CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>10/25/2016</u>

Contract/Lease Control #: <u>L17-0445-AP</u>

Bid #: NA

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: <u>STATE OF DELWARE AND EXPRESS JET</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2016</u>

Expiration Date: <u>09/30/2021</u>

Description of

Contract/Lease: <u>SIGNATORY AIRLINE AFFILATE PERMIT AGREEMENT</u>

Department: <u>AP</u>

Department Monitor: <u>STAGE</u>

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: <u>TSTAGE@CO.OKALOOSA.FL.US</u>

Closed:

Cc: Finance Department Contracts & Grants Office

Willis Towers Watson 1.1"1.1

Willis Towers Watson Northeast, Inc. d/b/a Willis Global Aviation

CONTRACT#: L17-0445-AP STATE OF DELWARE & EXPRESS JET SIGNATORY AIRLINE AFFILATE PERMIT AGREEMENT EXPIRES: 09/30/2021

Bridget.Donley@WillisTowersWatson.com

CERTIFICATE OF INSURANCE

Issued on behalf of Insurers by Willis Towers Watson Northeast, Inc. - Willis Aerospace-Americas

This is to certify to:

Board of County Commissioners 302 N. Wilson Street Crestview, FL 32536

(Sometimes referred to herein as the Certificate Holder(s))

That the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED:

Champlain Enterprises, LLC d/b/a "CommutAir" d/b/a United Express and all

subsidiary, managed, owned or controlled companies.

NAMED INSURED'S

ADDRESS:

24950 Country Club Blvd, Suite 200

North Olmsted, OH 44070

INSURANCE COVERAGES:

Aircraft Hull (Ground, Taxiing and Flight) Insurance (including Aircraft Spare Parts

Insurance).

Aircraft Hull War Risks and Allied Perils Insurance (including War Risks Aircraft

Spare Parts Insurance). LSW555D.

Airline Liability Insurance: (including but not limited to General Liability, Passenger Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liabilities, Ground Hangarkeepers Liability, Cargo Legal Liability, Host Liquor Liability,

Excess Automobile Liability, Excess Employers Liability and AVN.52E).

Excess Aviation War, Hijacking and other Perils Liability: Whereas the Insured has in force an Aviation Liability Insurance (hereinafter referred to as the "Primary Policy") containing the Extended Coverage Endorsement (Aviation Liabilities)

AVN52E.

And whereas paragraph 3 of said Extended Coverage Endorsement contains a sub-

limit as stated herein (the "Primary Limit").

Excess Aviation War, Hijacking and other Perils Liability to pay on behalf of the Named Insured all sums in excess of the sublimit specified in the AVN52E endorsement to the Primary Policy which the Named Insured shall become legally liable to pay as damages for bodily injury or property damage caused by an occurrence during the Policy Period subject to the limit of liability herein.

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POLICY PERIODS: December 31, 2020 to December 31, 2021 on both dates at 12:01 A.M. Local

Standard Time at the address of the Named Insured.

GEOGRAPHICAL LIMITS: Worldwide.

LIMITS OF LIABILITY: Note: Aggregate Limits may be reduced due to paid claims

As respects Aircraft Hull (Ground, Taxiing and Flight Insurance): Aircraft Agreed Value as stated below subject to a Maximum Agreed Value of US\$20,000,000 any one aircraft, subject to deductibles (each and every loss) of: US\$250,000 as respects Regional Jets. (Deductibles not applicable in the event of total loss/constructive total loss/arranged total loss of the aircraft).

As respects Aircraft Spare Parts: not less than US\$100,000,000 any one loss/occurrence; not less than US\$20,000,000 any one transit, subject to a deductible of US\$5,000 any one claim but the applicable aircraft hull deductible stated above shall apply in respect of Spare Engine running or testing losses. Basis of valuation of Aircraft Spare Parts is Replacement Value (a.k.a. actual cash value) unless otherwise noted herein.

As respects Aircraft Hull War Risks and Allied Perils Insurance: Aircraft Agreed Value is as stated in Aircraft Hull (Ground, Taxiing and Flight) Insurance subject to a maximum Agreed Value of US\$20,000,000 any one aircraft. As respects Aircraft Spare Parts is as stated in Spare Engines and Spare Parts Insurance, subject to a maximum agreed value of \$20,000,000 any one loss/location/transit/item.

As respects Airline Liability Insurance: Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): not less than US\$200,000,000 any one occurrence/offense, in the aggregate annually as respects Products, Completed Operations and Personal Injury Liabilities.

However, the following sub-limits apply as part of and not in addition to the limit stated above:

As respects Personal Injury to third parties other than passengers: US\$25,000,000 any one occurrence, any one offense, in the aggregate annually.

As respects Excess Automobile Liability and Excess Employers Liability: This insurance to pay up to US\$25,000,000 excess of the applicable underlying policy limit of not less than US\$1,000,000 any one occurrence/offense and in the aggregate where applicable.

As respects AVN 52E: the limit of liability is a sublimit of US\$350,000,000 any one occurrence and in the annual aggregate except with respect to passengers to whom the full policy limit(s) shall apply,

In no event shall the amount payable in respect of any one occurrence each aircraft under the Primary Policy, and such excess policy combined exceed the combined single limit of the Primary Policy and any policy in excess thereof as declared.

As respects any Additional Coverages or Coverage Notes: Not Applicable

As respects Liability Insurance: US\$3,500 (or tariff, whichever is greater) each and every loss as respects Baggage, Wheelchairs and other Assistive Devices; US\$10,000 each claim as respects Cargo Legal Liability; US\$5,000 each claim as respects Ground Hangarkeepers Liability.

