

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/23/2019

Contract/Lease Control #: C12-1938-AP

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FUEL FX INC. DBA EMERALD COAST AVIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/14/2018

Expiration Date: 09/30/2031

Description of Contract/Lease: FUEL MANAGEMENT & OPERATION SERVICES @ NWFRA

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-689-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

C12-1938-AP



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2021

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Collision			02-CA-019047925-11/000	06/26/2021	06/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Property			41-LX086581302-011/000	06/26/2021	06/26/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if n
C12-1938-AP
 Okaloosa County Board of Commissioners is included as loss payee.

CONTRACT#: C12-1938-AP
FUEL FIX, INC. DBA EMERALD COAST AVIATION AND FUEL MANAGEMENT OPERATION SERVICES AT NWFRA
EXPIRES: 09/30/2031

CERTIFICATE HOLDER OKALOO1 Okaloosa County Board of County Destin-Fort Walton Beach AP 1701 State Road 85 N Eglin AFB, FL 32542-1498	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	--



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2021

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

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

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

INSURED
Emerald Coast Aviation dba
Aero FX, Inc. & Fuel FX, Inc.
 5545 John Givens Road
 Crestview, FL 32539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp <input checked="" type="checkbox"/> Collision			02-CA-019047925-11/000	06/26/2021	06/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
B	Property			41-LX086581302-011/000	06/26/2021	06/26/2022	

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

C12-1938-AP
 Okaloosa County Board of Commissioners is included as loss payee.

CONTRACT#: C12-1938-AP
FUEL FIX, INC. DBA EMERALD COAST AVIATION AND FUEL MANAGEMENT OPERATION SERVICES AT NWFRA
EXPIRES: 09/30/2031

CERTIFICATE HOLDER OKALOO1 Okaloosa County Board of County Destin-Fort Walton Beach AP 1701 State Road 85 N Eglin AFB, FL 32542-1498	CAN SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	---



EMERA-1

QP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2020

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

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

PRODUCER Eastern Aviation Ins. Servs. 3070 Five Forks Tricuum Road P.O. Box 1534 Snellville, GA 30078 Terry M. Britt	770-978-4855	CONTACT NAME: Terry M. Britt PHONE (A/C, No, Ext): 770-978-4855 FAX (A/C, No): 770-978-4868 E-MAIL ADDRESS: tbritt@eaisllc.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Co															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Emerald Coast Avlation dba Aero FX, Inc., Fuel FX 5535 John Givens Road Crestview, FL 32539															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSP, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		AAPN10721118002	11/30/2019	01/06/2022	EACH OCCURRENCE \$ 25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 25,000,000 HKLL \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, etc)
L08-0335-AP and C12-1938-AP

CONTRACT#: C12-1938-AP
FUEL FX, INC., DBA EMERALD COAST AVIATION
FUEL MANAGEMENT AND OPERATION SERVICE
AT NWFRA
EXPIRES: 09/30/2031

CERTIFICATE HOLDER OKAL001 Okaloosa County Board of County Destin-Fort Walton Beach AP 1701 State Road 85 N Eglin AFB, FL 32542-1498	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	--

NOTEPAD

INSURED'S NAME Emerald Coast Aviation dba Aero FX, EMERA-1
Inc., Fuel FX OP ID: CR

PAGE 2
Date 12/02/2020

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

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

The coverage includes On Airport Premises Auto Liability Limit.

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

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



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Eastern Aviation Ins. Servs.
3070 Five Forks Trickum Road
P.O. Box 1534
Snellville, GA 30078
Terry M. Britt

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A:	Granite State Insurance Co.
INSURER B:	Praetorian Insurance Company
INSURER C:	Lexington Insurance Company
INSURER D:	National Union Fire
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

CANCELLATION

<p style="text-align: center;">AMERIC2</p> <p>American Airlines, Inc. Insurance Data Services 151 N. Lyon Avenue Hemet, CA 92543-3831</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Terry M. Britt</p>
--	---



EMERA-1

QP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

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

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

PRODUCER
Eastern Avlation Ins. Servs.
3070 Five Forks Trickum Road
P.O. Box 1534
Snellville, GA 30078
Terry M. Britt

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Granite State Insurance Co.	
INSURER B:	Praetorian Insurance Company	
INSURER C:	Lexington Insurance Company	
INSURER D:	National Union Fire	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER**CANCELLATION****CONTINE**

Continental Airlines, Inc.
P.O. Box 4607
Dept. HQSHF
Houston, TX 77210-4607

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

AUTHORIZED REPRESENTATIVE
Terry M. Britt



EMERA-1

QP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Eastern Aviation Ins. Servs.
3070 Five Forks Trickum Road
P.O. Box 1534
Snellville, GA 30078
Terry M. Britt

CONTACT NAME:		
PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Granite State Insurance Co.		
INSURER B: Praetorian Insurance Company		
INSURER C: Lexington Insurance Company		
INSURER D: National Union Fire		
INSURER E:		
INSURER F:		

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

MATERIA

Material Services Company, Inc
1000 Rosedale Avenue
Middletown, PA 17057

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

AUTHORIZED REPRESENTATIVE
Terry M. Britt



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

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

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

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

Waiver of Subrogation in favor of Okaloosa County.

CERTIFICATE HOLDER**CANCELLATION**

OKALOO1 Okaloosa County Board of County Destin-Fort Walton Beach AP 1701 State Road 85 N Eglin AFB, FL 32542-1498	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	---



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER TWIMC01 To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Terry M. Britt



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER: Eastern Aviation Ins. Servs. 3070 Five Forks Trickum Road... CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): INSURER(S) AFFORDING COVERAGE: INSURER A: Granite State Insurance Co. INSURER B: Praetorian Insurance Company INSURER C: Lexington Insurance Company INSURER D: National Union Fire

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability (Policy # 02-CA-019047925-08/000), Umbrella Liability, Workers Compensation (Policy # AWC0500165), Property (Policy # 41-LX086581302-08/000), and Excess Auto (Policy # 29-UE-042726231-01).

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

CERTIFICATE HOLDER: Enterprise Holdings, Inc. it's Subsidiaries and affiliated Companies, & LLC 200 Vestavia Pkwy, Ste 3700 Birmingham, AL 35216. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Terry M. Britt



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

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

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

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

ALLEGIA Alligent Air Director of Procurement Stratey 1201 N. Town Center Las Vegas, NV 89144	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	---



EMERA-1

OP ID: CR

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/07/2020

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

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

PRODUCER
Eastern Aviation Ins. Servs.
3070 Five Forks Trickum Road
P.O. Box 1534
Snellville, GA 30078
Terry M. Britt

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Granite State Insurance Co.	
INSURER B: Praetorian Insurance Company	
INSURER C: Lexington Insurance Company	
INSURER D: National Union Fire	
INSURER E:	
INSURER F:	

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

WORLD F1

World Fuel Services, Inc.
Ascent Aviation Group
One Mill Street
Parish, NY 13131

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

AUTHORIZED REPRESENTATIVE
Terry M. Britt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2019

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

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

PRODUCER Gallagher CA License No. #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito PHONE (A/C, H/O, Ext): 850-850-8445 FAX (A/C, No): 850-850-8480 E-MAIL ADDRESS: Erika.DiBonito@aig.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE Property & Casualty Insurance Co	20699	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : ACE Property & Casualty Insurance Co	20699													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Aero FX, Inc., dba Emerald Coast Aviation 5455 John Givens Road Crestview FL 32539	AEROFX-01													

COVERAGES **CERTIFICATE NUMBER:** 1787721776 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	AAP N10721118 002	11/30/2019	11/30/2020	EACH OCCURRENCE \$25,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$25,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMPROP AGG \$25,000,000 Hangarkeepers \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
These limits apply to the Aviation Operations of the Named Insured for VPS Airport Interplane Fueling Contract.

Per Chubb Form AAP236 Okaloosa County shall be included as additional insured and also provided a waiver of subrogation but only as respects operations of the named insured. The insurance extended by this endorsement shall not apply to, and r bodily injury or property damage which arises from the design, manufacture, modification,

CONTRACT#: C12-1938-AP
FUEL FX, INC, DBA EMERALD COAST AVIATION
FUEL MANAGEMENT & OPERATION SERVICES
NWFRA
EXPIRES: 09/30/2031

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethel Road Crestview FL 32536	CANCE SHOULD THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2019

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

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

PRODUCER Gallagher CA License #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito PHONE (A/C No. Ext): 850-650-8445 FAX (A/C No.): 850-650-8480 E-MAIL ADDRESS: erika_dibonito@aig.com PRODUCER CUSTOMER ID #: AEROFXI-01																					
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>%</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE Property & Casualty Insurance Co</td> <td></td> <td>20699</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	%	NAIC #	INSURER A: ACE Property & Casualty Insurance Co		20699	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE	%	NAIC #																				
INSURER A: ACE Property & Casualty Insurance Co		20699																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. dba Emerald Coast Aviation 5455 John Givens Road Crestview FL 32539																						

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

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 807576631 **REVISION NUMBER:**


INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
A	AAP N10721118 002	11/30/2019	11/30/2020	Y	

COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	<input checked="" type="checkbox"/> Aviation Liab	\$5,000,000	BI EA PER EA OCC	\$	PD
PREMISES MEDICAL PAYMENTS		\$5,000	EA PER	\$	EA OCC
PRODUCTS LIABILITY	<input checked="" type="checkbox"/> SALE OF FUEL & OIL	\$	BI EA PER	\$5,000,000	AGGR
	<input checked="" type="checkbox"/> EXTENDED	\$5,000,000	EA OCC		
COMPLETED OPERATIONS LIABILITY	<input type="checkbox"/> EXTENDED	\$	BI EA PER	\$2,000,000	AGGR
	<input checked="" type="checkbox"/>	\$2,000,000	EA OCC		
HANGARKEEPERS LEGAL LIABILITY	<input type="checkbox"/> INCLUDING TAXI				
	<input checked="" type="checkbox"/> IN FLIGHT	\$1,000,000*	EA AIRCRAFT	\$2,000,000	EA OCC
FIRE LEGAL LIABILITY	<input checked="" type="checkbox"/> RENTED TO YOU	\$500,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY	<input checked="" type="checkbox"/>	\$5,000,000	EA OCC	\$5,000,000	AGGR
ADVERTISING LIABILITY	<input checked="" type="checkbox"/>	\$5,000,000	EA OCC	\$5,000,000	AGGR
CONTRACTUAL LIABILITY	<input type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED				

CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HANGARKEEPERS LEGAL LIABILITY: \$5,000 Deductible.

See Attached..

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethal Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 2009, 2015 ACORD CORPORATION. All rights reserved.

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

Procurement/Contract/Lease Number: C12-1938-AP Tracking Number: 346819
Procurement/Contractor/Lessee Name: FuelFX, Inc. Grant Funded: YES ___ NO X
Purpose: amendment
Date/Term: 9-30-31
Amount: _____
Department: Arpts
Dept. Monitor Name: Stacy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 7-31-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: No [Signature] Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-5-19
_____ Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 8-9-19
_____ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Monday, August 05, 2019 2:27 PM
To: DeRita Mason
Subject: RE: Fuel FX Amendment Three for Coordination

DeRita

This is approved by risk management. I am assuming that a some point insurance will be required to be carried on the new building but since this is a proposal to build the building, it is approved as presented.

Thank you

Karen Donaldson

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



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

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, July 31, 2019 2:40 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Fuel FX Amendment Three for Coordination

Please review and approve.

Thank you,

DeRita

From: Dave Miner
Sent: Wednesday, July 31, 2019 1:30 PM
To: DeRita Mason <dmason@myokaloosa.com>

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, August 8, 2019 5:44 PM
To: Dave Miner; Tracy Stage; Allyson Oury
Cc: Lynn Hoshihara; DeRita Mason
Subject: RE: Fuel FX Amendment Three for Coordination

This it approved by legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson, P.A.**
ATTORNEYS AT LAW

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

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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Thursday, August 8, 2019 5:41 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Tracy Stage <tstage@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Fuel FX Amendment Three for Coordination

Ms. Parsons:

We accepted all revisions with the exception of the exhibit letters. I changed the exhibits from A & B to F & G because in the original contract we have exhibits A through E and attachments A through D.

Please let us know if this coordination is approved.

Thank you.

Dave

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

Dave Miner

From: Karen Donaldson
Sent: Tuesday, August 6, 2019 10:50 AM
To: Dave Miner
Subject: RE: COI Fuel FX for Compliance

Dave

This meets the contract requirements.

Thank you

Karen Donaldson

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



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: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, August 6, 2019 9:40 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI Fuel FX for Compliance

Karen:

The insurance company sent the revised COI, please see attached.

Dave

David E. Miner
Properties and Leases
Okaloosa County Airports

(850) 651-7160 Ext. 4
www.flyvps.com

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

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Monday, August 5, 2019 2:20 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: RE: COI Fuel FX for Compliance

Dave

The only change they need to make is to put Okaloosa county BOCC as additional insured on the auto and excess liability policies.

Thank you

Karen Donaldson

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



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

From: Dave Miner <dminer@myokaloosa.com>
Sent: Tuesday, July 23, 2019 10:22 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: RE: COI Fuel FX for Compliance

Karen:

Please review the attached COIs for compliance.
Thank you.

Dave

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

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

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Thursday, May 23, 2019 11:55 AM
To: Dave Miner <dminer@myokaloosa.com>
Subject: RE: COI Fuel FX for Compliance

Dave

On the policy that shows that the company includes on Airport Auto Liability insurance, they need to indicate the amount of the coverage...it needs to be \$5 million.
They are supposed to carry Pollution and Environmental insurance in the amount of \$5 million and I didn't see that included.
There is no coverage for workers comp.

Thanks

Karen Donaldson

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



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: Dave Miner
Sent: Tuesday, May 21, 2019 10:28 AM
To: Karen Donaldson
Cc: Allyson Oury
Subject: COI Fuel FX for Compliance

Karen:

The certificates of insurance are attached for Fuel FX (C12-1938-AP) please review for compliance.
Thank you.

Dave

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

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

Dave Miner

From: Dave Miner
Sent: Tuesday, August 6, 2019 9:40 AM
To: Karen Donaldson
Cc: Allyson Oury
Subject: COI Fuel FX for Compliance
Attachments: COI Fuel FX 8-6-19.pdf

Karen:

The insurance company sent the revised COI, please see attached.

Dave

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

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

From: Karen Donaldson <kdonaldson@myokaloosa.com>
Sent: Monday, August 5, 2019 2:20 PM
To: Dave Miner <dminer@myokaloosa.com>
Subject: RE: COI Fuel FX for Compliance

Dave

The only change they need to make is to put Okaloosa county BOCC as additional insured on the auto and excess liability policies.

Thank you

Karen Donaldson

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2019

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

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

PRODUCER Gallagher CA License No. #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito PHONE (A/C, No, Ext): 850-650-8445 E-MAIL ADDRESS: Erika_DiBonito@ajg.com	FAX (A/C, No): 850-650-8480
	INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE Property & Casualty Insurance Co		NAIC # 20699
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 751299045 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AAP N10721118 001	11/30/2018	11/30/2019	EACH OCCURRENCE	\$ 25,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 25,000,000
							GENERAL AGGREGATE	\$ 25,000,000
							PRODUCTS - COMP/OP AGG	\$ 25,000,000
							Hangarkeepers	\$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 These limits apply to the Aviation Operations of the Named Insured for VPS Airport Interplane Fueling Contract.

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

CONTRACT # C12-1938-AP
FUEL FIX, INC. DBA EMERALD COAST AVIATION
FUEL MANAGEMENT &
OPERATION SERVICES @ NWFRA
EXPIRES: 09/30/2031

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

STATE OF FLORIDA STORAGE TANK CERTIFICATE OF INSURANCE

Reference: 40 CFR 280.97(b)(2)

Insurer or Risk Retention Group:

FL Insurance Companies

Commerce and Industry Insurance Company, (herein referred to as "Insurer"),

[Name of Insurer or Risk Retention Group]

175 Water St., New York, NY 10038

[Business address of Insurer or Risk Retention Group]

"Insurer" is a(n) insurer
[Enter "insurer" or "risk retention group"]

Insured:

Fuel FX, Inc dba Emerald Coast
Aviation

Sunbiz

[Name of owner or operator]

5535 John Givens Road
Crestview, FL 32539

[Business address of owner or operator]

Policy Number: 067381335 **Endorsement Number:** Not applicable
[If applicable]

Period of Coverage: 11/30/18 - 11/30/19 **Policy Effective Date:** 11/30/18
[Current policy period]

Covered Locations:

[List for each facility covered: the FDEP identification number and the name and site address of the facility where tanks assured by this instrument are located and the number of tanks at that site. If separate mechanisms or combinations of mechanisms are being used to assure any of the tanks at this facility, list each tank assured by this instrument by the tank identification number provided in the notification submitted pursuant to Rules 62-761.400 and 62-762.401, F.A.C. If coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location. Indicate "See attachment" if required.]

FDEP FacID	Facility Name and Site Address	Number of Tanks or Tank I.D. Nos.
	See Attachment(s)	

Certification:

1. "Insurer" hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for corrective action and compensating third parties for bodily injury and property damage caused by accidental releases [Insert "corrective action" and/or "compensating third parties for bodily injury and property damage"] in accordance with and subject to the limits [Insert "sudden accidental releases" or "nonsudden accidental releases" or "accidental releases"] of liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of 40 CFR 280.97(b), as adopted by reference in Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.) for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are: 5,000,000 5,000,000

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

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

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

- 2. "Insurer" further certifies the following with respect to this policy:
 - a. Bankruptcy or insolvency of the insured shall not relieve "Insurer" of its obligations under the policy to which this certificate applies.
 - b. "Insurer" is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by "Insurer". This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
 - c. Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), "Insurer" agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
 - d. Cancellation or any other termination of the insurance by "Insurer" except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- Check this box if the following paragraph, for claims-made policies, applies
- e. The insurance covers claims otherwise covered by the policy that are reported to "Insurer" within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

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

licensed to transact the business of insurance

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

Michael J. Anderson
[Signature of Authorized Representative of Insurer]

Embossed seal of "Insurer" must be included.

alternative used, per DEP website:

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

Michael J. Anderson, Agency President
[Name and Title]

20 Commerce Drive, Floor 2, Cranford, NJ
07016

[Address]

800-475-4055

[Telephone Number]

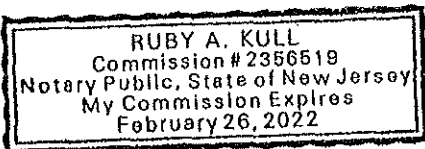
ggardner@policymangers.com

[Email Address]

Ruby A. Kull
[Signature of Witness or Notary]

4/19/17
[Date of Witness or Notary]

Ruby A. Kull
[Printed Name of Witness or include Notary Seal]





CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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

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

PRODUCER Gallagher CA License #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito PHONE (A/C, No, Ext): 850-650-8445 FAX (A/C, No): 850-650-8480 E-MAIL ADDRESS: erika_dibonito@ajg.com PRODUCER CUSTOMER ID#: AEROFX1-01																					
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>%</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE Property & Casualty Insurance Co</td> <td></td> <td>20699</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	%	NAIC #	INSURER A: ACE Property & Casualty Insurance Co		20699	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE	%	NAIC #																				
INSURER A: ACE Property & Casualty Insurance Co		20699																				
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.

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 592345291 **REVISION NUMBER:**


INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)
A	AAP N10721118 001	11/30/2018	11/30/2019	Y	

COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	<input type="checkbox"/>	\$	BI EA PER	\$	PD
	X Aviation Liab	\$5,000,000	EA OCC		
PREMISES MEDICAL PAYMENTS	<input type="checkbox"/>	\$5,000	EA PER	\$	EA OCC
PRODUCTS LIABILITY	X SALE OF FUEL & OIL	\$	BI EA PER	\$5,000,000	AGGR
	X EXTENDED	\$5,000,000	EA OCC		
COMPLETED OPERATIONS LIABILITY	<input type="checkbox"/>	\$	BI EA PER	\$2,000,000	AGGR
	X EXTENDED	\$2,000,000	EA OCC		
HANGARKEEPERS LEGAL LIABILITY	<input type="checkbox"/>	\$1,000,000*	EA AIRCRAFT	\$2,000,000	EA OCC
	X INCLUDING TAXI IN FLIGHT				
FIRE LEGAL LIABILITY	X RENTED TO YOU	\$500,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY	X	\$5,000,000	EA OCC	\$5,000,000	AGGR
ADVERTISING LIABILITY	X	\$5,000,000	EA OCC	\$5,000,000	AGGR
CONTRACTUAL LIABILITY	INCLUDED				EXCLUDED

CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

HANGARKEEPERS LEGAL LIABILITY: \$5,000 Deductible.	CONTRACT # C12-1938-AP FUEL FIX, INC. DBA EMERALD COAST AVIATION FUEL MANAGEMENT & OPERATION SERVICES @ NWFRA EXPIRES: 09/30/2031
See Attached...	

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethal Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

PRIVATE HANGAR LIABILITY COVERAGES

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

AVIATION PRODUCTS LIABILITY COVERAGES

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

OTHER COVERAGES

LINE OF BUSINESS

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

OTHER COVERAGES

LINE OF BUSINESS

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

The coverage includes On Airport Premises Auto Liability Limit.

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

The coverage include Contractual Liability, independent Contractors Liability and Excess Auto Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2016

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			02-CA-019047925-07/000	06/26/2019	06/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC0500165	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property			41-LX086581302-07/000	06/26/2019	06/26/2020	
D	Excess Auto			29-UE-042726231-0	07/18/2019	07/18/2020	Limit 4,000,000

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

Certificate Holder is included as an additional insured as respects the auto liability and excess liability.

CONTRACT # C12-1938-AP
FUEL FIX, INC. DBA EMERALD COAST AVIATION
FUEL MANAGEMENT & OPERATION SERVICES @ NWFRA
EXPIRES: 09/30/2031

CERTIFICATE HOLDER OKALOOS Okaloosa County Airports 5479 A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	---

AMENDMENT OF CONTRACT C12-1938-AP
FUEL FX, INC. dba EMERALD COAST AVIATION CONTRACT
FOR FUEL MANAGEMENT AND OPERATION SERVICES AT THE
DESTIN – FORT WALTON BEACH AIRPORT

This Amendment of Contract made and entered into this 20th day of August, 2019, hereby approves this Amendment Three for contract C12-1938-AP (“the Contract Agreement”), between Fuel FX, INC dba Emerald Coast Aviation, (“Operator”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on October 1, 2011, Operator entered into a Contract for Fuel Management and Operation Services Agreement, with the County at the Destin - Fort Walton Beach Airport with a current expiration date of September 30, 2026; and

WHEREAS, to meet the growing demands of the Destin-Fort Walton Beach Airport with the expansion of more airline operations, the Operator has added five new positions in the last three years; and

WHEREAS, there is currently no facility for employees, including restroom facilities, without the need to leave the fuel farm area; and

WHEREAS, the Operator now desires the construct a 1,950 square foot, single story permanent structure to house the administrative, training and storage needs of its operations at the fuel farm; and

WHEREAS, Operator sent a proposal to construct a Fuel FX facility at the Destin – Fort Walton Beach Airport which is incorporated in this amendment as Exhibit “F”, in exchange for which the County would extend the Operator’s Contract to September 30, 2031; and

WHEREAS, the proposed building is estimated to cost \$275,000 to construct and will be the property of Okaloosa County, but the Operator would be responsible for repairs and maintenance on the facility through the agreement term; and

WHEREAS, based on the need and the continuing expansion of the airports both parties agree that it is in the best interest of all to further extend the contract and amend the contract to ensure the best quality environment for staff and level of service to the Airport; and

WHEREAS, the County as a recipient of federal assistance is required to incorporate specific provisions in grant funded leases. These provisions are being incorporated in this amendment as listed in Exhibit “G”; and

WHEREAS, the County is required to add a new mandatory provision, Vendors on Scrutinized Companies Lists, to all contracts”; and

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

AMENDMENT

Contract C12-1938-AP is amended as follows:

1. The above recitals are incorporated herein by reference.
2. Section 4.01 titled “Term”, is deleted and replaced as follows:

The term of this agreement shall begin on the Commencement Date and shall end at midnight on September 30, 2031.

