by User of all outstanding obligations to Operator under the Agreement, the credit card authorization will be destroyed, and the Security Deposit will be returned; provided that Operator has authority to use the credit card and/or Security Deposit to pay any amounts owed and unpaid five (5) business days following such termination.

2.3 User agrees that, during the Term: (i) Space Use Fees and Fuel ITP, if any, will be subject to review and adjustment by CPI-U (as defined below) plus 2.5% on or around each anniversary of the Effective Date or such other date as set forth in the Summary of Terms; (ii) Common Area Maintenance Fees will be adjusted on each anniversary of the Effective Date for increases in Operator's estimated cost to operate, manage and maintain the Facility, including maintenance, repair, cleaning, landscaping, security, insurance, utilities (other than any separately metered utilities paid directly by User), and costs and taxes (other than state or federal income taxes of Operator); (iii) any Use Fee is subject to review and adjustment at other times by giving User not less than sixty (60) calendar days written notice, provided that Operator will not make such adjustments more than one time in any twelve (12) month period; and (iv) Ancillary Service Fees may be adjusted at any time. Notwithstanding anything to the contrary in this Agreement, if at any time during the Term the Airport increases the amount due by Operator to the Airport, Operator may increase the Use Fees by up to the percentage increase imposed by the Airport on Operator's leasehold interest or services, as the case may be. In the event of such increase by the Airport, Operator will provide User with at least thirty (30) calendar days advance written notice of the revised Use Fees. After the effective date set forth in any notice provided in this Section 2.3, the new Use Fees will become effective automatically for all purposes, unless and until further adjustments are made to the Use Fees in accordance with this Section 2.3. "CPI-U" is the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) during the immediately preceding contract year. The index month three (3) months prior to the anniversary month for the current year and the previous year will be used to determine the percent increase. In no event will any Use Fee be decreased due to changes in the CPI-U.

2.4 In addition to Use Fees and Ancillary Fees, User will be responsible for and pay to Operator all applicable Airport use fees, concession fees, facility fees, fuel flowage fees, and other charges and fees imposed or assessed by the governing body of the Airport on the provision of aircraft storage, fuel, or other services rendered by Operator to User, together with any sales, use, excise, or other taxes imposed by any governmental jurisdiction by virtue of said services. User is solely liable for all taxes, fees and other charges assessed or imposed on or by User's operations or businesses at the Airport. Under no circumstances will Operator be liable for or required to pay any tax, fee, assessment or other charge owed by User, including any taxes, fees, assessments, or charges applicable to User or any of User's businesses owed to the Airport.

2.5 User will pay for Utilities, Trash Removal, and Janitorial Services as indicated on the Summary of Terms. Neither Operator nor its agents, affiliates or contractors shall be liable for any damages caused as a result of a failure to supply utilities to the Space, unless such failure is due to Operator's gross negligence or intentional misconduct.

2.6 If User fails to pay in full any Use Fees or other amounts provided for in this Agreement within five (5) business days after the same becomes due and payable, Operator is authorized to submit such charges for payment on User's credit card. User is obligated to pay a late charge equal to five percent (5%) of the amount, or any portion thereof, not so paid when due. In addition, any fees or other amounts, or any portion thereof, to be paid by User pursuant to this Agreement which are not paid in full within ten (10) business days after the same becomes due and payable will bear interest at a rate equal to eighteen percent (18%) per annum, accruing from the date such amount became due and payable to the date of payment thereof by User. Such interest shall constitute additional Use Fees due and payable to Operator by User upon the date of payment of the delinquent payment referenced above.

3. Term and Termination; Operator's Remedies.

3.1 This Agreement commences on the Effective Date and continues for the Initial Term. After the Initial Term, this Agreement will continue in effect from year to year, being automatically renewed on each anniversary of the Effective Date (each a "Renewal Term") unless either party gives written notice of termination, with or without

cause, to the other party at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term. The Initial Term together with each Renewal Term is referred to as the “Term.”

3.2 Following the first anniversary of the Effective Date, Operator may terminate this Agreement at any time upon sixty (60) calendar days prior written notice to User.

3.3 User may terminate this Agreement upon fifteen (15) calendar days prior written notice to Operator if User sells the Aircraft or the Aircraft is lost or destroyed, and User does not replace the Aircraft.

3.4 Operator may terminate this Agreement upon written notice to User following an Event of Default (as defined below) by User and failure by User to cure such Event of Default within the applicable cure period.

3.5 This Agreement will automatically terminate upon the termination or expiration of the applicable lease agreement between Operator and the Airport for any reason or as otherwise expressly directed in writing by the Airport. No damages, monies, or compensation will be owed to User by Operator for such early termination.

3.6 Upon the effective date of expiration or termination of this Agreement, User will remove all of User’s property from the Space and pay to Operator all outstanding Use Fees and any other amounts due and owing Operator under this Agreement. If User should fail to vacate the Space on such expiration or termination date, User will be deemed to be a trespasser and Operator may peaceably enter upon the Space and remove or dispose of User’s property (including the Aircraft) without further notice, demand or court proceeding and without liability to User. Operator is under no duty or obligation to store or maintain any of User’s property at any time and is not liable to User for any damage to or destruction of such property. Additionally, if User fails to vacate the Space, the Space Use Fees will be increased to 200% of the then-current Space Use Fee as a “holdover fee” and User shall reimburse Operator for, and indemnify Operator against, all damages, costs, liabilities and expenses, including storage costs and reasonable attorneys’ fees permitted by law, which Operator shall incur on account of User’s delay in vacating the Space.

4. Events of Default.

4.1 Each of the following events constitutes an “Event of Default” under this Agreement on the part of User:

(a) the failure of User to pay and deliver to Operator any payment after same is due, or the breach or violation by User of any Airport Authority Requirement, Airport safety protocol or Operator safety protocol, in all such cases which are not cured within five (5) business days after Operator gives User written notice of such default; provided, that, Operator is only obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(b) the failure of User to comply with any other non-monetary related provision of this Agreement as soon as reasonably practical and in any event within five (5) business days after written demand by Operator; provided, that, Operator is only obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(c) the filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act by or against User or any voluntary or involuntary proceedings in any court are instituted to declare User insolvent or unable to pay User’s debts, and in the case of any involuntary petition or proceeding if same is not dismissed within sixty (60) calendar days from the date it is filed, or if User makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of User or if User’s interest hereunder is levied upon execution or its attached by process of law and not discharged or dismissed within sixty (60) calendar days, the inability of User to meet its obligations as they become due, or the taking of any corporate action in furtherance of any of the foregoing;

(d) the sublicensing of all or any portion of the Space or assignment or encumbrance of all or any portion of its interest in this Agreement whether voluntary, involuntary or by operation of law, except as permitted in Article 5;

(e) vacating or abandoning the Space for thirty (30) or more consecutive calendar days;

(f) use of the Space for a purpose other than that permitted; and

(g) notwithstanding Section 4.1(b) above, violation of Article 8, Anti-Bribery, Anti-Corruption, whereupon no cure period will be permitted, and Operator may terminate the Agreement immediately.

4.2 Upon the occurrence of an Event of Default, Operator has the right, in its sole discretion and without limiting any other legal or equitable remedies available to it, to pursue any one or more of the following remedies: (i) terminate the Agreement as set forth in Section 3.4; (ii) remove the Aircraft and all personal property and take all further action as set forth in Section 3.6; (iii) declare all amounts due for the remaining Term be immediately due and payable and require immediate payment thereof from User; (iv) cure the default and require immediate reimbursement by User of the cost actually incurred by Operator in curing such default, with interest thereon at the rate of one percent (1%) per month (12% per annum) from the date such cost is incurred until the date of reimbursement by User to Operator; (v) demand reimbursement by User of all attorneys' fees incurred by Operator as a result of such Event of Default, to the extent permitted by law; (vi) relicense the entire Space or a portion thereof to a third-party; and (vii) demand payment of other amounts necessary to compensate Operator for all the harm proximately caused by User's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

5. No Assignment or Sublicense. User will not assign, sublicense, or otherwise transfer or encumber this Agreement or its rights or obligations under this Agreement, or permit occupancy or use of the Space in whole or in part, by another party or aircraft without Operator's prior written consent. Any attempted assignment, sublicense, or other transfer without Operator's prior written consent will be null and void.

6. Insurance.

6.1 At all times during the Term, User agrees that it will maintain at its expense, in full force and effect, with insurers of recognized responsibility, required insurance coverage(s) as set forth in the Summary of Terms as Schedule 3. All such insurance, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors and employees as additional insureds (collectively, the "Additional Insureds"), include a breach of warranty endorsement, and respond on a primary and non-contributory basis. User and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the gross negligence or willful misconduct of the Additional Insureds. Prior to commencing the use or occupancy of the Space, User will deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). User will provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate and within thirty (30) days of request from Operator not more than one (1) time per calendar year. User acknowledges and agrees that its failure to provide the certificates of insurance required under this Article 6 and/or Operator's failure to demand delivery of said certificates will not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision. User will hold Operator harmless from any liability arising as a result of any such failure(s) to secure and maintain their respective obligations under this Agreement.

6.2 Operator agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, the minimum insurance coverage(s) required under any Airport Authority Requirement. For the avoidance of doubt, at all times during the Term, Operator shall maintain, at Operator's sole cost and expense, aviation general liability insurance with respect to aircraft hangared at the Airport in an amount no less than Twenty-Five Million United States Dollars (U.S.\$25,000,000.00).

7. Indemnification Obligations; Limitations on Liability; Waiver of Jury Trial; Environmental.

7.1 User agrees to indemnify, defend, save and hold harmless the Additional Insureds, to the full extent allowed by law, from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) including for property damage, bodily injury, or death ("Claims") arising out of or in connection with: (i) User's breach of any term, condition, covenant, or obligation of this Agreement; (ii) the use and occupancy of the Space and the Facility by User and User's officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom User controls or has the right to control or who is acting through or on behalf of User or to confer an economic benefit on User (collectively with User, "User Parties"), regardless of where Claims may occur,

that in any way relate to or arise out of this Agreement; and (iii) User's use of or activities at, on, or around the Airport. User's indemnification obligation is reduced to the extent any Claims are caused solely by the gross negligence or willful misconduct of Operator.

7.2 Operator covenants and agrees to repair, or cause to be repaired, at Operator's own cost and expense, any damage to the Aircraft to the extent such damage is caused solely by the negligence or willful misconduct of Operator while performing towing, fueling and/or detailing services on or proximate to the Aircraft.

7.3 THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES WILL OPERATOR, ATLANTIC AVIATION FBO INC., THEIR PARENT COMPANIES, AND THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC. ("ATLANTIC PARTIES"), OR THE AIRPORT BE LIABLE TO ANY USER PARTIES, NOR WILL USER BE LIABLE TO ANY ATLANTIC PARTIES, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE)

7.4 **Unless prohibited by state law, User and Operator further knowingly, intentionally and voluntarily waive any right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement or the use and occupancy of the Space. User and Operator each acknowledges that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that User and Operator each has had the opportunity to discuss this waiver with counsel. User and Operator each further acknowledges that it has read and understands the meaning and ramifications of this waiver provision, as evidenced by its signature below.**

7.5 User and User Parties bear the sole risk for all personal property of User and User Parties in and on the Space or the Facility. Operator will in no event be liable to any such person or party for damage to, theft or loss thereof, except as specifically set forth in Section 7.2 above. Operator does not guarantee the security or safety of User Parties. Any safety or security measures taken by Operator are to protect its own interest, and do not create any liability of Operator to User or User Parties.