Certificate No.: 2020-0152

DEDUCTIBLES:

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USE OF PREMISES INSURED:

As respects Hull Insurance, when applicable: US\$250,000 each loss, each aircraft.

Solely as respects Airline Liability Insurance: Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Airline

Operations.

USE OF VEHICLES INSURED: Solely as respects Airline Liability Insurance: Ground Mobile Equipment and

Automobiles operated by the Named Insured on restricted airport premises.

CONTRACT(S): Any and all agreements between the Certificate Holder(s) with respect to the Named

Insured and their oprations regarding the Equipment (as defined below) (hereinafter,

the "Contract(s)")

Destin-Fort Walton Beach Airport Signatory Airline Affiliate Permit Agreement between

Okaloosa County, United Airlines, Inc. and one or more Named Insured(s) regarding the Equipment (as described below) (hereinafter, the "Contract(s)").

EQUIPMENT INSURED: All insured aircraft(s), Agree Value: not less than the Stipulated Loss Value(1)

Inclusive of (while attached to the aircraft or removed from the aircraft but not replaced)

(hereinafter, the 'Equipment')

(1) The term Stipulated Loss Value, as used in this Certificate of Insurance, shall mean: the value for which the Equipment must be insured during the above stated policy period, as required under the terms of the Contract(s). The term Stipulated Loss Value shall be considered synonymous with the appropriate term in the Contract(s) the definition of which sets forth the value for which the Equipment must be insured during the above stated policy period, including but

<u>not limited</u> to Stipulated Loss Value, Casualty Value, Total Loss Value, Insured Value, Insured Stipulated Loss Value, Termination Value or Agreed Value.

ADDITIONAL COVERAGE NOTES: Not Applicable

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SECURITY (the "insurers")

As respects Aircraft Hull and/or Airline Liability Insurance

Insurer **Policy Numbers**

One or more of the Member Companies of Global Aerospace Underwriting Managers

51 John F. Kennedy Parkway 282822/20 Short Hills, NJ 07078

Underwriters at Lloyd's & Various Insurance Companies through Willis Limited

The Willis Building, 51 Lime Street 23147A20

London, England EC3M 7DQ

Allianz Global Risks US Insurance Company Through Allianz Aviation Managers, LLC

A1AL000882220AM 1 Chase Manhattan Plaza, New York, NY 10005

National Union Fire Insurance Company of Pittsburg, PA

through AIG Aerospace, Inc. HL 003387408-24 100 Colony Square, Suite 1000

Atlanta, GA 30361

National Fire & Marine Insurance Company

Through Starr Aviation Agency, Inc. SASLAMR63628120-06

3353 Peachtree Road, NE, Suite 1000

Atlanta, GA 30326

Old Republic Aerospace

1990 Vaughn Rd., Suite 350 RAL00004206

Kennesaw, GA 30144

USAIG

125 Broad Street SIHL2-2813

New York, NY 10004

QBE Insurance Corporation through QBE North America

88 Pine Street

100011434 New York, NY 10005

Falls Lake Fire & Casualty Company Through Air Centurion Insurance Services, LLC

1332 Anacapa Street, Suite 120

Santa Barbara, CA 93101

ACQA-FL-00327-01

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any cosubscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (insurance)

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SECURITY (the "Insurers") for As respects Aircraft Hull War Risks and Allied Perils Insurance

Underwriters at Lloyd's & various Insurance Companies (each for their own part and not one for the other)

23147A20

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (insurance)

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SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage(s) and Solely when Required by Contract: Certificate Holder(s), Okaloosa County and its officers, members, Airport Directors, employees and agents is/are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest. The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

Solely as respects Comprehensive Airline Liability and Aviation War, Hi-Jacking and other Perils Excess Liability Coverage(s): This insurance is primary and without right of contribution from any other insurance as may be carried by the Additional Insureds.

Solely as respects Comprehensive Airline Liability and Aviation War, Hi-Jacking and other Perils Excess Liability Coverage(s): In the event of cancellation or adverse material change of the policies by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of Hull War Insurance and the Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers to the Certificate Holder(s) at the addresses shown on page one of this Certificate of Insurance.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date

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of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: December 31, 2020

Thomas Saltsman, Authorized Representative Willis Towers Watson Northeast, Inc.

CONTRACT#: L17-0445-AP STATE OF DELWARE & EXPRESS JET SIGNATORY AIRLINE AFFILATE PERMIT AGREEMENT EXPIRES: 09/30/2021

WillisTowers Watson 1.1"1.1

Willis Towers Watson Northeast, Inc.

Brookfield Place 200 Liberty Street, 7th Floor New York, NY 10281 Bridget.Donley@WillisTowersWatson.com

CERTIFICATE OF INSURANCE

Issued on behalf of Insurers by Willis Towers Watson Northeast, Inc. - Aerospace

This is To Certify To:

Board of County Commissioners 302 N. Wilson Street Suite 302 Crestview, FL 32536 Airports Director Destin-Fort Worth Beach Airport 1701 State Road 85 North Eglin Air Force Base, FL 32542

(Sometimes referred to herein as the Certificate Holder(s))

That the insurers listed, each for their own part, and not one for the other, are providing the following insurance:

NAMED INSURED

ManaAir LLC; KAir Enterprises, Inc. and successors; ExpressJet Airlines LLC and/or associated and/or subsidiary companies existing or hereafter acquired and/or interest heretofore relinquished and/or the parent company of any affiliated subsidiary companies (hereinafter, the "Named Insured(s)")

NAMED INSURED'S

ADDRESS

c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange St.