3. Section 18.06 titled “Notices”, is deleted and replaced as follows:

Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed USPS regular mail or certified return receipt or any overnight carrier, to County and Operator at the following addresses:

To County: Okaloosa County Airports
Airports Director
1701 State Road 85 North, Suite 1
Eglin AFB, FL 32542-1498

To Operator: FUEL FX, Inc. dba Emerald Coast Aviation
Jonathan Dunn
5535 John Givens Road
Crestview, FL 32539

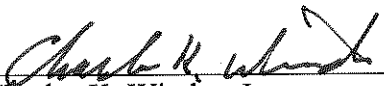
4. Operator agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit “G”, attached hereto and incorporated herein.
5. By executing this Amendment, Operator, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on

the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

6. Operator agrees to construct a permanent building in accordance with its proposal attached as Exhibit "F" and incorporated herein by reference.
7. Operator's proposal to construct a permanent building under this Amendment includes the following key dates: Design and permitting to be completed no later than December 31, 2019, to include the design approved by County; ground breaking will occur no later than January 1, 2020 and construction will be complete no later than June 30, 2020. Failure to comply with these key dates will result in automatic rescission of this term amendment, resulting in a reversion of the contract termination date to midnight September 30, 2026, without prior written notice by County. Operator shall furnish one (1) set of as-built drawings to the airport upon completion of the project. The Operator is responsible for all building code requirements and requirements through the Okaloosa County Growth Management Development Order and permitting process.
8. Operator shall be responsible for all repairs and maintenance to the newly constructed building through the duration of this Agreement and any extensions thereof. The County shall have no responsibility through the duration of the agreement to repair or maintain the building. Upon termination of the Agreement, Operator shall surrender the building to the County.
9. The Operator agrees to indemnify and hold harmless the County from any claims arising from the construction of the building and the Operators use of the building. Operator will not cause any lien on encumbrance to be placed on the property including mechanics liens.
10. All other provisions of the Contract Agreement and Amendments shall remain in full force and effect through the duration of the lease term.

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

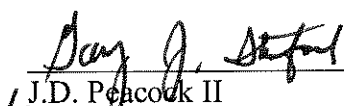
OKALOOSA COUNTY, FLORIDA



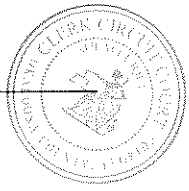
Charles K. Windes, Jr.
Chairman, Board of County Commissioners
Date: AUG 20 2019



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



OPERATOR

S.R.L.
FUEL FX, Inc. dba Emerald Coast
Aviation
Jonathan Dunn
Date: 8-9-19

ATTEST:

K. Hardell
Witness

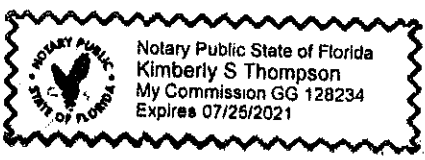
Matthew L. O'neal
Witness

ACKNOWLEDGMENTS

STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 9 day of August, 2019, AD.



Kim Thompson
NOTARY

My Commission Expires: 7/25/21

Exhibit "F"

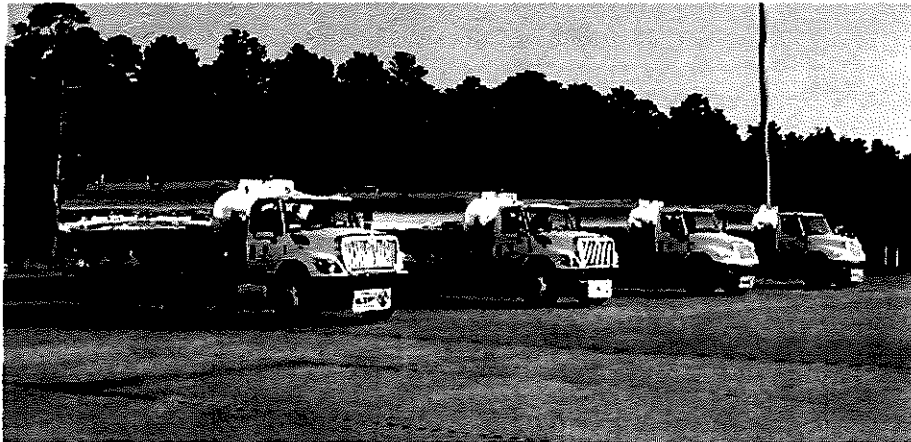
**FUEL FX, INC. dba EMERALD COAST AVIATION
REQUEST TO CONSTRUCT A FUEL FX FACILITY PROPOSAL**

Proposal begins on next page.



**Fuel Management and Operation Services
Destin-Fort Walton Beach Airport**

**Contract No. C12-1938-AP
Request to Construct a Fuel FX Facility and Contract Extension**



**Fuel FX, Inc. dba
Emerald Coast Aviation**



Contents

• Introduction	3
• Our Services	4
• Our Facilities	7
• Our People	9
• Our Proposal	10
• Our Request	13



Introduction

Emerald Coast Aviation has done business with Okaloosa County since 2009, when we became the Fixed Base Operator for Bob Sikes Airport in Crestview (CEW). We have operated the Fuel Management contract at Destin-Fort Walton Beach Airport (VPS) since 2011. We have made a long-term commitment to Okaloosa County. In fact, over the last decade we have invested millions of dollars into the community through payrolls, infrastructure and equipment purchases not to mention volunteer time and contributions. In Crestview, we built a beautiful new 5,000 square foot terminal building, renovated the existing hangar and rebuilt and expanded the fuel farm. At Destin-Fort Walton Beach, we have purchased four brand new 5,000 gallon jet fuel trucks in the last two years. We currently employ more than 20 skilled workers and are continuing to grow and invest in our work force. We are a family owned business and are committed to bringing excellence to our customers and to Okaloosa County through the services we provide, through our facilities and through our people.



Terminal Building in
Crestview, completed
2015



Our Services

Under the Fuel Management and Operation Services contract at VPS, our team manages every aspect of fuel receiving, storage and delivery for all the carriers who fly in or out of the airport. Safe, effective and efficient fueling is critical to the success of each airline and the smooth operation of the airport.

When a delivery arrives, our team carries out strict quality control checks to ensure the fuel meets strict ATA 103 regulatory requirements and ASTM D1655 specification. If the fuel does not meet the requirements the fuel load will be rejected. After the fuel quality is verified, it is then loaded into the VPS fuel farm under our team's supervision. From there, it is filtered again and loaded into the Emerald Coast Aviation fuel trucks.



Every aircraft that arrives at VPS is greeted by an Emerald Coast Aviation employee and fuel truck. The employee receives a fuel slip from the flight crew indicating the weight of fuel required. The amount of fuel is determined by the airline ground staff in coordination with the airline operations staff. Once the crew and ground staff are satisfied with the fuel onboard, the aircraft is dispatched and can take off to its next destination.

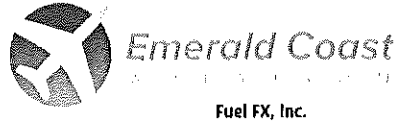




There are currently four major airlines operating out of VPS, but each airline may actually consist of several carriers, so there are more than a dozen carriers operating out of VPS. Each carrier then may operate several different models and sizes of aircraft. Emerald Coast Aviation is responsible for compliance with specifications of each of these aircraft, carriers and airlines. We are responsible for continuous training and documentation to comply with these strict requirements.

Our operation is audited several times a year by each carrier and the Federal Aviation Administration (FAA), as well as periodically by the Department of Agriculture and the Federal Environmental Protection Agency.





2019 Year-to-date Audit Results

Republic audit – January 8, 2019 – No Findings

Express Jet audit – February 8, 2019 – No Findings

Allegiant audit – February 20, 2019 – No Findings

Trans States audit – February 26, 2019 – No Findings

Delta Air Lines audit – March 13, 2019 – Exceeds Expectations

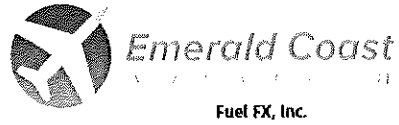
FAA for PSA audit – March 14, 2019 – No Findings

American audit – March 18, 2019 – No Findings

Envoy audit – March 25, 2019 – No ECA Findings

Part 139 Inspection – March 26, 2019 – No ECA Findings

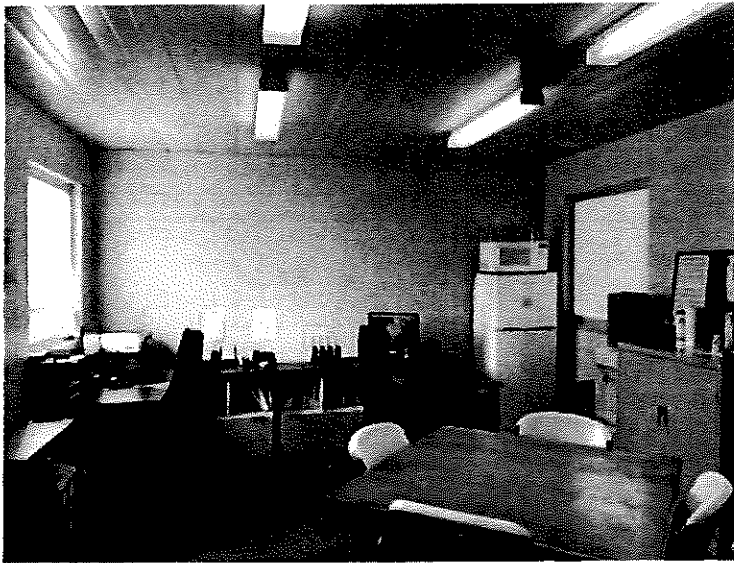
Silver Airways – April 23, 2019 – No Findings



Our Facilities

Emerald Coast Aviation (ECA) purchased two brand-new 5,000 gallon fuel trucks in 2017, and two brand-new 5,000 gallon fuel trucks in 2018. Also in 2018, the County invested in an upgraded and expanded fuel farm. All of this investment is necessary to continue to meet the growing demand and high expectations of the airlines and flying public at VPS.

ECA currently occupies two spaces at VPS.



The Gatehouse is a 20 x 15 block building that was originally a storage facility. We currently use this space as our office and training space. We keep two computers and all of our paperwork in this building. However, we do not have exclusive use or access to this space. In addition, this building is located more than 100 yards from the area where our trucks are stationed for fueling. There are no kitchen or bathroom facilities in this building.



We are also provided a small corner in the cargo building for storage of items which do not require air conditioning. We have access to rest rooms, but they are not heated or cooled.

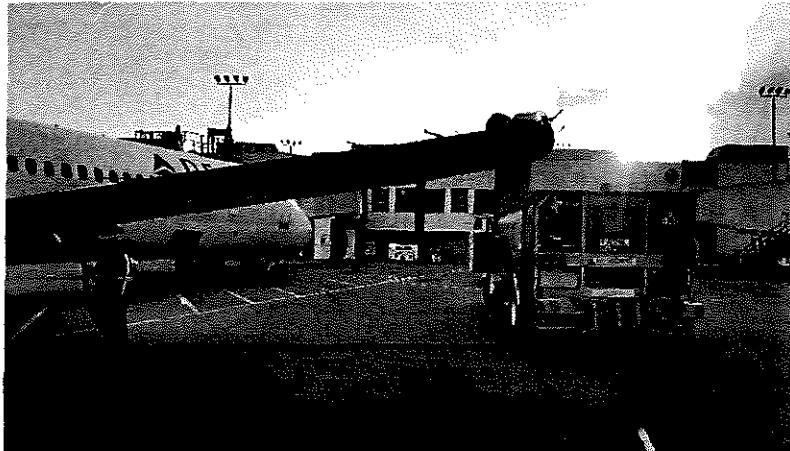




Our People

Emerald Coast Aviation provides more than 20 skilled jobs in Okaloosa County including A&P mechanics, pilots, fuelers and more. Some employees are trained on the job and some have decades of airline and industry experience. Our company culture is a commitment to continuous training and development. We have an excellent safety record and have had zero at-fault accidents while operating at VPS.

We currently employ 10 full time employees at VPS and are continuing to expand. We offer good pay and benefits as well as advancement opportunities. We provide our employees with the best tools they need to get the job done and strive to provide the best possible work environment. That is why we are proposing construction of a dedicated facility for our staff to operate from at VPS.

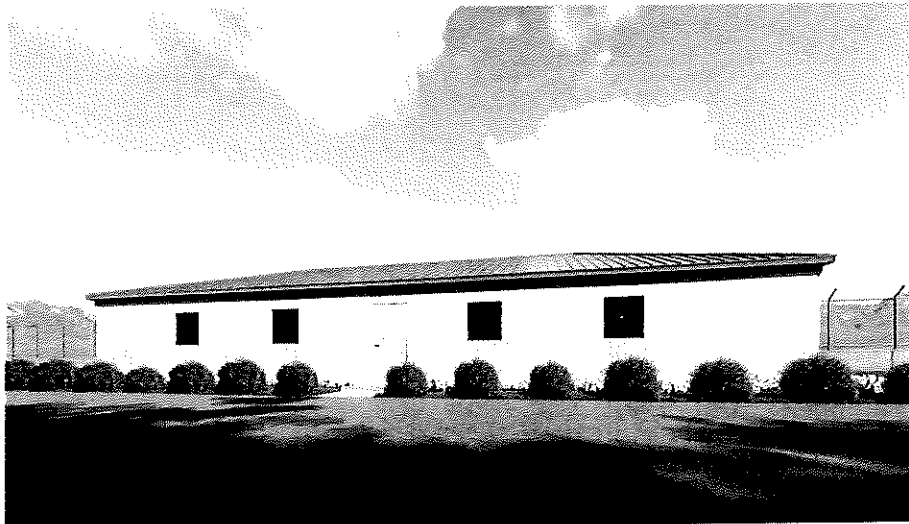




Our Proposal

To keep up with the success and ever-growing need at Destin-Fort Walton Beach Airport, we propose to construct a permanent building to house our operations at VPS. Our desire is to construct a 1,950 square foot single story building matching the current architectural style of the airport. The building will be located in closer proximity of our fueling operations and will be heated and cooled. This facility will not only house our office and required documentation; it will also provide adequate space for training and storage. Our proposal will provide indoor rest rooms, showers and locker facilities in a climate-controlled space.

Emerald Coast Aviation will pay for the design and construction of this building, estimated to be \$275,000. We will have exclusive use of the building, but ownership will revert to the County at the end of our term. In addition, this will free up the space that ECA currently occupies for Airport operations or for lease revenue.



Artist Rendering – front elevation



Emerald Coast

AERIAL PHOTOGRAPHY

Fuel FX, Inc.



Floor Plan



Timeline

Our anticipated timeline includes the following key dates:

- Design and permitting: July 1 – December 31, 2019
- Groundbreaking: January 1, 2020 or sooner
- Construction complete: June 30, 2020 or sooner



Our Request

Emerald Coast Aviation and Okaloosa County have enjoyed a mutually beneficial relationship for more than ten years. In Crestview, we have transformed Bob Sikes Airport into a destination and a first class welcoming hub for the general aviation community and for employers and contractors alike. At Destin-Fort Walton, we have been integral in ensuring smooth and on-time operations for our customers and yours. We operate with integrity and with dedication to our community. We are committed to continuing to invest in the future of Okaloosa County and we want to do so by making a significant investment in the infrastructure at Destin-Fort Walton Beach Airport. In return and to mitigate the risk of such an investment, we are hereby requesting an extension of our current Fuel Management and Operations Services contract at VPS of no less than five years, or until September 30, 2031.

Emerald Coast Aviation presented this proposal to the Okaloosa County Aviation Board on February 11, 2019 and gained unanimous support from the Board.

Emerald Coast Aviation

5535 John Givens Road

Crestview, Florida 32539

(850) 398-6749

www.emeraldcoastaviation.com

Exhibit "G"

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

- (2) If the Concessionaire is enrolled as a Federal Contractor in E-Verify at time of contract award, the Concessionaire shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Concessionaire shall initiate verification of all new hires of the Concessionaire, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Concessionaire shall initiate verification of all new hires of the concessionaire, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Concessionaire shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Concessionaire is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Concessionaire may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Concessionaire shall follow the applicable verification requirements of (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Concessionaire may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Concessionaire shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Concessionaire's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Concessionaire shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Airline's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Concessionaire, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Concessionaire is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Concessionaire, then the Concessionaire must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/25/2016

Contract/Lease Control #: C12-1938-AP

Bid #: AP 40-11

Contract/Lease Type: AGREEMENT

Award To/Lessee: FUEL FX, INC., DBA EMERALD COAST AVIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2011

Expiration Date: 09/30/2026

Description of Contract/Lease: FUEL MANAGEMENT AND OPERATION SERVICES @ NWFA

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2019

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

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

PRODUCER Gallagher CA License No. #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito PHONE (A/C, No, Ext): 850-650-8445 E-MAIL ADDRESS: Erika_DiBonito@ajg.com	FAX (A/C, No): 850-650-8480
	INSURER(S) AFFORDING COVERAGE	
INSURED AEROFXI-01 Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. Emerald Coast Aviation 5545 John Givens Road Crestview FL 32539	INSURER A: ACE Property & Casualty Insurance Co	NAIC # 20699
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 751299045 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	AAP N10721118 001	11/30/2018	11/30/2019	EACH OCCURRENCE \$25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$25,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMP/OP AGG \$25,000,000 Hangerkeepers \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may b These limits apply to the Aviation Operations of the Named Insured for VPS Airport Inte

Per Chubb Form AAP236 Okaloosa County shall be included as additional insured and the named insured. The insurance extended by this endorsement shall not apply to, an bodily injury or property damage which arises from the design, manufacture, modificati

CONTRACT: C12-1938-AP
FUEL FX, INC., DBA EMERALD COAST AVIATION
FUEL MANAGEMENT & OPERATION SVS @ NWFRA
EXPIRES: 09/30/2026

C12-1938-AP

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2016

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>			02-CA-019047926-07/000	06/26/2019	06/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AWC0500165	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property			41-LX086681302-07/000	06/26/2019	06/26/2020	
D	Excess Auto			29-UE-042726231-0	07/18/2019	07/18/2020	Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as an additional insured as respects the auto liability and excess liability.

CERTIFICATE HOLDER <p style="text-align: center;">OKALOOS</p> Okaloosa County Airports 5479 A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry M. Britt
--	--

STATE OF FLORIDA STORAGE TANK CERTIFICATE OF INSURANCE

Reference: 40 CFR 280.97(b)(2)

Insurer or Risk Retention Group:

FL Insurance Companies

Commerce and Industry Insurance Company

(herein referred to as "Insurer"),

[Name of Insurer or Risk Retention Group]

175 Water St., New York, NY 10038

[Business address of Insurer or Risk Retention Group]

"Insurer" is a(n) Insurer

[Enter "Insurer" or "risk retention group"]

Insured:

Fuel FX, Inc dba Emerald Coast
Aviation

Sunbiz

[Name of owner or operator]

5535 John Givens Road
Crestview, FL 32539

[Business address of owner or operator]

Policy Number: 067381335

Endorsement Number: Not applicable
[If applicable]

Period of Coverage: 11/30/18 - 11/30/19
[Current policy period]

Policy Effective Date: 11/30/18

Covered Locations:

[List for each facility covered: the FDEP identification number and the name and site address of the facility where tanks assured by this instrument are located and the number of tanks at that site. If separate mechanisms or combinations of mechanisms are being used to assure any of the tanks at this facility, list each tank assured by this instrument by the tank identification number provided in the notification submitted pursuant to Rules 62-761.400 and 62-762.401, F.A.C. If coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location. Indicate "See attachment" if required.]

FDEP FacID	Facility Name and Site Address	Number of Tanks or Tank I.D. Nos.
	See Attachment(s)	

Certification:

1. "Insurer" hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for corrective action and compensating third parties for bodily injury and property damage caused by [Insert "corrective action" and/or "compensating third parties for bodily injury and property damage"] accidental releases

[insert "sudden accidental releases" or "nonsudden accidental releases" or "accidental releases"] in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of 40 CFR 280.97(b), as adopted by reference in Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.) for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are: 5,000,000

5,000,000

Each Occurrence: \$ _____

Annual Aggregate: \$ _____

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

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

2. "Insurer" further certifies the following with respect to this policy:

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

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

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

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

licensed to transact the business of insurance

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

Michael J. Anderson

[Signature of Authorized Representative of Insurer]

Embossed seal of "Insurer" must be included.

alternative used, per DEP website:

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

Michael J. Anderson, Agency President

[Name and Title]

20 Commerce Drive, Floor 2, Cranford, NJ
07016

[Address]

800-475-4055

[Telephone Number]

ggardner@policymanagers.com

[Email Address]

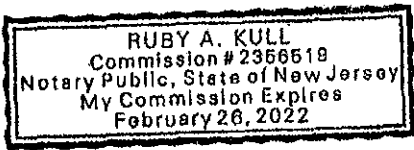
Ruby A. Kull

[Signature of Witness or Notary]

4/19/17
[Date of Witness or Notary]

Ruby A. Kull

[Printed Name of Witness or Include Notary Seal]





CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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

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

PRODUCER Gallagher CA License #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito			
	PHONE (A/C, No, Ext): 850-650-8445	FAX (A/C, No): 850-650-8480		
E-MAIL ADDRESS: erika_dibonito@ajg.com				
PRODUCER CUSTOMER ID #: AEROFXI-01				
INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. 5455 John Givens Road Crestview, FL 32539	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: ACE Property & Casualty Insurance Co			20699
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

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

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER: 592345291** **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
A	AAP N10721118 001	11/30/2018	11/30/2019	Y	


COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	<input type="checkbox"/>	\$	BI EA PER	\$	PD
	X Aviation Liab	\$5,000,000	EA OCC		
PREMISES MEDICAL PAYMENTS	<input type="checkbox"/>	\$5,000	EA PER	\$	EA OCC
PRODUCTS LIABILITY	X SALE OF FUEL & OIL	\$	BI EA PER	\$5,000,000	AGGR
	X EXTENDED	\$5,000,000	EA OCC		
COMPLETED OPERATIONS LIABILITY	<input type="checkbox"/>	\$	BI EA PER	\$2,000,000	AGGR
	X EXTENDED	\$2,000,000	EA OCC		
HANGARKEEPERS LEGAL LIABILITY	<input type="checkbox"/>	\$	EA AIRCRAFT	\$2,000,000	EA OCC
	X INCLUDING TAXI IN FLIGHT	\$1,000,000*			
FIRE LEGAL LIABILITY	X RENTED TO YOU	\$500,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY	X	\$5,000,000	EA OCC	\$5,000,000	AGGR
ADVERTISING LIABILITY	X	\$5,000,000	EA OCC	\$5,000,000	AGGR
CONTRACTUAL LIABILITY	INCLUDED		EXCLUDED		

CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

HANGARKEEPERS LEGAL LIABILITY: \$5,000 Deductible.

See Attached...

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethal Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 2009, 2015 ACORD CORPORATION. All rights reserved.

PRIVATE HANGAR LIABILITY COVERAGES

PRODUCER CUSTOMER ID: AEROFXI-01

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

AVIATION PRODUCTS LIABILITY COVERAGES

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

OTHER COVERAGES

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

OTHER COVERAGES

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

The coverage includes On Airport Premises Auto Liability Limit.

