

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/02/2021

Contract/Lease Control #: C08-1664-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2021

Expiration Date: 09/30/2022

Description of: L-3 COMMUNICATIONS VERTEX AEROSPACE, LLC LEASE AT THE BOB SIKES AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: BCC RECORDS

C08-1664-AP

received
7-9-2021

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

6/29/2022 DATE (MM/DD/YYYY) 6/24/2021

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

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

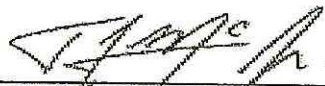
PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE Property & Casualty Insurance Co	NAIC # 20699
	INSURER B: *** SEE ATTACHMENT ***	
	INSURER C: Westchester Fire Insurance Company	10030
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17487712 REVISION NUMBER: XXXXXXXX
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	AAPN10746152003	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ 100,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	See Attached	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073003	6/29/2021	6/29/2022	Liability: \$100,000,000 on occ. Hull: See Values Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sched To the extent required but solely with respect to the AIS East Side Ground Lease Agreement execute Named Insured & Certificate Holder, subject to policy terms, conditions, limitations & exclusions. If an Additional Insured, but only as respects the operations of the Named Insured. This insurance sha If the policy is cancelled or there is a material change to the policy, a 30 day notice will be provided.

CONTRACT#: C08-1664-AP
 VERTEX AIRCRAFT INTEGRATION & SUSTAINMENT LLC
 L-3 COMMUNICATIONS VERTEX AEROSPACE LLC LEASE
 AT THE BOB SIKES AIRPORT
 EXPIRES: 09/30/2022

CERTIFICATE HOLDER	CANCELLATION See Attachment
17487712 Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB FL 32542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)

<u>Insurer</u>	<u>Policy No.</u>
Starr Indemnity & Liability Company 399 Park Avenue New York, NY 10022 Share: 50% NAIC #38318	1000189176-02
Swiss RE International SE, UK Branch Kansas City, MO 64105 Share: 25%	AVNLS2102186
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596 Share: 25% NAIC #39217	100039077

Schedule of Insured Aircraft:

<u>F.A.A. Number</u>	<u>Total Seats Incl Crew</u>	<u>Hull Limit</u>
N10FN Lear 36	6	\$1,327,800
N12FN Lear 36	6	\$1,327,800
N16FN Lear 36A	6	\$1,152,400
N26FN Lear 36	6	\$1,152,400
N39FN Lear 35	6	\$1,152,450
N50FN Lear 35A	6	\$1,152,450
N51FN Lear 35A	6	\$1,152,450
N52FN Lear 35A	6	\$1,000,535
N83FN Lear 36	6	\$1,152,450
N84FN Lear 36	6	\$1,152,450
N53N Lear 35A	6	\$1,152,450
N18FN Lear 36A	6	\$2,336,698

received
7-9-2021

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

6/29/2022 DATE (MM/DD/YYYY) 6/24/2021

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE Property & Casualty Insurance Co	NAIC # 20699
	INSURER B : *** SEE ATTACHMENT ***	
	INSURER C : Westchester Fire Insurance Company	10030
	INSURER D :	
	INSURER E :	
	INSURER F :	

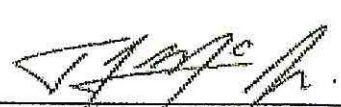
INSURED 1464921 Vertex Aerospace, LLC, Crestview Aerospace LLC, Aero Structure Holdco Corp. and Impresa Aerospace Acqulstion Corporation
555 Industrial Drive South
Madison, MS 39110

COVERAGES CERTIFICATE NUMBER: 17487697 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	ISUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AAPN10746152003	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ 100,000,000 \$
	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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER EL. EACH ACCIDENT \$ XXXXXXXX EL. DISEASE - EA EMPLOYEE \$ XXXXXXXX EL. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073003	6/29/2021	6/29/2022	Liability: \$100,000,000 ea occ. Hull: See Values Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 To the extent required but solely with respect to the Hangar and Apron Agreement executed 3/31/21 for real property at the Bob Sikes Airport (CEW) between the Named Insured & Certificate Holder, subject to policy terms, conditions, limitations & exclusions, the following shall apply: Okaloosa County Airports Authority is included as an Additional Insured, but only as respects the operations of the Named Insured. This insurance shall be considered primary and non-contributory with Waiver of Subrogation. If the policy is cancelled or there is a material change to the policy, a 30 day notice will be provided. 10 days notice will be provided in the event of non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION See Attachment
17487697 Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB FL 32542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)

<u>Insurer</u>	<u>Policy No.</u>
Starr Indemnity & Liability Company 399 Park Avenue New York, NY 10022 Share: 50% NAIC #38318	1000189176-02
Swiss RE International SE, UK Branch Kansas City, MO 64105 Share: 25%	AVNLS2102186
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596 Share: 25% NAIC #39217	100039077

Schedule of Insured Aircraft:

<u>F.A.A. Number</u>	<u>Total Seats Incl Crew</u>	<u>Hull Limit</u>
N10FN Lear 36	6	\$1,327,800
N12FN Lear 36	6	\$1,327,800
N16FN Lear 36A	6	\$1,152,400
N26FN Lear 36	6	\$1,152,400
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N52FN Lear 35A	6	\$1,000,535
N83FN Lear 36	6	\$1,152,450
N84FN Lear 36	6	\$1,152,450
N53N Lear 35A	6	\$1,152,450
N18FN Lear 36A	6	\$2,336,698

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PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE Property & Casualty Insurance Co		20699
INSURER B : *** SEE ATTACHMENT ***		
INSURER C : Westchester Fire Insurance Company		10030
INSURER D :		
INSURER E :		
INSURER F :		

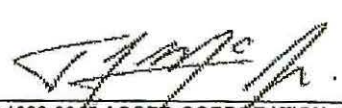
INSURED 1464921 Vertex Aerospace, LLC and Vertex Aircraft Integration and Sustainment, LLC
555 Industrial Drive South
Madison, MS 39110

COVERAGES CERTIFICATE NUMBER: 17465617 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPN10746152003	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ 100,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2021	6/29/2022	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073003	6/29/2021	6/29/2022	Liability: \$100,000,000 on occ. Hull: See Values Attached

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

CERTIFICATE HOLDER	CANCELLATION See Attachment
17465617 Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB FL 32542-1498	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)

Insurer

Policy No.

Starr Indemnity & Liability Company
 399 Park Avenue
 New York, NY 10022
 Share: 50%
 NAIC #38318

1000189176-02

Swiss RE International
 SE, UK Branch
 Kansas City, MO 64105
 Share: 25%

AVNLS2102186

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

100039077

Schedule of Insured Aircraft:

<u>F.A.A. Number</u>	<u>Total</u>	
	<u>Seats</u>	<u>Hull Limit</u>
	<u>Incl Crew</u>	
N10FN Lear 36	6	\$1,327,800
N12FN Lear 36	6	\$1,327,800
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N26FN Lear 36	6	\$1,152,400
N39FN Lear 35	6	\$1,152,450
N50FN Lear 35A	6	\$1,152,450
N51FN Lear 35A	6	\$1,152,450
N52FN Lear 35A	6	\$1,000,535
N83FN Lear 36	6	\$1,152,450
N84FN Lear 36	6	\$1,152,450
N53N Lear 35A	6	\$1,152,450
N18FN Lear 36A	6	\$2,336,698

CONSENT TO ASSIGNMENT OF CONTRACT C08-1664-AP
CRESTVIEW AEROSPACE, LLC C/O VERTEX AEROSPACE, LLC CONTRACT AT THE
BOB SIKES AIRPORT (CEW)

This Consent to Assignment of Contract, made and entered into this 1st day of June, 2021, hereby approves of the assignment between Crestview Aerospace, LLC c/o Vertex Aerospace, LLC (“Licensee”) and Vertex Aircraft Integration and Sustainment, LLC, (“Assignee”).