7.6 User agrees not to store or maintain hazardous or toxic materials, petroleum, and/or regulated substances, materials, chemicals or waste, as defined by local, state, and federal environmental regulations (collectively, "Hazardous Substances") on or in the Space or the Facility (with exception of fuel and oil on board the Aircraft, as well as cleaning and other solvents and aircraft consumables of types and amounts approved by Operator used for permitted aircraft maintenance; provided that storage, handling and disposal of such solvents or consumables will be in containers that meet the specifications of applicable guidelines and regulations) without prior written authorization from Operator which may be withheld in Operator's reasonable discretion. User will be responsible for proper handling, removal, storage and disposal of all Hazardous Substances used or stored by User Parties at the Space and/or in other areas of the Facility at its expense and in accordance with local, state, and federal guidelines and regulations or any environmental compliance program of Operator or the Airport. In the event of a spill or release of a Hazardous Substance by a User Party, User will notify Operator immediately. User hereby appoints Operator as its agent for the removal or remediation, at Operator's election, of any such spill or release and agrees to cooperate fully with Operator or its designated contractors in connection with such removal or remediation. Any such spill or release, and any hazardous waste resulting therefrom, and the removal or remediation thereof, will be at User's sole cost and expense. User must reimburse Operator for all costs, including emergency response, investigation, remedial efforts, overhead, administrative costs, and attorneys', professionals', and expert witness fees, incurred in connection with the removal or remediation of such spill or release within ten (10) days of demand. Any such amount will be deemed additional Use Fees under this Agreement.

7.7 User shall indemnify, defend, save and hold harmless the Additional Insureds to the full extent allowed by law, from and against any and all Claims resulting from any release or spill of a Hazardous Substance which arise during or after the Term as a result of (i) User's violation of any environmental law pertaining to the use, storage, handling or disposal of Hazardous Substances at the Space or the Facility, or (ii) the presence, use, storage, treatment, disposal, spill, release or discharge of Hazardous Substances at, on or from the Space or as a result of User's operations or use of the Space or Facility during the Term. The indemnification by User pursuant to this paragraph includes, without limitation, costs incurred in connection with any investigation of site conditions (i.e., professional fees) and

any cleanup, remedial, removal, or restoration work required by the Airport authority, any federal, state or local governmental agency or political subdivision or deemed advisable by Operator because of Hazardous Substance present in the soil or ground water on or under the Space or the Facility.

8. Anti-Bribery; Anti-Corruption. User and User's affiliates will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Operator or its affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decision or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery laws. User represents and warrants that neither User, the Registered Owner(s) and/or beneficial owner(s) of User or the Aircraft, nor their affiliates, owners, shareholders, officers or directors own or are controlled by a "Restricted Person," which is defined as (i) the government of any country subject to an embargo imposed by the United States government, (ii) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (iii) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States government, or (iv) individuals or entities identified by a government or legal authority with whom User or its affiliates, or Operator or its affiliates, are prohibited or restricted from dealing with, including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. User acknowledges and agrees that this is a continuous and ongoing representation and warranty, that it will immediately notify Operator in the event that any of the foregoing become a Restricted Person and, as part of Operator's trade sanctions policy, and that it will truthfully complete the OFAC Reporting Questionnaire, attached to the Summary of Terms as Schedule 1, and deliver an updated OFAC Reporting Questionnaire to Operator upon any change to the information contained thereon throughout the Term. User shall return the completed questionnaire to Operator **no less than five (5) business days prior to the Effective Date**. User represents and warrants that User is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. If User learns that conduct has or may have occurred in violation of this Article, User will immediately notify Operator. Notwithstanding anything to the contrary in this Agreement, Operator may refuse access to the Facility (including the Space and all property therein) if required under any sanctions law applicable to any Restricted Person and may temporarily refuse such access while confirming whether the foregoing is or is not subject to such sanctions.

9. Emergency Event Procedures. It is the express sole obligation and responsibility of User to provide for the safety, security and evacuation of its Aircraft, equipment and staff during any approaching storm, hurricane, flood, wildfire, natural disaster, or other significant emergency event ("Emergency Event"). User acknowledges that there is no guarantee for the safety of any Aircraft from Emergency Events and that Operator will assume no liability for damage to any of the Aircraft or User's property resulting from such Emergency Event.

10. Miscellaneous.

10.1 Force Majeure. Except for the payment of any sums due under this Agreement by User and User's obligations set forth in Article 9, neither party shall be liable for its failure to perform under this Agreement that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, pandemic, epidemic, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control; provided, however, should such party's inability to perform due to the force majeure continue for more than sixty (60) consecutive calendar days, either party may terminate this Agreement upon thirty (30) calendar days written notice.

10.2 Confidentiality. User and Operator each agree that it shall treat as confidential all information provided to it (the "Receiving Party") by the other party (the "Disclosing Party") regarding the Disclosing Party's business and operations including, but not limited to, the terms of this Agreement. All confidential information provided by the Disclosing Party hereto shall be used by the Receiving Party solely for the purposes of performing its obligations under this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such Providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section 10.2 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation. This Confidentiality section shall survive expiration or termination of this Agreement.

10.3 Authority. User represents and warrants that (i) it has rightful possession of the Aircraft listed on the Summary of Terms and OFAC Questionnaire hereto on the Effective Date and (ii) it is fully authorized to enter into this Agreement on behalf of the User and any Registered Owner(s) and ultimate beneficial owner(s) of the Aircraft and to bind the User and any Registered Owner(s) and ultimate beneficial owner(s) of the Aircraft to the terms and conditions set forth in this Agreement.

10.4 Notice. Except as otherwise provided by this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers, and other communications required or permitted under this Agreement must be in writing and addressed to User and Operator (attention: General Manager) and delivered to the addresses set forth in the Summary of Terms via U.S. Mail, recognized overnight courier service or electronic mail (which for emails to Operator, will be delivered to its general manager, with a copy, which shall not constitute notice, to its General Counsel). Notice is deemed given upon receipt or refusal of first delivery (in the case of an overnight courier service, receipt shall be evidenced by the delivery confirmation recorded in the normal course of business by such courier service) and in the case of notice sent by email, the business day upon which the receiving party receives such email from the person from whom the email is addressed, or if not sent on a business day then on the next succeeding business day. No party may contest the form of any notice that is actually received. For purposes of notices required under this Agreement, any changes to the contact information set forth in the Summary of Terms (including but not limited to the mailing address or email address) shall be provided to the other party by written notice.

10.5 Non-Waiver. No delay, waiver, omission, or forbearance on the part of Operator to exercise any right or power arising from any breach or default by User under this Agreement will constitute or be deemed a waiver by Operator of any such right or power including, without limitation, the right to declare User in default under this Agreement for any subsequent breach. To the extent that User enjoys any sovereign or analogous immunity pursuant to any domestic laws, as the same may be amended from time to time (or the benefit of any aspect thereof) with respect to this Agreement or User's obligations hereunder, User hereby irrevocably waives such immunity.

10.6 Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available at law or in equity.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and will not be supplemented, amended, or modified except by a written instrument duly executed by the parties hereto. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the parties. User acknowledges and understands that the Airport is an intended third-party beneficiary of this Agreement and Operator is subject to certain Airport Authority Requirements. This Agreement, and all rights, privileges and obligations set forth herein are subject to and subordinate to all Airport Authority Requirements. In the event of a conflict between the terms of this Agreement and any Airport Authority Requirement, the Airport Authority Requirement shall control. Further, nothing in this Agreement creates or purports to create any obligations of the Airport to User. "Airport Authority Requirements" mean any federal, state, local, municipal, statute, resolution, ordinance, code, edict, decree, rule, directive, regulation, ruling, requirement, lease or operating agreement (including, but not limited to, the agreement or combination of agreements between Operator and the Airport providing the terms and conditions by which Operator may operate and use the Facility and each Space) that is issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body, applicable to Operator, User, or other operations, operators, and users at the respective airport. "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

10.8 Survival. Articles 3, 4, 7 and 8, the right of Operator to collect Use Fees due and owing, and such other provisions that by their nature are intended to survive termination, will survive and continue in full force in accordance with the terms of this Agreement notwithstanding any expiration or termination of this Agreement.

10.9 Choice of Law; Venue; Severability. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Space is located without regard to its conflicts of laws rules. User and Operator hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Space is located for the resolution of any dispute arising under this Agreement, and User and Operator expressly waive any defense or claim of inconvenient forum. In the event any legal authority determines that

any provision in this Agreement is illegal, unenforceable, or invalid in whole or in part for any reason, such provision shall be deleted but all valid and enforceable provisions shall remain.

10.10 Headings. The headings of the articles, paragraphs, and sections contained in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement.

10.11 Counterparts. This Agreement may be executed in one or more counterparts and executed counterparts may, without limitation be exchanged by portable document format (pdf) by electronic mail or facsimile transmission. After exchange, each counterpart will be an original and all counterparts together will constitute one and the same instrument.

10.12 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 persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida and other states. Additional information regarding radon and radon testing may be obtained from Florida's county public health units and the county health agency in other states.

USE AND OCCUPANCY AGREEMENT

SCHEDULE 1

RULES AND REGULATIONS

These guidelines are not all-inclusive and may be modified or added to at any time by Operator provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Operator to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to User.
3. A clean work area is the responsibility of User. It is Operator's intention to maintain a high degree of cleanliness. All spills and debris are to be contained and cleaned by User immediately.
4. User may not store any aircraft parts or service equipment, cleaning supplies, lumber, metal, machinery, liquids or other materials inside or outside the Space or Facility, except for equipment, parts, liquids or other materials approved by Operator and which are necessary for the operation of the Aircraft or to perform any maintenance or repair of the Aircraft User is permitted to perform hereunder, provided that such items are safely and properly stored within the Space or another area designated in writing by Operator.
5. User may not use, keep or permit to be used or kept, any foul or noxious gas or substance in the Space, or permit or suffer the Space to be occupied or used in a manner offensive or objectionable to Operator by reason of noise, odors and/or vibrations or in a manner which will in Operator's judgment damage any part of the Hangar or impact the use of other licensees
6. No vehicles are permitted in the hangar or other restricted areas, other than Operator-owned tugs for repositioning aircraft and forklift operations as necessary.
7. All radio and music reproduction equipment are banned from the hangar floor. User may play music inside of its shop or office Space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
8. User shall not block open any hangar access doors or fire doors.
9. Operator will not provide car parking and transportation to the commercial airline terminal for individuals not directly using User's Aircraft at the Facility.
10. All of User's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the Airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by User.
11. Pets are not permitted at the Facility, except when present in connection with a specific trip. All pets must be either on-leash or crated while at the Facility.

**LEASE # L08-0326-AP
MD HANGAR, LLC
DAP HANGER LEASE BLOCK 7, LOT 1
EXPIRES: 05/17/2035**

**AMENDMENT OF LEASE L08-0326-AP
M D HANGAR, LLC. HANGAR LEASE AT THE
DESTIN EXECUTIVE AIRPORT**

This Amendment of Lease made and entered into this 7th day of August, 2018, hereby approves this Second Amendment for lease L08-0326-AP (“the Lease Agreement”), between M D Hangar, LLC, (“Lessee”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on May 28, 2013, Lessee entered into an Hangar Space Renewal Agreement, L08-0326-AP with the County for Hangar Space at the Destin Executive Airport with a current expiration date of May 17, 2035; and

WHEREAS, on November 15, 2016 the Board approved the new language for storage of items in the hangar, which the parties now desire to incorporate within the Lease Agreement; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific provisions in leases. These provisions are being incorporated in this amendment as listed in Exhibit “A”; 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 agrees to the following:

AMENDMENT

1. Section 2 titled “Aircraft Ownership” of L08-0326-AP is hereby replaced in its entirety with the following provision:

The Aircraft assigned to the Leased Premises must be identified in this Lease agreement as set forth in Exhibit “B”, attached hereto and incorporated herein. The assigned aircraft is the only aircraft permitted under this Lease Agreement to be stored pursuant to this Agreement. In the event Lessee is granted prior written permission to store substitute or additional aircraft on the Premises, Lessee shall provide to the Airport all information for such substitute or additional aircraft as set forth in Exhibit “B” plus proof of required insurance coverage provided to County, prior to any aircraft being stored on the Premises. All provisions of this Lease Agreement applicable to the original aircraft shall also apply to the substitute or additional aircraft. Failure to provide such information prior to any

storage of the substitute or additional aircraft shall be deemed a material breach of this Lease.