Wilmington, Delaware 19801

COVERAGE(S)

Comprehensive Airline Liability Insurance

TERRITORY

Worldwide

POLICY PERIOD

December 15, 2019 to December 31, 2020 on both dates at 12:01 AM local standard time

INSURERS

Global Aerospace, Inc. (Policy Number: 347569/19) and other US and Lloyds' Underwriters (100%)

(Please see the Security Addendum_001 for more details.)

CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES Destin-Fort Walton Beach Airport Signatory Airline Affiliate Permit Agreement between Okaloosa County, United Airlines, Inc. and ExpressJet Airlines, Inc. regarding the Equipment (as described below) (hereinafter,

the "Contract(s)").

EQUIPMENT

Any aircraft owned or operated by the Named Insured (hereinafter, the "Equipment")

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INSURANCE COVERAGE(S)	LIMITS OF LIABILITY	DEDUCTIBLES
Comprehensive Airline Liability Insurance: including, inter alia, Bodily Injury Liability, Non-Owned Aircraft Liability, Baggage Liability, Property Damage Liability, Passenger Legal Liability, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Fire Legal Liability Real Property, Excess Automobile Liability, Excess Employers Liability, Excess Advertisers Liability and Excess Marine Liability and Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E. Coverage includes liability arising out of the use by the Named Insured(s) of any premises owned, leased or occupied by the Named Insured(s)'s airline operations. Coverage includes liability arising out of the use by the Named Insured(s) of any automobile or mobile equipment operated by the Named Insured(s) while on restricted airport premises.	Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): Not less than USD \$200,000,000 any one occurrence/offense, in the aggregate annually as respects Products and Completed Operations Liability and Personal Injury Liability (Passengers only). However, the following sub-limits apply as part of and not in addition to the limit stated above: Personal Injury Liability to Third Parties other than Passengers: Not less than USD \$25,000,000 any one occurrence, any one offense, in the aggregate annually. Fire Legal Liability Real Property: USD \$5,000,000 each occurrence. Gounding Liability: USD \$125,000,000 any one grounding and in the annual aggregate. Excess Automobile Liability, Excess Employers Liability, Excess Employers Liability, Excess Advertisers Liability and Excess Marine Liability: USD \$25,000,000 any one occurrence and in the annual aggregate, where applicable, excess of underlying primary limits of not less than USD \$1,000,000 any one occurrence. Aviation Liabilities (AVN52E): Endorsement provides a sublimit of USD \$200,000,000 any one occurrence and in the annual aggregate (sublimit not applicable to Passengers).	USD \$3,500 (or tariff, whichever is greater) each and every loss as respects Baggage, Wheelchairs and other Assistive Devices; USD \$10,000 each claim as respects Cargo Legal Liability: USD \$5,000 each claim as respects Hangarkeepers liability.
Aviation War, Hi-jacking and other Perils Excess Liability Insurance: Follows all terms and conditions of the Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E	USD NA applicable separately any one aircraft excess of the USD NA sublimit any one occurrence and in the annual aggregate.	NIL Deductibles.

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Hull Coverage, if applicable:	NA	Each Loss, Each Aircraft	
		Aircraft Type	Deductible
NA		Regional	USD NA
		NA	
Aircraft Spare Parts Insurance, if applicable: NA	NA	NA	
Aircraft Hull War Insurance, if applicable: NA	NA	NA	

Willis Towers Watson 1-1-1-1

SPECIAL PROVISIONS

Subject always to the scope of the policies noted above and all the policies' declarations, Insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(les):

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

Solely as respects Liability Coverage(s) and Solely when Required by Contract: Certificate Holder(s), Okaloosa County and its officers, members, Airport Directors, employees and agents is/are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest.

Solely as respects Comprehensive Airline Liability and Aviation War, Hi-Jacking and other Perils Excess Liability Coverage(s): This insurance is primary and without right of contribution from any other insurance as may be carried by the Additional Insureds.

Solely as respects Comprehensive Airline Liability and Aviation War, Hi-Jacking and other Perils Excess Liability Coverage(s): In the event of cancellation or adverse material change of the policies by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of Hull War Insurance and the Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers to the Certificate Holder(s) at the addresses shown on page one of this Certificate of Insurance.

Additional Notes, if App	dicable	· · · · · · · · · · · · · · · · · · ·		
NA			······································	

WillisTowers Watson 1.1"1.1

Several Liability Notice:

The subscribing Insurer's obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason do not satisfy all or part of its obligations.

Each of the above Insurers, individually for its proportion only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience.

If the Certificate(s) have been issued prior to the Date of Issue of this certificate, this certificate cancels and supersedes each such certificate.

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

Date of Issue:

December 15, 2019

Thomas Saltsman, Authorized Representative Willis Towers Watson Northeast Inc.

Willis Towers Watson Northeast, Inc.

Willis Aerospace-Americas

USER NAME	PASSWORD	
Forgot Username?	Forgot Password?	LOGIN

Create an Account

Search Results

Current Search Terms: express* JET*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it. Glossary No records found for current search. Search Results Entity Exclusion Search <u>Filters</u> By Record Status By Record Type

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.









LEASE # L17-0445-AP STATE OF DELAWARE AND EXPRESS JET SIGNATORY AIRLINE AFFILIATE PERMIT AGREEMENT Expires: 09/30/2021

CONTRACT

DESTIN-FORT WALTON BEACH AIRPORT SIGNATORY AIRLINE AFFILIATE PERMIT AGREEMENT

185082

This Signatory Airline Affiliate Permit Agreement ("Permit") is made and entered into as			
of this 20th day of October	2016, by and between Okaloosa County, Florida		
("County"), a political subdivision o	f the State of Florida, United Airlines, Inc. ("Airline"), a		
corporation organized and existing u	inder the State of Delaware and ExpressJet d/b/a United		
Airlines, Inc. ("Affiliate"), a corporation organized, existing and doing business under and by			
virtue of the laws of the State of Georg	gia.		

