

CONTRACT#LI6-0442-AP
DELTA AIR LINES. INC.
SIGNATORY AIRLINE OPERATING AGREEMENT
AND TERMINAL BUILDING LEASE
EXPIRES: 09/30/2021

Marsh USA 121 River Street Waterfront Corporate Center Hoboken, NJ 07030 Phone: 201-284-3776 E-Mail: David.Kinney@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:

Okaloosa County Airports Okaloosa County BOCC 302 N. Wilson Street – Suite 301 Crestview, FL 32536

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

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):** Delta Air Lines, Inc.; Epsilon Trading LLC; MLT Vacations, Inc.; Mainline Travel, Inc.; MLT Tours and/or all subsidiary, affiliated, managed, owned and/or controlled companies as now or formerly constituted or which may hereafter formed, constituted and/or acquired, jointly or severally as their respective rights and interests may appear (hereinafter, the "Named Insured(s)")

NAMED INSURED(S)' ADDRESS: c/o Delta Air Lines, Inc., Risk Management Department 858, 1030 Delta Boulevard, Atlanta, GA 30320 (hereinafter, the "Named Insured(s)' Address")

INSURANCE COVERAGE(S): Airline Liability Insurance.

INSURERS (hereinafter, "Insurers") / POLICY(IES) (hereinafter, "Policy(ies)") / POLICY NUMBER(S) (hereinafter, "Policy Number(s)") / POLICY PERIOD(S) (hereinafter, "Policy Period(s)"):

The Schedule of Insurers, Policy(ies), Policy Number(s) and Policy Period(s) (hereinafter, the "Security") are available on the web at: <a href="https://aviation.marsh.com/del89zt.html">https://aviation.marsh.com/del89zt.html</a>

## 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, excluding Russia, Belarus, Ukraine and Crimea. However, in regards to the coverages evidenced hereunder, other than Hull War coverage, overflights in internationally recognized air corridors in accordance with ICAO recommendations or in circumstances where an insured aircraft has landed in any excluded country as a direct consequence and exclusively as a result of force majeure are covered. No coverage for Hull, Spares (including Hull War and Spares War risks) in respect to losses that occur in the territories of Ukraine, Crimea, Russia or Belarus, where such losses arise from or in connection with armed hostilities between Russia and Ukraine. Worldwide in respect of Product Liability.

**DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES:** Northwest Florida Regional Airport Amended and Restated Signatory Airline Operating Agreement and Terminal Building Lease dated April 5, 2011 between Okaloosa County, Florida and Delta Air Lines, Inc. (hereinafter, the "Contract(s)").

**DESCRIPTION OF EQUIPMENT TO WHICH THIS CERTIFICATE APPLIES:** Any aircraft owned or operated 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)	LIMIT(S) OF LIABILITY NOTE: AGGREGATE LIMITS WILL BE REDUCED DUE TO PAID CLAIMS WITHOUT FURTHER NOTICE TO THE CERTIFICATE HOLDER(S)	DEDUCTIBLE(S)
Airline Liability Insurance including, inter alia, bodily injury liability, property damage liability, passenger legal liability, baggage liability, contractual liability, personal injury liability, products and completed operations liability, hangarkeepers' liability, grounding liability, premises liability, dram shop liability/liquor liability, cargo liability (excess of a US\$5,000,000 per occurrence primary limit) and excess public automobile liability and Extended Coverage Endorsement (Aviation	Combined single limit (bodily injury, property damage, personal injury (passengers only)) US\$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:  Grounding liability: US\$25,000,000 any	US\$3,400 (or tariff, whichever is greater) each and every claim as respects baggage liability.
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) which relate to the	one occurrence, any one offense, and in the annual aggregate;  Personal injury liability (to third parties other than passengers): US\$25,000,000 any one occurrence, any one offense, and in the annual aggregate;	
Named Insured(s) which relate to the Named Insured(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.	Excess public automobile liability: US\$5,000,000 any one occurrence and in the annual aggregate where applicable excess of underlying primary limits of not less than US\$1,000,000 any one occurrence.	
	Aviation Liabilities a.k.a. AVN52E: Endorsement provides a sub-limit of US\$200,000,000 any one occurrence and in the annual aggregate (sub-limit not applicable to passengers).	

## SPECIAL PROVISION(S):

The following Special Provision(s) only apply(ies) to: (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), <u>subject to all of the Policy(ies)' Terms applying</u>, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured(s):

**Solely as respects airline liability insurance:** Okaloosa County and its past, present and future officers, members, Airport Directors, employees and agents are included as additional insured(s) (the "Additional Insured(s)") as their 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).



Solely as respects airline liability insurance: In the event of cancellation of the Policy(ies) (for any reason whatsoever, including non payment of premium) 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 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 address(es) shown above or if the 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.

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 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), except with respect to airline liability insurance required to be maintained after contract termination, in accordance with the provisions 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 otherwise) under this Certificate 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)' (and/or those designated as additional insured(s) and/or loss payee(s) 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 otherwise) under this Certificate and/or the Policy(ies)).

This Certificate: (i) is issued as a summary of the Policy(ies) referred to herein; (ii) is issued as a matter of information only; (iii) 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); (iv) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (v) 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:

December 21, 2022

Authorized Representative Marsh USA



Named Insured(s):

Delta Air Lines, Inc.; Epsilon Trading, LLC; MLT Vacations, Inc.; Mainline Travel, Inc.; MLT Tours and/or all subsidiary, affiliated, managed, owned and/or controlled companies as now or formerly constituted or which may hereafter formed, constituted and/or acquired, jointly or severally as their

respective rights and interests may appear

Policy Period(s):

December 21, 2022 to December 21, 2023 on both dates at 12:01 A.M. Local Standard Time at the

address of the Named Insured(s)'

Insurance Coverage(s):

Airline Hull including Aircraft Spare Parts Insurance and Liability Insurance; Aviation War, Hijacking and Other Perils Excess Liability Insurance

## **SECURITY**

INSURERS	POLICY NUMBER(S)
Allianz Global Risks US Insurance Company through Allianz Global Corporate and Specialty 28 Liberty Street, 38th Floor New York, NY 10005	A1AL000764722AM
Various Lloyds of London Syndicates British Insurance Companies and Others through Marsh, Ltd, Aviation Marsh London, Tower Place London EC3R 5BU	AVNAN2250089
Starr Technical Risks Agency on behalf of Starr Surplus Lines Insurance Company 3353 Peachtree Road NE, Suite 1000 Atlanta, GA 30326	SASLAMR63608422-13
Old Republic Insurance Company Through Old Republic Aerospace. 1990 Vaughn Road, Suite 350 Kennesaw, GA 30144	RAL00003708
Aero Assurance Limited c/o AON Insurance Managers 76 St. Paul Street – Suite 500 Burlington, VT 05401-4477	326-1-AA084 326-1-AA085
One or more member companies of United States Aircraft Insurance Group 125 Broad Street New York, NY 10004-2498	SIHL2-3159
National Union Fire Insurance Company of Pittsburgh, P.A. through AIG Aviation, Inc. 3500 Lenox Road, Suite 1100, Atlanta GA 30326	HL 013468655-01
Air Centurion Insurance Services, Inc. On behalf of Falls Lake National Insurance Company 1332 Anacapa Street Suite 120 Santa Barbara, CA 93101	ACQA-FL-00565-01
Applied Underwriters Aviation On behalf of Continental Indemnity Company 800 Battery Avenue Southeast The Battery, Suite 100 Atlanta, GA 30339	BAVQFHNGA011200_130609_01

## SEVERAL LIABILITY NOTICE

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