2. Section 6 titled "Escalation Clause" of L08-0326-AP, is deleted and replaced as follows:

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

3. Section 10 titled "Care of Leased Premises" of L08-0326-AP, is deleted and replaced as follows:

Lessee shall keep said hangar and premises neat, clean, and orderly at all times. Hangars located on airport property shall be used for aeronautical purposes. Lessee is permitted to store non-aeronautical items in hangars provided the items do not interfere with the aeronautical use of the hangar and or impede the movement or access of the aircraft or other aeronautical contents of the hangar. All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

4. Section 12 titled "Taxes" of L08-0326-AP, is deleted and replaced as follows:

Taxes and Assessments: Lessee shall pay all taxes, assessments, and other similar charges required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County, if so authorized, which by law may be levied or assessed against any of the premises occupied by Lessee pursuant to this Lease Agreement, or which may arise out of or are identical to the conduct of Lessee's operation and activities under this Agreement or by reason of Lessee's occupancy of its facilities or use of County facilities under this Agreement. Lessee shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Lease Agreement.

5. Section 17c titled "Insurance" of L08-0326-AP, is deleted and replaced as follows:

All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, Lessee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, FL 32542-1498. On request, Lessee shall deliver an exact copy of the policy or policies including all endorsements.

6. Section 26 "Place of Payments" of L08-0326-AP, is hereby deleted and replaced as follows:

All payments and notices to COUNTY shall be given or mailed to the following address: Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin Air Force Base, Florida, 32542-1498.

7. Lessee agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", attached hereto and incorporated herein.

8. All other provisions of the Lease Agreement shall remain in full force and effect through the duration of the Lease term.

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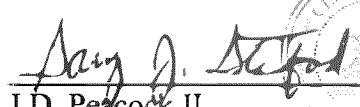
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

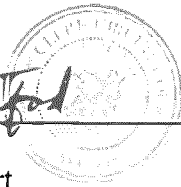


Graham W. Fountain
Chairman, Board of County Commissioners
Date: 8/7/18

ATTEST:



J.D. Peacock II
Clerk of Circuit Court



LESSEE

[Handwritten signature of Michael Daugherty]

M D Hangar, LLC

Michael Daugherty

Date: 6/19/18

ATTEST:

[Handwritten signature of Augie J. Harris]

Witness

[Handwritten signature of Vela J. Harris]

Witness

ACKNOWLEDGMENTS

STATE OF Georgia
COUNTY OF Cherokee

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL DAUGHERTY 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 June, 2018, AD.



[Handwritten signature of Dillon Lee Mulkey]
NOTARY

My Commission Expires: May 23, 2022

Exhibit "A"

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 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 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, 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 lease, 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 subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the 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 lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of 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 lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline'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 Contractors.

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

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

Exhibit "B"

LEASED PREMISES AIRCRAFT INFORMATION

LESSEE NAME	M D Hangar, LLC
DTS Block 7 Lot 1	
Aircraft Manufacturer	CIRRUS DESIGN GROUP
Aircraft Model	SR22
Aircraft Year	2007
Aircraft N-Number	N476SR
Aircraft Registered Owner	MJD ADVISORY SERVICES, LLC
Remarks	N/A

AMENDMENT NUMBER ONE

TO

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

MD HANGAR, LLC

This AMENDMENT NUMBER ONE, fully executed this 28th day of May, 2015, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and MD HANGAR, LLC (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, the LESSEE entered into Lease for Hangar Space Renewal effective May 28, 2013; (the "LEASE") for the purpose of permitting LESSEE to maintain one (1) hangar for storage of individually-owned/corporate owned aircraft on BLOCK 7 LOT 1 at the Destin Executive Airport (the "DTS") in Okaloosa County, Florida (the "AIRPORT"), with an expiration date of May 17, 2033; and

WHEREAS, this AMENDMENT 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, Supplemental Agreements, Amendments and Assignment of Leases; and

WHEREAS, the Board of County Commissioners (the "Board") in open session on February 17, 2015 eliminated the requirement to have lessees pay for the 10 foot setback from the footprint of hangars. The Board also authorized the term and associated expiration date to be extended for two (2) additional years as fair compensation for the previously paid setback rent. The Lessee's revised square footage will be included in the annual increase effective for the October 2015 invoicing.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Lessee agree as follows:

SECTION 1:

The new expiration date of this Lease will be May 17, 2035.

LEASE # L08-0326-AP
MD HANGAR, LLC
DAP HANGAR LEASE BLOCK 7, LOT 1
EXPIRES: 05/17/2035

SECTION 2:

Section 5 a: Ground Lease is amended to read:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted every year in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to Okaloosa County, Okaloosa County Airports, 1701 State Road 85 North, Eglin, Air Force Base, Florida 32542-1498. The Lease includes THREE THOUSAND SIX HUNDRED FIFTY (3,650) square feet at ONE DOLLAR AND FIFTY FIVE CENTS (\$1.55) per square foot per year for a total annual cost of FIVE THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS AND FIFTY CENTS (\$5,657.50) plus tax.

SECTION 3:

Section 28: Legal Description is amended to read:

Block 7 Lot 1. Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence N.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 14.03 feet; Thence departing said East line proceed N.52°00'00"E for a distance of 223.26 feet to THE POINT OF BEGINNING; Thence N.38°00'00"W. for a distance of 48.24 feet; Thence N.52°00'00"E. for a distance of 75.67 feet; Thence S.38°00'00"E. for a distance of 48.24 feet; Thence S.52°00'00"W for a distance of 75.67 feet to the POINT OF BEGINNING. Parcel described contains 3650 square feet or 0.083 acres.

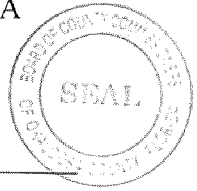
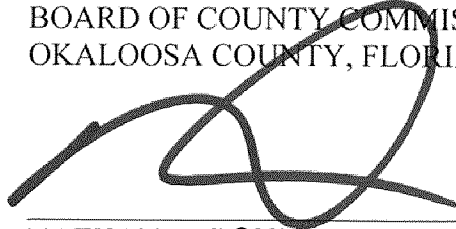
SECTION 4:

All other provisions of the Lease, as subsequently amended, shall remain in full force and effect.

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

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



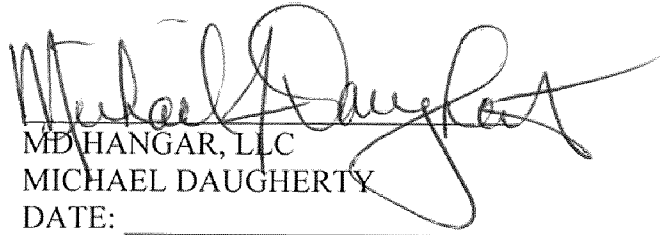
NATHAN D. BOYLES
CHAIRMAN

ATTEST:



J.D. PEACOCK, II
CLERK & COMPTROLLER
OKALOOSA COUNTY, FLORIDA

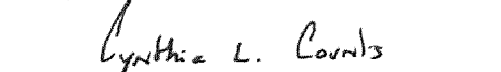




MD HANGAR, LLC
MICHAEL DAUGHERTY
DATE: _____



WITNESS



Cynthia L. Counts
PRINT NAME



WITNESS



Joseph Pope
PRINT NAME

ACKNOWLEDGMENTS

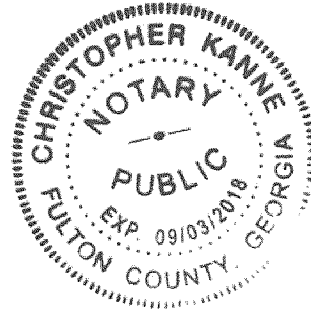
STATE OF Georgia
COUNTY OF Fulton

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL DAUGHERTY 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 17th day of March, 2015, AD.

Chris K
NOTARY

My Commission expires: 9/3/18



LEASE FOR HANGAR SPACE RENEWAL

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

LEASE # L08-0326-AP
MD HANGAR, LLC
DAP HANGAR LEASE BLOCK 7, LOT 1
EXPIRES: 05/17/2033

MD HANGAR, LLC

You have exercised your option to renew your lease for an additional twenty years. This LEASE FOR HANGAR SPACE, fully executed this 28th day of May, 2013, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and MD HANGAR, LLC (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

SECTION 1: TERM

This LEASE renewal shall be for a term of TWENTY (20) years and shall take effect on May 18, 2013 and end on May 17, 2033.

SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

SECTION 3: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

SECTION 4: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

SECTION 5: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal and by a survey/legal description to include ten (10) feet around the actual footprint of the hangar. The ten feet around the hangar will be the responsibility of the LESSEE to maintain. The fee shall be adjusted annually in accordance with Section 6. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at ONE DOLLAR FIFTY CENTS (\$1.50) cents per square foot per year for a total annual cost of SIX THOUSAND TWO HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$6,205.50) plus tax.

b. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of sixty days, LESSOR shall have the option to terminate this Agreement.

SECTION 6: ESCALATION CLAUSE:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") from the date of the original execution hereof by both parties. 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: UTILITIES

COUNTY does not assume any responsibility in providing utilities to the Leased Premises. LESSEE will pay all utility charges and costs of installation.

SECTION 8: RIGHTS OF LESSOR

a. It is understood and agreed that COUNTY may, in connection with the future development of said AIRPORT, require the space hereinabove for permanent buildings and/or other development. In such case, COUNTY shall give written notice to LESSEE. After THIRTY (30) days from said written notice, COUNTY shall have the right at COUNTY's expense, to remove said hangar and erect it at said AIRPORT as designated in writing by COUNTY, provided that said new location is reasonably, feasibility, accessible to the taxiways and runways.

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION 9: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be

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

SECTION 10: CARE OF LEASED PREMISES

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times. LESSEE shall not store anything on the premises other than those items specifically required to maintain the owner's aircraft in accordance with Federal Aviation Regulations (FAR's). All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

SECTION 11: MAINTENANCE IN LEASED PREMISES

LESSEE shall insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

SECTION 12: TAXES

LESSEE shall pay all taxes or other governmental charges of any nature or kind which may be imposed on rental or lease payments or assessed upon the hangar or improvements and upon any aircraft or other property kept therein promptly when due.

SECTION 13: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the initial 20 year term a new lease fee will be established upon assignment or transfer based on an independent appraisal conducted at the direction of the COUNTY. LESSEE shall have thirty (30) days from the furnishing of the copy of the appraisal to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded. Following the initial 20 year term, rent will be based on the ground values by an independent appraisal.

Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this LEASE or any portion of this LEASE at any given time without prior written consent of COUNTY.

SECTION 14: INSPECTION ON ASSIGNMENT

LESSEE agrees that upon assignment of this Lease by LESSEE, LESSOR shall have the right to inspect the leased premises and require that the hangar and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION 15: RISK OF LOSS OR DAMAGE TO HANGAR

LESSEE assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, or any other causes whatsoever.

SECTION 16: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time upon reasonable notice.

SECTION 17: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

LESSOR shall be listed as a joint loss payee with LESSEE on all property insurance policies unless LESSEE is required, under the terms of any mortgage or other security agreement, to name the lender therein as primary loss payee under such coverage. In the event the LESSOR, shall be named as second loss payee and other loss payee be subsequent to that.

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises

and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 18: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: MD Hangar, Michael Daugherty, 425 Broadland Road NW, Atlanta, GA 30342.

SECTION 19: HOLD HARMLESS

To the fullest extent permitted by law, LESSEE shall indemnify 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 LESSEE and other persons employed or utilized by the LESSEE in the performance of this lease.

SECTION 20: BINDING NATURE OF LEASE

This LEASE shall be binding on the assigns, transfers, heirs, executors, successors, and trustees of the parties hereto.

SECTION 21: PROHIBITED ACTIVITY

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

SECTION 22: COMMERCIAL ACTIVITY PROHIBITED

No commercial activity of any nature or kind is allowed on the Leased Premises.

SECTION 23: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving LESSEE and 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 demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 24: TERMINATION BY LESSOR

If LESSEE breaches or violates any of the terms and provisions hereof, COUNTY shall have the right to terminate this LEASE forthwith by giving written notice to LESSEE, and if not corrected within THIRTY (30) days, this LEASE would be terminated and in such event of termination, the improvements thereon would become the property of COUNTY.