WITNESSETH

WHEREAS, County has entered into an Airline Operating Agreement and Terminal Building Lease ("Use Agreement") with Airline for the nonexclusive use of facilities, space, and certain flying facilities of Eglin Air Force Base at the Destin-Fort Walton Beach Airport ("Airport") and for the payment of certain Airport rentals, fees and charges; and

WHEREAS, Airline is engaged in the business of commercial transportation by air of persons, property and mail to and from the Airport, hereinafter referred to as Airline's "Air Transportation Business"; said Air Transportation Business being operated at the Airport pursuant to Airline's Use Agreement; and

WHEREAS, pursuant to Section 2.02 of the Use Agreement, Airline is authorized to conduct its Air Transportation Business, or any part thereof, at the Airport, by and through another air transportation company or contractor; and

WHEREAS, Airline and Affiliate are parties to certain aircraft wet lease, code-sharing, affiliation and/or other agreements (collectively "Operating Agreements"), under which Affiliate operates flying services for Airline into and out of the Airport as ExpressJet d/b/a United Airlines, Inc.; and

WHEREAS, under the Operating Agreements, Affiliate provides flying services on behalf of Airline transporting Airline's passengers and their baggage to and from the Airport and Airline provides ground services and facilities to handle Affiliate's aircraft and load and unload Airline's passengers and their baggage through Airline's Leased Premises under Airline's Use Agreement, including, but not limited to, Airline's ticket-counter, holdroom and baggage-claim space and facilities; and

WHEREAS, Affiliate does not currently have either a lease or use agreement with County for the use of premises in the Terminal Building or the use of Eglin Air Force Base flying facilities, which authorizes it to independently operate into and out of the Airport; and

WHEREAS, Airline has designated Affiliate, pursuant to the terms of Section 1.04 of its Use Agreement, as an affiliate or affiliated airline, as defined in Section 1.01 of said Use

Agreement, in order to enable Affiliate to operate flying services for and on behalf of Airline pursuant to Section 2.02 of said Use Agreement; and

WHEREAS, Airline has requested County to issue this Permit to Affiliate to recognize its right to use the Airport to conduct flying services for and on behalf of Airline pursuant to Section 2.02 of Airline's Use Agreement and additionally to authorize Affiliate, with respect to Affiliate's flying services conducted on behalf of Airline, to provide and fulfill the obligations of indemnity and insurance to County in lieu of Airline's obligations under Sections 13.01, 16.12, and 13.02 of its Use Agreement;

NOW, THEREFORE, in consideration of the covenants, terms and obligations set forth herein, the parties agree as follows:

- 1. Airline and Affiliate hereby acknowledge and agree that pursuant to and in accordance with the Operating Agreements heretofore entered into between the parties and pursuant to Section 2.02 of Airline's Use Agreement that Airline has authorized Affiliate to certain "flying services" for and on behalf of Airline.
- 2. County hereby acknowledges and agrees that pursuant to and in accordance with Section 2.02 of the Use Agreement, Affiliate has the right to use the Airport to provide the subject flying services for and on behalf of Airline to transport Airline's passengers and their baggage to and from the Airport.
- 3. Affiliate hereby acknowledges and agrees that with respect to its authorized flying services for and on behalf of Airline under the Operating Agreements, and as described above, it shall comply with each and every obligation of Airline under its Use Agreement with the County which is or may become applicable to Affiliate's flying services and Affiliate's use and operation of the Airport as if Affiliate were Airline performing said flying services.
- 4. Affiliate acknowledges and agrees that it has received a copy of Airline's Use Agreement with the County, it has read and reviewed the terms and conditions of said Use Agreement, and hereby agrees that the terms and conditions of said Use Agreement as applicable to Affiliate's flying services performed for and on behalf of Airline, and its operations and use of the Airport are hereby incorporated by reference as obligations of Affiliate to County pursuant to this Permit.
- 5. Attached hereto as Attachment A to this Permit are Sections 13.01, 16.12 and 13.02 of Airline's Use Agreement with the County specifying the indemnity and insurance obligations of Airline to County under the terms and conditions of said Use Agreement. Affiliate hereby covenants and agrees that with respect to its flying services and operations to and from the Airport, including its use of the Eglin and Airport flying facilities, it will comply with each and every obligation of indemnity and insurance required of Airline pursuant to said Sections 13.01, 16.12, and 13.02 of said Use Agreement in lieu of and in substitution for the obligations of Airline thereunder. For and in consideration of Affiliate's assumption of said obligations of indemnity and insurance, as aforesaid, County agrees to accept and rely on the obligations of Affiliate under this Permit with respect to Affiliate's

- authorized flying services performed for and on behalf of Airline in lieu of those obligations of indemnity and insurance required of Airline under its Use Agreement.
- 6. Airline hereby acknowledges and agrees that, except for the obligations of indemnity and insurance assumed by Affiliate with respect to its authorized flying services performed for and on behalf of Airline pursuant to Section 2.02 of the Use Agreement, and as described above, all obligations of indemnity under Sections 13.01 and 16.12 and all obligations of insurance under Section 13.02 to the County under the terms and conditions of Airline's Use Agreement shall remain the obligations of Airline.
- 7. Any other provision of this Permit notwithstanding, Airline hereby acknowledges and agrees that all rentals, fees and charges and any other payment due County for or on account of Affiliate's flying services performed for and on behalf of Airline or Affiliate's use and operations at the Airport, including all passenger-related charges for passengers transported by Affiliate, shall be and remain the payment obligations of Airline to County under its Use Agreement and not those of Affiliate.
- 8. All notices from Affiliate to County shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County at the following addresses:

Board of County Commissioners 302 N. Wilson Street Suite 302 Crestview, FL 32536 Copy to: Airports Director
Destin-Fort Walton Beach Airport
1701 State Road 85 North
Eglin Air Force Base, FL 32542

- 9. Any party to this Permit giving notice of termination hereunder or either party to Airline's Use Agreement giving notice of termination shall notify, in writing, the other two parties to this Permit.
- 10. This Permit, which is controlled by Florida law pursuant to Section 17.16 of the Use Agreement, may be executed in separate multiple originals by the individual parties which are signatory hereto, and said documents shall have the effect as if all the parties hereto had executed one separate Permit and each multiple original.
- 11. So long as Affiliate continues to operate into and out of the Airport as ExpressJet d/b/a United Airlines, Inc. or as an affiliate of Airline, a renewal or extension of Airline's Use Agreement, or the execution of a new Airport use agreement between County and Airline, shall operate to renew and extend this Permit for the period of said renewed, extended or new use agreement.
- 12. All obligations of parties hereto, including but not limited to obligations of indemnity and obligations to make payments to the other party, which are accrued as of the date of termination or expiration to this Permit shall survive such termination or expiration.
- 13. Should Affiliate fail to adhere to any of the obligations set forth in this permit, the County at its sole discretion may terminate the permit upon ten (10) days written notice.

IN WITNESS WHEREOF, this Permit is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound hereby.

ATTESTS:	OKALOOSA COUNTY, FLORIDA
Jan J. Stafond J.D. Peacock II Clerk of Circuit Court Date: 10 /20 / 16	Charles K. Windes, Jr. Chairman, Board of County Commissioners Date: 10 / 20 / 16
ATTESTS: Signature Signature JETH IFCH L. AVOITH SOCIETORY Print Name Date: 9 12212016	Peter Froehlich Managing Director – Airport Affairs Date On Sal 2010
ATTESTS: Signature ONanna Baker Print Name Date: 10/3/16 CORPORATE SEAL:	EXPRESSJET D/B/A UNITED AIRLINES, P. INC. his Walker Signature LISA WALLER, DITELLOT PEF Print Name/Title Date: 09 /28 / 2016

ACKNOWLEDGMENT

STATE OF 1LLINOIS
COUNTY OF DU PAGE
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared to take acknowledgments in the COUNTY and says that he/she is the duly authorized representative of the execute contracts and leave agreements and that he/she appeared the executed the says agreements and that he/she appeared the executed
to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.
SWORN AND SUBSCRIBED before me this 22 day of Splember, 2016.
Lauraltonisse
My commission expires: NOTARY

OFFICIAL SEAL LAURA A. ASMUSSEN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 08-08-2019

ACKNOWLEDGMENT

COUNTY OF Henry
COUNTY OF Henry
Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and
STATE aforesaid, personally appeared Lisa Wolker, who under oath deposes
and says that he/she is the duly authorized representative of Express det Ain lines
to execute contracts and lease agreements and that he/she executed the foregoing instrument for
the uses and purposes contained therein.
SWORN AND SUBSCRIBED before me this 28th day of September, 2016. Diame M. ahwark
Dianne M. achworks
NOTARY
My commission expires: December 10, 2016

ATTACHMENT "A" ARTICLE 13 INDEMNIFICATION AND INSURANCE

Section 13.01 Indemnification

A. Airline shall assume, protect, defend, reimburse, and indemnify County and its past, present and future officers and Airports Directors and employees and agents, and each of them, and shall hold County and its past, present and future officers and Airports Directors and employees and agents, and each of them, harmless at all times from and against any and all liabilities, losses, fines, damages of whatever nature, causes of action of every kind and character, whether or not meritorious, suits, claims, demands, judgments, awards, settlements, costs and expenses including, without limitation, payments of claims or liabilities resulting from any injury or death of any person or damage to or destruction of any property resulting from or incident to Airline's use and occupancy of the Airline's Leased Premises or other areas or facilities at the Airport or in connection with or incident to the conduct of Airline's Air Transportation Business under this Agreement or its obligations and covenants under this Agreement including, but not limited to:

- 1. The willful misconduct, negligent or tortious act or omission of Airline or any of its agents, employees, business invitees, licensees, contractors or subcontractors;
- 2. Airline's negligence or willful misconduct or tortious act or omission in its use or occupancy of the Airport, the Airline's Leased Premises or its operations under or pursuant to this Agreement;
- 3. The violation by Airline of any agreement, covenant or condition of this Agreement;

except to the extent any such injury, death or damage is caused by the negligence or willful act of County, provided, however, the foregoing exception shall not apply to any County negligence required to be covered by Airline's insurance pursuant to Section 13.02 of this Article 13 or to any specific sole obligation of indemnity required of Airline under this Agreement.

B. RESERVED

C. Airline shall protect, defend, reimburse, and indemnify County and its past, present and future officers and Airports Directors and employees and agents, and each of them, and shall hold County and its past, present and future officers and Airports Directors and employees and agents, and each of them, harmless at all times from and against any and all claims and liabilities for compensation under any workers' compensation statute arising out of injuries sustained by any employee of Airline. Airline also covenants that it shall cause its licensees, contractors and subcontractors to maintain in effect at all times workers' compensation insurance as required by law.