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C08-1664-AP, for Airport Access and License Agreement on October 1, 2007 at the Bob Sikes Airport with a current expiration of September 30, 2022; and

WHEREAS, Licensee requests to assign the Contract from Licensee to Assignee.

WHEREAS, in accordance with Section 8.2 of the Contract Agreement, Licensee is required to obtain the County’s consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment.

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

CONSENT TO ASSIGNMENT

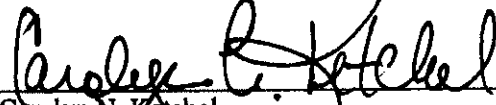
1. In accordance with Section 8.2 of C08-1664-AP, the County hereby consents to this assignment of the Licensee interest of Crestview Aerospace, LLC c/o Vertex Aerospace, LLC to Vertex Aircraft Integration and Sustainment, LLC.

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

(The remainder of this page intentionally left blank)

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

OKALOOSA COUNTY, FLORIDA

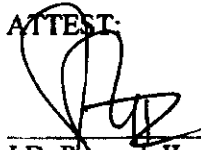


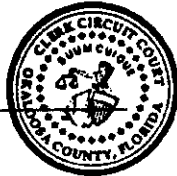
Carolyn N. Ketchel
Chairman, Board of County Commissioners

Date: JUN 01 2021



ATTEST:



J.D. Peacock II
Clerk of Circuit Court

LICENSEE

[Handwritten Signature]

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

Date: May 17, 2021

WITNESSES:

[Handwritten Signature]
Witness

Witness

[Handwritten Signature]
Witness

ACKNOWLEDGMENTS

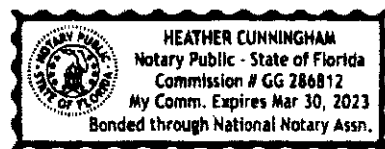
STATE OF Florida
COUNTY OF Oralosa

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

Sworn and subscribed before me this 17 day of May, 2021

[Handwritten Signature]
NOTARY

My Commission Expires: March 30, 2023



ASSIGNEE

[Signature]
Don Davis, SVP Vertex Aircraft Integration
and Sustainment, LLC
Date: May 17, 2021

WITNESSES:

[Signature]
Witness
[Signature]
Witness

ACKNOWLEDGMENTS

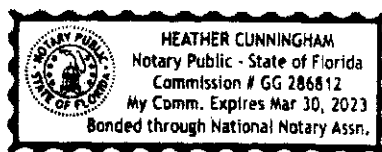
STATE OF Florida
COUNTY OF Okaloosa

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

Sworn and subscribed before me this 17 day of May, 2021

[Signature]
NOTARY

My Commission Expires: March 30, 2023



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

Procurement/Contract/Lease Number: E08-1664 AP Tracking Number: 4318-2
Procurement/Contractor/Lessee Name: Crestview Aerospace Grant Funded: YES ___ NO X
Purpose: Consent to assignment to Vertex Aircraft
Date/Term: 9-30-2022
Department #: 4420R
Account #: 344187
Amount: REVENUE
Department: Airport Dept. Monitor Name: Stage

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 5-5-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

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

Risk Management Review

Approved as written: see email attached Date: 5-7-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 5-7-21
County Attorney Lynn Hoshihara, Kery Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, May 7, 2021 2:11 PM
To: DeRita Mason
Cc: Lisa Price; Lynn Hoshihara
Subject: RE: Assignment of Contract C08-1664-AP

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, May 5, 2021 2:33 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Lisa Price <lprice@myokaloosa.com>
Subject: FW: Assignment of Contract C08-1664-AP

Good afternoon,
Please review the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department

DeRita Mason

From: Lisa Price
Sent: Thursday, May 13, 2021 8:12 AM
To: 'Juan Cepeda'; DeRita Mason
Cc: Mark Wise
Subject: RE: Consent to Assignment of Contract - Okaloosa County

DeRita,

This is approved for insurance purposes by Risk Management.

Thank you!

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



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

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

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From: Juan Cepeda <juanc@acschultes.com>
Sent: Wednesday, May 12, 2021 4:03 PM
To: Lisa Price <lprice@myokaloosa.com>; Mark Wise <mwise@myokaloosa.com>
Cc: Greg Schultes <greg.acsfl@verizon.net>; karl.nelson@suez.com; 'Suez Jerry Shane Albritton' <shane.albritton@suez.com>
Subject: RE: Consent to Assignment of Contract - Okaloosa County

Good afternoon Lisa / Mike,

Please find attached signed documents and COI with the required information. We changed the name of the company to Rowe drilling a division of A.C Schultes of Florida Inc.

Please do not hesitate to contact me with any questions or comments you may have.

Best Regards,



CERTIFICATE OF LIABILITY INSURANCE

6/29/2021

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

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

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

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


COVERAGES CERTIFICATE NUMBER: 17465617 REVISION NUMBER: XXXXXXXX

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

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

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

CERTIFICATE HOLDER**CANCELLATION** See Attachment

17465617 Okaloosa County Board of County Commissioners Destin-Fort Walton Beach Airport Administration 1701 State Road 85 N Eglin AFB FL 32542-1498	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)

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

Schedule of Insured Aircraft:

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/23/2019

Contract/Lease Control #: C08-1664-AP

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CRESTVIEW AEROSPACE, LLC. C/O VERTEX AEROSPACE, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2007

Expiration Date: 09/30/2022

Description of Contract/Lease: L-3 COMMUNICATIONS VERTEX AEROSPACE, LLC LEASE AS THE BOB SIKES AIRPORT

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

Named Insured :

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

Schedule Of Insurers (Insurer B - Excess Liability)

Insurer

Policy No.

Endurance American Insurance Company
 4 Manhattanville Road
 Purchase, NY 10577
 Share: 25%
 NAIC #013131

NXS6033470

Swiss RE International
 SE, UK Branch
 Kansas City, MO 64105
 Share: 25%

AVNLS2002186

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

100039077

Starr Indemnity & Liability Company
 399 Park Avenue
 New York, NY 10022
 Share: 25%
 NAIC #38318

1000189176-01

Okaloosa County BOCC

JUL 14 2020

Schedule of Insured Aircraft:

Received by
 Risk Management

<u>F.A.A. Number</u>	<u>Total Seats Incl Crew</u>	<u>Hull Limit</u>
N10FN Lear 36	6	\$1,327,800
N12FN Lear 36	6	\$1,327,800
N16FN Lear 36A	6	\$1,152,400
N26FN Lear 36	6	\$1,152,400
N39FN Lear 35	6	\$1,152,450
N50FN Lear 35A	6	\$1,152,450
N51FN Lear 35A	6	\$1,152,450
N52FN Lear 35A	6	\$1,000,535

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

Okaloosa County BOCC

JUL 14 2020

**Received by
Risk Management**

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

Procurement/Contract/Lease Number: CO8-1664-AP Tracking Number: 3418-19
 Procurement/Contractor/Lessee Name: L-3 Comm Vertex Grant Funded: YES ___ NO
 Purpose: AOL to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC
 Date/Term: 9-30-22 1. GREATER THAN \$100,000
 Amount: _____ 2. GREATER THAN \$50,000
 Department: AP 3. \$50,000 OR LESS
 Dept. Monitor Name: T. Stage

Purchasing Review

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

2CFR Compliance Review (if required)

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

Risk Management Review

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

 Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

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

 County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance

Document has been received: _____ Date: _____

 Finance Manager or designee

Victoria Taravella

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

Victoria

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

Karen Donaldson

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



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

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

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

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

Victoria Taravella

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

These are approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
LLP

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

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

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

Victoria Taravella

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

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

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

Hey Victoria:

Two of these are missing the scrutinized contractor language.