SECTION 25: NON-DISCRIMINATION

LESSEE, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the LEASE and to reenter and repossess said land and the facilities thereon, and hold the same as if said LEASE had never been made or issued.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 26: PLACE OF PAYMENTS

All payments and notices to COUNTY shall be given or mailed to the following address:

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 STATE ROAD 85 NORTH
EGLIN AFB, FLORIDA 32542-1498

SECTION 27: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent

of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

SECTION 28: LEGAL DESCRIPTION

Block 7 Lot 1: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze Second Addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 23.95 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 38.56 feet to a capped ½" iron rod stamped LB #7350 and the Point of Beginning; Thence N.38°00'00"W. for a distance of 68.25 feet to a capped ½" iron rod stamped LB #7350; Thence N.52°00'00"E. for a distance of 60.61 feet to a capped ½" iron rod stamped LB #7350; Thence S.38°00'00"E. for a distance of 68.25 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W. for a distance of 60.61 feet to the Point of Beginning. Parcel described contains 4137 square feet or 0.09 acres.

SECTION 29: ENTIRE LEASE

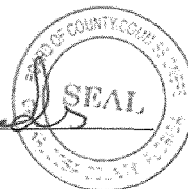
This LEASE consists of the following: Sections 1 to 29. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

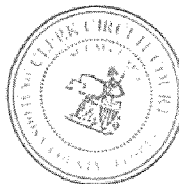
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA




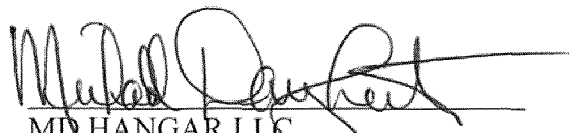
DON R. AMUNDS
CHAIRMAN



ATTEST:

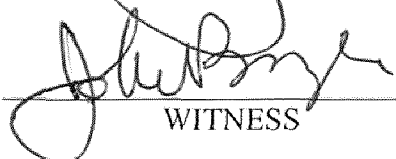



GARY J. STANFORD
DEPUTY CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA


MD HANGAR LLC
MICHAEL DAUGHERTY



WITNESS



WITNESS

ACKNOWLEDGMENTS

STATE OF Georgia
COUNTY OF Cobb

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MICHAEL DAUGHERTY 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 23rd day of April, 2013, AD.

PATRICIA GILBRETH
NOTARY PUBLIC
FORSYTH COUNTY GEORGIA
My Commission Expires
May 12, 2014



NOTARY

My Commission expires: May 12, 2014

LEASE # L08-0326-AP
MD HANGAR, LLC
DAP HANGAR LEASE BLOCK 7, LOT 1
EXPIRES: 05/17/2013

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 8th day of June, 2012, by and between BRIDGETT CARNLEY and JOHN PUGH, (hereinafter collectively referred to as the "FIRST PARTY") and MD HANGAR, LLC, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease, effective May 1 2012 Assignment of Lease, effective November 18, 2008, Lease for Hangar Space Option, effective August 29, 2008, Assignment of Lease, effective January 7, 2003, Assignment of Lease, effective July 24, 2001, Assignment of Lease, effective September 7, 1999 and Original Lease Agreement, effective May 11, 1993, consisting of FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of May 17, 2013.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, and Assignment of Leases and Lease for Hangar Space Option, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Assignment of Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements of the original lease, assignment of leases, and lease for hangar space option as may have been modified, to be kept, performed, and observed by the SECOND PARTY.

SECTION 1: NAME CHANGE

This Assignment of Lease changes the name on the LEASE from Bridgett Carnley and John Pugh to MD Hanger, LLC.


SECTION 2: NOTICES

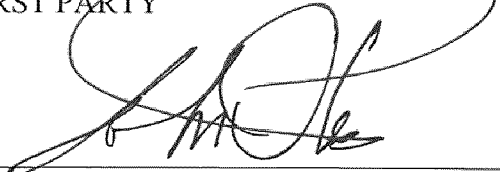
Section 19 Notices shall read: Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEE is: MD Hanger, LLC, Mike Daugherty, 425 Broadland Road, Atlanta, GA 30342.

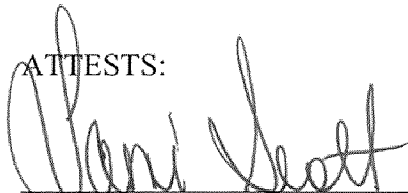
SECTION 3: ENTIRE LEASE


This LEASE consists of the following: Sections 1 – 3. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

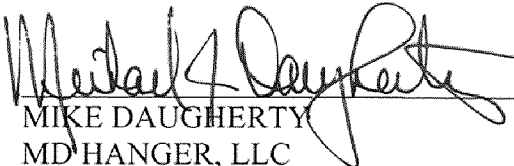
IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

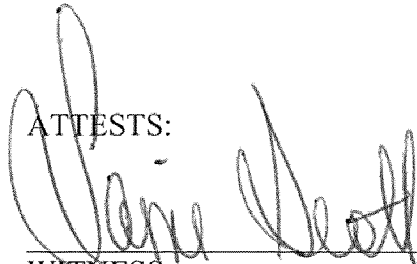

BRIDGETT CARNLEY
FIRST PARTY

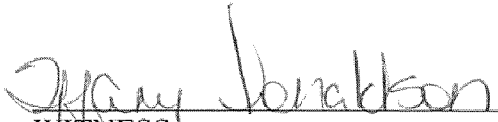

JOHN PUGH
FIRST PARTY

ATTESTS:

WITNESS


WITNESS


MIKE DAUGHERTY
MD HANGER, LLC
SECOND PARTY

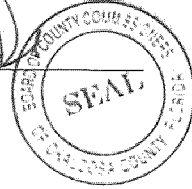
ATTESTS:

WITNESS


WITNESS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



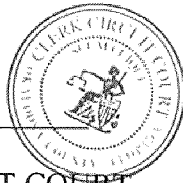
DON R. AMUNDS
CHAIRMAN



ATTEST:



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



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 BRIDGETT CARNLEY 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 8th day of May, 2012, AD.



Tiffany Donaldson
NOTARY

My Commission expires: _____

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 JOHN PUGH 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 8th day of May, 2012, AD.



Tiffany Donaldson
NOTARY

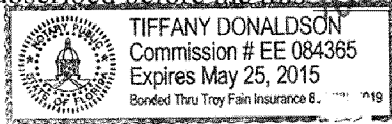
My Commission expires: _____

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 MIKE DAUGHERTY 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 10th day of May, 2012, AD.



Tiffany Donaldson
NOTARY

My Commission expires: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 24th day of May, 2012, by and between JOE CARNLEY and THOMAS C. GRANT, (hereinafter collectively referred to as the "FIRST PARTY") and BRIDGETT CARNLEY (Personal Representative of the Estate of Doctor Joe Carnley) and JOHN PUGH, (hereinafter collectively referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Assignment of Lease, effective November 18, 2008, Lease for Hangar Space Option, effective August 29, 2008, Assignment of Lease, effective January 7, 2003, Assignment of Lease, effective July 24, 2001, Assignment of Lease, effective September 7, 1999 and Original Lease Agreement, effective May 11, 1993, consisting of FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of May 17, 2013.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, and Assignment of Leases and Lease for Hangar Space Option, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Assignment of Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements of the original lease, assignment of leases, and lease for hangar space option as may have been modified, to be kept, performed, and observed by the SECOND PARTY.

**LEASE # L08-0326-AP
BRIDGETT CARNLEY & JOHN PUGH
(FORMERLY CARNLEY & GRANT)
DAP HANGAR LEASE BLOCK 7, LOT 1
EXPIRES: 05/17/2013**

SECTION 1: NAME CHANGE

This Assignment of Lease changes the name on the LEASE from Joe Carnley and Thomas C. Grant to Bridgett Carnley and John Pugh.

SECTION 2: RENTALS

Section 6 a Ground Lease will read: LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The leasehold includes FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at ONE DOLLAR AND FIFTY CENTS (\$1.50) per square foot per year for a total annual cost of SIX THOUSAND TWO HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$6,205.50) plus tax.

SECTION 3: NOTICES

Section 19 Notices shall read: Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 State Road 85 North, Eglin Air Force Base, Florida 32542-1498. The address of the LESSEEs are: Mrs. Bridgett Carnley, 320 Vinings Way Blvd., Apt. 10207, Destin, Florida 32541 and Mr. John Pugh, P.O. Box 1386, Santa Rosa Beach, Florida, 32459.

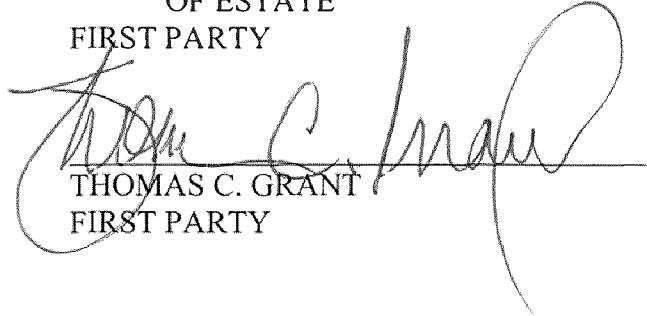
SECTION 4: ENTIRE LEASE

This LEASE consists of the following: Sections 1 – 4. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

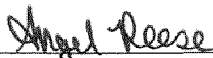


BRIDGETT CARNLEY
PERSONAL REPRESENTATIVE
OF ESTATE
FIRST PARTY



THOMAS C. GRANT
FIRST PARTY

ATTESTS:


WITNESS


WITNESS




BRIDGETT CARNLEY
SECOND PARTY



JOHN PUGH
SECOND PARTY

ATTESTS:

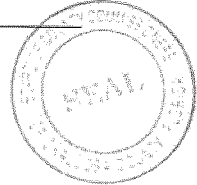

WITNESS


WITNESS

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Don R. Amunds

DON R. AMUNDS
CHAIRMAN



ATTEST:

Gary J. Stanford

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

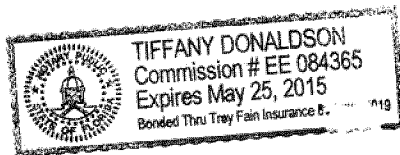


ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared BRIDGETT CARNLEY 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 23rd day of April, 2012, AD.



Tiffany Donaldson
NOTARY

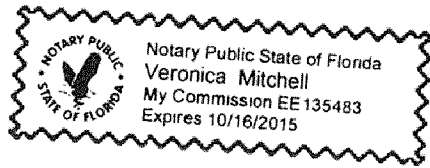
My Commission expires: _____

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 THOMAS C. GRANT 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 23rd day of April, 2012, AD.



[Handwritten Signature]
NOTARY

My Commission expires: 10/16/15

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 JOHN PUGH 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 28th day of March, 2012, AD.



[Handwritten Signature]
NOTARY

My Commission expires: _____

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE FOR HANGAR SPACE, fully executed this 18th day of November, 2008, by and between JOE CARNLEY and MAX MATTHEWS, (hereinafter referred to as the "FIRST PARTY") and JOE CARNLEY and THOMAS C. GRANT, (hereinafter referred to as the "SECOND PARTY").

WITNESSETH:

WHEREAS, the FIRST PARTY entered into an Lease for Hangar Space Option, effective August 29, 2008, Assignment of Lease, effective January 7, 2003, Assignment of Lease, effective July 24, 2001, Assignment of Lease, effective September 7, 1999 and Original Lease Agreement, effective May 11, 1993, consisting of FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at the Destin/Ft. Walton Beach Airport with a current expiration date of May 17, 2013.

WHEREAS, the SECOND PARTY, by execution of this ASSIGNMENT OF LEASE, and in consideration of approval by Okaloosa County of the same does hereby assume all responsibilities, duties, obligations, rights, and privileges as set forth in the original lease, and Assignment of Leases and Lease for Hangar Space Option, except as hereinafter stipulated, and does hereby expressly relieve and indemnify the FIRST PARTY against any duty or responsibility for the same.

COUNTY hereby lets to SECOND PARTY and SECOND PARTY hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to SECOND PARTY permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to all terms, covenants, conditions, and agreements to be kept, performed, and observed by the SECOND PARTY.