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

The coverage include Contractual Liability, independent Contractors Liability and Excess Auto Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2019

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

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

PRODUCER Gallagher CA License No. #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito
	PHONE (A/C. No. Ext.): 850-650-8445 FAX (A/C. No.): 850-650-8480 E-MAIL ADDRESS: Erika_DiBonito@ajg.com
INSURED AEROFXI-01 Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. Emerald Coast Aviation 5545 John Givens Road Crestview FL 32539	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACE Property & Casualty Insurance Co 20699 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 751299045 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AAP N10721118 001	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 25,000,000 Hanperkeepers \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

These limits apply to the Aviation Operations of the Named Insured for VPS Airport Interplane Fueling Contract.

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

CONTRACT#: C12-1938-AP
FUEL FS, INC., DBA EMERALD COAST AVIATION
FUEL MANAGEMENT & OPERATION SERVICES
EXPIRES: 09/30/2026

Okaloosa County
 5479 A Old Bethel Road
 Crestview FL 32536

C12-1938-AP

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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

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

PRODUCER Gallagher CA License #0D69293 36468 Emerald Coast Parkway, Suite #7103 Destin FL 32541	CONTACT NAME: Erika Di Bonito			
	PHONE (A/C No. Ext): 850-650-8445	FAX (A/C, No): 850-650-8480		
E-MAIL ADDRESS: erika_dibonito@ajg.com				
PRODUCER CUSTOMER ID #: AEROFXI-01				
INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. 5455 John Givens Road Crestview, FL 32539	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: ACE Property & Casualty Insurance Co			20699
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	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.

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 592345291 **REVISION NUMBER:**


INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
A	AAP N10721118 001	11/30/2018	11/30/2019	Y	

COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	<input checked="" type="checkbox"/> Aviation Liab	\$ 5,000,000	BI EA PER EA OCC	\$	PD
PREMISES MEDICAL PAYMENTS		\$ 5,000	EA PER	\$	EA OCC
PRODUCTS LIABILITY	<input checked="" type="checkbox"/> SALE OF FUEL & OIL	\$	BI EA PER	\$ 5,000,000	AGGR
	<input checked="" type="checkbox"/> EXTENDED	\$ 5,000,000	EA OCC		
COMPLETED OPERATIONS LIABILITY	<input type="checkbox"/> EXTENDED	\$	BI EA PER	\$ 2,000,000	AGGR
	<input checked="" type="checkbox"/>	\$ 2,000,000	EA OCC		
HANGARKEEPERS LEGAL LIABILITY	<input type="checkbox"/> INCLUDING TAXI				
	<input checked="" type="checkbox"/> IN FLIGHT	\$ 1,000,000*	EA AIRCRAFT	\$ 2,000,000	EA OCC
FIRE LEGAL LIABILITY	<input checked="" type="checkbox"/> RENTED TO YOU	\$ 500,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY	<input checked="" type="checkbox"/>	\$ 5,000,000	EA OCC	\$ 5,000,000	AGGR
ADVERTISING LIABILITY	<input checked="" type="checkbox"/>	\$ 5,000,000	EA OCC	\$ 5,000,000	AGGR
CONTRACTUAL LIABILITY	<input type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED				
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)

HANGARKEEPERS LEGAL LIABILITY: \$5,000 Deductible.

See Attached...

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethal Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 2009, 2015 ACORD CORPORATION. All rights reserved.

PRIVATE HANGAR LIABILITY COVERAGES

PRODUCER CUSTOMER ID: AEROFXI-01

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)																						
<table border="1"> <thead> <tr> <th>COVERAGE</th> <th>OPTIONS</th> <th>LIMIT</th> <th>APPLIES TO</th> <th>LIMIT</th> <th>APPLIES TO</th> </tr> </thead> <tbody> <tr> <td>HANGARKEEPERS LEGAL LIABILITY</td> <td>INCLUDING TAXI IN FLIGHT <input type="checkbox"/></td> <td>\$</td> <td>EA AIRCRAFT</td> <td>\$</td> <td>EA OCC</td> </tr> </tbody> </table>		COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI IN FLIGHT <input type="checkbox"/>	\$	EA AIRCRAFT	\$	EA OCC														
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO																						
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI IN FLIGHT <input type="checkbox"/>	\$	EA AIRCRAFT	\$	EA OCC																						
<table border="1"> <thead> <tr> <th>CODE</th> <th>DESCRIPTION</th> <th>OPTIONS</th> <th>LIMIT</th> <th>APPLIES TO</th> <th>LIMIT</th> <th>APPLIES TO</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table>		CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO				\$		\$					\$		\$						
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO																					
			\$		\$																						
			\$		\$																						

AVIATION PRODUCTS LIABILITY COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)																									
<table border="1"> <thead> <tr> <th>COVERAGE</th> <th>OPTIONS</th> <th>LIMIT</th> <th>APPLIES TO</th> <th>LIMIT</th> <th>APPLIES TO</th> </tr> </thead> <tbody> <tr> <td>PRODUCTS LIABILITY</td> <td>INCL COMP OPS <input type="checkbox"/> EXCL COMP OPS <input type="checkbox"/> INCL SPACECRAFT <input type="checkbox"/> EXCL SPACECRAFT <input type="checkbox"/></td> <td>\$</td> <td>EA OCC</td> <td>\$</td> <td>AGGR</td> </tr> <tr> <td>GROUNDING LIABILITY</td> <td></td> <td>\$</td> <td>EA OCC</td> <td>\$</td> <td>AGGR</td> </tr> <tr> <td>FOREIGN MILITARY AIRCRAFT PRODUCTS</td> <td>INCLUDED <input type="checkbox"/></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	PRODUCTS LIABILITY	INCL COMP OPS <input type="checkbox"/> EXCL COMP OPS <input type="checkbox"/> INCL SPACECRAFT <input type="checkbox"/> EXCL SPACECRAFT <input type="checkbox"/>	\$	EA OCC	\$	AGGR	GROUNDING LIABILITY		\$	EA OCC	\$	AGGR	FOREIGN MILITARY AIRCRAFT PRODUCTS	INCLUDED <input type="checkbox"/>									
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO																									
PRODUCTS LIABILITY	INCL COMP OPS <input type="checkbox"/> EXCL COMP OPS <input type="checkbox"/> INCL SPACECRAFT <input type="checkbox"/> EXCL SPACECRAFT <input type="checkbox"/>	\$	EA OCC	\$	AGGR																									
GROUNDING LIABILITY		\$	EA OCC	\$	AGGR																									
FOREIGN MILITARY AIRCRAFT PRODUCTS	INCLUDED <input type="checkbox"/>																													
<table border="1"> <thead> <tr> <th>CODE</th> <th>DESCRIPTION</th> <th>OPTIONS</th> <th>LIMIT</th> <th>APPLIES TO</th> <th>LIMIT</th> <th>APPLIES TO</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table>		CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO				\$		\$					\$		\$									
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO																								
			\$		\$																									
			\$		\$																									

OTHER COVERAGES

LINE OF BUSINESS

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)																																																																			
<table border="1"> <thead> <tr> <th>COVERAGE</th> <th>OPTIONS</th> <th>LIMIT</th> <th>APPLIES TO</th> <th>LIMIT</th> <th>APPLIES TO</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table>		COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO			\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$						
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO																																																																			
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				

OTHER COVERAGES

LINE OF BUSINESS

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)																																																																			
<table border="1"> <thead> <tr> <th>COVERAGE</th> <th>OPTIONS</th> <th>LIMIT</th> <th>APPLIES TO</th> <th>LIMIT</th> <th>APPLIES TO</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table>		COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO			\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$				\$		\$						
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO																																																																			
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				
		\$		\$																																																																				



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

The coverage includes On Airport Premises Auto Liability Limit.

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

The coverage include Contractual Liability, independent Contractors Liability and Excess Auto Liability.



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2017

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

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

PRODUCER Eastern Aviation Insurance Services, LLC 3070 Five Forks Trickum Road Lilburn, GA 30047	CONTACT NAME: Kris Campton		
	PHONE:	FAX: 630 649-3616 (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURED Aero FX, Inc. Fuel FX, Inc. and Contract FX, Inc. dba Emerald Coast Aviation 5545 John Givens Road Crestview, FL 32539	INSURER(S) AFFORDING COVERAGE	%	NAIC #
	INSURER A: QBE Insurance Corporation	100	39217
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

RECEIVED
 JUN 13 2018
 P. R. C. H.

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

AIRPORT & FBO LIABILITY COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
--	----------------------------	-------------------------

INSURER LETTER GL1000	POLICY NUMBER 100000835	EFFECTIVE DATE 11/30/2017	EXPIRATION DATE 11/30/2018	ADDITIONAL INSURED?(Y/N) Y	SUBROGATION WAIVED?(Y/N) Y
---------------------------------	-----------------------------------	-------------------------------------	--------------------------------------	--------------------------------------	--------------------------------------

COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	<input checked="" type="checkbox"/>	\$5,000,000	BI EA PER EA OCC	\$	PD
PREMISES MEDICAL PAYMENTS	<input type="checkbox"/>	\$5,000	EA PER		EA OCC
PRODUCTS LIABILITY	SALE OF FUEL & OIL <input type="checkbox"/>	\$	BI EA PER	\$1,000,000	AGGR
	EXTENDED <input checked="" type="checkbox"/>	\$1,000,000	EA OCC		
COMPLETED OPERATIONS LIABILITY	EXTENDED <input type="checkbox"/>	\$	BI EA PER	\$1,000,000	AGGR
	EXTENDED <input checked="" type="checkbox"/>	\$1,000,000	EA OCC		
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI <input type="checkbox"/>	\$1,000,000	EA AIRCRAFT	\$2,000,000	EA OCC
	IN FLIGHT <input checked="" type="checkbox"/>	(Ded: \$5,000)			
FIRE LEGAL LIABILITY	<input checked="" type="checkbox"/> RENTED TO YOU	\$100,000	ANY ONE FIRE	\$	
PERSONAL INJURY LIABILITY	<input checked="" type="checkbox"/>	\$1,000,000	EA OCC	\$1,000,000	AGGR
ADVERTISING LIABILITY	<input checked="" type="checkbox"/>	\$1,000,000	EA OCC	\$1,000,000	AGGR
CONTRACTUAL LIABILITY	<input type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED				
COVERAGE					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

C12-1938-AP / C13-2023-AP

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

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

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

Okaloosa County 5479 A Old Bethal Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Roger M. Ridings</i>
--	--

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

DEPUTY CLERK HOHARA
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

CONTINUATION CERTIFICATE

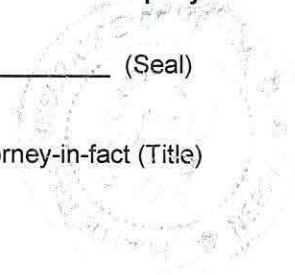
Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41241218 in the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00), on behalf of Fuel FX, Inc., 5545 John Givens Rd, Crestview, FL 32539 in favor of Okaloosa County, 101 E James Lee Blvd, Crestview, FL 32536 for the (extended) term beginning on the 1st day of October, 2017 and ending on the 30th day of September, 2018, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 27th day of September, 2017.

Attest Brenda Risa
Brenda Risa, Vice President
Goldleaf Surety Services, LLC

Platte River Insurance Company
By: Ronald Kaihoi (Seal)
Ronald Kaihoi, Attorney-in-fact (Title)



C12-1938-AP
FUEL FX, INC DBA EMERALD COAST AVIATION
FUEL MGMT & OPERATION SERVICES @ NWFRA
Expires: 09/30/2026

Agent: ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

Bond No. 41241218
41384610

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JACK ANDERSON; RONALD KAIHOI-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

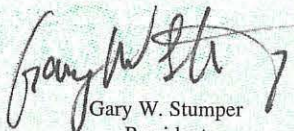
“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations




PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 27th day of September, 2017




Antonio Celii
Secretary

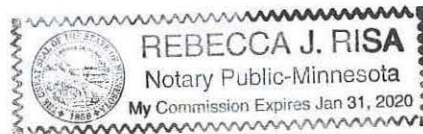
ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA
COUNTY OF CHIPPEWA



On this 27th day of September, 2017, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC
My Commission Expires 1/31/2020



AMENDMENT NO. 2 TO CONTRACT FOR FUELS MANAGEMENT AND OPERATIONS SERVICES AT THE DESTIN-FORT WALTON BEACH AIRPORT

(CONTRACT No. C12-1938-AP)

This Amendment made and entered into this 20th day of October, 2016, amends the Contract for Fuels Management and Operations Services, C12-1938-AP, dated October 1, 2011 and Amendment No. 1 dated August 5, 2014 (the "Contract"), by and between Okaloosa County Florida, a political subdivision of the State of Florida (the "County") and Fuel FX, Inc. dba Emerald Coast Aviation, a Florida corporation (the "Operator").

WITNESSETH

WHEREAS, the County and Operator entered into Contract, C12-1938-AP, for fuels management and operations services at the Destin-Fort Walton Beach Airport, which was Amendment No. 1 in 2014, (hereinafter the "Contract") to extend the Contract and revise fees within the Contract; and

WHEREAS, in an effort to ensure compliance with all contract provisions and to ensure that the best possible fuel and operation services are being provided at the Destin-Fort Walton Beach Airport, the County Airport met with Operator; and

WHEREAS, based on the meeting between the parties, the parties agree that it is in the best interest of all to further extend the contract, and amend the Contract to ensure that the best quality of service is being provided at the Airports.

NOW THEREFORE, Operator and the County do agree as follows:

1. Article III, Section 3.01(4) of the Contract is hereby replaced as follows:

4. Providing into-plane Jet Fuel service for authorized air carrier aircraft using the Airport. This obligation shall include the requirement of providing all equipment necessary to test, transport, and deliver said fuel into-plane. As a minimum, the successful proposer-operator shall be required to provide three (3) late model fuel tenders having a minimum storage capacity of 3000 gallons each.

2. Article III, Section 3.05(B) of the Contract is hereby replaced as follows:

B. Operator shall fully operate the Fueling Facilities one (1) hour in advance of the first flight of the day until last departure of the day thereafter be on call for two (2) hours following the last departure of the day, seven (7) days per week, including all holidays, throughout the year, unless the Airports Director shall change such hours of operation by notice, in writing, to Operator. Operator shall not close



CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY *J.D. Peacock II*
DEPUTY CLERK
DATE *Oct 24, 2016*

operations for the day until all scheduled air carrier operations have departed.

3. Article IV, Section 4.01 of the Contract is hereby replaced as follows:

4.01 Term. The term of this Agreement shall begin upon the Commencement Date and shall end at midnight on September 30, 2026.

4. Article V, Section 5.01 of the Contract is hereby replaced as follows:

5.01 Jet Fuel Services. Operator shall manage, receive, store dispense, test, perform any filtering or maintenance pertaining to the daily operation of fuel deliveries, handling, uploading and account for authorized air carrier users' Jet Fuel supply at fueling facilities and provide into-plane service for said authorized air carrier users' aircraft for said month. Operator shall be paid monthly compensation which shall be the fee per gallon or per event, agreed to by the authorized air carrier users and Operator for Jet Fuel dispensed into-plane to said users during said month. Said fee shall not exceed the Exhibit B per event or fee per gallon for the Contract Year negotiated and agreed to between Operator and County.

5. Article V, Section 5.02 of the Contract is hereby replaced as follows:

5.02 Ground Fuels Services. Operator shall facilitate the delivery of Ground Fuel to the Fueling Facility.

6. Article V, Section 5.03 of the Contract is hereby replaced as follows:

5.03 Jet Fuel Fee. The Operator shall be required to pay the County a per gallon fee of one cent (\$.01) per gallon for each gallon of the Jet Fuel delivered to the Fueling Facilities each month during the term of the Contract. The amount may be included as an expense of services under Operator's proposed schedule of fees per gallon for into-plane fuel service, but it may not be separately stated or levied as a separate fee upon air carriers' into-plane gallonage. Exception for separately stated flowage fee is if the Operator is using a per event fee structure; the Operator may levy the County per gallon fee. The fee shall be subject to adjustment each Contract Year during the negotiation of Operator's Compensation for that Contract Year.

7. Article VII, Section 7.01(A) of the Contract is hereby replaced as follows:

A. The County shall be responsible for all maintenance and repairs of the Fueling Facilities for Jet Fuel, for Ground Fuels, for structural maintenance, major renewals, and replacements of all surface areas, facilities and equipment comprising the Fueling Facilities; including permanent fixtures and fixed improvements which comprise said Fueling Facilities and the major elements of electrical systems provided to the Fueling Facilities.

8. Article VII, Section 7.02(A) of the Contract is hereby replaced as follows:

A. Operator shall be responsible for all maintenance and repairs for Operator's Equipment, vehicles and machinery.

9. Article VII, Section 7.05 of the Contract is hereby deleted.

10. Article VII, Section 7.07 of the Contract is hereby deleted.

11. Article XVIII, Section 18.29 is hereby added to the Contract as follows:

Section 18.29 Public Records

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT, 850-689-5977, KKING@CO.OKALOOSA.FL.US, 5479 OLD BETHEL ROAD, CRESTVIEW, FLORIDA, 32536.

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

A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Operator does not transfer the records to the County.

D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Operator or keep and maintain public records required by the County to perform the service. If the Operator transfers all public records to the public agency upon completion of the contract, the Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon completion of the contract, the Operator shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12. Attachment C of the Contract is hereby deleted.
13. Exhibit B of the Contract is hereby replaced with the attached Exhibit B1, incorporated herein by reference.
14. All other provisions of the Contract shall remain in full force and effect.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman, Board of County Commissioners



Date : 10 / 20 / 16

ATTEST:

J. D. Peacock II
J. D. Peacock II
Clerk of Circuit Court



Date : 10 / 20 / 16

FUEL FX, INC. DBA EMERALD
COAST AVIAITON

Tommy L. Rimkus
Tommy L. Rimkus, General Manager/Officer

Date : 10 / 10 / 2016

Witnesses:

Lori A. Fox
Signature

Lori A. Fox
Printed Name

Wendy S. Cain
Signature

Wendy S. Cain
Printed Name

**EXHIBIT B1
COMPENSATION/PAYMENT SCHEDULE**

**OKALOOSA COUNTY, FLORIDA
DESTIN-FORT WALTON BEACH AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

County reserves the right to modify, amend and supplement this attachment annually upon written notice to the Operator.

The maximum fee per gallon for Jet Fuel Services shall be \$0.21 per gallon per Section 5.01. This maximum fee includes the \$0.01 per gallon recovery for the fuel flowage fee operator is required to pay the County.

If using a per event fee structure, the maximum fee per event shall not exceed the below table per Section 5.01. Operator must recover \$.01 per gallon fuel flowage fee and pay to the County.

0-20 Events	21-40 Events	41+ Events
\$199.00	\$175.00	\$150.00

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/18/14

Contract/Lease Control #: #C12-1938-AP

Bid #: AP 40-11 Contract/Lease Type: AGREEMENT

Award To/Lessee: FUEL FX, INC. DBA EMERALD COAST AVIATION

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2011

Expiration Date: 09/30/2021

Description of Contract/Lease: FUEL MANAGEMENT AND OPERATION SERVICES @ NWFRA

Department Manager: AP

Department Monitor: Harman

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: S.HARMAN@CO.OKALOOSA.FL.US

Date Closed: _____

Remarks:

Cc: Finance Dept Contracts & Grants Division

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

DEPUTY CLERK NBENNETT
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41241218 in the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00), on behalf of Fuel FX, Inc., 5545 John Givens Rd, Crestview, FL 32539 in favor of Okaloosa County, 101 E James Lee Blvd, Crestview, FL 32536 for the (extended) term beginning on the 1st day of October, 2016 and ending on the 30th day of September, 2017, subject to all the covenants and conditions of said Bond.

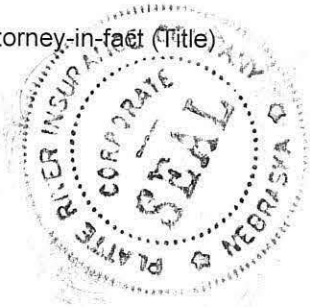
This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 29th day of September, 2016.

Attest Brenda Risa
Brenda Risa, Vice President
Goldleaf Surety Services, LLC

Platte River Insurance Company
By: Ronald Kaihoi (Seal)

Ronald Kaihoi, Attorney-in-fact (Title)



Agent: ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

CONTRACT # C12-1938-AP
FUEL FX, INC DBA EMERALD COAST AVIATION
FUEL MGMT & OPERATION SERVICES @ NWFRA
Expires: 09/30/2021

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41353927
Bond No. 41241218

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JACK ANDERSON; RONALD KAIHOI-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.


“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations




PLATTE RIVER INSURANCE COMPANY


Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of September, 2016




Antonio Celis
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 29th day of September, 2016, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2020



Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

DEPUTY CLERK NBENNETT
JD PEACOCK II, CLERK OF COURTS, OKALOOSA COUNTY, FL

CONTINUATION CERTIFICATE

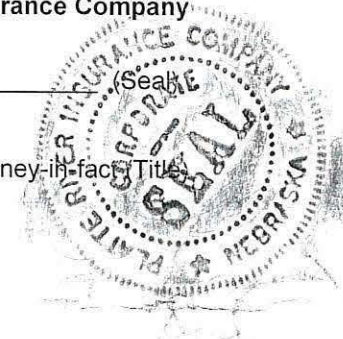
Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41241218 in the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00), on behalf of Fuel FX, Inc., 5545 John Givens Rd, Crestview, FL 32539 in favor of Okaloosa County, 101 E James Lee Blvd, Crestview, FL 32536 for the (extended) term beginning on the 1st day of October, 2015 and ending on the 30th day of September, 2016, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 28th day of September, 2015.

Attest Brenda Risa
Brenda Risa, Vice President
Goldleaf Surety Services, LLC

Platte River Insurance Company
By: Ronald Kaihoi (Seal)
Ronald Kaihoi, Attorney-in-fact Title



Agent: ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

CONTRACT # C12-1938-AP
FUEL FX, INC DBA EMERALD COAST AVIATION
FUEL MGMT & OPERATION SERVICES @ NWFRA
EXPIRES: 09/30/2021

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41332073

Bond No. 41241218

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JACK ANDERSON; RONALD KAIHOI

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of September, 2015.



Antonio Celi
Antonio Celi
Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

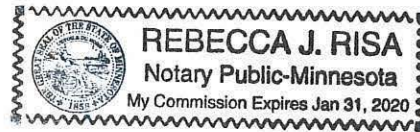
COUNTY OF CHIPPEWA



On this 28th day of September, 2015, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2020



Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

08-27-14P12:31 RCVD

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41241218 in the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00), on behalf of Fuel FX, Inc., 5545 John Givens Rd, Crestview, FL 32539 in favor of Okaloosa County, 101 E James Lee Blvd, Crestview, FL 32536 for the (extended) term beginning on the 1st day of October, 2014 and ending on the 30th day of September, 2015, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 15th day of August, 2014.