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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

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

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

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

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


Dave Miner

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

See below.

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

Keep in the scrutinized vendors.

Kerry A. Parsons, Esq.

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

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

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

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

DeRita: "

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

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

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

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

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

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

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

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

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

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

Thank you again.

Dave

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

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

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

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

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

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

Cc: Allyson Oury <aoury@myokaloosa.com>

Subject: RE: Airport coordination

Victoria:

Thank you.

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

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

Dave

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

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

From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Friday, June 21, 2019 10:15 AM
To: Dave Miner <dminer@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: Airport coordination

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

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

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

vtaravella@myokaloosa.com

Phone: (850) 689-5960

Fax: (850) 689-5970

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Dave Miner

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

Dave

These meet the requirements.

Thank you

Karen Donaldson

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



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

Karen:

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

Thank you.

Dave

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

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

Dave

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

Thanks

Karen Donaldson

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



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 9, 2019 1:53 PM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: COI CV Aerospace

Karen:

Please review the attached COI for Crestview Aerospace for compliance.

Dave

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

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



CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

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

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

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

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

COVERAGES CERTIFICATE NUMBER: 16175006 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	AAPN10746152001	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 100,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 100,000,000 PRODUCTS - COMP/OP AGG \$ 100,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached	6/29/2019	6/29/2020	EACH OCCURRENCE \$ 400,000,000 AGGREGATE \$ 400,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	Aircraft Hull & Liability	N	N	AACN10746073001	6/29/2019	6/29/2020	Each Occurrence \$100,000,000

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

CONTRACT # C08-1664-AP
CRESTVIEW AEROSPACE, LLC. c/o
VERTEX AEROSPACE, LLC.
L-3 COMMUNICATIONS VERTEX AEROSAPCE, LLC.

CERTIFICATE HOLDER LEASE AT BOB SIKES AIRPORT CANCELLATION See Attachment
EXPIRES: 09/30/2022

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

16175006
Okaloosa County
5479 A Old Bethel Rd
Crestview FL 32536

Named Insured :

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

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

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

NXS6025607

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

FGG3000216-01

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

QAVC000443**Schedule of Insured Aircraft**

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



CERTIFICATE OF LIABILITY INSURANCE

6/29/2020

DATE (MM/DD/YYYY)

6/26/2019

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

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

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

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

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

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

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

CONTRACT # C08-1664-AP
CRESTVIEW AEROSPACE, LLC. c/o
VERTEX AEROSPACE, LLC.
L-3 COMMUNICATIONS VERTEX AEROSAPCE, LLC.
LEASE AT BOB SIKES AIRPORT
EXPIRES: 09/30/2022

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

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

Workers' Compensation and Employers' Liability

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

CONSENT TO ASSIGNMENT OF CONTRACT C08-1664-AP
L-3 COMMUNICATIONS VERTEX AEROSPACE, LLC LEASE AT THE
BOB SIKES AIRPORT

This Consent to Assignment of Contract, made and entered into this 20th day of August, 2019, hereby approves of the assignment between L-3 Communications Vertex Aerospace, LLC (“Licensee”) and Crestview Aerospace, LLC c/o Vertex Aerospace, LLC, (“Assignee”).

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C08-1664-AP for Airport Access and License Agreement on October 1, 2007 at the Bob Sikes Airport with a current expiration date of September 30, 2022; and

WHEREAS, Licensee desires an Assignment of Contract from L-3 Communications Vertex Aerospace, LLC to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC, ; and

WHEREAS, in accordance with Section 8.2 of the Contract Agreement, Licensee is required to obtain the County’s consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment.

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

I. CONSENT TO ASSIGNMENT

1. In accordance with Section 8.2 of C08-1664-AP, the County hereby consents to this assignment of the Licensee interest of L-3 Communications Vertex Aerospace, LLC to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC.

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

II. AMENDMENT

C08-1664-AP is hereby amended as follows:

3. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created

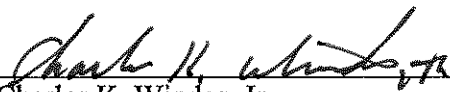
pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

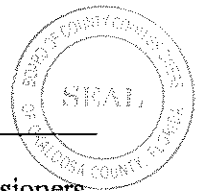
4. Licensee agrees to comply with insurance requirements in Exhibit "C", attached to and incorporated herein.

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

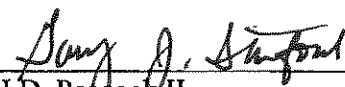
IN WITNESS WHEREOF, the parties hereto have executed this consent to assignment as of the day and year first written.

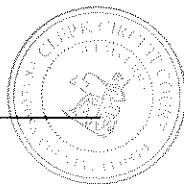
OKALOOSA COUNTY, FLORIDA


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

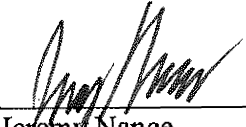


ATTEST:


J.D. Peacock II
Clerk of Circuit Court

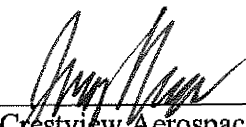


LESSEE




Jeremy Nance
Date: 6/28/19

ASSIGNEE




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

ATTEST:



Witness



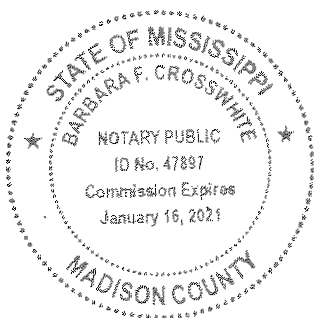
Witness

ACKNOWLEDGMENTS

STATE OF Mississippi
COUNTY OF Madison

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEREMY NANCE who, under oath, deposes and says that 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 28 day of June, 2019, AD.



Barbara F. Crosswhite
NOTARY

My Commission Expires: January 16, 2021

Exhibit "C"

GENERAL SERVICES INSURANCE REQUIREMENTS

(Revised: 1-11-19)

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability Insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability

- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage
---	\$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

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

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered a breach of contract.

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

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

**CONSENT TO ASSIGNMENT OF CONTRACT C08-1664-AP
L-3 COMMUNICATIONS VERTEX AEROSPACE, LLC LEASE AT THE
BOB SIKES AIRPORT**

This Consent to Assignment of Contract, made and entered into this 20th day of August, 2019, hereby approves of the assignment between L-3 Communications Vertex Aerospace, LLC ("Licensee") and Crestview Aerospace, LLC c/o Vertex Aerospace, LLC, ("Assignee").