SECTION 1: NAME CHANGE

Mr. Matthews is selling his interest in this hangar to Mr. Grant. This Assignment of Lease changes the name on the LEASE from Joe Carnley and Max Matthews to Joe Carnley and Thomas C. Grant.

SECTION 2: RENTALS

Section 6 a Ground Lease will read: LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes FOUR THOUSAND ONE HUNDRED THIRTY SEVEN (4,137) square feet at TWO DOLLARS AND FIFTEEN CENTS (\$2.15) per square foot per year for a total annual cost of EIGHT THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARD AND FIFTY FIVE (\$8,894.55) cents plus tax.

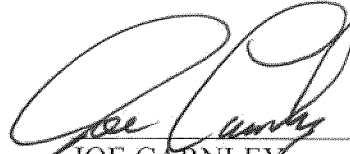
SECTION 3:

Section 29 Legal Description will read: Block 7 Lot 1: Commence at the Northeasternmost corner of Lot 35, Block A, Harbor Breeze second addition, as recorded in Plat Book 16, Page 30, Public Records of Okaloosa County, Florida; Thence S.38°00'00"E. (Basis of Bearings) along the East line of said Lot 35 for a distance of 23.95 feet; Thence departing said East line proceed N.52°00'00"E. for a distance of 38.56 feet to a capped ½" iron rod stamped LB #7350 and the Point of Beginning; Thence N.38°00'00"W. for a distance of 68.25 feet to a capped ½" iron rod stamped LB #7350; Thence N.52°00'00"E. for a distance of 60.61 feet to a capped ½" iron rod stamped LB #7350; Thence S.38°00'00"E. for a distance of 68.25 feet to a capped ½" iron rod stamped LB #7350; Thence S.52°00'00"W. for a distance of 60.61 feet to the Point of Beginning. Parcel described contains 4137 square feet or 0.09 acres.

SECTION 4: ENTIRE LEASE

This LEASE consists of the following: Sections 1 – 4. It constitutes this entire Assignment of Lease of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

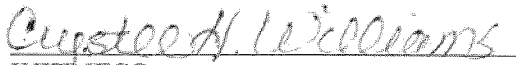


JOE CARNLEY
FIRST PARTY




MAX MATTHEWS
FIRST PARTY

ATTESTS:



WITNESS



WITNESS




JOE CARNLEY
SECOND PARTY



THOMAS C. GRANT
SECOND PARTY

ATTESTS:



WITNESS



WITNESS

This Assignment of Lease is adopted this 18th day of November, 2008.

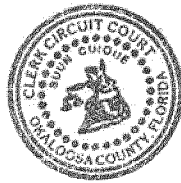
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

James Campbell
JAMES CAMPBELL
CHAIRMAN



ATTEST:

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



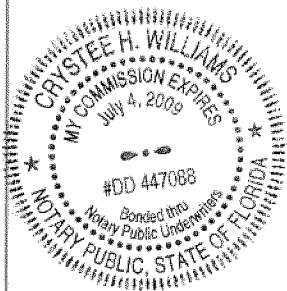
ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF ~~OKALOOSA~~ Walton

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOE CARNLEY 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 3rd day of November, 2008, AD.

Crystee H. Williams
NOTARY



My Commission expires: 07-04-09

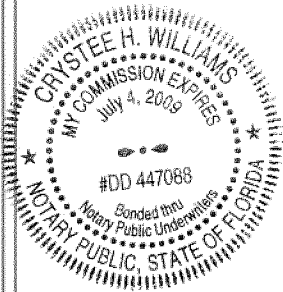
ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA *Walton*

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MAX MATTHEWS 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 3rd day of November, 2008, AD.

Crystee H. Williams
NOTARY



My Commission expires: 07-04-09

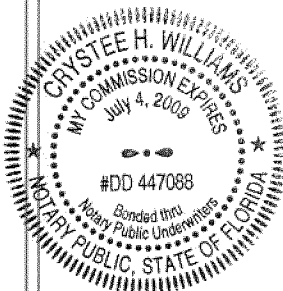
ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA *Walton*

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared THOMAS C. GRANT 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 3rd day of November, 2008, AD.

Crystee H. Williams
NOTARY



My Commission expires: 07-04-09

LEASE FOR HANGAR SPACE OPTION

BETWEEN

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

AND

JOE CARNLEY AND MAX MATTHEWS

This LEASE FOR HANGAR SPACE fully executed this 29 day of August, 2008, by and between the COUNTY OF OKALOOSA, a political subdivision of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY") and JOE CARNLEY AND MAX MATTHEWS (hereinafter called "LESSEE").

WITNESSETH:

COUNTY hereby lets to LESSEE and LESSEE hereby hires and takes from COUNTY at the Destin/Ft. Walton Beach Airport in the County of Okaloosa, State of Florida (hereinafter referred to as "AIRPORT"), that certain location designated as Block 7 Lot 1 as shown on file in the office of the Airports Director, which is hereby incorporated herein by reference, and COUNTY hereby gives to LESSEE permission to occupy and maintain one (1) hangar for the storage of individually-owned/corporate-owned aircraft at the aforesaid location. Additional aircraft may be stored in the hangar with proper notice to the COUNTY provided that proof of required insurance coverage is provided to the COUNTY.

This Lease for Hangar Space (hereinafter called "LEASE") is subject to the following terms, covenants, conditions, and agreements to be kept, performed, and observed by the LESSEE.

SECTION 1: TERM

This LEASE shall have an expiration date of May 17, 2013.

SECTION 2: AIRCRAFT OWNERSHIP

LESSEE shall provide written confirmation to the COUNTY of proof of ownership of individually-owned/corporate-owned aircraft to be stored pursuant to this LEASE. In the

L08-0326-AP5-152
LESSEE: CARNLEY & MATTHEWS
DAP BLOCK 7/LOT 1
EXPIRES: 5/17/2013

event LESSEE's aircraft is sold, LESSEE shall have one year to replace said aircraft; otherwise this lease shall be voided at the COUNTY's discretion.

SECTION 3: IMPROVEMENTS TO COUNTY

Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this LEASE for any cause, the absolute and sole property of COUNTY and shall not be removed from the Leased Premises. If on termination of this LEASE, LESSEE is not in default, LESSEE shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, LESSEE shall promptly repair the same).

SECTION 4: CONSTRUCTION OF HANGAR

If a new hangar is to be constructed under this lease said hangar must be constructed within ONE (1) year of execution of this LEASE. Failure to comply with this requirement may result in automatic termination of this LEASE without prior written notice by COUNTY. LESSEE shall furnish ONE (1) set of building drawings to COUNTY upon completion of hangar.

SECTION 5: BUILDING, ALTERATIONS, AND PERMITS

LESSEE shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair, or maintain the improvements contemplated by this LEASE. COUNTY makes no representations or warranty relative to the availability of such licenses or permits, and LESSEE assumes full responsibility for securing same. No construction, modification, or alterations of improvements to include antennas or other devices are permitted without prior written approval by COUNTY.

SECTION 6: RENTALS

a. GROUND LEASE:

LESSEE shall pay in advance an annual ground lease fee established by an independent appraisal. The fee shall be adjusted in accordance with Section 7. The ground lease and applicable sales tax will be billed annually, in advance, and is payable to the Airports Director, Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida, 32542-1498. The lease includes FOUR THOUSAND (4,000) square feet at THIRTY EIGHT (\$.38) cents per square foot per year for a total annual cost of ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$1,520.00) plus tax.

b. LATE CHARGES:

If LESSEE fails to pay within THIRTY (30) days of date of billing of invoices by COUNTY for applicable rents and charges as herein described, LESSEE shall then pay interest to the COUNTY at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of sixty days, LESSOR shall have the option to terminate this Agreement.

SECTION 7: ESCALATION CLAUSE:

The ground lease shall be increased annually to reflect the increase in the Consumer Price Index ("CPI") from the date of the original execution hereof by both parties. 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 8: UTILITIES

COUNTY does not assume any responsibility in providing utilities to the Leased Premises. LESSEE will pay all utility charges and costs of installation.

SECTION 9: RIGHTS OF LESSOR

a. It is understood and agreed that COUNTY may, in connection with the future development of said AIRPORT, require the space hereinabove for permanent buildings and/or other development. In such case, COUNTY shall give written notice to LESSEE. After THIRTY (30) days from said written notice, COUNTY shall have the right at COUNTY's expense, to remove said hangar and erect it at said AIRPORT as designated in writing by COUNTY, provided that said new location is reasonably, feasibility, accessible to the taxiways and runways.

b. COUNTY reserves itself, its successors, and assigns for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noises as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the AIRPORT.

c. LESSEE expressly agrees for itself, its successors, and assigns to prevent any use of the hereinafter-described real property, which would interfere with or adversely affect the operation or maintenance of the AIRPORT, or otherwise constitute an airport hazard.

d. LESSEE expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects, of natural growth, and other obstructions on the hereinafter described real property to such height so as to comply with the Federal Aviation Regulations, Part 77.

SECTION 10: COMPLIANCE WITH GOVERNMENTAL PROCEDURES

LESSEE shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinances, or regulations as may be promulgated by COUNTY. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned airport facilities.

SECTION 11: CARE OF LEASED PREMISES

LESSEE shall keep said hangar and premises neat, clean, and orderly at all times. LESSEE shall not store anything on the premises other than those items specifically required to maintain the owner's aircraft in accordance with Federal Aviation Regulations (FAR's). All petroleum products, solvents, cleaners and flammable material shall be stored in an approved fireproof rated cabinet. Used petroleum products, solvents, cleaners and cleaning materials shall be disposed of both in accordance with all governmental regulations and off the County premises.

SECTION 12: MAINTENANCE IN LEASED PREMISES

LESSEE shall insure that all aircraft maintenance performed in the leased premises is in accordance with Federal Aviation Regulations (FAR's).

SECTION 13: TAXES

LESSEE shall pay all taxes or other governmental charges of any nature or kind which may be imposed on rental or lease payments or assessed upon the hangar or improvements and upon any aircraft or other property kept therein promptly when due.

SECTION 14: ASSIGNMENT AND SUBLEASE

All subsequent transfers and assignments of any interest, including mortgages thereon, require written approval in advance by COUNTY and payment of an Approval Fee of ONE THOUSAND (\$1,000.00) dollars. During the initial 20 year term a new lease fee will be established upon assignment or transfer based on an independent appraisal conducted at the direction of the COUNTY. LESSEE shall have thirty (30) days from the furnishing of the copy of the appraisal to exercise a right of transfer or assign. Otherwise, the transfer or assignment shall not be approved and the ONE THOUSAND (\$1,000.00) DOLLAR approval fee shall be refunded. Following the initial 20 year term, rent will be based on the ground values by an independent appraisal.

Except as hereinabove set out, the Leased Premises may not be sublet, in whole or in part, and LESSEE shall not assign this LEASE or any portion of this LEASE at any given time without prior written consent of COUNTY.

SECTION 15: INSPECTION ON ASSIGNMENT

LESSEE agrees that upon assignment of this Lease by LESSEE, LESSOR shall have the right to inspect the leased premises and require that the hangar and property be repaired or restored to the condition that it existed upon execution hereof.

SECTION 16: RISK OF LOSS OR DAMAGE TO HANGAR

LESSEE assumes the risk of loss or damage to the hangar and its contents, whether from windstorm, fire, earthquake, or any other causes whatsoever.

SECTION 17: RIGHTS OF ENTRY RESERVED

COUNTY has the right to inspect the Leased Premises at any time upon reasonable notice.

SECTION 18: INSURANCE

a. LIABILITY:

LESSEE agrees that LESSEE, shall, during the entire term or any extension of this LEASE, keep in full force and effect, a policy or policies of aircraft liability and public liability insurance with respect to the Leased Premises. The limits of aircraft liability and public liability shall not be less than ONE MILLION (\$1,000,000.00) dollars Combined Single Limit (CSL) each. The COUNTY reserves the right to increase the minimal aircraft liability and public liability insurance requirements as circumstances may warrant.

b. PROPERTY:

The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release LESSEE from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

For purposes of assuring compliance with the foregoing, LESSEE agrees to maintain property insurance on any permanent building or improvement constructed on the Leased Premises in an amount not less than full replacement value of such building and its improvements and agrees that the proceeds from such insurance shall be used promptly by LESSEE to satisfy LESSEE's repair and replacement obligation under this paragraph.