Attest Brenda Risa
Brenda Risa, Vice-President of
Goldleaf Surety Services, LLC

Platte River Insurance Company
By Jack Anderson (Seal)
Jack Anderson, Attorney-in-fact (Title)

Agent:
ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41304993

Bond No. 41241218

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JACK ANDERSON; RONALD KAIHOI-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of August, 2014.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

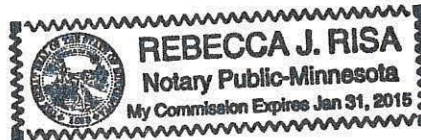
COUNTY OF CHIPPEWA



On this 15th day of August, 2014, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

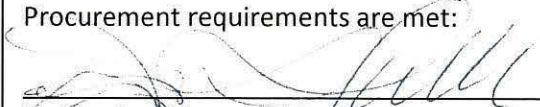
My Commission Expires 1/31/2015



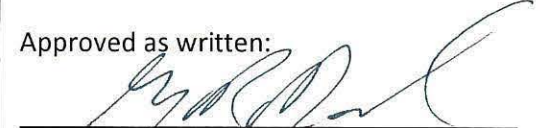
CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: U.2-1938-AP Tracking Number: 1037-14
Grant Funded: YES ___ NO
Contractor/Lessee Name: ECA Fuel mgmt Svcs
Purpose: Amendment 1
Date/Term: 9-30-16 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: AP 3. \$25,000 OR LESS
Dept. Monitor Name: Harman/Mien
Document has been reviewed and includes any attachments or exhibits.

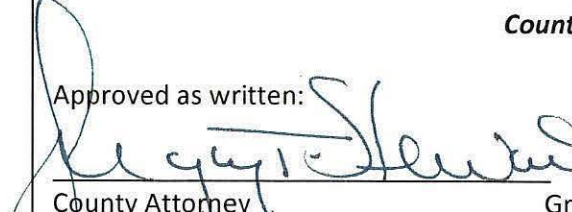
Purchasing Review

Procurement requirements are met:

Purchasing Director or Designee: _____ Date: 7-18-14
Joanne Kublik

Risk Management Review

Approved as written:

Risk Manager or designee: _____ Date: 7/18/14
Gary R Real

County Attorney Review

Approved as written:

County Attorney: _____ Date: 7-21-14
Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

To Dave 7/21

**AMENDMENT NO. 1 TO CONTRACT FOR
FUELS MANAGEMENT AND OPERATIONS SERVICES
AT THE NORTHWEST FLORIDA REGIONAL AIRPORT**

(CONTRACT #C12-1938-AP)

This AMENDMENT made and entered into this 5th day of August, 2014, amends the Contract for Fuels Management and Operations Services, dated October 1, 2011 (the "Contract"), by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and Fuel FX, Inc. dba Emerald Coast Aviation, a Florida corporation, (the "Operator") as follows:

1. Section 4.01 of the Contract is hereby amended to extend the term of the Agreement for an additional five (5) years ending at midnight on September 30, 2021.
2. Section 5.03 of the Contract is hereby replaced with the following:

The Operator shall be required to pay the County a per-gallon fee of four cents (\$0.04) per gallon for each gallon of Jet Fuel delivered to the Fueling Facilities each month during the term of the Contract. The amount may be included as an expense of services under Operator's proposed schedule of fees per gallon for into-plane fuel service, but it may not be separately stated or levied as a separate fee upon air carrier's into-plane gallonage. The Jet Fuel Fee for the term commencing on October 1, 2016 and ending on September 30, 2021, shall be increased to reflect the increase in the Consumer Price Index (the "CPI"). The CPI shall be the revised CPI for All Urban Consumers for all items – U.S. City Average published by the Bureau of Labor Statistics, U.S. Department of Labor.

3. Exhibit B of the Contract is hereby replaced with the following:

County reserves the right to modify, amend and supplement this attachment upon written notice to the Operator.

The maximum fee per gallon for Ground Fuel Services, as referenced in Section 5.02, shall be \$0.12 per gallon during the term of this Contract.

All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

**CONTRACT # C12-1938-AP
FUEL FX, INC DBA EMERALD COAST AVIATION
FUEL MGMT & OPERATION SERVICES @ NWFRA
EXPIRES: 09/30/2021**

Approved as to form:

By: Gregory T. Stewart
Gregory T. Stewart, County Attorney

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman
Board of County Commissioners



ATTEST:

Sandy J. Starford
Clerk of the Circuit Court



Date: 8/7/14

FUEL FX, INC. DBA EMERALD
COAST AVIATION

Jonathan Dunn, officer
Jonathan Dunn, President/Owner

Witnesses:

Jennifer Blackwood
Signature

Jennifer Blackwood
Print Name

Jonathan Dunn
Signature

Jonathan Dunn
Print Name

Date: 7/28/2014

Tom Rimkus, officer,
for Jonathan Dunn

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: February 23, 2012

Contract/Lease Control #: #C12-1938-AP

Bid #: AP 40-11 Contract/Lease Type: AGREEMENT

Award To/Lessee: FUEL FX, INC. DBA EMERALD COAST AVIATION

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/01/2011

Expiration Date: 09/30/2016

Description of Contract/Lease: FUEL MANAGEMENT AND OPERATION SERVICES @ NWFRA

Department Manager: AP

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

Date Closed: _____

Remarks:

Cc: Finance Dept Contracts & Grants Division

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562


CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41241218 in the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00), on behalf of Fuel FX, Inc., 5545 John Givens Rd, Crestview, FL 32539 in favor of Okaloosa County, 101 E James Lee Blvd, Crestview, FL 32536 for the (extended) term beginning on the 1st day of October, 2013 and ending on the 30th day of September, 2014, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of One Hundred Thousand & No/100 Dollars (\$100,000.00).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 19th day of August, 2013.

Attest 
Brenda Risa
Account Specialist

Platte River Insurance Company
By:  (Seal)

Ronald Kaihoi, Attorney-in-fact (Title)

CONTRACT # C12-1938-AP
FUEL FX, INC DBA EMERALD COAST AVIATION
FUEL MGMT & OPERATION SERVICES @ NWFRA
EXPIRES: 09/30/2016

Agent:
ACORA Surety & Insurance Services LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41274549

Bond No. 41241218

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JACK ANDERSON; RONALD KAIHOI

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
Richard W. Allen III
President
Surety & Fidelity Operations

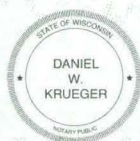


PLATTE RIVER INSURANCE COMPANY

David F. Pauly
David F. Pauly
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of August, 2013.



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 19th day of August, 2013, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2015

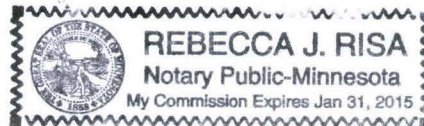


EXHIBIT D

REF # HP-40-11

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: _____ Tracking Number: 377-12
Contractor/Lessee Name: Fuel EX, Inc. dba Emerald Coast Aviation
Purpose: Fuel Mgmt Operations @ NWFLA
Date/Term: Sept. 30, 2016 with 1 renewal 1. GREATER THAN \$50,000
Amount: \$.02 per gallon 2. GREATER THAN \$25,001
Department: Airport 3. \$25,000 OR LESS
Dept. Monitor Name: G. Donnan

Purchasing Review

Procurement requirements are met: _____ Date: 1/3/12
Contracts & Lease Coordinator

Risk Management Review

Approved as written: _____ Date: 1-3-12
Risk Management Director

County Attorney Review

Approved as written: _____ Date: 1/5/12
County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received: _____ Date: _____
Contracts & Grants Manager

RECEIVED AUG 01 2011

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____ Tracking Number: 325-11

Contractor/Lessee Name: RFP for Fuel Mgmt & Operations Services

Purpose: @ NWEFA

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

Amount: TBD 2. GREATER THAN \$25,001

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

Dept. Monitor Name: G. Donovan

Purchasing Review

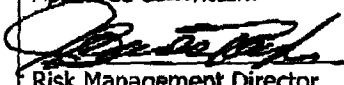
Procurement requirements are met: _____ Date: 7/29/11

 _____
Contracts & Lease Coordinator

Risk Management Review

Approved as written: _____ Date: 8/1/11 *page 28*
page 15

NEEDS RECENT INSURANCE REQ REVISION!
WHY HAVE 2 INSURANCE SECTIONS?? "NOTE"

 _____
Risk Management Director

County Attorney Review

Approved as written: _____ Date: 8/8/11

 _____
County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received: _____ Date: _____

Contracts & Grants Manager

PERFORMANCE BOND

**Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562**

(Annual Form)

Instr # 2758736 BK: 3023 PG:163,Page 1 of 3
Recorded 02/23/2012 at 02:29 PM,
RECORDING: \$15.00 RECORDING ARTICLE V: \$12.00

Bond No. 41241218

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

KNOW ALL MEN BY THESE PRESENTS, that we, Fuel FX, Inc., 5545 John Givens Road, Crestview, FL 32539, as Principal, and Platte River Insurance Company, licensed to do business in the State of Nebraska, as Surety, are held and firmly bound unto Okaloosa County, 101 East James Lee Boulevard, Crestview, FL 32536 (Obligee), in the penal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

NOTWITHSTANDING the provisions of the contract, the term of this bond shall be one year commencing 10/01/2011 until 09/30/2012 and may be extended by the Surety, at its sole discretion, by its Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all Continuations Certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by Surety as supplements therein.

Sealed with our seals and dated this 23rd day of December, 2011.

Witness:

Shirley Williams

Fuel FX, Inc. [Principal]

By: *[Signature]*

[Typed name and title]

Witness:

Brenda Risa
Brenda Risa, Witness

Platte River Insurance Company

By:

Ronald Kaiho
Ronald Kaiho, Attorney-in-Fact



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41241218

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JACK ANDERSON; RONALD KAIHOI

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT: \$10,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY
David F. Pauly
David F. Pauly
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Expires Permanent

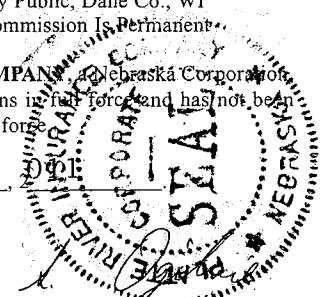
STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of December



Alan S. Ogilvie
Alan S. Ogilvie
Secretary



THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

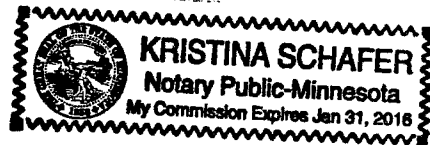
COUNTY OF CHIPPEWA

On this 23rd day of December, 2011, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Kristina Schaffer

NOTARY PUBLIC

My Commission Expires 1/31/2016



CONTRACT # C12-1938-AP
FUEL FX, INC DBA EMERALD COAST AVIATION
FUEL MGMT & OPERATION SERVICES @ NWFRA
EXPIRES: 09/30/2016

CONTRACT
FOR
FUELS MANAGEMENT AND OPERATIONS SERVICES
AT THE
NORTHWEST FLORIDA REGIONAL AIRPORT

TABLE OF CONTENTS

	PAGE
ARTICLE I	DEFINITIONS, INTERPRETATIONS AND EXHIBITS2
1.01	Definitions.....2
1.02	Interpretation4
1.03	Incorporation of Exhibits and Attachments4
ARTICLE II	PREMISES AND FACILITIES5
2.01	Fueling Facilities.....5
2.02	Changes and Additions to Fueling Facilities5
2.03	Operator's Equipment.....5
2.04	Utilities.....6
2.05	Operator's Acceptance of Facilities and Equipment6
ARTICLE III	MANAGEMENT AND OPERATION OF FUELING FACILITIES.....6
3.01	Retention of Operator6
3.02	Policy and Obligations Governing Agreement7
3.03	Operator's Equipment.....7
3.04	Personnel.....7
3.05	Conduct of Operations and Quality of Service9
3.06	Operator's Prohibitions.....10
ARTICLE IV	TERM OF AGREEMENT11
4.01	Term11
4.02	County's Option to Extend11
4.03	Continuation After Term.....11
4.04	Transition11
4.05	Earlier Termination11
ARTICLE V	OPERATOR'S COMPENSATION/COUNTY FLOWAGE FEE12
5.01	Jet Fuel Services12
5.02	Ground Fuels Services12
5.03	Jet Fuel Fee12
5.04	No Other Compensation12
5.05	Request for Payment of Operator's Compensation13
5.06	Payment of Operator Compensation13
5.07	Compensation for Jet Fuel Service13

ARTICLE VI	FINANCIAL RECORDS AND ACTIVITY REPORTS	13
6.01	Accounting.....	13
6.02	Accounting Records.....	13
6.03	Reports and Supporting Information.....	14
6.04	Rights of Inspection and Audit	15
6.05	Operator's Annual Budget.....	16
ARTICLE VII	MAINTENANCE AND REPAIRS AND IMPROVEMENTS.....	16
7.01	County Maintenance and Repairs	16
7.02	Operator's Maintenance and Repairs.....	17
7.03	County's Right to Inspect Maintenance.....	17
7.04	Cleaning of Fueling Facilities	17
7.05	Maintenance Responsibilities	18
7.06	Use of Subcontractors	18
7.07	Future Improvements by County.....	18
ARTICLE VIII	REFUSE AND ENVIRONMENTAL OBLIGATIONS	18
8.01	Refuse and Waste.....	18
8.02	Compliance with Environmental Laws.....	19
8.03	Operator's Environmental Indemnity	21
ARTICLE IX	STORMWATER COMPLIANCE	22
9.01	Stormwater.....	22
ARTICLE X	AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS	23
10.01	Approvals for Fueling Equipment, Operating Equipment and Improvements.....	23
10.02	Purchase of Equipment and Payment for Improvements	24
10.03	Immediate Reimbursement to Operator	24
10.04	Other Provisions Governing Equipment Acquisition and Improvements	24
ARTICLE XI	INDEMNIFICATION AND INSURANCE	26
11.01	General Indemnification	26
11.02	Additional Indemnifications	27
11.03	Insurance Requirements	28
ARTICLE XII	CONTRACT SECURITY	33
12.01	Amount of Contract Security	33
12.02	Form of Security	33
12.03	Certificate of Renewal	33
12.04	Maintenance of Security	33
ARTICLE XIII	DAMAGE TO FUELING FACILITIES/CURTAILMENT OF	

	OPERATIONS	33
13.01	Partial Damage	33
13.02	Substantial Damage	33
13.03	Extensive Damage	34
13.04	Damage Due to Operator's Negligence	34
13.05	Damage Liability.....	34
13.06	County's Right to Suspend or Reduce Operations	34
ARTICLE XIV	ASSIGNMENT AND SUBCONTRACTING.....	35
14.01	Consent Required.....	35
14.02	Request for Assignment.....	35
14.03	Change of Control.....	35
ARTICLE XV	RIGHTS AND OBLIGATIONS OF THE COUNTY.....	35
15.01	Specific Rights.....	35
ARTICLE XVI	TERMINATION, CANCELLATION, DEFAULT	36
16.01	Termination by County	36
16.02	Merged Corporation.....	38
16.03	Additional Events of Default	38
16.04	County's Rights Upon Default	38
16.05	County's Rights Cumulative	39
16.06	Operator's Rights Upon County Default	39
16.07	Change of Agreement Term.....	39
16.08	Removal of Operator's Property.....	39
16.09	No Waiver by County	40
16.10	Agreement to Pay Attorneys' Fees and Expenses	40
ARTICLE XVII	REQUIREMENTS UNDER FEDERAL AND STATE GRANTS AND COUNTY BOND PROVISIONS.....	40
17.01	Federal and State Grants and Public Use	40
17.02	Reservation of Air Navigation Rights.....	41
17.03	Rules and Regulations - Law Compliance.....	41
17.04	Non-Discrimination	41
17.05	Accessibility of Physically Handicapped	43
17.06	Disadvantaged Business Enterprise Program.....	43
17.07	DBE Assurance.....	43
17.08	County Bonds Provisions.....	44

ARTICLE XVIII	GENERAL PROVISIONS	45
18.01	Quiet Enjoyment	45
18.02	Surrender	45
18.03	Force Majeure	46
18.04	No Co-Partnership or Agency	46
18.05	No Personal Liability	46
18.06	Notices	46
18.07	Entire Agreement	47
18.08	No Third Party Beneficiaries	47
18.09	Construction of Agreement	47
18.10	Severability	47
18.11	Sealed Agreement	47
18.12	Survival of Warranties	47
18.13	Operator is Independent Contractor	48
18.14	Successor and Assigns Bound by Covenant	48
18.15	Time of Essence	48
18.16	Consents and Approvals	48
18.17	Agreement Subject to USAF Agreements	48
18.18	Situs and Service of Process	48
18.19	Operator's Dealings with County	49
18.20	Construction of Agreement	49
18.21	Invalid Provisions	49
18.22	Waiver of Claim	49
18.23	No Warranties or Inducements	49
18.24	Interpretation	49
18.25	Incorporation of Exhibits, Attachments and Endorsements	50
18.26	Headings	50
18.27	Severability	50
18.28	Entire Agreement	50

LIST OF EXHIBITS AND ATTACHMENTS

EXHIBITS

Exhibit A	Premises and Facilities Plan
Exhibit B	Compensation/Payment Schedule
Exhibit C	Operator's Equipment Schedule
Exhibit D	Manning Schedule
Exhibit E	Financial Records and Activity Reports

ATTACHMENTS

- Attachment A Fueling Facilities
- Attachment B Scope of Services
- Attachment C Maintenance Obligations
- Attachment D Fueling Facilities Condition Exceptions

**CONTRACT
FOR
FUELS MANAGEMENT AND OPERATIONS SERVICES
AT THE
NORTHWEST FLORIDA REGIONAL AIRPORT**

This Fuels Management and Operations Services Contract ("Agreement") is made and entered into as of the 1st day of October 2011, by and between Okaloosa County ("County"), a public entity, having its office at 101 East James Lee Boulevard, Crestview, Florida and Fuel FX Inc. dba Emerald Coast Aviation , a Florida corporation, having its office and principal place of business at 5545 John Givens Road, Crestview, Florida, 32539 ("Operator").

WITNESSETH

WHEREAS, County has established and operates the Northwest Florida Regional Airport ("Airport") at Eglin Air Force Base in Okaloosa County, Florida, pursuant to the terms of a Lease and a Joint Use Agreement with the United States of America, dated July 30, 2007, and October 2, 2002, respectively, which documents as they now exist or as they may be hereafter amended or supplemented are incorporated herein by reference as unlettered exhibits to this Agreement and are hereinafter referred to as the "Eglin Agreements", copies of said documents, as they presently exist, having been made available to Operator for inspection prior to or contemporaneously with the execution of this Agreement; and

WHEREAS, County owns certain aviation and non-aviation fuel storage facilities and fuel dispensing equipment at the Airport to provide aviation fuel to air carriers, automotive fuel to rental car operators, County and airline-owned vehicles and diesel fuel for County and airline ground equipment; and

WHEREAS, County desires to provide for the management, maintenance and operation of said facilities and equipment for the benefit of users and for aircraft into-plane fuel service for air carriers operating at the Airport by contract with a firm having the expertise and resources to provide said services; and

WHEREAS, Operator is engaged in and has significant experience in the business of managing and operating airport fueling facilities and performing aircraft fueling services; and

WHEREAS, Operator has demonstrated that it has or can provide the necessary management and operational expertise, labor, materials, supplies, services and equipment to properly manage and operate said fueling facilities and provide fueling services in accordance as required by the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and considerations herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS, INTERPRETATIONS AND EXHIBITS

1.01 **Definitions** Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

- A. "**Airport**" shall mean the Northwest Florida Regional Airport, located on Eglin Air Force Base, Florida.
- B. "**Airports Director**" shall mean the Airports Director as appointed by the County, the successor or successors to the duties of such official, or any other person designated and authorized to act on behalf of said Airports Director.
- C. "**Commencement Date**" shall mean the that date upon which County notifies Operator that operations and services under this Agreement are to commence. The Commencement Date currently is anticipated to be October 1, 2011.
- D. "**County**" shall mean the Okaloosa County Board of Commissioners, generally acting by and through its Airports Director, or a duly authorized representative of the Airports Director.
- E. "**Contract Year**" shall mean each consecutive twelve (12) month period beginning on the Commencement Date.
- F. "**Environmental Laws**" means every applicable law, ordinance, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct, relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.
- G. "**Environmental Permits**" means all permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.
- H. "**Environmental Remediation**" means and includes any response; remedial, removal or corrective action; activity to cleanup, detoxify, decontaminate, contain or otherwise Remediate any Hazardous Materials or underground storage tank; action to prevent,

cure or mitigate any Release of a Hazardous Material; action to comply with any Environmental Laws or with any permits issues pursuant thereto related to a Release; and inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to the Release of any Hazardous Materials or an underground storage tank.

- I. "**Fueling Facilities**" means those County-owned and County-leased Premises, Facilities and Equipment used for the receipt, storage, and dispensing of Jet Fuels and Ground Fuels, said Fueling Facilities being more particularly described and depicted in Section 2.01, Attachment A and Exhibit A of this Agreement.
- J. "**Ground Fuels**" means automotive fuels and diesel fuels received, stored and dispensed from the Fueling Facilities.
- K. "**Hazardous Materials**" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.
- L. "**Jet Fuels**" means aviation fuels received, stored and dispensed from the Fueling Facilities.
- M. "**Operator's Compensation**" shall mean the Operator's payments for services prescribed by Sections 5.01 and 5.02 of this Agreement and listed for the first Contract Year of this Agreement on Exhibit B.
- N. "**Operator's Equipment**" shall mean that equipment provided by the Operator, at the request and upon approval of the County, necessary for the maintenance and operation of the fuels management and operations services pursuant to this Agreement, including the equipment required for into-plane fuel service for the air carriers serving the Airport, including Operator's Equipment existing as of the execution date of this Agreement being listed on Exhibit C to this Agreement
- O. "**Policy and Procedures Manual**" shall mean Operator's Policies and Procedure Manual approved pursuant to Paragraph C of Section 3.05.
- P. "**Site Operator**" shall mean Operator's site manager for the fuels management and operations services provided under this Agreement as recommended by Operator and approved by the Airports Director pursuant to Section 3.04 hereof, and who shall be assigned to and located at the Airport.

1.02 **Interpretation**

- A. References in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement.
- B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement.
- C. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- E. Words importing the singular shall include the plural and vice versa.

1.03 Incorporation of Exhibits and Attachments

The following Exhibits and Attachments are hereby made a part of this Agreement:

A. **Exhibits**

- Exhibit A - Premises and Facilities Plan
- Exhibit B - Compensation/Payment Schedule
- Exhibit C - Operator's Equipment Schedule
- Exhibit D - Manning Schedule
- Exhibit E - Financial Records and Activity Reports

B. **Attachments**

Attachment A - Fueling Facilities

Attachment B - Scope of Services

Attachment C - Maintenance Obligations

Attachment D - Fueling Facilities Condition Exceptions

- C. **Revisions/Additions** Any additional or subsequently amended exhibits and/or attachments shall be attached, incorporated herein, and made part of this Agreement upon written notice from County and written concurrence by Operator.

ARTICLE II

PREMISES AND FACILITIES

- 2.01 **Fueling Facilities** County hereby makes available to Operator for its use in performing services pursuant to this Agreement, the Premises, Facilities and Equipment included as part of the Fueling Facilities, all as more particularly described in Attachment A to this Agreement and delineated in Exhibit A.
- 2.02 **Changes and Additions to Fueling Facilities** County reserves the right, at any time it deems appropriate or necessary, to alter, change, improve, decrease, remove from or add to the Fueling Facilities, including, but not limited to, the right to add, temporarily or permanently, additional premises, facilities or equipment to the Fueling Facilities to be operated hereunder. If any of the other aforesaid are added to the Fueling Facilities of this Agreement, Operator agrees to manage and operate the same under this Agreement for the same Operator's Compensation as provided for in this Agreement. If improvements to current Fueling Facilities require the temporary or permanent relocation of any existing Premises, Facilities or Equipment, Operator agrees to provide whatever services are necessary to restrict the use of the same to provide an obstruction- or vehicle-free site for County's contractor(s). Changes to Fueling Facilities shall be reflected in a revised Attachment A and Exhibit A provided to Operator by the County following the procedures outlined in Section 1.03(C).
- 2.03 **Operator's Equipment**
- A. County hereby authorizes Operator to utilize and operate the Operator's Equipment described in Exhibit C and situated within the Fueling Facilities for its use in the management, maintenance and operation of the Fueling Facilities, and the provision of into-plane fueling services for authorized air carriers operating to and from the Airport.