WITNESSETH:

WHEREAS, the County entered into a Contract Agreement, C08-1664-AP for Airport Access and License Agreement on October 1, 2007 at the Bob Sikes Airport with a current expiration date of September 30, 2022; and

WHEREAS, Licensee desires an Assignment of Contract from L-3 Communications Vertex Aerospace, LLC to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC, ; and

WHEREAS, in accordance with Section 8.2 of the Contract Agreement, Licensee is required to obtain the County's consent prior to assigning its interest and all other conditions have been satisfied to approve the assignment.

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

I. CONSENT TO ASSIGNMENT

1. In accordance with Section 8.2 of C08-1664-AP, the County hereby consents to this assignment of the Licensee interest of L-3 Communications Vertex Aerospace, LLC to Crestview Aerospace, LLC c/o Vertex Aerospace, LLC.

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

II. AMENDMENT

C08-1664-AP is hereby amended as follows:

3. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, Concessionaire, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created

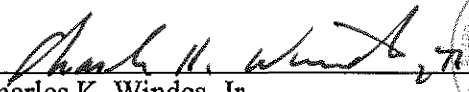
pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Concessionaire is found to have submitted a false certification as to the above or if the Concessionaire is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Concessionaire has submitted a false certification, the County will provide written notice to the Contractor. Unless the Concessionaire demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Concessionaire, and the Concessionaire will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Concessionaire. If federal law ceases to authorize the states to adopt and enforce this particular contract provision shall be null and void.

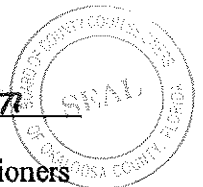
4. Licensee agrees to comply with insurance requirements in Exhibit "C", attached to and incorporated herein.

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


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

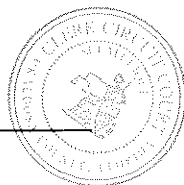
OKALOOSA COUNTY, FLORIDA


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

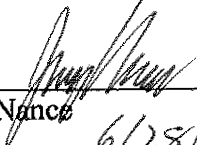


ATTEST:


J.D. Peacock II
Clerk of Circuit Court




LESSEE



Jeremy Nance
Date: 6/28/19

ASSIGNEE



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

ATTEST:



Witness



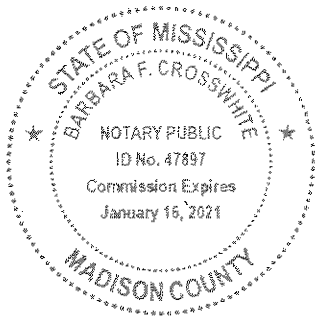
Witness

ACKNOWLEDGMENTS

STATE OF Mississippi
COUNTY OF Madison

Before me, the undersigned officer duly authorized to take acknowledgments in the COUNTY and STATE aforesaid, personally appeared JEREMY NANCE who, under oath, deposes and says that 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 28 day of June, 2019, AD.



Barbara F. Crosswhite
NOTARY

My Commission Expires: January 16, 2021

Exhibit "C"

GENERAL SERVICES INSURANCE REQUIREMENTS

(Revised: 1-11-19)

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured on the Certificate of Insurance. Workers Compensation policies must have a waiver of subrogation
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.

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

GENERAL TERMS

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

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered a breach of contract.

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

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 5/24/2012

Contract/Lease Control #: C08-1664-AP4-147

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award to/Lessee: L3 COMMUNICATIONS

Lessor:

Effective Date: 10/1/2007

Amount: \$120,000

Term/Expires: 9/30/2017

Description of Contract/Lease: BSAP ACCESS & LICENSE AGREEMENT

Department Manager: AIRPORT

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's Fax #: 651-7164

Date Closed:

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07-16-2018

Contract/Lease Control #: C08-1664-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: L3 COMMUNICATIONS VERTEX AEROSPACE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/10/2018

Expiration Date: 09/30/2037

Description of Contract/Lease: BASP ACCESS& LICENSE AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7164

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

6/29/2019

DATE (MM/DD/YYYY)

6/25/2019

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co Pitts. PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: *** SEE ATTACHMENT ***</td> <td></td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20281</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: National Union Fire Ins Co Pitts. PA	19445	INSURER B: *** SEE ATTACHMENT ***		INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Federal Insurance Company	20281														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1448790 Crestview Aerospace, LLC c/o Vertex Aerospace, LLC 555 Industrial Drive South Madison MS 39110															

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

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

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

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

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

CONTRACT#: C08-1664-AP
L-3 COMMUNICATIONS VERTEX AEROSPACE, LLC
BASP ACCESS & LICENSE AGREEMENT
EXPIRES: 09/30/2037

IF CANCELLED BEFORE
 L BE DELIVERED IN

AUTHORIZED REPRESENTATIVE

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Workers' Compensation and Employers' Liability

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



CERTIFICATE OF LIABILITY INSURANCE

6/29/2019

DATE (MM/DD/YYYY)

2/1/2019

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.

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PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1458786 Vertex Aerospace, LLC c/o Vertex Aerospace Services Corp. 555 Industrial Drive South Madison MS 39110	INSURER A: National Union Fire Ins Co Pitts. PA NAIC # 19445	
	INSURER B: *** SEE ATTACHMENT ***	
	INSURER C: Federal Insurance Company 20281	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15678952 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y N	CA 3584712	6/29/2018	6/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
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 OKALOOSA COUNTY ARE ADDITIONAL INSURED UNDER AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION APPLIES UNDER AUTOMOBILE LIABILITY FOR REASONS OTHER THAN NON-PAYMENT.
 WAIVER OF SUBROGATION APPLIES UNDER WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 15678952 OKALOOSA COUNTY 5479 OLD BETHEL ROAD CRESTVIEW FL 32536	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

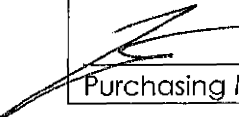
Workers' Compensation and Employers' Liability

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

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

Procurement/Contract/Lease Number: C08-1664-AP Tracking Number: 2995-18
Procurement/Contractor/Lessee Name: L-3 Grant Funded: YES ___ NO ___
Purpose: Amendment Two (2)
Date/Term: 9/30/2037 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: Airports 3. \$50,000 OR LESS
Dept. Monitor Name: SAGE/MORR

Purchasing Review

Procurement or Contract/Lease requirements are met:
 _____ Date: 5/1/18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:

Grants Coordinator Date: _____

Risk Management Review

Approved as written: See Approval Dated Date: 4/30/18

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See Approval Dated Date: 5/1/18

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, May 01, 2018 9:54 AM
To: Dave Miner; Matthew Young; Krystal King
Cc: Tracy Stage; Allyson Oury
Subject: RE: Amendment No 2 to L 3 Access Agreement with Revisions 4-30-18.docx

This is approved for legal purposes.

From: Dave Miner [mailto:dminer@myokaloosa.com]
Sent: Monday, April 30, 2018 11:25 AM
To: Matthew Young; Parsons, Kerry; Krystal King
Cc: Tracy Stage; Allyson Oury
Subject: Amendment No 2 to L 3 Access Agreement with Revisions 4-30-18.docx

Matthew:

This was coordinated on (2112-18) and L-3 Communications requests another change (attached). Please send out for coordination.