Okaloosa County shall be listed as a loss payee on all property insurance policies.

c. All aircraft liability and public liability coverage shall be endorsed to include Okaloosa County as Additional Insured. In addition, all insurance policies shall contain a

clause that the insurer will not cancel or change the insurance without first giving the COUNTY thirty (30) days prior written notice. Prior to occupying the Leased Premises and annually upon renewal, LESSEE shall furnish COUNTY a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to the Contracts and Lease Coordinator, 602-C N. Pearl Street, Crestview, FL 32536. On request, LESSEE shall deliver an exact copy of the policy or policies including all endorsements.

SECTION 19: NOTICES

Any and all notices to be given under this LEASE may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid. When so given, such notice shall be effective from the date of mailing. Unless otherwise provided in writing by the parties hereto, the address of the AIRPORT DIRECTOR is as follows: Okaloosa County Airports, 1701 Highway 85 North, Eglin Air Force Base, Florida 32542-1413. The address of the LESSEE is: Carnley and Matthews, C/O Joe Carnley, P.O. Box 6, Destin, FL 32540.

SECTION 20: HOLD HARMLESS

To the fullest extent permitted by law, LESSEE shall indemnify 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 LESSEE and other persons employed or utilized by the LESSEE in the performance of this lease.

SECTION 21: BINDING NATURE OF LEASE

This LEASE shall be binding on the assigns, transfers, heirs, executors, successors, and trustees of the parties hereto.

SECTION 22: PROHIBITED ACTIVITY

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

SECTION 23: COMMERCIAL ACTIVITY PROHIBITED

No commercial activity of any nature or kind is allowed on the Leased Premises.

SECTION 24: RESTRICTIONS ON MECHANIC'S LIENS

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised

premises or any part thereof, nor as giving LESSEE and 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 demised premises or any part thereof. Such liens are hereby strictly prohibited

SECTION 25: TERMINATION BY LESSOR

If LESSEE breaches or violates any of the terms and provisions hereof, COUNTY shall have the right to terminate this LEASE forthwith by giving written notice to LESSEE, and if not corrected within THIRTY (30) days, this LEASE would be terminated and in such event of termination, the improvements thereon would become the property of COUNTY.

SECTION 26: NON-DISCRIMINATION

LESSEE, for its self, its personal representatives, successors, in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the LEASE and to reenter and repossess said land and the facilities thereon, and hold the same as if said LEASE had never been made or issued.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

SECTION 27: PLACE OF PAYMENTS

All payments and notices to COUNTY shall be given or mailed to the following address:

AIRPORTS DIRECTOR
OKALOOSA COUNTY AIRPORTS
1701 HIGHWAY 85 NORTH
EGLIN AFB, FLORIDA 32542-1498

SECTION 28: CONSTRUCTION AND APPLICATION OF TERMS

The section and paragraph headings in this LEASE are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

SECTION 29: LEGAL DESCRIPTION

Contains 4,000 square feet more or less.

SECTION 30: RENEWAL OF LEASE

At the end of this initial lease period, all improvements to the property shall become the sole possession of OKALOOSA COUNTY.

a. OPTION TERM:

Provide LESSEE is in compliance with all terms and conditions of this Agreement, LESSEE shall have an option to renew this Agreement with all the same terms and conditions except for rent for additional term of twenty (20) years.

b. RENT:

Rent for the additional term shall be established by an independent appraisal conducted by the COUNTY. If LESSEE does not agree with the rental fee established as a result of the independent appraisal, the option to renew shall be null and void and this lease shall terminate. Adjustments will be based upon the provisions of SECTION 7: ESCALATION.

c. NOTICE:


LESSEE shall give COUNTY at least one hundred twenty (120) days written notice prior to the termination of this lease of its intent to exercise the option to renew.

SECTION 31: ENTIRE LEASE

This LEASE consists of the following: Sections 1 to 31. It constitutes the entire LEASE of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY and LESSEE.

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

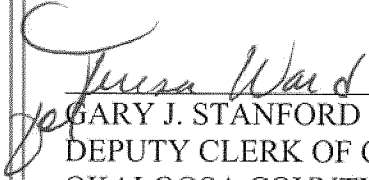
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



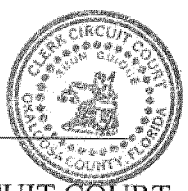
JAMES CAMPBELL
CHAIRMAN



ATTEST:




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

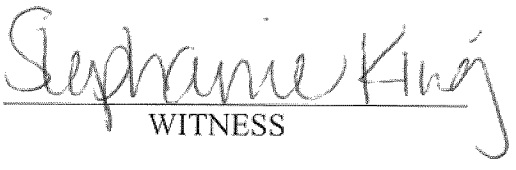




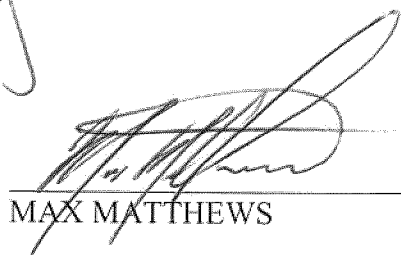
JOE CARNLEY



WITNESS



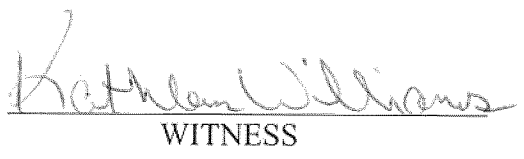
WITNESS



MAX MATTHEWS



WITNESS



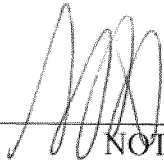
WITNESS

ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

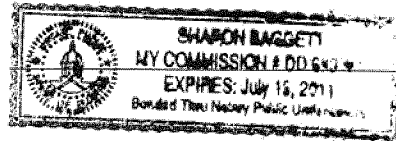
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JOE CARNLEY who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and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

Sworn and subscribed before me this 17th day of August, 2008, AD.



NOTARY

My Commission expires:



ACKNOWLEDGMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

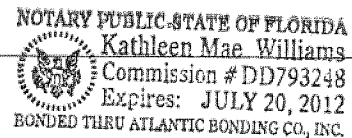
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared MAX MATTHEWS who, under oath, deposes and says that he is authorized to execute contracts and lease agreements and that he executed the foregoing instrument for the uses and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

Sworn and subscribed before me this 20 day of August, 2008, AD.



NOTARY

My Commission expires:



**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
MD HANGAR, LLC**

As Defined by § 14-11-101(18)

FORMED IN and UNDER THE LAWS OF THE STATE OF GEORGIA

This Agreement, entered into as of December 8th, 2020, is a

MULTI-MEMBER LLC OPERATING AGREEMENT, entered into by and between:

Michael Daughtery, (Member), of 2030 Powers Ferry Road, Bldg. 500 Suite 520., Atlanta, Georgia 30339;

MJD Advisory Services, LLC (Member), of 2030 Powers Ferry Road, Bldg. 500 Suite 520., Atlanta, Georgia 30339;

David Stout, MD (Member), of Hattiesburg, Mississippi;

Timberview Helicopters, Inc. (Member), of 100 Country Club Drive West., Destin, Florida 32541;

Timberview West, Inc., (Member) of PO Box 10247, Kalispell, MT 59904;

Hereinafter collectively known as the "Members."

WHEREAS the Members desire to create a limited liability company under the laws of the State of Georgia and set forth the terms herein of the Company's operation and the relationship between Members.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Members and the Company agree as follows:

1. Name and Principal Place of Business

The name of the Company shall be MD Hangar, LLC. The principal place of business of the Company shall be at 2030 Powers Ferry Road, Bldg. 500 Suite 520, City of Atlanta, in the State of Georgia or at such other place of business as the Members shall determine.

2. Formation

The Company was initially formed on April 16th, 2012, when the Members filed the Articles of Organization with the office of the Secretary of State of the State of Georgia pursuant to the statutes governing limited liability companies in the State of Georgia (the "Statutes").

3. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Members in their discretion shall determine.

4. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

5. Member Capital Contributions

Multi-Member LLC: Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

<u>Michael Daughtery</u>	\$47.00
<u>MJ Advisory Services, LLC</u>	\$01.00
<u>David Stout, MD</u>	\$50.00
<u>Timberview Helicopters, Inc.</u>	\$01.00
<u>Timberview West, Inc.</u>	\$01.00

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

6. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Members; the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

MULTI-MEMBER: The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member below:

<u>Member</u>	<u>Percentage Interest</u>
<u>Michael Daughtery</u>	47.0%
<u>MJ Advisory Services, LLC</u>	01.0%
<u>David Stout</u>	50.0%
<u>Timberview Helicopters, Inc.</u>	01.0%
<u>Timberview West, Inc.</u>	01.0%

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

Members with a 1% interest or less shall have no equitable distribution rights.

7. Books, Records and Tax Returns

MULTI-MEMBER: The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within

seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of 53% of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

8. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Members. Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

9. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of Georgia.

MULTI-MEMBER: Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of 53% of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company in the excess of \$1,000,000.00; lend any Company funds or other assets to any person in an amount or with a value in excess of \$1,000,000.00; establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$1,000,000.00; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt in excess of \$1,000,000.00, including claims for

insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of 53% of the Members' Percentage Interests.

MULTI-MEMBER: Meetings of Members

The annual meeting of the Members shall be held on January 31st (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the

Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of 53% of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with

the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such a meeting can hear one another for the entire discussion of the matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such a meeting.

MULTI-MEMBER: Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the majority of 53% of the vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of 53% of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member

permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

MULTI-MEMBER: Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members

who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

MULTI-MEMBER: Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the majority of 53% vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Members shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

MULTI-MEMBER: Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an

event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to an Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

10. Dissolution and Liquidation

MULTI-MEMBER: The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated

for such purposes by the affirmative vote or consent of Members holding a majority of 53% of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

11. Representations of Members

MULTI-MEMBER: Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part

thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

12. Certificates Evidencing Membership

MULTI-MEMBER: Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of MD Hangar, LLC, dated effective as of December 8th, 2020, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

13. Notices

MULTI-MEMBER: All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

(a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

14. Arbitration

MULTI-MEMBER: Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

15. Amendments

MULTI-MEMBER: This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of 53% of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

16. Indemnification

a) SINGLE-MEMBER: The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined

not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

17. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Georgia. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

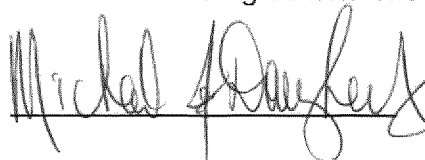
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Members have executed this Agreement effective this 8th day of December, 2020.

Michael Daugherty



MJD Advisory Services, LLC

By: _____
Managing Member

David Stout, M.D.

Timberview Helicopters, Inc.

By:  _____

TITLE P.S.

Timberview West, Inc.

By:  _____

TITLE P.S.

MJD Advisory Services, LLC

By: 
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By: _____

TITLE _____

DESTIN EXECUTIVE AIRPORT (DTS) AND BOB SIKES AIRPORT (CEW)

OPERATING POLICY

Aircraft Maintenance and Fueling of Personally-Owned Aircraft by Aircraft Owners and their Employees

The performance of aircraft and engine repair, maintenance, and fueling operations are considered to be aeronautical services regulated by the Okaloosa County Board of Commissioners, except where such services are performed by the aircraft owner and/or their employees. Federal regulation requires that owners of aircraft and their employees be allowed to perform certain maintenance and fueling of their own aircraft.

With reference to the above, a policy is heretofore established which provides for the safety and economy of the airports. In this regard, the following areas are hereby designated for such activity with related comments for the compliance thereof:

1. Owners of aircraft who have a hangar lease for storage of aircraft with Okaloosa County are permitted to perform their own maintenance utilizing their employees upon Lessee's stored aircraft in the hangar premises subject to federal, state, and local regulations. Allowable maintenance activities in the leased areas pursuant to the approved hangar lease with Okaloosa County are limited to changing tires and batteries, servicing batteries, changing oil, vacuuming aircraft, washing aircraft, and replacement of plugs, with such allowable activities being considered minor maintenance for a personally-owned aircraft.