B. County also authorizes Operator to utilize and operate such additional Operator's Equipment as may hereafter be acquired and/or installed by Operator for use at the Fueling Facilities upon request or approval by the County under the provisions of this Section 2.03, subject to the addition of same to Exhibit C to this Agreement.

2.04 **Utilities** Except as otherwise provided for herein, all utilities required at the Fueling Facilities shall be provided by County and County shall pay the utility charges for the same directly to the utility provider. Notwithstanding the foregoing, Operator shall arrange and pay for monthly telephone and internet service charges at its location within the Fueling Facilities the same being an administrative expense of Operator covered by Operator's Compensation payments.

2.05 **Operator's Acceptance of Facilities and Equipment** Operator hereby acknowledges that it has examined the Fueling Facilities as they exist on the Commencement Date hereof and accepts the same for use "as is" in their present condition, except for such condition reservations which have been provided in writing to the County as of the Commencement Date and incorporated herein as Attachment D.

ARTICLE III

MANAGEMENT AND OPERATION OF FUELING FACILITIES

3.01 **Retention of Operator** County hereby retains Operator to provide fuels management and operations services as prescribed in this Agreement and Attachment B thereto, and to manage, operate, repair and maintain the Fueling Facilities at the Airport described in Article II hereof. The said fuels management and operations services shall include services necessary to receive and account for, to store and dispense Jet Fuel and Ground Fuel to authorized fuel users at the Airport and to maintain and operate storage, dispensing and related fueling equipment at the Airport. Said services shall include but not be limited to the following specific tasks:

1. All management, operations, maintenance and repairs required for the Fueling Facilities including facilities and equipment for Jet Fuel and Ground Fuel.
2. The receipt, storage, safekeeping, testing and dispensing of all Jet Fuels, including the record keeping necessary to document receipt and dispensing of said Jet Fuels.
3. The receipt, storage, testing, accounting for inventory and dispensing of all Ground Fuels (automotive and diesel fuels). County will be responsible for recording and billing the dispensing of all Ground Fuels.
4. Providing into-plane Jet Fuel service for authorized air carrier aircraft using the Airport. This obligation shall include the requirement of providing all equipment necessary to test, transport and deliver said fuel into-plane. As a minimum, the

successful proposer-operator shall be required to provide four (4) late model fuel tenders having a minimum storage capacity of 3000 gallons each.

5. Provide all mobile and dispensing equipment needed to promptly meet the into-plane fueling service needs of the air carriers serving the Airport.
6. Provide all personnel and all necessary training to said personnel in fueling operations, safety, ramp operations, driving, and fuels testing necessary for the prompt, safe and efficient provision of Jet Fuel and Ground Fuels services, including into-plane fuel services for the air carriers.
7. Maintain manuals, records and testing procedures as necessary to properly document the condition, maintenance and repair of the Fueling Facilities and the proposer-operator's equipment, conduct emergency testing and tests of fire suppression equipment and procedures, all as required by manufacturer's specifications and requirements of Federal Law and the laws of the State of Florida and all regulations promulgated pursuant to said laws.

3.02 Policy and Obligations Governing Agreement Operator hereby acknowledges and agrees that it is aware that in entering into this Agreement with Operator, the County has charged Operator with the responsibility and duty to be a pro-active management and operational resource to the County, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating and maintaining the Fueling Facilities, and providing for the safe and secure receipt, storage, and dispensing of Jet Fuels and Ground Fuels on behalf of the County and its authorized fuel users, including the provision of into-plane fuel service to the Airport's air carriers. In furtherance of this responsibility to County, Operator agrees to provide the planning, technical, management, operational, and maintenance and repair expertise and the personnel, labor, materials, supplies and equipment to maintain and operate the Fueling Facilities, and to provide into-plane service of Jet Fuels all as required by the terms of this Agreement.

3.03 Operator's Equipment

Operator shall procure, in accordance with the provisions of Article X of this Agreement, and operate and maintain such current and future Operator's Equipment and other operating equipment as is necessary for the operation of the Fueling Facilities, the testing of Jet Fuels and Ground Fuels, and the provision of into-plane Jet Fuel service to authorized air carrier aircraft. Operator's Equipment Schedule as of the execution date of this Agreement is attached as Exhibit C.

3.04 Personnel Operator shall recruit, hire and train such management, supervisory, operating, maintenance and clerical personnel, in accordance with the provision of Paragraph (G) hereof, as are necessary to manage, operate, maintain and repair the Fueling Facilities and operate the required into-plane fueling service in accordance with the terms of this Agreement. Said personnel requirements shall specifically include the following:

- A. Site Manager Operator shall select and appoint an experienced and qualified Site Manager whose duty and responsibility shall be the day-to-day management and operation of the Fueling Facilities on behalf of Operator. The Site Manager shall be vested with full power and authority to conduct the normal and ordinary operations of Operator at the Fueling Facilities, including the authority to regulate the appearance, conduct and demeanor of Operator's employees and agents. Said Site Manager shall be available during scheduled working hours. The Site Manager's residence must be in close proximity of the Airport to enable him or her to quickly respond to operational emergencies. He or she shall at all times be accessible by telephone or mobile phone for emergencies. In the event of the Site Manager's absence, there shall be designated an acting or assistant Site Manager who will take on the job tasks and authority of the Site Manager during such absence. Said Site Manager shall be subject to the initial and continuing approval of the Airports Director.
- B. Other Employees In addition to the Site Manager, Operator shall select, hire and train such full-time and part-time operational, maintenance, clerical and other support personnel as are necessary to meet the staffing and manning demands for the operation of the Fueling Facilities and the provision of into-plane fueling service as are developed by Operator and approved by County. Operator shall develop staffing levels and personnel schedules reflecting the demand created at the Fueling Facilities by airline schedules and passenger loads, including season and weather-related fluctuations to the same. The initial staffing and manning schedule for the Fueling Facilities and Operator's into-plane fueling service at the commencement date of this Agreement are delineated on Exhibit D.
- C. Surveillance and Security Services Operator shall retain any surveillance and security personnel or services which may be requested by the Airports Director to work in conjunction with the Airport Security Office in security oversight from time to time at the Fueling Facilities, the approved cost of same, if requested, may be included as an expense within Operator's operations expense to be covered by Operator's Compensation under this Agreement or be reimbursed by the County pursuant to Section 5.03.
- D. Corporate Resources Operator shall provide, as part of its management obligations hereunder and without additional compensation, the resources of its corporate staff to support the management and operation of the Fueling Facilities, including but not limited to resources to support technical and extraordinary operations problems.
- E. Oversight and Control of Personnel
1. Operator shall screen, select and train personnel that have the requisite skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned.

2. All personnel shall be uniformed, and shall wear identification badges or name tags.
3. Operator's employees at the Airport shall be courteous and clean and neat in appearance at all times.
4. Operator's employees shall comply with County's smoking policy or regulation, as it now exists, and as it may be hereafter amended.
5. Operator's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.
6. Operator's employees shall not bring any weapon upon the Airport premises nor possess a weapon while on the Airport premises.
7. Operator shall promptly discharge employees not meeting the standards imposed by Operator, this Agreement or the requirements of the County for personnel working at the Fueling Facilities or the Airport.
8. Operator shall promptly report to the Airports Director any theft or suspected theft from the Fueling Facilities or discharge of employee due to actual or suspected dishonesty.

3.05 Conduct of Operations and Quality of Service

- A. Operator shall manage and operate the Fueling Facilities utilizing in all respects the highest standards and best practices found in airport fueling facilities operations in the United States. Operator shall employ practices which will maximize efficiency and minimize expenses of operation, maintain environmental standards and minimize environmental risks from fuels storage and dispensing operations, while remaining consistent with the high quality of service required for the safe and efficient operation of the Fueling Facilities and the provision and operation of prompt, efficient and safe into-plane fueling service for the air carriers serving the Airport.
- B. Operator shall operate the Fueling Facilities eighteen (18) hours per day, seven days per week, including Sundays and holidays, throughout the year, unless the Airports Director shall change such hours of operation by notice, in writing, to Operator. Operator shall not close operations for the day until all scheduled air carrier operations have arrived and departed.
- C. Operator shall develop a Policy and Procedures Manual for the management and operation of the Fueling Facilities, all provisions of which shall be subject to the written approval of the Airports Director. Said manual shall address, at a minimum, the following subjects: (1) Operator's conceptual approach for the management and

operation of the Fueling Facilities; (2) general operating and management policies; (3) purchasing and procurement policies and procedures; (4) employee job descriptions; (5) employee wage and compensation schedules; (6) employee code of conduct; (7) employee training guides; (8) employee schedules; (9) accident and incident procedures; (10) facilities maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, equipment to be used or leased, hours of work, number of employees required); equipment maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, as well as emergency repairs procedures/contracts); (11) emergency procedures; (12) location of Operator's office, and home and mobile phone numbers; (13) fuel tenders operating and maintenance procedures; and (14) company personnel policies. It shall be the responsibility of Operator to continuously update the contents of the manual to ensure that at all times it reflects the most current policies and procedures for the management and operation of the Fueling Facilities and the provision of into-plane fueling service to the air carriers. All of said changes shall be subject to written approval by the Airports Director.

3.06 Operator's Prohibitions

- A. Operator shall not allow unauthorized motor vehicles or other gourd vehicles to park or be parked at the Fueling Facilities.
- B. Operator shall not alter, modify, improve or change the Fueling Facilities without the prior written approval of the Airports Director.
- C. Operator and its agents, employees, contractors and subcontractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport. Upon notification by the Airports Director of any violation hereof, Operator shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly, or improper conduct.
- D. Operator and its agents, employees, contractors and subcontractors shall at all times observe and comply with all County, local, state and federal laws, ordinances, regulations and policies.
- E. Operator shall not post, install or erect any sign, placard or poster at the Fueling Facilities or anywhere at the Airport without the prior written permission of the Airports Director. Such signs as may from time to time be permitted by the Airports Director shall be made, posted, maintained and removed in accordance with his or her approval and directions, with the cost thereof being an allowable expense to be included in Operator's Compensation hereunder. County shall have the right to remove unauthorized signs at Operator's sole cost and expense.
- F. Operator agrees to observe and abide by all laws, rules, regulations and procedures promulgated from time to time by the Federal Government, the State of Florida, the

County or the Airport Director concerning the management, operation, repair and maintenance of the Fueling Facilities and the receipt, handling, storage, testing, dispensing and disposing of Jet Fuels and Ground Fuels and any other fuels or oil-related products.

ARTICLE IV

TERM OF AGREEMENT

- 4.01 **Term** The term of this Agreement shall begin upon the Commencement Date and shall end at midnight on September 30, 2016.
- 4.02 **County's Option to Extend** County shall have the right to extend this Agreement for one (1) additional five (5) year period commencing on October 1, 2016, and ending at midnight on September 30, 2021 upon giving ninety (90) days advance written notice to Operator not earlier than one hundred eighty days (180) and not later than ninety (90) days prior to the expiration date of the initial term (the term ending September 30, 2016).
- 4.03 **Continuation After Term** Should Operator continue to manage and operate the Fueling Facilities and provide services under this Agreement upon the expiration of the term, or any extension thereof, without notice of cessation or termination by County, said continuation shall be deemed an "at-will" month-to-month extension of this Agreement terminable by County, without cause, upon thirty (30) days written notice to Operator.
- 4.04 **Transition** Upon expiration or earlier termination of this Agreement, Operator agrees to cooperate fully with the County and with any successor Operator chosen by County to ensure a smooth transition from Operator to such successor.
- 4.05 **Earlier Termination** Any other provisions of this Article IV and this Agreement notwithstanding, the County may, upon the issuance to Operator of a ninety (90) day written notice of termination approved by the Board of Commissioners of Okaloosa County, terminate this Agreement prior to any expiration date specified in Sections 4.01 or 4.02 of this Article IV for either of the following reasons: (1) County no longer requires the services of Operator or (2) County and Operator are unable to agree to the amounts chargeable as Operator's Compensation for any Contract Year under this Agreement.

ARTICLE V

OPERATOR'S COMPENSATION/COUNTY FLOWAGE FEE

For and in consideration of Operator providing the fuels management and operations services required by the provisions of this Agreement, Operator shall receive Operator's Compensation as follows and pay the County the per gallon flowage fee hereinafter provided:

- 5.01 **Jet Fuel Services** For services provided for managing, maintaining, repairing and operating the Fueling Facilities for Jet Fuel, receiving, storing, dispensing, testing and accounting for authorized air carrier users' Jet Fuel supply at the Fueling Facilities, and providing into-plane service for said authorized air carrier users' aircraft for said month, Operator shall be paid monthly compensation which shall be the fee per gallon agreed to by the authorized air carrier users and Operator for Jet Fuel dispensed into-plane to said users during said month. Said fee shall not exceed the fee per gallon for that Contract Year negotiated and agreed to between Operator and County. The maximum fee per gallon for Jet Fuel service for the first Contract Year of this Agreement agreed to between County and Operator is delineated within Exhibit B.
- 5.02 **Ground Fuels Services** For services provided for the managing, operating, maintaining and repairing of the Fueling Facilities and fuel dispensing equipment for Ground Fuels and for Operator's services provided for the receipt, storage, testing and dispensing of said fuel, and the maintenance of inventory records therefor, Operator shall receive monthly compensation from the County at the per gallon fee negotiated and agreed to by Operator and the County for each Contract Year for all Ground Fuel delivered to the Fueling Facilities for storage for said month. The fee per gallon established for the first Contract Year under this Agreement being delineated on Exhibit B attached hereto.
- 5.03 **Jet Fuel Fee** The Operator shall be required to pay the County a per gallon fee of two cents (\$.02) per gallon for each gallon of Jet Fuel delivered to the Fueling Facilities each month during the term of the Contract. The amount may be included as an expense of services under Operator's proposed schedule of fees per gallon for into-plane fuel service, but it may not be separately stated or levied as a separate fee upon air carriers' into-plane gallonage. The fee shall be subject to adjustment each Contract Year during the negotiation of Operator's Compensation for that Contract Year.
- 5.04 **No Other Compensation** The Operator's Compensation provided for in Sections 5.01 and 5.02 above shall be the total and complete compensation payable to Operator under this Agreement for all labor, materials, supplies, other expenses, overhead, and profit for all fuels management and operations services provided pursuant to Section 3.01 and Attachment B to this Agreement, save and except those expenses incurred by Operator as additional services under this Agreement under a specific authorized written request for services issued by the County.
- 5.05 **Request for Payment of Operator's Compensation** Not later than ten (10) business days after the close of each month under this Agreement, Manager shall prepare and file with the Airports Director a written request for payment of that portion of Operator's Compensation for Ground Fuel Services as called for in Section 5.02 hereof and the payment of any authorized additional services specifically authorized pursuant to Section 5.03 hereof. The request shall be in form and content as required by County and certified by Operator's finance department representative responsible for preparation of said request. Said request shall be accompanied by the monthly statements required to be submitted by Operator pursuant to Section 6.03 of Article 6 of this Agreement. The Airports Director shall review and either

approve or disapprove, in whole or in part, the amount of each Request for Operator's Compensation within ten (10) business days from receipt of each said request and not later than ten (10) business days after the close of each month.

- 5.06 Payment of Operator's Compensation** Upon the Airports Director's approval of Operator's Request for Compensation in accordance with the provisions of Section 5.04 above, County shall promptly make payment of the amount so approved.
- 5.07 Compensation for Jet Fuel Service** Operator shall submit monthly Requests for Compensation for Jet Fuel Service under Section 5.01 hereof to all air carriers receiving into-plane Jet Fuel Service for the month in question. Said requests shall be made at such time in the format agreed to by Operator and the air carriers.

ARTICLE VI

FINANCIAL RECORDS AND ACTIVITY REPORTS

- 6.01 Accounting** Operator shall keep and maintain accounting records in accordance with generally accepted accounting principles and generally accepted inventory procedures to record revenue and expenses incurred and fuels delivered, stored and dispensed for each month under this Agreement. Records of fuels received, stored and dispensed at and from the Fueling Facilities shall include detailed records by air carrier of air carrier fuel received and dispensed for each month.
- 6.02 Accounting Records** Operator shall keep and maintain true and accurate books of account and records reporting revenues and expenses of operating and maintaining the Fueling Facilities and providing fuel management and operations services under this Agreement, including the receipts and disbursements of fuel inventory, and Operator's Compensation. Said books of account and records shall be kept and preserved in hard copy, computer disc, microfilm or other media source acceptable to County's Finance Director for three years after the Contract Year for which the transactions occurred.
- 6.03 Reports and Supporting Information**
- A. Operator shall prepare and file with the County, by the due date therefore, those monthly and annual reports ("Reports") regarding the management and operation of the Fueling Facilities and the provision of fuels management and operations services under this Agreement. Said reports shall include those as called for in Section 6.03(A) and Exhibit E to this Agreement. Said Reports shall include, but not be limited to, the following:

1. Monthly reports of Jet Fuel and Ground Fuels received and dispensed during the month.
2. Monthly reports of Jet Fuel dispensed into-plane and the fees received therefor by air carrier. Said report shall be in form and substance as that included in Exhibit E.
3. Monthly and annual statements of income showing monthly and year-to-date revenues and expenses. Said report shall be in form and substance as that included in Exhibit E.
4. Monthly reports shall be submitted by the fifteenth (15th) of the following month. Annual Reports shall be submitted thirty (30) days after the close of a Contract Year, except the Budget shall be submitted as required by Section 6.05.
5. An "Annual Pro-Forma Budget" projecting:
 - a. Revenues from Jet Fuel and Ground Fuels and other revenue by user.
 - b. Direct site-specific operations and maintenance expenses, including personnel costs for Fueling Facilities operations, maintenance and repairs, and operation expenses for Jet Fuel into-plane service.
 - c. Operator's Equipment expenses, including maintenance, repairs, fuel and depreciation or other equipment recovery charges.
 - d. Operator's projected charges for corporate expense and profit.

Said budget shall be accompanied by a detailed manning table supporting Operator's projected personnel cost and a proposed schedule of gallonage fees for Jet Fuel service and Ground Fuels service.

- B. Operator shall also keep full and accurate records, books, summaries and data with respect to all fuel charges made or which should have been made by it hereunder, including dispensing tickets issued and any other transactional information related thereto, which shall support the monthly Reports. Operator shall also maintain records of any state or local sales, excise, or other tax return records. Operator shall retain all such supporting documentation (including all dispensing tickets and transactional data) and shall make such documentation available to the County on request. Operator shall continue to retain all such fueling charges documentation for such retention periods as identified in 6.03 above. The making of any willfully false report or statement of any kind shall authorize the County to immediately terminate this Agreement.
- C. County shall have the absolute right to copy and use for its benefit or the benefit of any successor operator, any and all reports and supporting information in any way related to

the operation and management of the Fueling Facilities or any transactions therein. Operator shall prepare and provide to County, as and when requested, such other transactional and operational data regarding the management and operation of the Fueling Facilities as the Airports Director may request from time to time.

6.04 Rights of Inspection and Audit Should County elect from time to time to inspect, and/or audit, the books of account and records referenced in Sections 6.01 through 6.03 or the Reports or any supporting information referenced in Section 6.03, Operator shall provide County and its representatives, upon three (3) business days prior written notice, unlimited access to all of its books of account and records (including but not limited to those records maintained on microfilm and computer disks), Reports and supporting information, all of which may be copied by County and its representatives. Without limiting the generality of the foregoing, the County or its representative shall have the right, upon three (3) business days prior notice, at any time and from time to time, to audit all of the records of Operator relating to business transacted at or from the Airport including, but not limited to, those identified in Sections 6.01 through 6.03 and, upon request, Operator shall make all such information available for such examination at the Airport, all of which may be copied by County and its representatives. If delay or additional costs are incurred in connection with such audit, which are caused by Operator, Operator shall be responsible for such additional costs. If Operator so desires, and County concurs, the County or its representative may conduct the audit at a location, other than at the Airport, at Operator's expense, including, but not limited to, Operator's reimbursement of County's travel expenses, travel time, and other related expenses. None of the aforementioned expenses shall be included as an expense by Operator under the provisions of this Agreement. If an audit discloses that any of the books of account or records or Reports then being audited overstate Operator expense by five percent (5%) or more or overstated Operator's Compensation by three percent (3%) or more, the costs and expenses of the audit, the amount due, and interest at the highest legal limit allowed per annum in the State of Florida from the end of the month in which such discrepancy occurred, shall be paid immediately to County by Operator. The above-referenced overstatements may also constitute a breach of this Agreement. If an audit discloses amounts due County below the threshold amounts aforesaid, the amount due, together with interest on the amount due at the rate aforementioned per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to County by Operator.

6.05 Operator's Annual Budget Prior to the Commencement Date of this Agreement, and thereafter by August 1st prior to each Contract Year, Operator shall prepare and submit to the Airports Director for his or her written approval a pro forma annual budget ("Budget") of estimated revenues and expenses, Operator's Compensation and estimated Net Revenue. The Budget shall be in the format described in Exhibit E attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Operator's projected operations and maintenance expenses. The form and content of said supporting data will be agreed to by County and Operator as part of the initial Budget approval process under this Agreement. Once approved by the Airports Director, said approved Budget shall

be the control limit on allowable expenses recoverable through Operator's Compensation under this Agreement. Such annual Budget shall be effective on October 1 of each Contract Year. Operator shall prepare and file with the County by the fifteenth date of the month following the close of each quarter of a Contract Year hereunder, a year-to-date report on Operator's annual Budget, including an analysis of positive and negative variances, if any. Amendments, if any, to the initially approved Budget shall be prepared, submitted and approved following the same procedures applied for the initial Budget for each Contract Year.

ARTICLE VII

MAINTENANCE AND REPAIRS AND IMPROVEMENTS

7.01 County's Maintenance and Repairs

- A. County shall be responsible for all structural maintenance, major renewals, and replacements of all surface areas, facilities and equipment comprising the Fueling Facilities; including permanent fixtures and fixed improvements which comprise said Fueling Facilities and the major elements of electrical systems provided to the Fueling Facilities.
- B. County may, at its option, from time to time, request Operator to perform any major repair, renewal or replacement for which County is responsible hereunder, in which event Operator will be reimbursed the cost of its performance by the County. Authorization for such performance shall follow the procedures of Section 5.03.
- C. The cost of any repair, replacement or maintenance incurred by County, other than ordinary wear and tear, as a result of Operator's negligence or intentional misconduct, that of its subcontractors, or those others over which Operator has control or right of control, shall be reimbursed to County by Operator and said cost shall not be allowable as a expense recoverable by Operator's Compensation or otherwise.

7.02 Operator's Maintenance and Repairs

- A. Operator shall be responsible for all maintenance and repairs to the Fueling Facilities not otherwise the obligation of County under Section 7.01 above, including the fueling equipment and Operator's Equipment. A detailed schedule of Operator's maintenance and repair obligations is included as Attachment C to this Agreement. All expense for performing the requirements in this section and Attachment C shall be an allowable expense to be reimbursed through Operator's Compensation.
- B. As part of its obligations to County, Operator shall have the duty to promptly notify the County's Airports Director or his or her authorized designee of any conditions or events which would necessitate County performing any of its major maintenance, renewal or replacement obligations under the above provisions of Section 7.01.