They would like to delete number 4 Section 2.5 titled Termination of Lease from the amendment. They do not want to change the original contract.

Thank you.

Dave

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

Matthew Young

From: Krystal King
Sent: Monday, April 30, 2018 2:56 PM
To: Dave Miner; Matthew Young; 'Parsons, Kerry'
Cc: Tracy Stage; Allyson Oury
Subject: RE: Amendment No 2 to L 3 Access Agreement with Revisions 4-30-18.docx

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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 email communication including your email address, may be subject to public disclosure.

From: Dave Miner
Sent: Monday, April 30, 2018 10:25 AM
To: Matthew Young <myoung@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>; Krystal King <kking@myokaloosa.com>
Cc: Tracy Stage <tstage@myokaloosa.com>; Allyson Oury <aoury@myokaloosa.com>
Subject: Amendment No 2 to L 3 Access Agreement with Revisions 4-30-18.docx

Matthew:

This was coordinated on (2112-18) and L-3 Communications requests another change (attached). Please send out for coordination.

They would like to delete number 4 Section 2.5 titled Termination of Lease from the amendment. They do not want to change the original contract.

Thank you.

Dave

Dave Miner

From: Laura Porter
Sent: Friday, June 08, 2018 4:09 PM
To: Dave Miner; Krystal King
Cc: Allyson Oury
Subject: RE: L 3 Technologies COI for Compliance

Yes, the COI complies with the contract requirements.

Laura J. Porter

Risk Manager
Okaloosa County BCC
5479-B Old Bethel Road
Crestview, FL 32536
(850)689-5977
lporter@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: Friday, June 8, 2018 12:56 PM
To: Krystal King <kking@myokaloosa.com>; Laura Porter <lporter@myokaloosa.com>
Cc: Allyson Oury <aoury@myokaloosa.com>
Subject: L 3 Technologies COI for Compliance

Please review the attached COI for L 3 Technologies (C08-1664-AP) and let us know if the COI complies with requirements.

Thank you.

Dave

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	CONTACT NAME: Sabrina Garibaj
	PHONE (A/C, No, Ext): 212-994-7082 FAX (A/C, No):
E-MAIL ADDRESS: Sabrina_Garibaj@ajg.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Insurance Company of State of PA	NAIC # 19429
INSURER B: National Union Fire Insurance Company of Pittsburg	19445
INSURER C: American Home Assurance Company	19380
INSURER D: Commerce and Industry Insurance Company	19410
INSURER E: New Hampshire Insurance Company	23841
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 181658263** **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 <input checked="" type="checkbox"/> Includes Product <input checked="" type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		4611510	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		7093466 (AOS) 7093464 (MA) 7093463 (VA)	2/1/2018 2/1/2018 2/1/2018	2/1/2019 2/1/2019 2/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			28189447	2/1/2018	2/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D E	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N	N/A	014122580 (CA) 014122681 (FL) 014122583 (ME)	2/1/2018 2/1/2018 2/1/2018	2/1/2019 2/1/2019 2/1/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC Policy# 014122579 (AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT) - INSURANCE CO OF STATE OF PA - 02/01/18 02/01/19
 WC Policy# 014122584 (AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV) - INSURANCE CO OF STATE OF PA - 02/01/18 02/01/19
 WC Policy# 014122582 (MA,ND,OH,WA, WI,WY) - NEW HAMPSHIRE INSURANCE COMPANY - 02/01/18 02/01/19

RE: Leased Property, Crestview, FL 32539
 Okaloosa County is included as an additional insured (blanket endorsement) solely with respect to General Liability and Auto Liability coverages as evidenced herein as required by written contract with respect to leased premises. 30 day notice of cancellation/10 day non-pay.

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County 5749 A Old Bethel 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

**NAME CHANGE, RENEWAL, AND AMENDMENT TO CONTRACT C08-1664-AP
L-3 COMMUNICATIONS CRESTVIEW AEROSPACE CORPORATION
BSAP AIRPORT ACCESS AND LICENSE AGREEMENT**

This Second Amendment made and entered into this 10th day of July, 2018, hereby amends contract C08-1664-AP, formerly known as C08-1664-AP4-147, dated June 3, 2008, by and between Okaloosa County, Florida, (hereinafter the "County") and L-3 Communications Vertex Aerospace LLC, formerly known as L-3 Communications Crestview Aerospace Corporation (hereinafter the "Licensee").

WITNESSETH

WHEREAS, on June 3, 2008, the County and Licensee entered into a Contract, C08-1664-AP, which provides for Licensee to access the Bob Sikes Airport (CEW) from County premises for the purpose of utilizing public use aircraft facilities; and

WHEREAS, the Licensee requests to change the name of the Company on the Contract from L-3 Communications Crestview Aerospace Corporation to L-3 Communications Vertex Aerospace LLC; and

WHEREAS, the parties desire to renew the contract for an additional five (5) years; and

WHEREAS, the parties desire to amend Section 2.3, Second Option Term in increments of each five (5) year terms not to exceed the expiration date, September 30, 2037, of the original contract; and

WHEREAS, the parties desire to amend the Contract to add language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20; and

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

WHEREAS, the parties agree to additional changes described as follows.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C08-1664-AP as follows:

CONSENT TO NAME CHANGE

1. C08-1664-AP is hereby changed to reflect the new company name L-3 Communications Vertex Aerospace LLC formerly known as L-3 Communications Crestview Aerospace Corporation.

RENEWAL

2. C08-1664-AP is hereby renewed for an additional term. The Contract renewal period shall begin October 1, 2017 and will expire on September 30, 2022.

AMENDMENT

3. Section 2.3, titled "Second Option Term" of C08-1664-AP is hereby replaced by the following:

Option Terms. Licensee shall have options to renew the term of this Contract with County approval for three (3) five (5) year periods. First period from October 1, 2022 to September 30, 2027, second period from October 1, 2027 to September 30, 2032 and third period from October 1, 2032 to September 30, 2037. The option periods shall be exercised by notice in writing to County not more than one (1) year nor less than one hundred twenty (120) days prior to the expiration of the current term.

4. Section 4.1 b, titled "O&M Fee for Subsequent Periods" of C08-1664-AP is hereby replaced by the following:

Commencing October 1, 2017 and thereafter on October 1 of each renewal option term for all terms hereof the access fee shall be increased based upon the percentage increase in the Consumer Price Index ("CPI") (All Urban Consumers) ("CPI (U) Index") published by the United States Department of Labor based on the years 1982-84=100.

- (i) Effective October 1, 2017, the O&M Fee shall be \$31,992.00.
- (ii) Effective October 1st of each option term the O&M Fee shall be adjusted according to the method described in Section 4.1 b hereof, using the preceding activity rate and adjusting it according to the percentage increase in the Consumer Price Index.

5. Section 4.1 c, titled "Runway Rehabilitation Fee" of C08-1664-AP is hereby replaced by the following:

In addition to other fees and charges payable under this Agreement, Licensee shall pay to County a Runway Rehabilitation Fee. Licensee shall pay a onetime fee (lump sum) payment of Fifty Thousand Dollars (\$50,000.00) for each renewal period within ninety (90) days of Board approval. The Runway Rehabilitation Fee will be used for runway and taxiway rubber removal, taxiway lighting, runway and taxiway painting, upkeep of navigational aids, and any other items associated with the runway and taxiways on the Airport. Prior to the twentieth year of the Term, County and Licensee shall negotiate a new Runway Rehabilitation Fee to be payable over the balance of the term of this Agreement.