Repairs and maintenance of aircraft not personally-owned by the Lessee is strictly prohibited in the hangar.

2. Limited preventive (minor) maintenance in Group III aircraft t-hangars is limited to the following non-hazardous work:

- a. Removal, installation, and repair of landing gear tires.
- b. Replacing elastic shock absorber cords on landing gear.
- c. Servicing landing gear shock struts by adding oil, air, or both.
- d. Servicing landing gear wheel bearings, such as cleaning and greasing.
- e. Replacing defective safety wiring or cotter keys.
- f. Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.

- g. Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces.
- h. Replenishing hydraulic fluid in the hydraulic reservoir.
- i. Repairing upholstery and decorative furnishings of the cabin, cockpit, when the repairing does not require disassembly of any primary structure or operating system or interfere with an operating system or affect the primary structure of the aircraft.
- j. Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper air flow.
- k. Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- l. Replacing safety belts.
- m. Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- n. Trouble shooting and repairing broken circuits in landing light wiring circuits.
- o. Replacing bulbs, reflectors, and lenses of position and landing lights.
- p. Replacing wheels and skis where no weight and balance computation is involved.
- q. Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
- r. Replacing or cleaning spark plugs and setting of spark plug gap clearance.
- s. Replacing and servicing batteries.
- t. Replacement or adjustment of nonstructural standard fasteners incidental to operations.
- u. The installations of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- v. Removing, checking, and replacing magnetic chip detectors.
- w. The inspection and maintenance tasks prescribed and specifically identified as preventive maintenance in a primary category aircraft type certificate or supplemental type certificate holder's approved special inspection and preventive maintenance program when accomplished on a primary category aircraft provided:
 - (i) They are performed by the holder of at least a private pilot certificate issued under part 61 who is the registered owner (including co-owners) of the affected aircraft and who holds a certificate of competency for the affected aircraft

(1) issued by a school approved under Sec. 147.21(e) of NFPA 409; (2) issued by the holder of the production certificate for that primary category aircraft that has a special training program approved under Sec. 21.24 of NFPA 409 subchapter; or (3) issued by another entity that has a course approved by the Administrator; and

- (ii) The inspections and maintenance tasks are performed in accordance with instructions contained by the special inspection and preventive maintenance program approved as part of the aircraft's type design or supplemental type design.
- x. Removing and replacing self-contained, front instrument panel-mounted navigation and communication devices that employ tray-mounted connectors that connect the unit when the unit is installed into the instrument panel, (excluding automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)). The approved unit must be designed to be readily and repeatedly removed and replaced, and pertinent instructions must be provided. Prior to the unit's intended use, and operational check must be performed in accordance with the applicable sections of part 91 of NFPA 409.
- y. Updating self-contained, front instrument panel-mounted Air Traffic Control (ATC) navigational software data bases (excluding those of automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)) provided no disassembly of the unit is required and pertinent instructions are provided. Prior to the unit's intended use, and operational check must be performed in accordance with applicable sections of part 91 of this chapter.

3. Owners of aircraft and/or their employees who do not have a hangar lease with Okaloosa County are permitted to perform these maintenance activities on the paved apron, provided however, the Airports Director determines that the area is safe and will not interfere with airport operations. The type of maintenance activity and duration will determine the location after review with the aircraft owner.

4. No personal refueling of aircraft is permitted.

5. Any maintenance or fueling operations performed by persons other than owners and/or their employees are considered to be performing a commercial operation and requires a fully executed lease agreement with the Board of County Commissioners.

The term "EMPLOYEE" shall be defined as an individual who is on the payroll of the aircraft owner and is receiving compensation on a regular basis with federal income tax and social security taxes being deducted from his/her salary. Services provided by contract are considered to be a commercial activity and requires a fully executed agreement between the Board of County Commissioners and the Contractor.

6. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, or persons being personally conducted by the airport attendants shall be permitted to enter the landing area proper, taxi space or aprons. However, this does not give any person or persons so accepted the privilege of unrestricted use of the Airport. The privileges are confined to the necessary use of these spaces in connection with the flights, inspections and routine duties.

7. Airport Operating Restrictions:

- a) All banner towing by fixed, rotary or any other type of aircraft, to include pick-up and drop-off is prohibited at the Destin Executive Airport (DTS).
- b) CEW does not have a designated heliport, all rotary wing aircraft are required to operate in compliance with non-air traffic control tower procedures.
- c) All rotary wing aircraft operating at DTS will conform to DTS/ATC directions.



Tracy Stage, A.A.E
Airports Director

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.

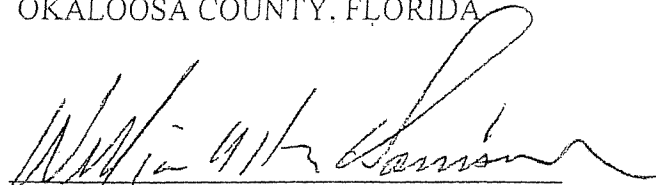
SECTION 19. SAFETY AND SECURITY:

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 "Wm A Harrison", written over a horizontal line.

WM A HARRISON
CHAIRMAN

Exhibit 5

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 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 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, 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 lease, 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 subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor — Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Lessee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Lessee shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Lessee, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the lease. For each employee assigned to the lease, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the lease, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Lessee is enrolled as a Federal Contractor in E-Verify at time of lease award, the Lessee shall use E-Verify to initiate verification of employment eligibility of

- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Lessee shall initiate verification of all new hires of the Lessee, who are working in the United States, whether or not assigned to the 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 lease. For each employee assigned to the lease, 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.)
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Lessee shall initiate verification of all new hires of the lessee, who are working in the United States, whether or not assigned to the lease, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the lease. For each employee assigned to the lease, the Lessee shall initiate verification within ninety (90) calendar days after date of 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 lease, whether existing employees or new hires. The Lessee shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the lease.
- (4) Option to verify employment eligibility of all employees. The Lessee may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the lease. The Lessee shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Lessee's decision to exercise this option, using the lease information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Lessee shall comply, for the period of performance of this lease, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline'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 Contractors.

Subcontracts. 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.



Letter of Authorization
Commercial Air Tour Operations Authorization and
Antidrug and Alcohol Misuse Prevention Program Registration

1. The operator, **TIMBERVIEW HELICOPTERS**, that is documented at the end of this Letter of Authorization (LOA), is authorized to conduct commercial air tour operations under Title 14 Code of Federal Regulations (CFR) Section 91.147 in accordance with the limitations and provisions of this LOA and is subject to the condition that all operations are conducted within the applicable airspace.

a. The operator is authorized to use the following other business names (DBAs) in its commercial air tour operations:

GALVESTON ADVENTURES, LLC

2. Authorized Aircraft. The aircraft used for Section 91.147 commercial air tour operations are listed in Table 1 below:

Table 1 – Aircraft Authorized for Commercial Air Tour Operations Under Section 91.147

Aircraft M/M/S	Aircraft Registration No.
BHT-206L-4	N406MR
R-44 II	N5678J
R-44-44	N120AF
R-66-66	N148R
R-66-66	N166DY
R-66-66	N179RR
R-66-66	N456LS
R-66-66	N5870H
R-66-66	N7078X
R-66-66	N778TL

3. The commercial air tour operator has the following agreements with other parts of the FAA including air traffic or associations outside of the FAA. The documentation of these agreements below does not imply nor require that the agreements are authorized by the Flight Standards principal inspector. (If there are no agreements, enter N/A in Table 2.)

Table 2 - Agreements with Other Parts of the FAA or Associations outside of the FAA

Kind of or Description of Agreement	FAA or Other Association
None	N/A

4. Antidrug and Alcohol Misuse Prevention Program Registration. The operator certifies that it



14 CFR Part 91 Operations

will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug Testing and Alcohol Misuse Prevention Program. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 3 below (*This should be the company location where the Drug Abatement Compliance and Enforcement Inspectors will conduct the inspection and not the consortium, lab, or third party administrator*):

Table 3 - Registration and Record Location for the Antidrug and Alcohol Misuse Prevention Program Registration

	Location of Antidrug and Alcohol Misuse Prevention Program Records:	Telephone Number:
Address:	100 Country Club Drive W	850-333-8902
Address:		
City:	Destin	
State:	FL	
Zip code:	32541	

(a) All Antidrug and Alcohol Misuse Prevention Program inspections, guidance and enforcement activity will be conducted exclusively by the Drug Abatement Division of the FAA. All questions regarding this program should be directed to the Drug Abatement Division.

(b) The operator must implement its Antidrug and Alcohol Misuse Prevention Program fully in accordance with 14 CFR Part 120 and 49 CFR Part 40.

(c) The operator is responsible for ensuring that its contractors who perform safety-sensitive work for the operator are subject to an Antidrug and Alcohol Misuse Prevention Program.

(d) The operator is responsible for updating this registration when any of the following changes occur:

(1) Location or phone number where the Antidrug and Alcohol Misuse Prevention Records are kept.

(2) If the operator's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.

(e) The operator with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA. The operator with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

f. The operator has fewer than 50 safety-sensitive employees.

5. Responsible Person . The Responsible Person for commercial air tour operations may be either



U.S. Department
of Transportation
**Federal Aviation
Administration**

14 CFR Part 91 Operations

an agent for service (who must be a U.S. citizen) or a person who accepts responsibility for complying with the stated regulations by signing this document.

(a) If the Responsible Person signing this LOA relinquishes responsibility, this LOA becomes invalid.

(b) Enter the name, e mail address, and telephone number in Table 4 of the person responsible for the management of the business and the person responsible for the aircraft maintenance.

Table 4 - Responsible Persons

Name	Responsibility	E-mail Address	Telephone Number
JOHNSON, JUSTIN CLIFFORD	Business Management	justinhelicopter1@gmail.com	850-333-8902
Krulac, Michael	Aircraft Maintenance	mike@makheli.com	904-613-9576

6. If the operator conducts overflights of National Parks and/or Abutting Tribal Lands in its commercial air tour operations per 14 CFR Section 136.37 that requires specific authorization, LOA/OpSpec B057 must also be issued.

HQ Control: 07/17/2009

HQ Revision: 01a

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Kevin W. Atkins, Principal Maintenance Inspector (SO09)
[1] EFFECTIVE DATE: 6/14/2022, [2] AMENDMENT #: 34
DATE: 2022.06.14 06:39:54 -05:00

I hereby accept and receive this Waiver or Authorization.



6-15-2022

JUSTIN CLIFFORD JOHNSON, Resp Pers-Air Tours Bus. Mgmt Date



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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 Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
INSURED Timberview Helicopters, Inc 4008 Legendary Drive Ste 340 Destin, FL 32541	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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.

POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:					
POLICY TYPE				LINE OF BUSINESS SUBCODE									
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INDUSTRIAL AID	PLEASURE & BUS	COMMERCIAL	NON-OWNED	AIRPLANE	HELICOPTER	MIXED FLEET	EXCESS	QUOTA SHARE	LIABILITY ONLY	HULL & LIABILITY	HULL ONLY		

AIRCRAFT INFORMATION **ACORD 333, Aircraft Schedule attached**

YEAR 2012	MAKE Robinson Helicopter Co	MODEL R66	SERIAL NUMBER	REGISTRATION NUMBER N179RR
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TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	RW00181830-09	3/1/2023	1/1/2024	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 680,000	AGREED VALUE	\$ 1,000	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$ 68,000	Ded. - In motion
		\$ 100,000	EA PASS		EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 25,000	EA OCC
	EXCLUDING CREW				
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Admin 1701 State Road 85 N Eglin 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 
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ACORD 21 (2016/03)

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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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 Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Timberview Helicopters, Inc 4008 Legendary Drive Ste 340 Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	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.