7.03 County's Right to Inspect Maintenance The County shall be the sole judge of the quality of maintenance and repairs performed by the Operator. The County may at any time, without notice, enter the Fueling Facilities to determine if satisfactory maintenance and repairs are being performed. If County determines that said maintenance or repair is not satisfactory, County shall so notify Operator in writing. If said maintenance or repair is not performed satisfactorily by Operator within fifteen (15) days after receipt of the aforesaid written notice, County or its agents shall have the right to enter upon the Fueling Facilities and perform the maintenance or repair on behalf of Operator and Operator agrees to promptly reimburse County for administrative costs equal to 15% of total cost. County may charge its cost of performance as a deduction against Operator's Compensation.

Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Operator of oral notice given from County.

7.04 Cleaning of Fueling Facilities Operator shall be responsible for the cleaning of the Fueling Facilities, including walks, ramps, steps and landscaped areas, which shall include but not be limited to sweeping, moving, picking up, and containerizing all litter, debris, trash, waste, garbage, leaves, sand, abrasive materials, refuse, and petroleum wastes and the removal and clean-up of gas, solvents, and similar spills from vehicles using said areas and facilities, in accordance with state and federal EPA requirements. Cleaning operations shall be performed as frequently as may be necessary to keep and maintain the Fueling Facilities at all times in a clean and orderly condition. If County determines that said cleaning is not satisfactory, County shall so notify the Operator in writing. If said cleaning is not performed satisfactorily by Operator within twenty-four (24) hours after receipt of written notice, County or its agents shall have the right to enter upon the Fueling Facilities and perform the cleaning, and the Operator agrees to promptly reimburse County for administrative costs equal to 15% of total cleaning costs. County may charge its cost of performance against Operator's Compensation otherwise due hereunder.

7.05 Maintenance Responsibilities The parties hereto agree that the maintenance schedule included at Attachment C to this Agreement provides a detailed schedule of Operator's maintenance and repair obligations under this Agreement as of the effective date hereof. The parties hereto agree to amend the same from time to time as necessary to add, delete or clarify responsibilities of the parties with respect to maintenance and repair of the Fueling Facilities. Except to the extent Attachment C is specifically amended, in the event of a conflict between the provisions of Attachment C and this Article VII, the provisions of this Article VII shall control.

7.06 Use of Subcontractors In the event that Operator employs subcontractors to perform any maintenance or repair obligation of Operator, Operator shall provide County with the identification of said subcontractor, an indemnity to County covering said subcontracted work from said contractor, and certificates of insurance, in form and substance acceptable to County, evidencing liability, workers compensation and other applicable insurance required under Operator's approved procurement process and naming the County, its officers,

members of the Board of County Commissioners, and employees as additional insureds; provided that such indemnity and insurance shall be in addition to that provided by Operator, and shall not relieve Operator of its insurance and indemnity obligations otherwise provided herein to County.

- 7.07 **Future Improvements by County** The County anticipates certain additions to the Fueling Facilities during the term of this Agreement. Operator shall have the same obligations for maintenance and repairs for such additions and improvements as it has for the maintenance and repairs of similar or like facilities within the existing Fueling Facilities.

ARTICLE VIII

REFUSE AND ENVIRONMENTAL OBLIGATIONS

- 8.01 **Refuse and Waste** Operator shall be responsible for the collection, storage and removal from the Fueling Facilities of all garbage, debris and other non-hazardous and hazardous waste materials, either solid or liquid, arising out of Operator's activities on the Airport or arising from its obligations pursuant to Article VII of this Agreement. Operator covenants to keep the Fueling Facilities free and clear at all times of all such garbage, debris and other non-hazardous and hazardous waste materials in accordance with its obligations pursuant to Article VII and, where applicable, this Article VIII. No garbage, debris or other waste materials of any type shall be thrown, discharged or deposited or permitted to be thrown, discharged or deposited on Airport property or any bordering property of the Airport, nor shall it be placed in waste containers owned and/or operated by County, except non-hazardous materials may be deposited in a dumpster which shall be designated for Operator's use in common with other tenants for said purposes.
- 8.02 **Compliance with Environmental Laws** Operator covenants, represents, and warrants that in conducting any activity from, within or with respect to the Fueling Facilities or elsewhere at the Airport, or in conducting any operation or performing any service or work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:
- A. Operator shall obtain and maintain all Environmental Permits required for the County to operate and maintain the Fueling Facilities and for Operator to provide services therefrom and from Airport premises.
 - B. At County's request, Operator shall make available to County for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to environmental issues, Environmental Laws or Environmental Permits, or pertain to the

Airport or the Fueling Facilities, and/or Operator's services therefrom and would be discoverable in litigation.

- C. County and its representatives shall have access to the Fueling Facilities, upon prior notice to Operator, to inspect the same in order to determine if Operator is managing, maintaining, operating and using the Fueling Facilities in accordance with all Environmental Laws and Environmental Permits. Operator agrees to fully cooperate with any such inspections, provided that such inspections shall not unreasonably interfere with Operator's operations. Upon receipt of written notification of noncompliance or upon assertion of a claim by a third party, and at the request of County, Operator shall conduct such testing and analysis as County deems reasonable to ascertain whether Operator is using the Fueling Facilities in compliance with all Environmental Laws and Environmental Permits. Any such tests shall be conducted by qualified independent experts chosen by Operator, but who shall be subject to County's approval. Operator shall provide to County copies of all reports prepared by such experts within a reasonable time after Operator receives each such report.
- D. If Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required Environmental Remediation, County may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to County, enter the Fueling Facilities and take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit. County shall provide Operator with five (5) business days written notice of such action, and provide Operator with the final opportunity to comply with such Environmental Law or Environmental Permit, or to take the appropriate corrective action or Environmental Remediation.
- E. In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, subcontractors or customers, which is required by an applicable Environmental Law or County Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Fueling Facilities or the Airport, or in the event any claim, demand, complaint, or action is made or taken against Operator in connection with any part of Operator's business that causes a release or threatened release of Hazardous Materials at the Fueling Facilities or the Airport or pertains to an environmental condition at the Fueling Facilities or the Airport, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify County of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide County with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Fueling

Facilities or the Airport, Operator shall simultaneously provide a copy of such notice or report to County.

- F. Operator shall undertake all necessary steps to remedy and remove any Hazardous Materials, environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities, conduct or presence of Operator or any of its agents, employees, invitees, licensees, contractors, subcontractors or customers on, within, at or in conjunction with its use of the Fueling Facilities or at the Airport, whether resulting from negligent conduct or otherwise, as determined by the appropriate governmental agency with jurisdiction over environmental matters at the Fueling Facilities to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Fueling Facilities or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be performed after Operator submits to County a written plan for completing such work and receives the prior approval of County, which shall not be unreasonably withheld. County shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. Specific cleanup levels for any Environmental Remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits, including the imposition of any institutional control as may reasonably be required to attain such cleanup standard(s) that (i) prohibits the use of groundwater at the site for agricultural, recreational, industrial or commercial purposes or (ii) restricts the redevelopment of the site, without express written governmental preapproval. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.
- G. Notwithstanding the obligations imposed on Operator in Paragraph F of this Section of the Agreement, County and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to remediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause the release or threatened release of Hazardous Materials or cause environmental pollution, contamination, or damage at, under or about the Fueling Facilities or the Airport. Operator agrees to cooperate with any and all such actions.
- H. County shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence at, within or on the Fueling Facilities or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise

cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by County, its employees, or agents acting within the scope of their authority.

8.03 Operator's Environmental Indemnity

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

- A. Without in any way limiting Operator's obligations under Article XI hereof, Operator shall assume the risk of, be responsible for, protect, defend, 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, costs, and expenses, including reasonable attorneys fees, which may be incurred in connection with any actual, threatened, or potential release of Hazardous Materials or environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity, conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Fueling Facilities or the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit.
- B. All rights and remedies of County as provided in this Agreement with regard to the release or threatened release of Hazardous Materials or environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and County's right to indemnification as provided under this Section shall survive the termination of this Agreement.
- C. Any environmental condition, hazardous substance, or hazardous waste which was present on the Fueling Facilities prior to this Agreement and which is identified as an existing condition at the Commencement Date on Attachment D to this Agreement or which migrates to the Fueling Facilities from adjacent tracts shall not be the responsibility of the Operator.

ARTICLE IX

STORMWATER COMPLIANCE

- 9.01 Stormwater Operator shall comply with the following provisions concerning stormwater compliance and management with respect to its fuels management and operations services at or from the Fueling Facilities and elsewhere at the Airport:

- A. Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airport, on County-leased land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to said Airport property and uses thereof, including but not limited to the Fueling Facilities.
- B. County and Operator will cooperate to insure compliance with any United States Air Force, County, State of Florida, or United States of America stormwater discharge permit terms and conditions applicable to the Airport or Eglin Air Force Base, as well as to insure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.
- C. To the extent permissible, County will invite Operator to participate in discussions with the Florida EPA, the United States of America EPA, and the United States Air Force, as applicable, regarding discharge permit requirements and shall provide Operator with written notice of, and afford the Operator the opportunity to define the extent of, any stormwater discharge permit requirements applicable to Operator and with which Operator will be obligated, pursuant to this Agreement or otherwise, to comply with from time to time, including certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Operator agrees to undertake, at its expense, unless otherwise agreed to in writing between County and Operator, those stormwater permit requirements for which it is responsible and for which it has received written notice from County and which are applicable exclusively to Operator, and Operator agrees that it will hold harmless and indemnify County for any violations or non-compliance by Operator with any such permit requirements.
- D. Notwithstanding any other provisions of this Agreement, Operator agrees to defend, indemnify and hold harmless County, its officials, officers, agents, and employees and other storm water permit co-permittees for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Operator's actions or omissions, including without limitation, failure to comply with Operator's obligations under this Article IX, the applicable storm water regulations, and storm water discharge permit, unless the same are the result of third parties, including the County, or the design or maintenance of the Airport's storm water system by County or third parties. This indemnification shall survive any termination or non-renewal of this Agreement.

ARTICLE X

AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS

10.01 **Approvals for Fueling Equipment, Operating Equipment and Improvements** As of the execution date of this Agreement, there is no Operator-owned fueling equipment or operating equipment or Operator-constructed improvements at or within the Fueling Facilities.

A. **Process and Procedures** Before Operator may acquire any fueling equipment or operating equipment for, or make any improvements to the Fueling Facilities, Operator must request approval from the Airports Director to acquire said equipment or make said improvements and provide the Airports Director with the justification and the cost therefore, the procurement specifications to be used to obtain said equipment or make said improvements, the allowable costs of financing therefore, if any, and the estimated useful life of said equipment or improvement. Operator shall also indicate the proposed portion of the cost of the same to be included in annual expenses of Operator to be recovered from Operator's Compensation. Upon written approval by the Airports Director, Operator may proceed to acquire said equipment or make said improvement in accordance with said approvals, in accordance with the procurement process approved by County. Upon completion of the purchase or improvement, the equipment or improvement and the annual period cost shall be incorporated into Operator's Compensation. In addition, the Airports Director shall also have the right to require Operator to procure additional fueling equipment, operating equipment or make improvements to Fueling Facilities that she or he deems necessary for the operation of the Fueling Facilities under the procedures as outlined aforesaid. Upon acquisition of said equipment or completion of said improvement, as aforesaid, Operator shall forthwith provide the County with evidence of payment to its contractors, subcontractors and suppliers and with verification of final costs in form and substance acceptable to the Airports Director.

B. **Initial Equipment Procurement** Concurrently with the execution of this Agreement, County has approved the purchase, installation or provision of the equipment referenced as Operator's Equipment on Exhibit C.

10.02 **Purchase of Equipment and Payment for Improvements** If, upon the expiration or termination of this Agreement, Operator and County do not enter into an Agreement providing for the continued management and operation of the Fueling Facilities by Operator, County shall pay Operator for the unamortized cost of any fueling equipment and operating equipment or improvements purchased or made for the operation of the Fueling Facilities approved by the Airports Director and remaining unreimbursed. Upon payment by County, Operator shall provide County with all warranties and maintenance manuals.

10.03 **Immediate Reimbursement to Operator** In lieu of recovery by Operator of the annual period expense for any equipment or improvements purchased or made to or for the Fueling

Facilities, County may elect to reimburse Operator for the unrecovered cost of any equipment purchased or improvement made pursuant to Section 10.01 above. In the event County so elects, Operator's cost will be reimbursed within thirty (30) days of purchase and installation of equipment or completion of improvement or thirty (30) days of County election, as the case may be. Reimbursement will be made upon Operator's invoice. Operator shall provide documentation of title or completion, if applicable, in such form as the Airports Director may require, and said equipment or improvement shall not thereafter be subject to expense recovery through Operator's Compensation.

10.04 Other Provisions Governing Equipment Acquisition and Improvements The Operator shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 10.01 above.

- A. General Operator will not acquire any fueling equipment or operating equipment nor make any alterations or improvements to the Fueling Facilities until after first obtaining the written consent of the Airports Director in accordance with Section 10.01 above. All installations of equipment and alterations and improvements to the Fueling Facilities made by the Operator shall be made in a workmanlike manner without damage to the Fueling Facilities, except such damage that is promptly repaired or corrected by the Operator. No installation, improvement or alteration shall be made unless the Airports Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Operator shall have obtained all applicable building permits, construction insurance, and performance bond, where required, all of which shall be subject to the County's review and approval.
- B. All Equipment and Improvements to Conform with Statutes All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefore, constructed or installed by Operator, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the County or the Airports Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Operator.
- C. Disapprovals In the event of disapproval by the Airports Director of any portion of any plans or specifications, Operator shall promptly submit necessary modifications and revisions thereof for approval by Airports Director. Airports Director shall act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Airports Director, and no alterations or improvements shall be made to or upon the Fueling Facilities without the prior written approval of the Airports Director. The County, through the Airports Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

- D. Provision of As-Built Drawings Upon completion of any installation, improvement or alteration, Operator shall provide County two (2) completed sets of as-built drawings in reproducible form as specified by County, if such as-built drawings were required in County's approval to Operator under Paragraph A above. Operator agrees that, upon the request of County, Operator will inspect the installation or improvement jointly with County to verify the as-built drawings.
- E. Title to All Equipment Except as may be otherwise specified in writing in the Airports Director's approval to Operator pursuant to Paragraph A above, title to all equipment acquired and improvements made to the Fueling Facilities shall immediately pass and vest in County upon installation or completion. Title to trade fixtures provided by Operator, which are not included as fueling equipment or operating equipment and for which the purchase price has not been charged to County, and Operator Equipment listed on Exhibit C shall remain with Operator, unless the cost thereof has been recovered from the County or County makes an election pursuant to Section 10.03.
- F. Right to Other Property Except as may otherwise be provided for herein, Operator shall have the right upon the termination of this Agreement to remove any of its trade fixtures, expendables, and personal property, if any, and Operator's Equipment listed on Exhibit C from the Fueling Facilities, which have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by County as a reimbursement or otherwise under Sections 5.02, 5.03 or 10.03; provided, however, that Operator is not then in default hereunder, and provided further that Operator, at its sole cost and expense, shall repair or shall reimburse the County for the cost of repairing any damage which may be caused by such removal. Upon failure of Operator to remove such property within twenty-four (24) hours after the date of termination of this Agreement, the Airports Director shall have the right to remove such property, notwithstanding any security interest in same, and to store it, and Operator shall pay to the County the cost of such removal and storage or at the option of the County's representative, any such property remaining after the termination of this Agreement shall immediately be and become the property of the County.

ARTICLE XI

INDEMNIFICATION AND INSURANCE

11.01 General Indemnification

Operator shall assume, protect, defend, reimburse, and indemnify 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 liabilities (including statutory liability and liability under Worker's Compensation laws), 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, including but not limited to any County property, resulting from, arising out of, or incident to or in connection with Operator's use, occupancy, control, management and operation of the Fueling Facilities or other areas or facilities at the Airport or resulting from, arising out of, or incident to or in connection with the conduct of Operator's fuels management operations services and activities under this Agreement or its obligations and covenants under this Agreement including, but not limited to:

- A. The willful misconduct, negligence or tortious act or omission of Operator or any of its agents, employees, invitees, licensees, contractors or subcontractors on, within, at or about the Fueling Facilities or in conjunction with any services provided by Operator pursuant to this Agreement.
- B. Operator's willful misconduct, negligence or tortious act or omission in its use or occupancy of the Fueling Facilities or its management and operations under or pursuant to this Agreement;
- C. The violation by Operator of any agreement, covenant or condition of this Agreement;

except to the extent any such loss, fine, damage, cause of action, suits, claims, demands, judgments, awards, settlement cost, expenses, including liabilities for injury, death or damage is caused by the willful act or omission of County.

11.02 Additional Indemnifications

- A. Without limiting Operator's liability pursuant to Section 11.01 above, Operator shall assume, protect, defend, reimburse and indemnify 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 liabilities (including statutory liability and liability under Worker's

Compensation laws), 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, arising out of, or incident to or in connection with Operator's use and occupancy of the Fueling Facilities or other areas or facilities at the Airport or resulting from, arising out of, or in connection with or incident to the conduct of Operator's management and operation of the Fueling Facilities and fuel management and operations services under this Agreement or arising out of the use of any fuel, fueling facilities 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 while this Agreement is in effect), sanitation, good order, security, fire precautions, traffic control or operations or maintenance caused by Operator 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 willful act or omission of County.

- B. Operator shall assume, protect, defend, reimburse, and indemnify 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 liabilities for compensation under any workers' compensation statute arising out of injuries sustained by any employee of Operator. Operator 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.
- C. Without limiting the generality of any other provision hereof, Operator 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 willful act or omission of County.
- D. Operator shall assume, 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, if so authorized, which by law may be levied or assessed on the Operator's Equipment which arise out of or are incidental to the conduct of Operator's fuels management and operations services and activities under this Agreement. Operator 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 Operator to contest or appeal the same. Operator 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 for payment of such taxes. In the event that County receives said bills, it shall promptly mail the same to Operator.

- E. County has paid Operator the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, as specified consideration for the above-stated indemnifications in accordance with the provisions of the Florida statutes, Section 725.06. Furthermore, Operator acknowledges and agrees that in the calculation of Operator's Compensation made to Operator under this Agreement there is included additional consideration from County to Operator for said indemnification.
- F. Without in any way limiting any other provision on the subject matter contained elsewhere in this Agreement, Operator agrees that all Operator obligations of indemnity specified in Sections 11.01 and 11.02 hereof shall survive expiration or termination of this Agreement.

11.03 Insurance Requirements

Operator shall, at its own cost and expense, procure and maintain in effect the following minimum insurance coverages at all times during the term of this Agreement, and, prior to the Commencement Date of this Agreement, shall deliver to Okaloosa County, Florida (the Certificate Holder), 602-C North Pearl Street, Crestview, FL 32536, certificates of insurance, 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 in the Best's Key Rating Guide, and reasonably satisfactory to County evidencing the coverage for Operator required in this Section 11.03.

Operator shall not commence any work in connection with this Agreement until Operator has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer nor shall the Operator allow any subcontractor (approved by Okaloosa County) to commence work under this Contract until all similar insurance required of the subcontractor has been so obtained and approved.

- 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 - Florida Statutory
 - 2. Employer's Liability \$1,000,000 - Limit per Occurrence

The insurance secured and maintained by Operator shall provide Workers' Compensation insurance for all of its employees employed at, for, or in conjunction with the Fueling Facilities, any premises authorized for use under this Agreement, or any site connected with the work, and for Operator's services and activities under its Agreement, including supervision, administration and management of the Fueling Facilities. No class of employee shall be excluded from the Workers' Compensation insurance coverage. In case any work is subcontracted, Operator shall require the subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the Fueling Facilities, and such evidence of insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County. Workers' Compensation coverage shall include a waiver of subrogation in favor of Okaloosa County, Florida.

- B. Commercial General Liability Insurance coverage which shall include, but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, including coverage of Operator's indemnity obligations under Section 11.02 of this Agreement, Independent Contractors, Products and Completed Operations Coverage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment operated or maintained by Operator at the Airport. The Commercial General Liability Insurance shall be maintained for a period of not less than two (2) years following final operations of Operator under this Agreement. Limits of coverage shall be not less than the following:

On-Airport Operations

Bodily Injury and Property Damage	\$25,000,000 per occurrence combined single limit
-----------------------------------	--

Operations Other Than On-Airport

Bodily Injury and Property Damage	\$5,000,000 per occurrence combined single limit
-----------------------------------	---

- C. 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 Injury and Property Damage	\$5,000,000 per occurrence combined single limit
-----------------------------------	---

- D. Pollution and Environmental Liability

- Operator shall carry site-specific first party and third party pollution and environmental liability coverage covering the Fueling Facilities, including the

above-ground fuel storage tanks for Jet Fuel and Ground Fuels, fuel dispensing equipment, Operator's Equipment, and Operator's into-plane fuel services.

2. If said policy is issued on a "claims made" form, County and Operator shall negotiate and agree upon a "Retro Date" and a period for continuation of coverage or an "Extended Reporting" period under the policy prior to placement or renewal of said insurance.

Pollution and Environmental Liability	\$5,000,000 per incident and aggregate limit
---------------------------------------	---

E. Certificate of Insurance Each certificate of insurance required and provided hereunder shall be in the form and substance acceptable to the County's Risk Manager Director and shall meet each and every one of the following requirements:

1. The certificate shall be issued by an 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 (30) days advance written notice thereof.
2. The certificates of insurance, or an attachment thereto, shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of ten thousand dollars (\$10,000) will not be accepted unless specifically approved in writing by County's Risk Management Director. All deductibles or SIRs, whether approved by County or not, shall be the Operator's full responsibility.
3. In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Operator shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the County replacement certificates.
4. Each certificate and policy providing liability coverage shall name Okaloosa County, Florida, as additional insured under the policies. The definition of "Insured" or "Additional Insured" under Operator's policy or policies of insurance shall include subcontractors, subcontractors to subcontractors, and any associated or subsidiary companies of the Operator that are involved with or which are part of this Agreement.
5. 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.
6. The acceptance or delivery to County of any certificate of insurance 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.

7. The County shall retain the right to reject all insurance contracts or certificates that do not meet the requirements of this Agreement.
 8. Operator shall deliver to the Purchasing Director of the County, thirty (30) days before the date of the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified.
 9. No operations shall commence or continue by Operator at the Airport unless and until the required certificates of insurance are in effect and approved by the County's Risk Manager Director. In addition, Operator shall not allow any subcontractor (approved by County) to commence work under said subcontract unless and until all insurance required of said subcontractor has been received and approved by County in a like manner.
- F. Upon request by County, Operator shall provide a certified, true and exact copy of any insurance policy required hereunder requested by County, including any and all endorsements thereto. Operator authorizes County to confirm with Operator'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.
- G. 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.
- H. The insurance coverages and limits required of Operator under this Agreement are designed to meet the minimum requirements of County. They are not designed as a recommended insurance program for Operator. Operator retains the responsibility for assessing its total liability and physical risk exposures and managing these exposures, including the purchase of such additional insurance as may be required.
- 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 shall be given to County.
- J. Failure by Operator to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Operator 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 Operator contained herein.

- K. Operator agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Operator's knowledge, the Airports Director shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Operator becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.
- L. Operator 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 the Fueling Facilities or any other part of the Airport and Operator's Services hereunder. Further, if Operator shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the County's premiums for insurance for such Fueling Facilities or the Airport, Operator shall pay the amount of such increase, pursuant to invoices from County.
- M. County shall have the right at the conclusion of each Agreement Year hereunder, upon the written recommendation of its Risk Management Director or insurance consultant, and after consultation with Operator, to make such modifications or alterations to insurance coverages and limits as may reasonably be required hereunder upon thirty (30) days written notice to Operator. Upon being given notice by County of said modifications and alterations, Operator shall promptly comply with said revised insurance requirements.