If the parties cannot agree to said fee, either party may terminate this Agreement upon sixty (60) days written notice to other party.

6. Section 4.3, titled "Place of Payments" of C08-1664-AP is hereby replaced by the following:

All sums payable by Licensee hereunder shall be delivered to:

Okaloosa County Airports
Okaloosa County
1701 State Road 85 North, Suite 1
Eglin Air Force Base, FL 32542-1498

7. Section 5.4, titled "Insurance" of C08-1664-AP is hereby add third paragraph with the following:

All insurance coverage shall to include Okaloosa County as an additional insured under "Blanket" endorsement. In addition, all insurance policies shall include a clause to provide thirty (30) days written notice to the named insured for any changes, cancellations or non-renewal of the policy, with the exception of ten (10) day notice for cancellation due to non-payment of premium. Prior to occupying County property and annually upon renewal, Licensee shall furnish County a Certificate of Insurance evidencing all required insurance. The Certificate(s) of Insurance shall be delivered to Okaloosa County, 5479 A Old Bethel Road, Crestview, FL 32536 and a copy to Okaloosa County Airports, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498. On request, Licensee shall deliver an exact copy of the policy or policies including all endorsements.

8. Section 6.3, titled "Nondiscrimination" of C08-1664-AP is hereby deleted and replaced with RESERVED. The new Title VI requirement replaced this.
9. Section 6.5, titled "Taxes and Other Governmental Charges" of C08-1664-AP is hereby replaced with the following:
Taxes and Assessments

Licensee agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited such taxes and assessments as may from time to time be imposed by the County. Licensee further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Contract Agreement.

10. Section 9.2, titled "Notices" od C08-1664-AP hereby changes the County Address to:

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

11. The contract is also amended to include the following additional provision:

Public Records

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Licensee must comply with the public records laws, Florida Statute chapter 119, specifically Licensee 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 Licensee 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 Licensee or keep and maintain public records required by the County to perform the service. If the Licensee transfers all public records to the public agency upon completion of the contract, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the contract, the Licensee 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. The attached Exhibit "A" replaces the original Exhibit "A".

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

14. All other provisions of the Contract and Amendments shall remain in full force and effect through the duration of the contract.

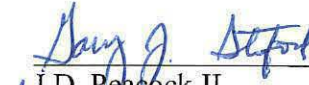
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



Graham W. Fountain
Chairman, Board of County Commissioners
Date: _____

ATTEST:



J.D. Peacock II
Clerk of Circuit Court



L-3 Communications Vertex Aerospace
LLC

Sheila Sheridan

Sheila Sheridan
Vice President

Date: 4/10/2018

ATTEST:

Jazmin Ramos

Witness

[Signature]

Witness

ACKNOWLEDGMENTS

STATE OF New York
COUNTY OF New York

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

Sworn and subscribed before me this 6 day of June, 2018, AD.

[Signature]
NOTARY

My Commission Expires: Oct. 25, 2018

SUNINA RUPCHAND
Notary Public, State of New York
No. 01RU6229841
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Oct. 25, 2018

Exhibit "A"

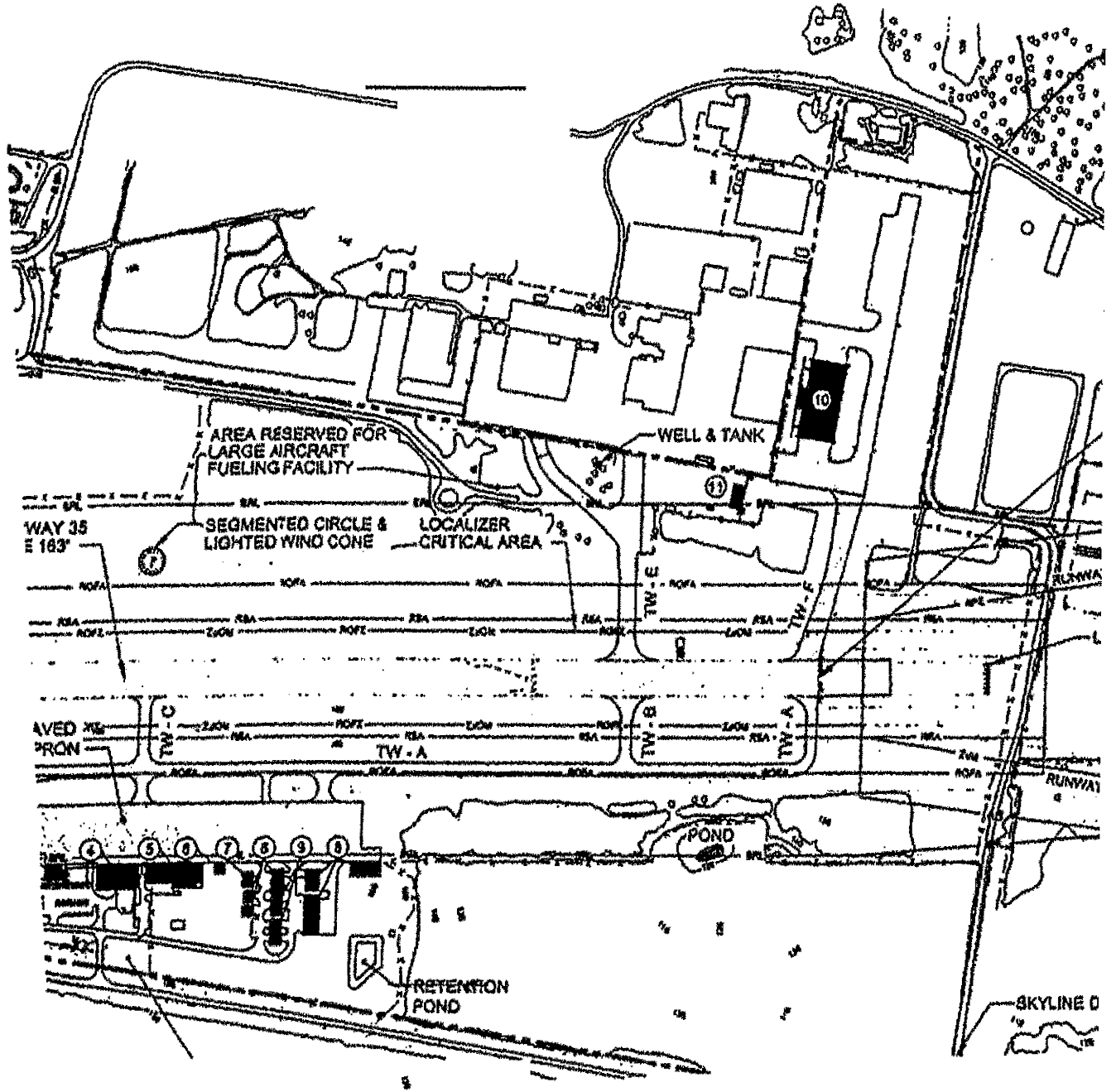


Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Licensee") agrees as follows:

1. **Compliance with Regulations:** The Licensee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Licensee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Licensee of the Licensee's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Licensee's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Licensee under the contract until the Licensee complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Licensee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Licensee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Licensee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Licensee may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Licensee") 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 Licensee has full responsibility to monitor compliance to the referenced statute or regulation. The Licensee 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. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Licensee 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). Licensee 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 Licensee is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Licensee 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 Licensee, 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 Licensee is enrolled as a Federal Contractor in E-Verify at time of contract award, the Licensee shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Licensee shall initiate verification of all new hires of the Licensee, 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 Licensee shall initiate verification of all new hires of the Licensee, 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 Licensee 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 Licensee 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 Licensee may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Licensee 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 Licensee 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 Licensee 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 Licensee's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Licensee 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 Licensee's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Licensee, 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 Licensee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Licensee, then the Licensee 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 Licensee 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 Licensee 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 Licensee 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/8/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	CONTACT NAME: Sabrina Garibaj PHONE (A/C, No, Ext): 212-994-7082 FAX (A/C, No): E-MAIL ADDRESS: Sabrina_Garibaj@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Company of State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER B: National Union Fire Insurance Company of</td> <td>19445</td> </tr> <tr> <td>INSURER C: American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td>INSURER D: Commerce and Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER E: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company of State of PA	19429	INSURER B: National Union Fire Insurance Company of	19445	INSURER C: American Home Assurance Company	19380	INSURER D: Commerce and Industry Insurance Company	19410	INSURER E: New Hampshire Insurance Company	23841	INSURER F:
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INSURER E: New Hampshire Insurance Company	23841													
INSURER F:														
INSURED L3 Technologies, Inc. -Crestview Aerospace 600 Third Avenue New York, NY 10016														

RECEIVED
 MAR 2 1 2018
 BY: *purc...*

COVERAGES **CERTIFICATE NUMBER: 909669888** **REVISION NUMBER:**

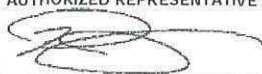
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> Includes Product <input checked="" type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		4611510	2/1/2018	2/1/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY	Y		7093465(AOS) 7093464 (MA) 7093463 (VA)	2/1/2018 2/1/2018 2/1/2018	2/1/2019 2/1/2019 2/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			28189447	2/1/2018	2/1/2019	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		014122580 (CA) 014122581 (FL) 014122583 (ME)	2/1/2018 2/1/2018 2/1/2018	2/1/2019 2/1/2019 2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT	\$1,000,000
E							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

WC Policy# 014122579 (AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT) - INSURANCE CO OF STATE OF PA - 02/01/18 02/01/19
 WC Policy# 014122584 (AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV) - INSURANCE CO OF STATE OF PA - 02/01/18 02/01/19
 WC Policy# 014122582 (MA,ND,OH,WA, WI,WY) - NEW HAMPSHIRE INSURANCE COMPANY - 02/01/18 02/01/19

RE: Leased Property, Crestview, FL 32539 See Attached...
 L92-0051-AP / 403-0228-AP / L10-0362-AP
 C03-0901-CM / C08-1664-AP

CERTIFICATE HOLDER Okaloosa County 5749 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 
--	--

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

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

ADDITIONAL REMARKS

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

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



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

CERTIFICATE OF INSURANCE

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

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

NAMED INSURED:

L3 Technologies, Inc.

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

5486 Fairchild Road
 Crestview, Florida 32539-8155, USA

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

Division:
 Platform Integration Systems

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

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

ADDITIONAL INTERESTS:

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

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

INTEREST TYPE:

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

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

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

Property Damage applies on a Repair or Replacement Value basis.

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

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

Certificate No: 00192-001

Emma Lalovic

Authorized Signature / Issue Date
 Emma Lalovic / 28 December 2017

For questions, contact: Melanie Robertson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2017

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.

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	CONTACT NAME: Sabrina Garlbaj PHONE (A/C, No, Ext): 212-994-7082 E-MAIL ADDRESS: Sabrina_Garlbaj@ajg.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED L3 Technologies, Inc. -Crestview Aerospace 600 Third Avenue New York, NY 10016	INSURER A: Insurance Company of State of PA	NAIC # 19429
	INSURER B: National Union Fire Insurance Compa	NAIC # 19445
	INSURER C: American Home Assurance Company	NAIC # 19380
	INSURER D: Commerce and Industry Insurance Com	NAIC # 19410
	INSURER E: New Hampshire Insurance Company	NAIC # 23841
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1391896063** **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 <input checked="" type="checkbox"/> Includes Product Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	3629969	2/1/2017	2/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	1921867 (AOS) 1921868 (MA) 1921866 (VA)	2/1/2017 2/1/2017 2/1/2017	2/1/2018 2/1/2018 2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		19452316	2/1/2017	2/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	015425402 (CA) 015425403 (FL) 015425405 (ME)	2/1/2017 2/1/2017 2/1/2017	2/1/2018 2/1/2018 2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC Policy# 015425401(AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT) - INSURANCE CO OF STATE OF PA - 02/01/17 02/01/18
WC Policy# 015425406(AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV) - INSURANCE CO OF STATE OF PA - 02/01/17 02/01/18
WC Policy# 015425404(MA,ND,OH,WA,WI,WY) - NEW HAMPSHIRE INSURANCE COMPANY - 02/01/17 02/01/18
See Attached...

CERTIFICATE HOLDER Okaloosa County 5749 A Old Bethel Road Crestview FL 32536	CANCEL SHOULD THE E ACCOR AUTHORIZED REPRESENTATIVE 	Contract # C08-1664-AP L3 TECHNOLOGIES, INC.-CRESTVIEW AEROSPACE BSAP ACCESS & LICENSE AGREEMENT EXPIRES: 09/30/2017
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2016

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.

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PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
250 Park Avenue
3rd Floor
New York NY 10177

CONTACT NAME: Sabrina Garibaj
PHONE (A/C, No, Ext): 212-994-7082 FAX (A/C, No):
E-MAIL ADDRESS: Sabrina_Garibaj@ajg.com

INSURED
L-3 Communications-Crestview Aerospace
600 Third Avenue
New York, NY 10016

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Company of State of PA	19429
INSURER B: National Union Fire Ins Co of Pitts	19445
INSURER C: Commerce and Industry Insurance Com	19410
INSURER D: New Hampshire Insurance Company	23841
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1971618943

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 <input checked="" type="checkbox"/> Includes Product <input checked="" type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3796518	2/1/2016	2/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A A	AUTOMOBILE LIABILITY <input checked="" 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			1861262 (AOS) 1861263 (MA) 1861261 (VA)	2/1/2016 2/1/2016 2/1/2016	2/1/2017 2/1/2017 2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			19086819	2/1/2016	2/1/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B C D	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	015519182 (CA) 015519183 (FL) 015519185 (ME)	2/1/2016 2/1/2016 2/1/2016	2/1/2017 2/1/2017 2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC Policy# 015519181(AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT) - INSURANCE CO OF STATE OF PA - 02/01/16 02/01/17
WC Policy# 015519180(AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV) - INSURANCE CO OF STATE OF PA - 02/01/16 02/01/17
WC Policy# 015519184(MA,ND,OH,WA,WI,WY) - NEW HAMPSHIRE INSURANCE COMPANY - 02/01/16 02/01/17
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
602C North Pearl Street
Crestview FL 32536 USA

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

1664

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED L-3 Communications-Crestview Aerospace 600 Third Avenue New York, NY 10016	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Okaloosa County is included as an Additional Insured(CG20100704-form)solely with respect to General and Automobile liability coverages as evidenced herein as required by written contract with respect to work performed by the named insured.