POLICY INFORMATION		CERTIFICATE NUMBER:		REVISION NUMBER:	
POLICY TYPE		LINE OF BUSINESS SUBCODE			
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> AIRPLANE	<input checked="" type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET
<input type="checkbox"/> NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY
				<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE

AIRCRAFT INFORMATION **ACORD 333, Aircraft Schedule attached**

YEAR 2007	MAKE Bell Helicopter Textron Canada	MODEL 206L-4	SERIAL NUMBER	REGISTRATION NUMBER N406MR
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TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	RW00181830-09	3/1/2023	1/1/2024	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 950,000	AGREED VALUE	\$ 1,000	Ded. - Not in motion
				\$ 95,000	Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$	EA PER
		\$ 100,000	EA PASS	\$	AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 30,000	EA OCC
	EXCLUDING CREW				
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Admin 1701 State Road 85 N Eglin 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 
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ACORD 21 (2016/03)

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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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 Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
INSURED Timberview Helicopters, Inc 4008 Legendary Drive Ste 340 Destin, FL 32541	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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.

POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:			
POLICY TYPE				LINE OF BUSINESS SUBCODE							
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/>	<input type="checkbox"/> AIRPLANE	<input checked="" type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET	<input type="checkbox"/>	<input type="checkbox"/> EXCESS	<input type="checkbox"/>	<input type="checkbox"/> QUOTA SHARE	
<input type="checkbox"/> NON-OWNED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

AIRCRAFT INFORMATION **ACORD 333, Aircraft Schedule attached**

YEAR 2016	MAKE Robinson Helicopter Co	MODEL R66	SERIAL NUMBER	REGISTRATION NUMBER N7078X
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TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	RW00181830-09	3/1/2023	1/1/2024	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT	\$ 775,000	AGREED VALUE	\$ 1,000 \$ 77,500	Ded. - Not in motion Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY	\$ 1,000,000 \$ 100,000	EA OCC EA PASS	\$ \$	EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW EXCLUDING CREW	\$ 5,000	EA PER	\$ 25,000	EA OCC
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION		\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Admin 1701 State Road 85 N Eglin 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 
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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MMDD/YYYY)

04/11/2023

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PRODUCER Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Galveston Adventures, LLC 4008 Legendary Dr Ste 340 Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

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POLICY INFORMATION		CERTIFICATE NUMBER:		REVISION NUMBER:	
POLICY TYPE			LINE OF BUSINESS SUBCODE		
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input checked="" type="checkbox"/> AIRPLANE	<input type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET
<input type="checkbox"/> NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY
				<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE


AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached		
YEAR 2014	MAKE Robinson Helicopter Co	MODEL R66	SERIAL NUMBER	REGISTRATION NUMBER N12ZH

TERRITORY:

AIRCRAFT COVERAGES						
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)	
	AC3021386-01	4/5/2023	6/9/2023	Y	N	
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT	\$ 550,000	AGREED VALUE	\$ 1,000 \$ 55,000	Ded. - Not in motion Ded. - In motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY	\$ 1,000,000 \$ 100,000	EA OCC EA PASS	\$ \$	EA PER AGGR
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW EXCLUDING CREW	\$ 5,000	EA PER	\$ 25,000	EA OCC
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION		\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of Commissioners; Destin-Fort Walton Beach Airport Admin; 1701 State Road 85 N Eglin 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 
--	--

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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MMDD/YYYY)

04/11/2023

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PRODUCER Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Galveston Adventures, LLC 4008 Legendary Dr Ste 340 Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

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POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:							
POLICY TYPE				LINE OF BUSINESS SUBCODE											
<input type="checkbox"/>	INDUSTRIAL AID	<input type="checkbox"/>	PLEASURE & BUS	<input checked="" type="checkbox"/>	COMMERCIAL	<input type="checkbox"/>	AIRPLANE	<input checked="" type="checkbox"/>	HELICOPTER	<input type="checkbox"/>	MIXED FLEET	<input type="checkbox"/>	EXCESS	<input type="checkbox"/>	QUOTA SHARE
<input type="checkbox"/>	NON-OWNED	<input type="checkbox"/>		<input checked="" type="checkbox"/>	LIABILITY ONLY	<input type="checkbox"/>	LIABILITY ONLY	<input type="checkbox"/>	HULL & LIABILITY	<input type="checkbox"/>	HULL ONLY	<input type="checkbox"/>			

AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached			
YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER	
1994	Robinson Helicopter	R44		N120AF	

TERRITORY:

AIRCRAFT COVERAGES												
INSURER LETTER	POLICY NUMBER		EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)		SUBROGATION WAIVED? (Y/N)					
	AC3021386-01		4/5/2023	6/9/2023	Y		N					
COVERAGE	OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO					
AIRCRAFT HULL				\$	AGREED VALUE	\$	Ded. - Not in motion					
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY		\$ 1,000,000	EA OCC	\$	Ded. - In motion					
				\$ 100,000	EA PASS	\$						
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW		\$ 5,000	EA PER	\$ 20,000	EA OCC					
		EXCLUDING CREW										
COVERAGE	OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO					
CODE	DESCRIPTION				\$		\$					
					\$		\$					
					\$		\$					
					\$		\$					
					\$		\$					

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER		CANCELLATION	
Okaloosa County Board of Commissioners; Destin-Fort Walton Beach Airport Admin; 1701 State Road 85 N Eglin Afb, FL 32542		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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PRODUCER Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Timberview Helicopters, Inc 4008 Legendary Drive Ste 340 Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

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POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:			
POLICY TYPE				LINE OF BUSINESS SUBCODE							
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/>	<input type="checkbox"/> AIRPLANE	<input checked="" type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET	<input type="checkbox"/>	<input type="checkbox"/> EXCESS	<input type="checkbox"/>	<input type="checkbox"/> QUOTA SHARE	<input type="checkbox"/>
<input type="checkbox"/> NON-OWNED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AIRCRAFT INFORMATION **ACORD 333, Aircraft Schedule attached**


YEAR 2017	MAKE Robinson Helicopter Co	MODEL R66	SERIAL NUMBER	REGISTRATION NUMBER N148R
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TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	RW00181830-09	1/1/2023	1/1/2024	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 875,000	AGREED VALUE	\$ 1,000	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 5,000,000	EA OCC	\$ 87,500	Ded. - In motion
		\$ 100,000	EA PASS	\$	EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 25,000	EA OCC
	EXCLUDING CREW				
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Admin 1701 State Road 85 N Eglin 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 
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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

04/11/2023

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PRODUCER Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Orlando Helicopter Adventures, LLC 400 Legendary Drive Ste 340 Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

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POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:			
POLICY TYPE				LINE OF BUSINESS SUBCODE							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INDUSTRIAL AID	PLEASURE & BUS	COMMERCIAL		AIRPLANE	HELICOPTER	MIXED FLEET	EXCESS	QUOTA SHARE			
NON-OWNED				LIABILITY ONLY	HULL & LIABILITY	HULL ONLY					


AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached			
YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER	
2013	Robinson Helicopter Co	R66		N456LS	

TERRITORY:

AIRCRAFT COVERAGES											
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)						
	AC3022603-01	4/10/2023	12/20/2023	Y	N						
COVERAGE	OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO				
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT		\$ 730,000	AGREED VALUE	\$ 1,000	Ded. - Not in motion				
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY		\$ 1,000,000	EA OCC	\$ 73,000	Ded. - In motion				
				\$ 100,000	EA PASS	\$	EA PER				
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW		\$ 5,000	EA PER	\$ 25,000	EA OCC				
		EXCLUDING CREW									
COVERAGE	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)

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of Commissioners; Destin-Fort Walton Beach Airport Admin; 1701 State Road 85 N Eglin 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 
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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

04/11/2023

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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 Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID#:			
INSURED Orlando Helicopter Adventures, LLC 400 Legendary Drive Ste 340 Destin, FL 32541	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A : U.S. SPECIALTY INSURANCE COMPANY		100%	
	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.

POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:				
POLICY TYPE				LINE OF BUSINESS SUBCODE								
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
INDUSTRIAL AID	PLEASURE & BUS	COMMERCIAL	NON-OWNED	AIRPLANE	HELICOPTER	MIXED FLEET	EXCESS	QUOTA SHARE	LIABILITY ONLY	HULL & LIABILITY	HULL ONLY	


AIRCRAFT INFORMATION		ACORD 333, Aircraft Schedule attached			
YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER	
2018	Robinson Helicopter Co	R66		N5870H	

TERRITORY:

AIRCRAFT COVERAGES											
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)						
	AC3022603-01	4/10/2023	12/20/2023	Y	N						
COVERAGE	OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO				
AIRCRAFT HULL	<input checked="" type="checkbox"/>	ALL RISK GROUND AND FLIGHT		\$ 800,000	AGREED VALUE	\$ 1,000	Ded. - Not in motion				
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>	LIABILITY		\$ 1,000,000	EA OCC	\$ 80,000	Ded. - In motion				
				\$ 100,000	EA PASS	\$	EA PER				
MEDICAL PAYMENTS	<input checked="" type="checkbox"/>	INCLUDING CREW		\$ 5,000	EA PER	\$ 25,000	EA OCC				
		EXCLUDING CREW									
COVERAGE	OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO				
CODE	DESCRIPTION			\$		\$					
				\$		\$					
				\$		\$					
				\$		\$					
				\$		\$					

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of Commissioners; Destin-Fort Walton Beach Airport Admin; 1701 State Road 85 N Eglin 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 
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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

04/12/2023

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 Assuredpartners Aerospace-Wichita 9860 E 21st N Wichita, KS 67206	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID#:		
	INSURER(S) AFFORDING COVERAGE		
INSURED Timberview Helicopters, Inc 4008 Legendary Drive Ste 340 Destin, FL 32541	INSURER A : U.S. SPECIALTY INSURANCE COMPANY	%	NAIC #
	INSURER B :	100%	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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.

POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:					
POLICY TYPE				LINE OF BUSINESS SUBCODE									
<input type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/>	<input type="checkbox"/> AIRPLANE	<input checked="" type="checkbox"/> HELICOPTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> NON-OWNED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AIRCRAFT INFORMATION ACORD 333, Aircraft Schedule attached

YEAR 2012	MAKE Robinson Helicopter Company	MODEL R44 II	SERIAL NUMBER	REGISTRATION NUMBER N5678J
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TERRITORY:

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	RW00181830-09	4/5/2023	1/1/2024	Y	N
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL	<input checked="" type="checkbox"/> ALL RISK GROUND AND FLIGHT	\$ 300,000	AGREED VALUE	\$ 1,000	Ded. - Not in motion
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/> LIABILITY	\$ 1,000,000	EA OCC	\$ 30,000	Ded. - In motion
		\$ 100,000	EA PASS	\$	EA PER
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW	\$ 5,000	EA PER	\$ 20,000	EA OCC
	EXCLUDING CREW				
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
CODE	DESCRIPTION				
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

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

Certificate Holder is included as an Additional Insured.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners; Destin-Fort Walton Beach Airport Admin 1701 State Road 85 N Eglin 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 
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ACORD 21 (2016/03)

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

Procurement/Contract/Lease Number: <u>T30</u>	Tracking Number: <u>4892-23</u>
Procurement/Contractor/Lessee Name: <u>Timberview</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>operating agreement</u>	
Date/Term: <u>5 yrs w/ 154k mail</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: <u>4210R</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>34417</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>90 of revenue</u>	
Department: <u>airport</u>	Dept. Monitor Name: <u>Stacy</u>

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 3-30-23

Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federality Grant Name: _____ Date: _____

Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 3-30-23

Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 3-30-23

County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, March 30, 2023 2:29 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'; Jacqueline Matichuk; Odessa Cooper-Pool
Subject: Re: Timber view Operating Agreement - Coordination

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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
Sent: Thursday, March 30, 2023 2:02:14 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk; Odessa Cooper-Pool
Subject: FW: Timber view Operating Agreement - Coordination

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



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

DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, March 31, 2023 4:18 PM
To: DeRita Mason
Subject: RE: Timber view Operating Agreement - Coordination

Hello DeRita,

The Timber view Operating agreement is approved by Risk Management for insurance purposes.

Thank you,
Odessa

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 31, 2023 4:16 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Timber view Operating Agreement - Coordination

Thank you, I will have Allyson update, is it approved with update or do you need to see it back again?

DeRita Mason



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



MAY 11-12, 2023
Panama City, FL at Gulf Coast State College