ARTICLE XII

CONTRACT SECURITY

- 12.01 **Amount of Contract Security** Operator shall provide, file and maintain with County, during the term of this Agreement, a Contract Security satisfactory in form and content to the County. The Contract Security shall be in the initial amount of one hundred thousand (\$100,000.00) Dollars. This Contract Security is required to guarantee the full and faithful performance of all the terms and conditions of this Agreement by the Operator and shall be subject to claim by the County in the event of default by the Operator. Operator must ensure that the Contract Security is maintained at all times in the proper amount throughout the period of the Agreement.
- 12.02 **Form of Security** The Contract Security, at the option of County, may be an irrevocable letter of credit from a bank acceptable to the County, which is either in the local area or will accept a demand for payment by mail, the form of which has been approved by County's Attorney; or it may be a performance bond, issued by an insurance company acceptable to the County, the form and content of which has been approved by the County's Attorney.

- 12.03 **Certificate of Renewal** At least thirty (30) days prior to the expiration date on which any such Contract Security expires, Operator shall provide and file with the Airports Director a renewal or replacement security meeting the requirements of Section 12.02 aforesaid.
- 12.04 **Maintenance of Security** If Operator fails to provide or maintain the Contract Security in effect at any time during the period of the Agreement, the Operator shall be in default and this Agreement may be immediately terminated by the County.

ARTICLE XIII

DAMAGE TO FUELING FACILITIES/CURTAILMENT OF OPERATIONS

- 13.01 **Partial Damage** If the Fueling Facilities or any essential appurtenant facilities of the Airport required for Operator to provide fuels management and operations services under this Agreement shall be partially damaged by fire, or other casualty, but said circumstance does not render the Fueling Facilities and said appurtenant facilities untenable as determined by County, such damage shall be repaired to usable condition with due diligence by the County at its own cost and expense.
- 13.02 **Substantial Damage** If the Fueling Facilities or any essential appurtenant facilities of the Airport required for Operator to provide fuels management and operations services under this Agreement shall be so extensively damaged by fire, or other casualty, as to render said Fueling Facilities or appurtenant facilities untenable, but capable of being repaired in sixty (60) days, all as determined by County, such damage shall be repaired to usable condition with due diligence by the County at its own cost and expense. The County will use its best efforts to provide Operator with suitable alternate facilities to continue its operations while repairs are being completed and shall reimburse Operator's reasonable and necessary direct expenses for relocation to such temporary accommodations as are provided.
- 13.03 **Extensive Damage** If the Fueling Facilities or any essential appurtenant facilities of the Airport required for Operator to provide fuels management and operations services under this Agreement or any essential part of the Airport necessary to the conduct of air operations and the movement of passengers through the Airport shall be damaged by fire or other casualty to such an extent as to render the same untenable, thereby precluding aircraft and passengers from using the Airport and Operator from conducting its fuels management and operations services and the same is incapable of being repaired in sixty (60) days all as determined by County, the County shall have the option of: (a) repairing and restoring the Fueling Facilities or the damaged facilities to usable condition with due diligence at its own cost and expense; the County will use its best efforts to provide Operator with suitable alternate facilities to continue its operation while repairs are being completed and shall cover such reasonable and necessary direct expenses of Operator for such relocation to said alternate facilities; or (b) within ninety (90) days after the time of such damage and before any contract for repair or reconstruction thereof has been signed, either party may give the other party notice in writing

of its intention to terminate this Agreement and, upon the receipt of such notice by the other party, this Agreement shall be terminated.

13.04 Damage Due to Operator's Negligence In the event the Fueling Facilities or any other Airport facility or part thereof shall be damaged or destroyed by fire or other casualty or otherwise due directly or indirectly to the willful act or negligence of the Operator or of its agents, employees, or contractors, Operator shall have no option to cancel this Agreement and to the extent that the cost of all repairs resulting from such action by Operator or of its agents, employees or contractors shall exceed the amount of any insurance proceeds payable to the County by reason of such damage or destruction, Operator shall pay the amount of such cost to the County.

13.05 Damage Liability No provision contained therein nor actions taken by County pursuant to Sections 13.01 - 13.04 above shall relieve Operator of any liability for damages resulting from the negligence of willful misconduct of Operator or any other entities for which it is liable under the indemnity provisions of this Agreement. The County reserves the right to pursue claims on account of said liability of Operator.

13.06 County's Right to Suspend or Reduce Operations In the event of any damage, by fire or other casualty to the Airport or any major Airport facility, or in the event of any substantial curtailment of air traffic into or out of the Airport or substantial reduction in movement of aircraft and passengers through the Airport, for any reason whatsoever, the Airports Director shall have the right to order a curtailment or suspension of fuels management and operations services by Operator under this Agreement and Operator shall immediately reduce staffing levels and otherwise reduce or suspend operations according to the instructions of the Airports Director for the period of such curtailment of operations. Operator's Compensation shall be equitably adjusted by County to reflect the reduction in the operations and fuel volumes at the Fueling Facilities and corresponding reduction of into-plane services.

ARTICLE XIV

ASSIGNMENT AND SUBCONTRACTING

14.01 Consent Required Neither the Operator's right to use the Fueling Facilities nor any of the rights, privileges or obligations granted hereunder may be subcontracted, either in whole or in part, nor shall Operator assign or transfer this Agreement or any right hereunder without the prior written consent of the County, nor shall it permit any transfer by operation of law of Operator's interest created hereby, without the prior written consent of the County. Consent by the County to any assignment or transfer of interest under this Agreement or subcontracting of Operator's rights or obligations to manage and operate the Fueling Facilities or the rights and privileges granted hereunder or any part of either shall be limited to the instance stated in such written consent and shall not constitute a release, waiver, or consent to any other assignment, transfer of interest, or subcontract, and notwithstanding any

such assignment, transfer of interest, or subcontract, Operator shall remain liable for the performance of Operator's obligations under this Agreement.

14.02 Request for Assignment Any and all requests by Operator seeking authorization under Section 14.01 shall be made in writing by certified mail to the Airports Director at County's address set forth in Section 18.06 of this Agreement.

14.03 Change of Control Any other provision of this Article XIV or any other provision of this Agreement notwithstanding, any transfer in control of Operator's entity structure, whether by action of Operator or by operation of law, shall likewise require approval and consent of County pursuant to Sections 14.01 and 14.02 hereof. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Operator's stock (if a corporation) during any 12-month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of Section 14.01 enabling County to exercise any and all rights of County under Section 16.02

ARTICLE XV

RIGHTS AND OBLIGATIONS OF THE COUNTY

15.01 Specific Rights The County retains for itself any and all rights and powers not especially granted to Operator; however, without limiting the generality of the foregoing, the County shall have the following specific rights:

- A. **Right of Entry and Inspection** County shall have the right to enter the Fueling Facilities at all times for the purpose of inspecting same, confirming Operator's compliance with the terms hereof, and of doing any and all things with reference to said Fueling Facilities which the County is obligated or authorized to do as set forth herein or is authorized to do as owner of the Fueling Facilities and operator of the Airport. The County, through its employees, agents, representatives, contractors, and furnishers of utilities and other services shall have the right for its own benefit or for the benefit of other tenants at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and services and to enter upon the Fueling Facilities at all reasonable times to make such repairs, replacements or alterations to such systems or services as the County may deem necessary or advisable, and, from time to time, to construct or install over, in or under the Fueling Facilities new systems or parts thereof, and to use the Fueling Facilities for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that the exercise of such right shall not unreasonably interfere with the use of the Fueling Facilities by the Operator, and that every reasonable effort shall be made to restore the Fueling Facilities to the condition existing prior to the exercise of such rights. Except in emergency, any maintenance work in, on, under or over the Fueling Facilities shall be coordinated with Operator's Site Operator or representative prior to being initiated.

- B. Rights During National Emergency The County reserves the right, during times of national emergency declared by the President of the United States, to sublease or otherwise make available for use the Airport or any part thereof to the United States Government if said Airport facilities are required for United States Government use. In the event such a sublease is executed or use is otherwise provided, the rights and privileges of this Agreement, insofar as they are inconsistent with the rights and privileges of the sublease with the United States Government, shall be temporarily suspended and abated.

ARTICLE XVI

TERMINATION, CANCELLATION, DEFAULT

Except as otherwise specifically provided for in this Agreement, the following provisions shall control termination of this Agreement by County.

16.01 Termination by County If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, immediately and without prior notice of default, terminate the Operator's rights of occupancy and use of the Fueling Facilities and other rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 18.06, which notice shall be deemed given and effective ten (10) days after mailing:

- A. Operator shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors; or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or of any State thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Operator under any chapter of the Code;
- B. By order or decree of a court, Operator shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Code or under any other law or statute of the United States or any State thereof and such order or decree shall not be stayed or vacated within thirty (30) days of its issuance;

- C. A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against Operator and shall not be dismissed or stayed within thirty (30) days after the filing thereof;
- D. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Operator and such possession or control shall continue in effect for a period of thirty (30) days;
- E. Operator shall become a corporation in dissolution;
- F. The rights of Operator at the Fueling Facilities or other interest of or rights of Operator hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Paragraphs A through E of this Section 16.01;
- G. Operator shall fail to maintain in effect the Contract Security required in the amount specified in Section 12.01 or the insurance required by Section 11.03 of this Agreement;
- H. The failure of Operator to comply with one or more obligations under this Agreement when required on three (3) separate occasions during any twelve (12) month consecutive period;
- I. Operator shall discontinue its operations at the Fueling Facilities or its fuels management and operations services (whether in whole or in part) at the Airport for any period of time.
- J. Operator shall have received more than one written notice from County in any one Contract Year specifying unsatisfactory service or operations under this Agreement.

16.02 Merged Corporation If Operator shall become a merged corporation in a merger or a constituent corporation in a consolidation which is prohibited pursuant to Sections 14.01 or 14.03, County may, at its option, terminate the rights of occupancy and use of the Fueling Facilities and other rights of Operator hereunder upon ten (10) days prior written notice of termination sent by registered or certified mail to Operator at its address set forth in Section 18.06 which notice shall be deemed given and effective ten (10) days after mailing.

16.03 Additional Events of Default If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, County may, at its option, terminate the rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 18.06 which notice shall be deemed given and effective when mailed:

- A. A lien shall be filed against the Fueling Facilities, any equipment therein, any of Operator's Equipment or any portion thereof because of any act or omission of Operator, and shall not be discharged within thirty (30) days after receipt of notice or other knowledge thereof by Operator, unless Operator shall within the aforesaid thirty (30) days after receipt of notice or other knowledge thereof by Operator furnish to County security in such form and as County's legal counsel shall prescribe to protect the interests of County; or
- B. Operator shall fail to keep, perform and observe any term, condition, provision, warranty or covenant of this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Operator by County; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to County's right to terminate this Agreement if corrective action is instituted by Operator within the applicable period and diligently pursued until the failure is remedied.

16.04 County's Rights Upon Default Notwithstanding any other provision in this Agreement, Operator agrees that upon any default in payment under this Agreement or upon the failure by Operator to comply with any other term, condition, provision, warranty or covenant hereof and Operator's failure in each case to cure such default or failure within any applicable grace period granted hereunder, County may:

- A. Terminate this Agreement without discharging any of Operator's obligations hereunder and exclude Operator from the Fueling Facilities and the Airport and hold Operator responsible for any and all additional costs incurred by County in obtaining a replacement Operator;
- B. From time to time, take whatever action at law or in equity appears necessary or desirable to collect any amounts payable, if any, by Operator hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Operator under this Agreement.
- C. It is understood and agreed that the rights and remedies set forth in this Section 16.04 shall be in addition to all other rights and remedies which are or may be available to County at law or in equity.

16.05 County's Rights Cumulative All the rights and remedies hereinbefore given to County shall be cumulative and concurrent, including but not limited to those provided for in Sections 16.04 Paragraphs A and B above. No termination of this Agreement or the taking or recovering Operator's possession, occupancy and use of the Fueling Facilities shall deprive County of any of County's rights or remedies or actions against Operator for any payments due hereunder or any other amount due or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for any of Operator's payments due County hereunder on breach of covenant, or the resort to any other right or remedy herein

provided for the recovery of any Operator's amounts due be construed as a waiver of the right to obtain possession of the Fueling Facilities.

16.06 Operator's Rights Upon County Default Operator's sole remedy for any County default under this Agreement shall be an action in contract for damages or an action seeking specific performance by County.

16.07 Change of Agreement Term Notwithstanding the provisions of this Article XVI hereof automatically, and immediately upon any occurrence of an event of default described in Sections 16.01 through 16.03 hereof, the term of this Agreement shall convert to month-to-month, commencing on the date of the automatic conversion, and in addition to its other rights under this Article XVI, either party shall have the right to terminate the Agreement upon thirty (30) days written notice from County to Operator, or from Operator to County. The conversion of the term of this Agreement pursuant to this Section 16.07 shall not discharge any of Operator's obligations hereunder nor affect any of County's other remedies set forth herein.

16.08 Removal of Operator's Property The personal property of Operator placed or installed at the Fueling Facilities or on the Airport by Operator, including, but not limited to, Operator's Equipment, trade fixtures and trade equipment, shall remain the property of Operator and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof at Operator's sole risk and expense. Any damage to the Fueling Facilities or the Airport or any portion thereof resulting from such removal shall be paid for by Operator. In the event of termination of this Agreement, Operator shall have thirty (30) days after such termination during which to remove such property. However, County shall have the right to assert such lien or liens against said property as County may by law be permitted.

If Operator's property is not removed as herein provided, County may, at its option, after written notice to Operator and at Operator's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in County's possession and after the expiration of thirty (30) days sell the same, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Operator to County, and any balance remaining shall be paid to Operator.

16.09 No Waiver by County A failure by County to take any action with respect to any default or violation by Operator of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of County to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by County of payment, if any, for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of County pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

16.10 **Agreement to Pay Attorneys' Fees and Expenses** When an event of default by Operator has occurred and County retains attorneys (or uses the services of County counsel) or incurs other costs and expenses for the collection of any payments due hereunder, or for the enforcement or performance or observance of any covenant or obligation or agreement on the part of Operator herein contained, and if County is successful in obtaining judgement against Operator, or in obtaining a settlement with Operator, Operator shall pay to County the fees and expenses of such attorneys and such other costs and expenses incurred by County in taking such action.

ARTICLE XVII

REQUIREMENTS UNDER FEDERAL AND STATE GRANTS AND COUNTY BOND PROVISIONS

17.01 **Federal and State Grants and Public Use** The parties acknowledge that the Airport is and will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958 and grant agreements between the County and the federal government and between the County and the State of Florida, containing assurances guaranteeing the public use of the Airport, so that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. The County reserves the right to further develop or improve, as it sees fit, the Fueling Facilities, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Operator and without interference or hindrance therefrom. This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America, including instrumentalities thereof, and between the County and the State of Florida, relative to the operation or maintenance for the Airport, the execution of which has been or may be required as a condition precedent to the receipt and expenditure of federal or state funds in developing the Airport.

17.02 **Reservation of Air Navigation Rights** County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including but not limited to Operator's assigned Fueling Facilities, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport. This reservation of air navigation rights is with respect to County's operations authorized under its Joint Use Agreement with the United States of America.

17.03 **Rules and Regulations - Law Compliance** Operator covenants and agrees to observe and comply with, and this Agreement shall be subject to, all requirements of the constituted public authorities, all federal, state and local statutes, laws, ordinances, rules, regulations and standards now and hereafter in force, which may be applicable to its conduct of its fuels management and operations services and the operation of its business at the Airport, including, but not limited to, such Rules and Regulations as may be adopted by the County or its Airports Director and, without in any manner limiting the generality of the foregoing,

applicable rules and regulations of governmental units pertaining to the use or employment of socially and economically disadvantaged individuals, laws, rules and regulations pertaining to minorities, and laws, rules and regulations pertaining to handicapped persons insofar as they may be applicable to Operator. Operator specifically covenants and agrees that Operator shall be solely and exclusively responsible, at Operator's cost and expense, for compliance with the Americans with Disabilities Act and all implementing guidelines and regulations as it applies to Operator's operations except with respect to site specific facility requirements at the Fueling Facilities.

17.04 Non-Discrimination To the extent that the following provisions are applicable to Operator's use of the Fueling Facilities, operations and activities at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with said provisions:

- A. Operator agrees that in its management and operation of the Fueling Facilities and provision of fuels management and operations services at the Airport, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the Operator or the public at the Airport.
- B. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the use of the Fueling Facilities and the land thereunder, that in the event facilities are constructed, maintained or otherwise operated on the property and facilities described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Fueling Facilities and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Section 16.03 of this Agreement.

- C. Operator, for itself, its successors in interest and assigns, as a part of the consideration therefor, does hereby covenant and agree, as a covenant running with the Fueling Facilities and the land thereunder, that:
 - 1. No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. In the construction of any improvements on, over, or under such land, the Fueling Facilities, and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
3. Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Fueling Facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, 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.

In the event of the breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Fueling Facilities, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, County shall follow the notice and termination provisions contained in Section 16.03 of this Agreement.

- D. Operator assures County that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by said Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of Federal Regulations, Subpart E, to the same effect. Operator assures that it shall furnish to the United States government or County, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

17.05 Accessibility of Physically Handicapped To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Fueling Facilities, or any part thereof, and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Fueling Facilities or the Airport or any part thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National

Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSL A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

17.06 Disadvantaged Business Enterprise Program In the event that Operator is not certified by County as a Disadvantaged Business Enterprise, Operator shall, to the extent possible, use or obtain the services, goods and products from Disadvantaged Business Enterprises (DBEs) as defined in 40 CFR Part 23, and as certified by County or by the Florida Department of Transportation acting on behalf of County, in the conduct of its business and operations at the Airport to enable County to achieve its DBE goals. Operator agrees that for each year during this Agreement, Operator will make a good faith effort to purchase services, goods and products from DBEs and report the total amount so expended, as aforesaid, to the County at the completion of each Contract Year.

17.07 DBE Assurance Operator shall comply with the following assurances required by Title 49, Part 23 of the Department of Transportation Regulations ("49 CFR Part 23") to the extent that this Agreement is subject to 49 CFR Part 23.

- A. If this Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- B. Operator agrees to include the above statements in any subsequent contract or concession agreement covered by 40 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

17.08 County Bonds Provisions Operator shall comply with the following provisions related to the issuance of bonds by County:

- A. This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to any lien, covenants (including the rate covenants), and provisions of the pledge, transfer, hypothecation, or assignment made or hereafter made by County in any trust indenture, ordinance or resolution under which bonds are issued for the Airport or the Airport System, including any amendments and supplements thereto. County and Operator agree that to the extent granted or required by any trust indenture or law, the holders of the bonds or their designated representatives shall have the right to exercise any and all rights of County hereunder.
- B. Operator understands that County has issued and subsequently may be the issuer of additional bonds during the term of this Agreement, including but not limited to bonds to finance the construction of portions of the Fueling Facilities. With respect to bonds that have been issued or may be issued in the future, the interest on which is intended

to be excludable from gross income from the holders of such bonds for Federal income tax purposes under the Internal Revenue Code of 1986, Operator agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Fueling Facilities, if the act or failure to act may cause County to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Operator take, or persist in, any action or omission which may cause the interest on the tax-exempt bonds either (1) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (2) to become subject to the alternative minimum tax (AMT) for Federal income tax purposes if such bonds were not originally subject to said tax.

- C. Operator agrees that in connection with any issuance of bonds by County, upon reasonable advance written request, Operator will deliver to County a statement in writing certifying:
1. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
 2. that County is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
 3. such further matters as may be reasonably requested by County, it being intended that any such statement may be relied upon by the parties involved in such issuance of bonds.
- D. Operator agrees that upon the request of County, Operator will provide to County such information with respect to Operator as County deems reasonably necessary in order for County to comply with the requirements of Rule 15c2-12, as amended (the "Rule"), under the Securities Exchange Act of 1934, as amended (the "Act"). Operator agrees that, if at any time while bonds remain outstanding, Operator is no longer complying with the reporting requirements under the Act and if Operator is an "obligated person" as defined in the Rule, Operator will provide to County such information with respect to Operator as is necessary in order to comply with the Rule.

ARTICLE XVIII

GENERAL PROVISIONS

- 18.01 **Quiet Enjoyment** To the extent of its authority to provide the same under the United States Air Force ("USAF") Lease and Joint Use Agreement between the United States of America and the County, and to the extent permitted under the USAF Lease and the Joint Use Agreement, County covenants that, if Operator shall perform all obligations and make all

payments as provided herein, Operator shall peaceably have and enjoy possession and use of the Fueling Facilities and all the rights, licenses, privileges, appurtenances, and facilities granted herein; provided, however, that the foregoing covenants shall be binding on County only so long as it is the Operator of the Airport and has the authority to make this covenant under the foregoing agreements. The foregoing provisions shall in no way imply that this Agreement in any way constitutes leasing the Fueling Facilities to Operator.

18.02 Surrender Operator covenants and agrees to yield and deliver peaceably to County possession and use of the Fueling Facilities on the date of the cessation of the term hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in the condition provided by the County.

18.03 Force Majeure

A. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of County or Operator hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of County or Operator to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Operator's obligations to tender any payments to County required under this Agreement.

B. County shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, County or municipal government having jurisdiction. County shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Airport and Operator shall fully cooperate with County in these efforts.

18.04 No Co-Partnership or Agency It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties hereto, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever.

18.05 No Personal Liability No past, present or future officer, member, official, director, agent or employee of either party or the United States of America shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

18.06 Notices Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to County and Operator at the following addresses:

For Operator:

For County: Attn: Airports Director
Northwest Florida Regional Airport
1701 Highway 85 North
Eglin AFB, FL 32542

or to such other person or address as either County or Operator may from time to time designate by notice to the other in accordance with this section.

18.07 Entire Agreement This Agreement, including its attached exhibits, attachments and endorsements, if any, embodies the entire agreement between County and Operator relating to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, express or implied between County and Operator relating thereto. This Agreement, including its attached exhibits, attachments and endorsements, if any, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.

18.08 No Third Party Beneficiaries Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof, excepting solely the United States of America so long as it is the owner of Airport property or a person to whom this Agreement is sublet, transferred or assigned as herein provided. Except as may otherwise be provided in Section 11.03 of Article XI hereof, the foregoing provision shall not apply to insurance subrogation rights vested or arising in third parties resulting from insurance policies related to this Agreement.

18.09 Construction of Agreement Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

18.10 Severability If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the State of Florida or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in

contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.

- 18.11 Sealed Agreement** The parties hereto acknowledge, represent, state and warrant that they have signed and executed this Agreement under seal, that they have adopted their respective seals as affixed to this Agreement, and that they are executing this Agreement with the intent that it shall be a sealed instrument.
- 18.12 Survival of Warranties** All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.
- 18.13 Operator is Independent Contractor** It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and County shall be in no way responsible for Operator's acts or omissions.
- 18.14 Successor and Assigns Bound by Covenant** Subject to the limitations on Operator's rights under Article XIV of this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns including successors-in-interest by merger and consolidation of the respective parties hereto.
- 18.15 Time of Essence** For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.
- 18.16 Consents and Approvals** If any consent, approval, determination, judgment or concurrence is required of Operator or County or the Airports Director hereunder, such consent, approval, determination, judgment or concurrence will not be unreasonably withheld, delayed or denied.
- 18.17 Agreement Subject to USAF Agreements** This Agreement shall at all times be subject to the terms, conditions, limitations and restrictions included in the Lease and the Joint Use Agreement ("USAF Agreements") by and between County and the United States of America, including but not limited to the following:
- A. This Agreement, the term thereof, and all Operators' rights thereunder, are subject to all terms, conditions and limitations of the USAF Lease (under which County has constructed facilities and operates the Airport on land leased from the United States of America) and the Joint Use Agreement (under which the County shares the joint use of the flying facilities of Eglin Air Force Base), as they now exist or as they may be hereafter amended, modified, renewed or restated. These terms, conditions and limitations include but are not limited to the United States of America's rights to suspend and terminate said agreements.
 - B. Operator acknowledges that it is aware of and has been afforded an opportunity to review said USAF Agreements, including all terms, conditions and limitations thereof,

including those under which Operator's rights, as they now exist or as they may be hereafter amended, to operate the Fueling Facilities and provide fuels management and operations services at the Airport may be impacted, suspended or terminated.