- D. Airline's obligation to protect, defend, reimburse, and indemnity past officers and Airports Directors of County shall apply to such persons only for such periods during which said officers and Airports Directors held their office or position with County.
- E. Without limiting the generality of any other provision hereof, Airline shall reimburse County for any and all reasonable attorney's fees and investigation expenses incurred by County in the defense and handling of said causes of action, suits and claims and in enforcing the provisions of this Agreement, excepting those expenses incurred by County in the defense and handling of said causes of action, suits and claims resulting from the negligence or willful act or omission of County, provided, however, the foregoing exception shall not apply to any County negligence required to be covered by Airline's insurance pursuant to Section 13.02 of this Article 13 or to any specific sole obligation of indemnity required of Airline under this Agreement.
- F. Airline shall protect, defend, reimburse and indemnify County from, and assume all liability for, and pay, all taxes and assessments, including but not limited to such taxes and assessments as may from time to time be imposed by County, which by law may be levied or assessed on the Leased Premises, the Preferentially Assigned Premises and any other premises occupied by Airline pursuant to this Agreement, or which arise out of the conduct of Airline's Air Transportation Business under this Agreement or by reason of Airline's occupancy of its Leased Premises, Preferentially Assigned Premises or Rentals, Fees and Charges hereunder. Airline may, at its own risk, cost and expense, and at no cost to County, and without being deemed to be in default under this Agreement, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and County shall, to the extent permitted by law, execute such documents as are necessary to permit Airline to contest or appeal the same. Airline shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the Airports Director copies of receipts of payment of such taxes. In the event that County receives said bills, it shall promptly mail the same to Airline.

Section 13.02 Insurance

Airline shall, at its own cost and expense, procure and maintain in effect, and with respect to its Affiliates, require its Affiliates to procure and maintain in effect, the following minimum insurance coverages at all times during the term of this Agreement, and, prior to or contemporaneously with the execution of this Agreement, shall deliver to Okaloosa County, the Certificate Holder, 5479A Old Bethel Road, Crestview, FL 32536, certificates of insurance and endorsements, issued by a company or companies eligible to do business in the State of Florida, of recognized financial responsibility, evidenced by a minimum A.M. Best rating A, Class X or higher or its equivalent S&P financial strength rating, and reasonably satisfactory to County evidencing the following coverage for Airline and its Affiliates:

- A. Workers Compensation and Employers Liability Insurance for all employees engaged in operations under this Agreement. The limits of coverage shall be not less than:
 - 1. Workers' Compensation in accordance with the appropriate state statute.

2. Employer's Liability - \$1,000,000 - Limit Each Accident \$1,000,000 - Limit Disease Aggregate \$1,000,000 - Limit Disease Each Employee

B. Airport Liability Insurance coverage which shall include, but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operations Coverage (which shall not exclude (XCU) Explosion, Collapse and Underground Property Damage) Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall be maintained for a period of not less than three (3) years following final operations of Airline under this Agreement unless County agrees, in writing, to a reduction of such period for good cause shown by Airline. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability

\$200,000,000 Combined Single Limit Each Occurrence

C. Aircraft Liability Insurance for all owned, non-owned, leased or hired aircraft, including passenger coverage. Limits of coverage shall be not less than the following:

Bodily & Personal Injury and Property Damage Liability

\$200,000,000 Combined Single Limit Each Occurrence

D. Business Automobile Liability Insurance covering the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. Limits of coverage shall be not less than:

Bodily and Personal Injury and Property Damage Liability

\$5,000,000 Combined Single Limit Each Occurrence

E. Each certificate of insurance and endorsement required hereunder shall be personally and manually signed by the authorized representative of the insurance company shown on the certificate and shall provide that the coverages referred to therein shall not be terminated, modified or not renewed until County has received thirty days written notice thereof. In the event that Airline's insurer will not provide the aforereferenced thirty (30) days written notice with respect to termination, modification or nonrenewal, Airline shall notify County, in writing, immediately upon any of the aforenoted actions by its insurer. In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Airline shall promptly contract with another insurance carrier to provide the requisite coverage and shall promptly deliver to the Airports Director a replacement certificate. Each certificate and policy shall name Okaloosa County and its officers, members, Airports Director, employees and agents and each of them as additional insureds under the policies and additionally extend to Airline's indemnity obligation under this Agreement. The extension of insurance to Airline's indemnity obligations shall not apply to Worker's Compensation and auto policies. Each of the aforementioned certificates shall provide

that the policies shall be primary to any other policies of insurance or self-insurance maintained by County, except for Worker's Compensation policies. Airline shall deliver to the Airports Director, within a reasonable time following the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified. Airline authorizes County and its insurance consultant to confirm with Airline's insurance agents, brokers and insurance companies all information furnished County as to its compliance with its insurance requirements, including any impairment to the aggregate limits of any policy. If any insurance policy provided under this Agreement contains an aggregate limits, it shall contain a provision or endorsement providing that the insurance coverage and limits provided under this Agreement shall not be subject to said aggregate limits for this Airport location and this Agreement, unless this provision as to any particular coverage is waived or modified in writing by County. Any waiver by County of Airline's aggregate limits shall not be deemed a waiver or limit of Airline's liability or risk under this Agreement.

- F. The acceptance or delivery to County of any certificate of insurance and endorsement evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by County that the insurance requirements in this Agreement have been met.
- G. No operations shall commence or continue at the Airport unless and until the required certificates of insurance and endorsement are in effect and approved by County.
- H. The insurance coverages and limits required of Airline under this Agreement are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Airline. Airline retains the responsibility for assessing its total liability and physical risk exposures and managing these exposures.
- I. If at any time County requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to County.
- J. Neither party hereto shall be liable to the other party or to the insurer of the other party claiming by way of subrogation, with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of its insurance coverage carried for such protection with respect to such loss or damage. The provisions of this Paragraph J shall apply only to the extent permitted by provisions of the insurance policy in question.
- K. Failure by Airline to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Airline from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations (including but not limited to those of indemnification) of Airline contained herein.
- L. Airline shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance for its Leased Premises or Preferentially

Assigned Premises or any other part of the Airport. Further, if Airline shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the premiums for insurance for such Leased Premises or Preferentially Assigned Premises or the Airport, Airline shall pay the amount of such increase, pursuant to invoices from County.