- 18.18 **Situs and Service of Process** Operator agrees all actions or proceedings arising directly or indirectly from this Agreement shall be governed by the laws of the State of Florida and shall be litigated only in Okaloosa County Circuit Court or the United States District Court and Operator hereby consents to the jurisdiction of such courts.
- 18.19 **Operator's Dealings with County** Whenever in this Agreement, the Operator is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the County, the Operator shall deal with the County's authorized representative; and unless or until the County shall give Operator written notice to the contrary, the County's authorized representative shall be the Airports Director.
- 18.20 **Construction of Agreement** Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.
- 18.21 **Invalid Provisions** It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the County or Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of the Agreement.
- 18.22 **Waiver of Claim** Operator hereby waives any claim against the County and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.
- 18.23 **No Warranties or Inducements** By executing this Agreement, Operator acknowledges that the County does not warrant the validity of any information that may have been furnished to Operator concerning the volume of aircraft or passengers who have traveled through the Airport in the past or historical maintenance and operation costs of the Fueling Facilities, and that County has not intended to provide or warrant any forecast of future aircraft activity, passenger volumes, or maintenance and operations costs for the Fueling Facilities; that such information as the County has furnished with respect to these and other matters has been intended merely as one source of information available for consideration by Operator which Operator has been encouraged to verify through its own investigation; that in its proposal and negotiations, Operator has relied upon its own resources as to all of these matters; and that it has not relied upon any inducements representations or forecasts of the County.

- 18.24 Interpretation** This Agreement and every question arising under it shall be construed according to its fair meaning in accordance with the Laws of the State of Florida. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights enjoyed by the County in the Airport property or in any manner waiving or limiting its control over the operation or maintenance of Airport property or in derogation of such governmental rights as the County possesses, except as is specifically provided for herein.
- 18.25 Incorporation of Exhibits, Attachments and Endorsements** All "Exhibits", " Attachments" and "Endorsements" referred to herein, or provisions of other agreements or documents, which may, from time to time, be referred to herein or in any duly executed amendment hereto are (and with respect to future amendment, shall be) by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein. Exhibits, Attachments and Endorsements attached hereto represent said documents of the County as of the initial date of this Agreement. The County reserves the right to make changes in said documents from time to time or anytime as it in its sole determination may find appropriate, except that changes that may affect Operator's rights and obligations or Operator's Compensation shall require Operator's written consent as specified in Section 1.03 hereof.
- 18.26 Headings** The article, section and paragraph headings of this Agreement 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 provisions of this Agreement.
- 18.27 Severability** If one or more articles, sections, paragraphs, clauses, or provisions of the Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.
- 18.28 Entire Agreement** This Agreement, including the attached Exhibits, Attachments and Endorsement, including those incorporated herein by reference, embodies the entire agreement between County and Operator relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between County and Operator relating thereto. This Agreement, including the attached Exhibits, Attachments and Endorsements may not be changed, modified, discharged or extended except by written amendment duly executed by the parties or as authorized in Section 1.03 hereof. This Agreement shall be amended if mandated or required by any present or future federal, state or local law, ordinance, rule, regulation, order or directive, or by any federal or state agency or department, or if necessary to bring this Agreement into compliance with any such law, ordinance, rule, regulation, order or directive.

IN WITNESS WHEREOF, the County has caused this instrument to be signed in its name by its Chairman, attested by its Secretary, and its seal to be hereunto affixed, effective on the day and year first above written.

OPERATOR

By: SR.
Jonathan Dunn
Title: President/Owner

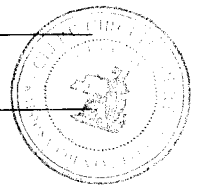
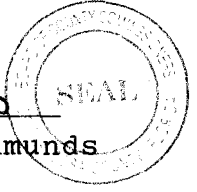
Date: September 6, 2011
Attest: Crystal Bowles
CRYSTAL BOWLES, CFO

Approved for Legal Form
By: [Signature]
County Attorney
Okaloosa County, Florida

OKALOOSA COUNTY

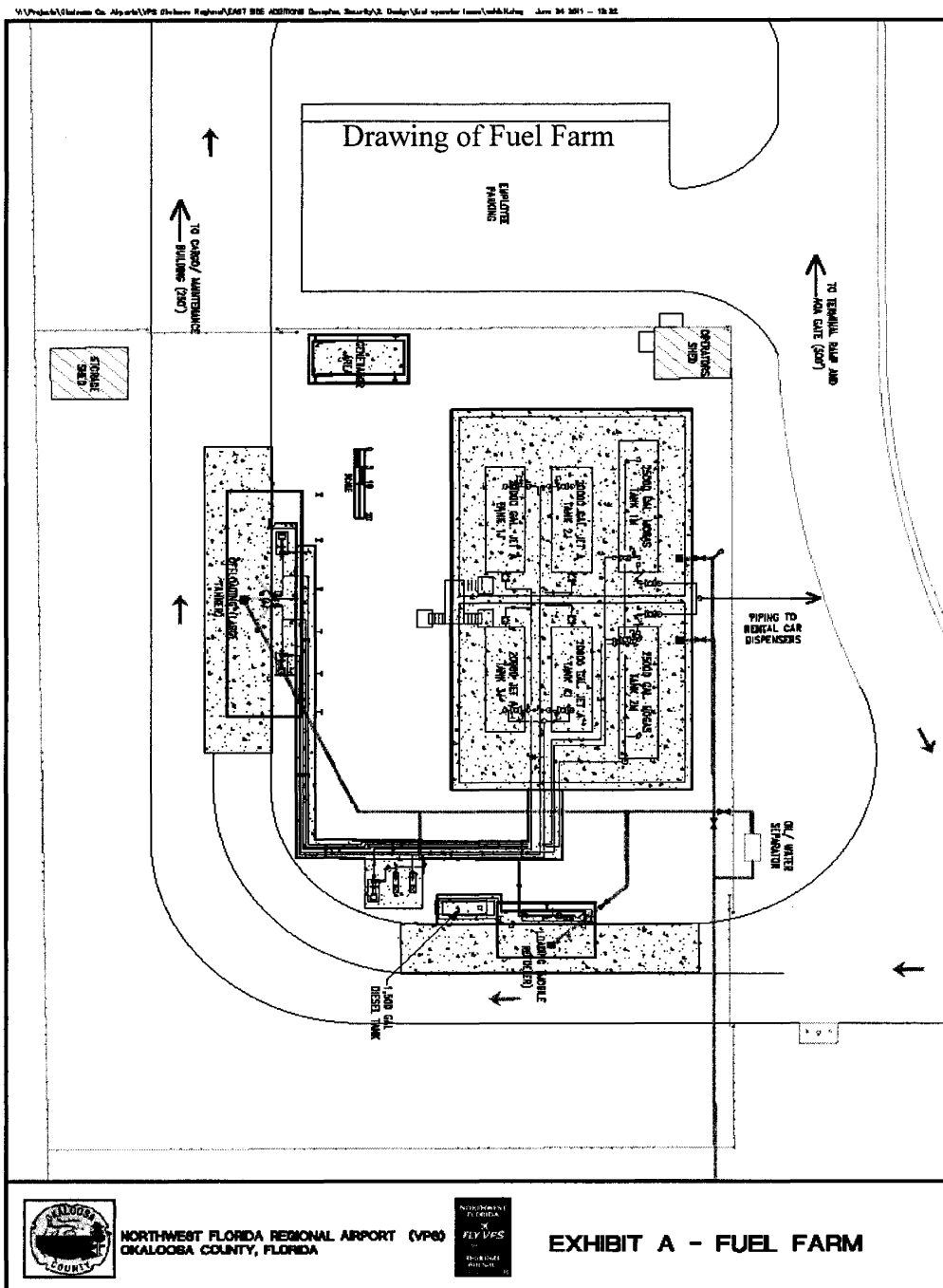
By: Don R. Amunds
~~James F. Campbell~~ Don R. Amunds
Title: Chairman

Date: Feb. 7, 2012
Attest: Gary J. Stanford
Gary J. Stanford, Deputy Clerk
Clerk of Courts



**EXHIBIT A
PREMISES AND FACILITIES PLAN**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**



**EXHIBIT B
COMPENSATION/PAYMENT SCHEDULE**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

County reserves the right to modify, amend and supplement this attachment upon written notice to the operator.

The maximum fee per gallon for Jet Fuel Service for the first Contract Year as agreed to by Okaloosa County shall be \$0.18 per gallon per Section 5.01. This maximum fee includes the \$0.02 per gallon recovery for the fuel flowage fee operator is required to pay the County.

The maximum fee per gallon for Ground Fuel Services during the first Contract Year agreed to by Okaloosa County shall be \$0.18 per gallon per Section 5.02.

**EXHIBIT C
OPERATOR'S EQUIPMENT SCHEDULE**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

Refueler: Make/Model: 2006 International 3000 gal. Jet (AG5187)
Lease Value: \$98,000

VIN: 1HTMPAFN76H170262

Refueler: Make/Model: 2005 International 3000 gal. Jet (AG5180)
Lease Value: \$92,800

VIN: 1HTMPAFN05H697574



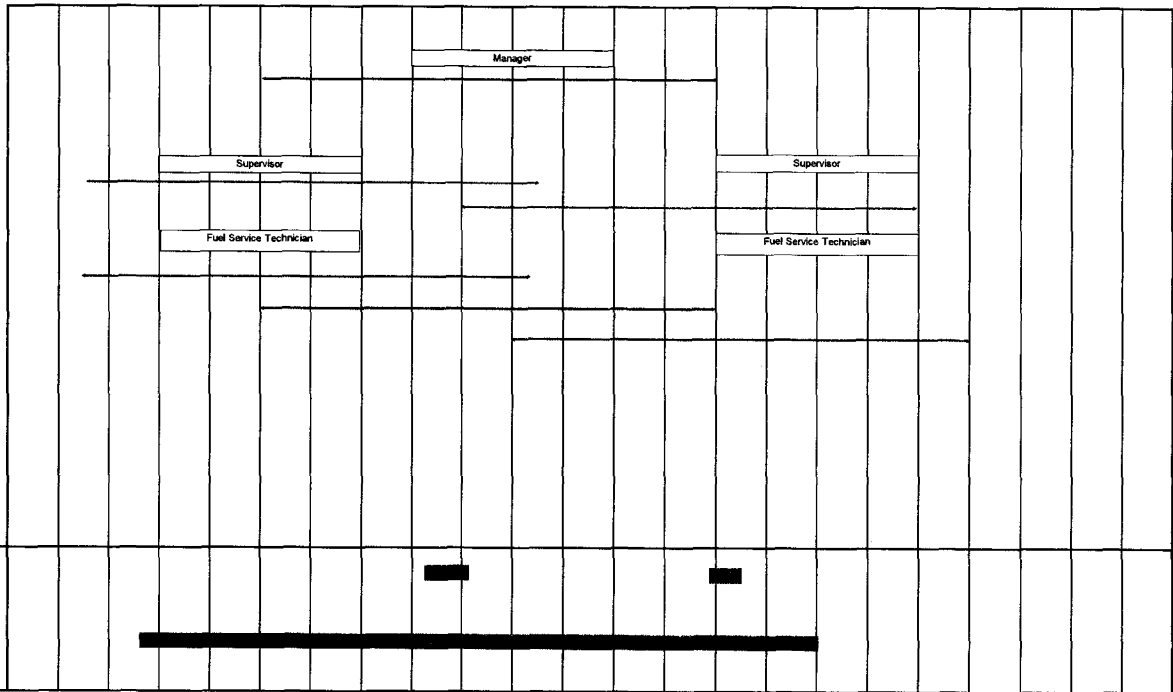


**EXHIBIT D
MANNING SCHEDULE**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

**MANPOWER UTILIZATION CHART - VPS
SUNDAY - SATURDAY SCHEDULE - 10/1/2011**

03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 00 01 02



Coverage/Fleet Legend

STAFFING
 Red = Part-Time Fuel Service Tech
 Blue = Full-Time Fuel Service Tech
 Green = Manager/Supervisor

Airline activity
 [Black Box] Regional Jet
 [Black Box] Mainline Jet

headcount calculator			
5 day wk	# lines	factor	# req
Fuel Tech	4	1.4	5.6
Supv	1	1.4	1.4
		1.4	0.0
		1.4	0.0
total	5	1.4	7.0
4 day wk			
125	0	1.75	0.0
120	0	1.75	0.0
123	0	1.75	0.0
122	0	1.75	0.0
total	0	1.75	0.0
headcount calculator			

**EXHIBIT E
FINANCIAL RECORDS AND ACTIVITY REPORTS**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

**EMERALD COAST AVIATION
FUEL INTO-PLANE ACTIVITY AND REVENUE BY AIRLINE
CONTRACT YEAR 2011-12**

	American Eagle		Delta		ASA		Pinnacle		Continental		US Airways		Vision Air		Other		Total
	Gallons	Revenue	Gallons	Revenue	Gallons	Revenue	Gallons	Revenue	Gallons	Revenue	Gallons	Revenue	Gallons	Revenue	Gallons	Revenue	
Oct-11																	
Nov-11																	
Dec-11																	
Jan-12																	
Feb-12																	
Mar-12																	
Apr-12																	
May-12																	
Jun-12																	
Jul-12																	
Aug-12																	
Sep-12																	

Note: Revenue shall include that part of the into-plane fee imposed to cover the fuel flowage fee paid to the County.

**EXHIBIT E
FINANCIAL RECORDS AND ACTIVITY REPORTS**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

**EMERALD COAST AVIATION
INCOME STATEMENT
FOR THE MONTH ENDED _____, 20__**

			Year-To-Date		
	Actual	Budget	Actual	Budget	Variance
Revenue					
Jet Fuel Into-Plane Fees					
Ground Fuel Fees					
Other Revenue:					
Total Revenue					
Operating Personnel Costs					
Wages and Benefits - Into-Plane					
Wages and Benefits - Other					
Other Personnel Expenses					
Administrative Salaries and Benefits					
Uniforms and Supplies					
Workers' Compensation Insurance					
Total Personnel Expenses					
Facilities Expenses					
Repairs					
Materials and Supplies					
Fuel - Operator's Equipment					
Property and Casualty Insurance					
Pollution Liability Insurance					
Communications					
Utilities					
Depreciation Expense Equipment					
Total Facilities Expenses					
Other Site Expenses					
County Fuel Flowage Fees					
Allowed Corporate Expenses					
Total Expenses					
Income Before Federal Income Taxes					

Into-Plane fees include authorized County flowage Fees

MODIFICATIONS TO THIS SUGGESTED FORM MUST BE APPROVED IN ADVANCE BY THE COUTY.

**EXHIBIT E
ACTIVITY AND FINANCIAL REPORTS**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

County reserves the right to modify, amend and supplement this exhibit upon written notice to the operator.

Operator and County shall develop such additional report formats as required by Section 6.03 A or any other section of this Agreement to provide information such as monthly jet fuel and ground fuels received and dispensed. In addition, operator shall provide the "Annual Pro-Forma Budget" projecting data required by Section 6.03 A.5.

Such forms shall be sequentially attached to this exhibit and become incorporated as part of this agreement.

**ATTACHMENT A
FUELING FACILITIES**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

I. Premises/Facilities

A. Premises

Operator will be provided the right to use the following premises and facilities at the Airport for the period of the Agreement, said areas and facilities, collectively hereinafter referred to as the "Premises". The Premises consist of approximately 60,000 square feet of land generally shown and described on the drawing attached hereto as Exhibit A, the "Fueling Facilities", including the Airport's recently constructed Fuel Farm.

B. Fueling Facilities Fueling Facilities contain the following facilities, structures

and equipment:

1. Miscellaneous Structures: The Fuel Operators "Shed" (307 s.f.) and a portable storage shed. Office space of approximately 2,000 square feet is provided within the cargo/maintenance building for use by the Operator for administrative functions.
2. Access Roads: Access roads to and from the Fuel Farm and to and from the Fuel Farm to the Airport are comprised of pavement designed for heavy truck traffic loads. Drive surfaces are asphalt, except where loading and off loading is required. In these areas a concrete drive surface is provided with a high density polyethylene containment liner under the concrete. Traffic patterns allow for one-way flow with adequate lane widths for bypass. Access is controlled by automatic gates and card readers. Parking is provided within the facility, outside the fenced-in area (9 spaces), and adjacent to the Cargo/Maintenance building.
3. Fuel Farm Facility: The Fuel Farm Facility centralizes fuel storage for Jet Fuel (aviation fuel) and Ground Fuel (rental car and other automotive fuel and diesel fuel).

Jet Fuel System

4 20,000-gallon tanks (80,000 gallons of jet fuel storage)

All tanks are built to UL 142 standards to be placed on saddles within a sealed containment area.

A catwalk over the tanks allows access for gauging and maintenance.

Facility provides the ability to receive a delivery concurrent with loading a refueler truck.

The flow rates for offloading and loading are sufficient to offload an 8,000 gallon delivery in less than 30 minutes.

Jet fuel handling system filters the product into the tanks and out of the tanks to maintain optimum product quality. Filter systems are located in an area to provide ease of maintenance.

Tanks, pumps and truck loading areas are all to be provided with spill containment in accordance with NFPA fire codes and Florida storage tank regulations.

Emergency shutoff buttons are provided for each loading or off loading operation.

Tanks are provided with overfill alarms (audible and visual) to indicate high liquid level inside the tank.

The pump and piping system are designed to allow a tank to be isolated and drained into the other tanks to provide access for maintenance, cleaning and repair.

Fuel inventory and levels are monitored by computer software within the Operators shed.

Pump System

There are two pumps located at the tank area (one per tank), each with the capacity to pump fuel to the islands. Two pumps provide for redundancy in the system to minimize possible loss of service.

Fuel rates at each dispenser at full load will be at least 10 gallons per minute capacity.

The underground piping is approved by Florida DEP and provides secondary containment of the entire length of underground pipe. The containment pipe drains into the sumps located at the tanks and at the dispensers.

The system as presented is designed for visual monitoring of the secondary containment system.

Ground Fuel (MoGas) System

2 - 25,000 gallon tanks (50,000 gallons) of regular unleaded gasoline.

Same containment area as the four jet fuel tanks.

Fuel to be received at the same off loading area as the jet fuel with the ability to off load an 8,000 gallon delivery tank in less than 30 minutes.

Off loading system to include Stage I vapor recovery system.

Fuel is dispensed at five islands located in the rental car area. Each island is equipped with a two hose dispenser each metered independently.

Continuous meters in each dispenser allow monitoring of the amount of fuel dispensed at each island.

Diesel Tank

There is one 1,500 gallon diesel double-walled tank within the fenced area of the fuel farm.

- The diesel tank is independent of the other tanks in the facility and stored fuel which will be used by the Airport, airlines, and other authorized individuals.

C. OTHER FACILITY INFORMATION

1. The tank farm is contained by a cast-in-place concrete wall approximately 1'6" high and a high density polyethylene liner inside the wall. The liner is sealed to all foundations penetrating the floor.
2. The tank area is secured with a perimeter fence and automatic sliding gates.
3. Site drainage is directed through an oil water separator located just outside the fence area draining to a pond area east of the fuel farm. Stormwater in containment areas for tanks and truck areas drain through ductile iron pipes upon manual opening of post indicator valves.
4. Located near the exit of the fuel farm is a distribution panel board. Behind the distribution panel board is a standby 80KW, 208/120V, 3PH, and diesel engine generator. The generator runs all of the components within the fuel farm (pumps, lights, gates, automatic tank gauge, and electronic leak detection).
5. A scullery system for safe loading and offloading of fuel exists.
6. Water through hose bibs are easily accessible for operator use. Eye wash stations are located at loading/offloading areas.
7. Future steel canopies will provide shade and shelter from the elements at the loading and offloading areas. A roof will also be provided at the generator/electrical panel to keep the area dry.
8. County reserves the right to modify, amend and supplement this attachment upon written notice to the operator.

**ATTACHMENT B
SCOPE OF SERVICE**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

County reserves the right to modify, amend and supplement this attachment upon written notice to operator

The Operator will provide fuels management and operations services to support the County in its on-going efforts to purchase (where applicable) receive and account for, store and dispense Jet Fuel and Ground Fuel to authorized fuel users at the Airport and to maintain and operate storage, dispensing and related fueling equipment at the Airport. Services shall include the following:

1. All management, operations, maintenance and repairs required for the Fueling Facilities including facilities and equipment for Jet Fuel and Ground Fuel.
2. The receipt, storage, safekeeping, testing and dispensing of all Jet Fuels, including the record keeping necessary to document receipt and dispensing of said Jet Fuels.
3. The receipt, storage, testing, accounting for inventory and dispensing of all Ground Fuels (automotive and diesel fuels). County will be responsible for recording and billing the dispensing of all Ground Fuels.
4. Providing into-plane Jet Fuel service for authorized air carrier aircraft using the Airport. This obligation shall include the requirement of providing all equipment necessary to test, transport and deliver said fuel into-plane.
5. Provide all mobile and dispensing equipment needed to promptly meet the intoplane fueling service needs of the air carriers serving the Airport.
6. Provide all personnel and all necessary training to said personnel in fueling operations, safety, ramp operations, driving, and fuels testing necessary for the prompt, safe and efficient provision of Jet Fuel and Ground Fuels services, including into-plane fuel services for the air carriers.
7. Provide all management and maintenance, operator service, record keeping and testing to comply with all Federal and State environmental laws, rules and regulations with respect to the dispensing and storage of fuels.
8. Maintain manuals, records and testing procedures as necessary to properly document the condition, maintenance and repair of the Fueling Facilities and the proposer-operator's equipment, conduct emergency testing and tests of fire suppression equipment and procedures, all as required by manufacturer's specifications and requirements of Federal Law and the laws of the State of Florida and all regulations promulgated pursuant to said laws.

ATTACHMENT C
MAINTENANCE OBLIGATIONS

OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES

Operator shall, no later than April 1, 2012 prepare and submit to County a detailed schedule of maintenance/repairs to be performed pursuant to this Attachment C. Said schedule shall be subject to County's written approval.

County reserves the right to modify, amend and supplement this attachment upon written notice to the Operator.

The Operator is responsible for providing all maintenance in support of the fuel farm and fuel dispensing/acceptance systems to include prompt repairs and routine preventative maintenance. This includes replacement of all filters and seals as recommended by the manufacturer. Any routine parts inventory that can be maintained at the site to facilitate repairs should be done so within storage limitations.

Repairs and associated maintenance activities should be scheduled such that there is no impact on operations. Proactive inspections of all equipment should be made at a frequency level as to prevent minor repairs from becoming major.

**ATTACHMENT D
EXCEPTIONS**

**OKALOOSA COUNTY, FLORIDA
NORTHWEST FLORIDA REGIONAL AIRPORT
FUELS MANAGEMENT AND OPERATIONS SERVICES**

The following are Operator's only exceptions relative to the Premises and Fuel Facilities pursuant to Section 2.05 of the Agreement.

The scully system on the off-load area of the farm is INOP.

The tanks have water that collects near the seams or welds inside the tank. Normal low point sumping is not always effective due to the trapped water.

The panel box breaker on the load side will trip and needs to be reset at times.