M. County shall have the right at the conclusion of each Fiscal Year hereunder, upon the written recommendation of its insurance consultant, to make commercially reasonable modifications, alterations or additions to the insurance coverages and limits required hereunder upon thirty (30) days written notice to Airline and the other Signatory Airlines. County agrees to meet with Airline and the other Signatory Airlines to discuss and review such changes at least thirty (30) days prior to issuing the above written notice to Airline and the other Signatory Airlines.

ATTACHMENT "B" ARTICLE 16 GOVERNMENT INCLUSION AND GOVERNMENTAL COVENANTS

Section 16.12 Airline's Environmental Indemnity

With respect to applicable Environmental Laws and Environment Permits, Airline agrees as follows:

A. Without limiting Airline's liability pursuant to Section 13.01 above, Airline shall assume the risk of, be responsible for, protect, defend, reimburse, indemnify and hold harmless County and its past, present and future officers, the members of the Board of County Commissioners, the employees and agents of County, and each of them, including without limitation the Airports Directors of County, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages of whatever nature, fines, causes of action of every kind and character, whether or not meritorious, suits, demands, judgments, awards, settlements, costs and expenses, without limitation, payments of claims or liabilities resulting from or incident to Airline's use and occupancy of the Leased Premises or Assigned Apron or other areas or facilities at the Airport or in connection with or incident to the conduct of Airline's Air Transportation Business under this Agreement, or incurred in connection with any actual or threatened release of Hazardous Materials or environmental conditions, or arising out of the use of any fuels or other products, contaminants' spillage, seepage or contamination, any noise pollution or any other injury or damage in relation to health, safety, environmental protection, (including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future), or arising from the lack of sanitation, good order, security, fire precautions, traffic control or operations or maintenance caused by Airline or any of its agents, employees, licensees, contractors or subcontractors, during the term of this Agreement and including, without limitation, payments of reasonable attorney fees and environmental inspection costs, except to the extent the same is caused by the gross negligence or willful act of County and its past, present and future officers and Airports Directors and employees and agents,, provided, however, the foregoing exception shall not apply to any County negligence required to be covered by Airline's insurance pursuant to Section 13.02 of this Article 13 or to any specific sole obligation of indemnity required of Airline under this Agreement. This Section 16.12 (A) shall be the Country's sole right to indemnification under this Agreement for environmental-related matters.

B. All rights and remedies of County as provided in this Agreement with regard to the release or threatened release of Hazardous Materials or any actual or threatened violations of any applicable Environmental Law or Environmental Permit shall be deemed cumulative in nature; provided such release or threatened release of Hazardous Materials or environmental pollution, contamination, damages or actual or threatened violation are caused by Airline and County's right to indemnification as provided under this Section shall survive the termination of this Agreement.

Claims for any environmental matters are governed by the indemnity provision in Section 16.12 and not subject to the general indemnity of this Article 13.



Marsh USA 345 California Street Sulte 1300 San Francisco, California 94104-2679 Cellular 206 399 7056 Fax 415 743 7711

E-Mail: claudia.shipman@marsh.com

CERTIFICATE OF INSURANCE (Sometimes referred to herein as "this Certificate")

Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms"), this is to certify to:

Board of County Commissioners 302 N. Wilson Street Suite 302 Crestview, FL 32536 Airports Director
Destin-Fort Worth Beach Airport
1701 State Road 85 North
Eglin Air Force Base, FL 32542

(Sometimes referred to herein as "the Certificate Holder(s)" and/or "Contract Party(ies)")

that the Insurers referred to below, each for their own part <u>and not one for the other</u>, are providing the following insurance:

NAMED INSURED(S): SkyWest, Inc.; SkyWest Airlines, Inc.; SkyWest Leasing, Inc.; ExpressJet Airlines, Inc.; SkyWest Airlines, Inc. carrying on business as Delta Connection; SkyWest Airlines, Inc. carrying on business as United Express; SkyWest Airlines, Inc. carrying on business as Alaska Airlines operated by SkyWest; ExpressJet Airlines, Inc. carrying on business as Delta Connection; ExpressJet Airlines, Inc. carrying on business as United Express; ExpressJet Airlines, Inc. carrying on business as American Eagle; ExpressJet Holdings, LLC; InTech Aerospace Services, LP; ExpressJet Services, LLC; and as respects ownership and operations conducted by the Insured, associated and/or subsidiary companies existing or hereafter acquired and/or interests heretofore relinquished and/or the parent company of any affiliated subsidiary companies

NAMED INSURED'S ADDRESS: 444 South River Road, St. George, Utah 84790 (hereinafter, the "Named Insured(s)" Address")

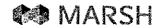
POLICY PERIOD: December 15, 2015 to December 15, 2016 on both dates at 12:01AM local time at the Named Insured's Address (hereinafter, the "Policy Period")

POLICY(IES) (hereinafter, the "Policy(ies)")/INSURERS (hereinafter, "Insurers")//POLICY NUMBERS: A Schedule of Policy(ies), Insurers and Policy Numbers is available on the web at: https://connectv7.mercer.com/eRoom/MarshNA/AviationExt, then, when prompted, please enter: (please note all are case sensitive); SKYWEST-EXPRESS, Password: SkyExp#6.

SEVERAL LIABILITY NOTICE: The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

GEOGRAPHICAL LIMITS: Worldwide.

DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES: Destin-Fort Walton Beach Airport Signatory Airline Affiliate Permit Agreement between Okaloosa County, United Airlines, Inc. and SkyWest Airlines, Inc. regarding the Equipment (as described below) (hereinafter, the "Contract(s)").



DESCRIPTION OF EQUIPMENT TO WHICH THIS CERTIFICATE APPLIES: Any aircraft owned or oprerated by the Named Insured (hereinafter, the "Equipment").

Summary of some of the more significant insurance coverage(s), limit(s) of liability and deductible(s) of the Policy(ies)			
INSURANCE COVERAGE(S)	LIMITS OF LIABILITY NOTE: AGGREGATE LIMITS WILL BE REDUCED DUE TO PAID CLAIMS WITHOUT FURTHER NOTICE TO THE CERTIFICATE HOLDER(S)	DEDUCTIBLES	
Airline liability insurance including, inter alia, bodily injury liability, non-owned aircraft liability, baggage liability, property damage liability, passenger legal liability, contractual liability, personal injury liability, products and completed operations liability, hangarkeepers liability, premises liability, cargo legal liability, liquor liability, fire legal liability real property, excess automobile liability, excess employers liability, excess advertisers liability and excess marine liability and Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E. Coverage includes liability arising out of the use by the Named Insured(s) of any premises owned, leased or occupied by the Named Insured(s)'s airline operations. Coverage includes liability arising out of the use by the Named Insured(s) of any automobile or mobile equipment operated by the Named Insured(s) while on restricted airport premises.	CERTIFICATE HOLDER(S) Combined single limit (bodily injury, property damage, personal injury (passengers only)) U\$\$200,000,000 any one occurrence/offense and in the annual aggregate as respects products and completed operations liability and personal injury liability (passengers only), subject to the following sublimits which are included within and not in addition to the limit set forth above: Personal injury liability (to third parties other than passengers): U\$\$25,000,000 any one occurrence, any one offense, and in the annual aggregate. Fire legal liability real property: U\$\$5,000,000 each occurrence Grounding liability: U\$\$125,000,000 any one grounding and in the annual aggregate. Excess automobile liability, excess employers liability, excess advertisers liability and excess marine liability: U\$\$25,000,000 any one occurrence and in the annual aggregate, where applicable, excess of underlying primary limits of not less than U\$\$1,000,000 any one occurrence. Aviation Liabilities a.k.a. AVN52E: Endorsement provides a sub-limit of \$200,000,000 any one occurrence and in the annual aggregate (sublimit not	US\$3,000 (or tariff, whichever is greater) each and every loss as respects baggage, wheelchairs and other assistive devices; US\$10,000 each claim as respects cargo legal liability: US\$5,000 each claim as respects hangarkeepers liability.	
	applicable to passengers).		

SPECIAL PROVISION(S)

Solely as respects: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable) and (iv) the airline operations of the Named Insured(s), the following provision(s) apply(ies):

Solely as respects airline liability insurance: Okaloosa County and its officers, members, Airport Directors, employees and agents are included as an additional Insured (the "Additional Insured") as its respective interests may appear, warranted no operational interest.

Solely as respects airline liability insurance: This insurance is primary without right of contribution from any other insurance which is carried by the Additional Insured(s).

MARSH

As respects airline liability insurance and aircraft hull: In the event of cancellation of the Policy(ies) by Insurers or adverse material change of the Policy(ies) by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured(s) until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of the Hull War Insurance and the Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E / ten (10) days in the event of cancellation due to non-payment of premium)after issuance of notice to the Certificate Holder(s) (through Marsh USA) at the address(es) shown on the first page of this Certificate.

If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies), said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no Certificate Holder(s)' address(es) shown above or if the Certificate Holder(s)' address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh USA (in writing, at the above address) of the correct address(es) of said Certificate Holder(s). Failure to do so will relieve Marsh USA of any obligation to notify the applicable Certificate Holder(s) of any Events relating to the Policy(ies) other than to the Certificate Holder(s)' address(es) (to the extent they are complete) shown on the first page of this Certificate UNLESS, prior to the Events occurring, the applicable Certificate Holder(s) provide(s) Marsh USA (in writing, at the above address) with the correct Certificate Holder(s)' address(es), in which case Marsh USA will be obligated to provide notice of Events to the applicable Certificate Holder(s) as undertaken by us in this Certificate.

Except with respect to any covered loss which occurs prior to termination (as described below): This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or contract party(ies) and/or otherwise) under this Certificate and/or the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s); (iv) (solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or contract party(les) and/or otherwise) under this Certificate and/or the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s)' or the Certificate Holder(s)' designated as additional insured(s) and/or loss payee(s) and/or contract party(ies) and/or otherwise) under this Certificate and/or the Policy(ies)) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or contract party(ies) and/or otherwise) under this Certificate and/or the Policy(ies)).

This Certificate: (i) does not constitute a contract between Insurers, Marsh USA and the Certificate Holder(s); (ii) is issued as a summary of the Policy(ies) referred to herein; (iii) is issued as a matter of information only; (iv) confers no rights upon the Certificate Holder(s) (and/or any other party that may be named in this Certificate as additional insured(s), loss payee(s), contract party(ies) or otherwise) other than those provided by the Policy(ies); (v) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (vi) notwithstanding any requirement, term or condition of any contract, agreement or other document with respect to which this Certificate may be issued or may pertain, is subject always to the Policy(ies)' Terms. The undersigned has been authorized by the above Insurers to issue this Certificate on their behalf and is not an insurer and has no liability of any sort under the Policy(ies) as an insurer as a result of this certification.

Date of Issue: October 6, 2016

Claudia D. Shipman,

Marsh USA