CERTIFICATE OF LIABILITY INSURANCE

1664

DATE (MM/DD/YYYY)
1/26/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	CONTACT NAME: Guadalupe Vera	PHONE (A/C, No, Ext): 212-994-7072	FAX (A/C, No):
	E-MAIL ADDRESS: Guadalupe_Vera@ajg.com		
INSURED L-3 National Security Solutions, Inc. c/o L-3 Communications Corporation 600 Third Avenue New York NY 10016	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Company of State of PA		19429
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Commerce and Industry Insurance Com		19410
	INSURER D: New Hampshire Insurance Company		23841
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 577218432** **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 <input checked="" type="checkbox"/> (Includes Product Liability) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6634112	2/1/2015	2/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			5260679 (AOS) 5260677 (MA) 5260678 (VA)	2/1/2015 2/1/2015 2/1/2015	2/1/2016 2/1/2016 2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							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	\$
								\$
A C D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			017731433 (CA) 017731434 (FL) 017731437 (ME)	2/1/2015 2/1/2015 2/1/2015	2/1/2016 2/1/2016 2/1/2016	<input checked="" type="checkbox"/> PER STATUTE 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
B	Professional Liab/Cyber			EONG21680965008	1/1/2015	1/1/2016	Each Claim	\$ 1,000,000
							Each Aggregate	\$ 1,000,000

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

WC Policy# 017731436(AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT) - INSURANCE CO OF STATE OF PA - 02/01/15 02/01/16
WC Policy# 017731435(AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN) - INSURANCE CO OF STATE OF PA - 02/01/15 02/01/16
WC Policy# 0177314389(MA,ND,OH,WA,WI) - NEW HAMPSHIRE INSURANCE COMPANY - 02/01/15 02/01/16

Okalooosa County, its respective agents, consultants, servants and employees are included as additional insured (blanket See Attached...

CERTIFICATE HOLDER Okaloosa County 602-C North Pearl Street Crestview FL 32536 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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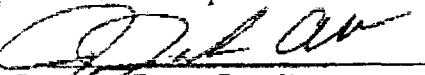
RECEIVED MAR 23 2012

3-23-12 *KR*

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**


Contract/Lease Number: CA 1664 Tracking Number: 411/2
 Contractor/Lessee Name: L-3 Communications
 Purpose: Amendment one to Agreement COB-1664-APP-149
 Date/Term: September 30, 2017 GREATER THAN \$10,000
 \$10,000 OR LESS
 Amount: _____
 Department: Airports Dept. Monitor Name: David Milner

Purchasing Review

Procurement requirements are met:


 Contract/Lease Coordinator Date: 3/23/12

Risk Management Review

Approved as written:


 Risk Management Director Date: 3-26-12

County Attorney Review

Approved as written:


 County Attorney Date: 3/29/12

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been appropriately reviewed and is executable:

 Contracts & Grants Manager Date: _____

AMENDMENT ONE

TO

L 3 COMMUNICATIONS
AIRPORT ACCESS AND LICENSE AGREEMENT

This AMENDMENT is entered into effective this 15th day of 2012, 2012, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as LESSOR) and L-3 COMMUNICATIONS CRESTVIEW AEROSPACE CORPORATION, a Delaware corporation (hereinafter referred to as LICENSEE).

WITNESSETH:

WHEREAS, the LICENSEE entered into the original lease dated June 3, 2008 with a current expiration date of September 30, 2012.

WHEREAS, this Amendment One shall be subject to the terms, covenants, conditions, and agreements to be kept, performed and observed by LICENSEE as stipulated in the original lease agreement not otherwise amended in this amendment.

WHEREAS, the LESSOR and the LICENSEE, each in consideration of the agreements to be performed by the other, intending to be legally bound, do hereby agree to the following sections being added to the LEASE:

SECTION 1: TERM

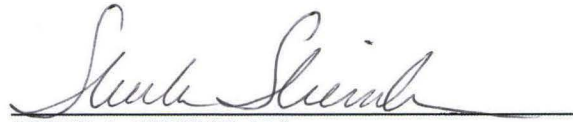
LICENSEE formally exercises its first option to extend the term of the agreement.

The term of this Agreement shall be extended from October 1, 2012 to September 30, 2017.

SECTION 2: ENTIRE AMENDMENT

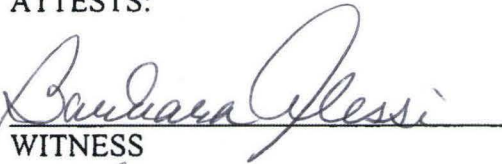
This amendment consists of the following: Sections 1 to 2. It constitutes the entire amendment of the parties and may not be changed, modified, discharged, or extended except by written instrument duly executed by LESSOR and LICENSEE.

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



SHEILA SHERIDAN
VICE PRESIDENT
L-3 COMMUNICATIONS INTEGRATED
SYSTEMS L.P.

ATTESTS:


WITNESS
WITNESS

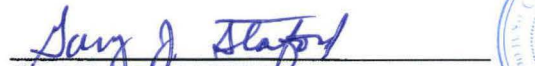
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



DON R. AMUNDS
CHAIRMAN



ATTEST:


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

CONTRACT: BSAP ACCESS
& LICENSE AGREEMENT
CONTRACT NO./: C08-1664-AP4-147
L3 COMMUNICATIONS
EXPIRES: 9/30/2012

AIRPORT ACCESS AND LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 3rd day of June, 2008, by and between the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ("County") and L3 COMMUNICATIONS CRESTVIEW AEROSPACE CORPORATION, a Delaware corporation ("Licensee").

WITNESSETH

WHEREAS County owns and operates Bob Sikes Airport ("Airport"), a general aviation airport, for the benefit of the public, and

WHEREAS Licensee is engaged in an aviation-related commercial enterprise for profit ("Permitted Activity") on certain premises adjacent to the Airport ("Designated Premises"), currently owned and occupied by Licensee, and

WHEREAS Licensee desires to enter into an agreement with County by which County will provide Licensee access to and from the Designated Premises and the Airport solely through the Permitted Access and solely for the purpose of conducting the Permitted Activity, and will provide Licensee, on a non-exclusive basis, the right to use the public use aircraft facilities of the Airport, upon the payment of the consideration set forth herein and the continuing compliance with all terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions herein set forth, County and Licensee hereby do agree as follows:

ARTICLE I

Definitions/Rules of Construction

Section 1.1 Definitions. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

- (a) "Agreement" means this Airport Access and License Agreement by and between County and Licensee;
- (b) "Airport" means Bob Sikes Airport;
- (c) "Board" means the Okaloosa County Board of County Commissioners;
- (d) "County" means Okaloosa County, a political subdivision of the State of Florida;

- (e) "Designated Premises" means the land owned and occupied by Licensee consisting of 98 acres, more or less, with improvements thereon, which is contiguous to the Airport, being the same premises depicted on Exhibit A attached to this Agreement. The Designated Premises under this Agreement shall not be increased or expanded to any contiguous premises without the specific written amendment of this Agreement, including a revision to attached Exhibit A;
- (f) "EPA" means the United States Environmental Protection Agency and any federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- (g) "FAA" means the Federal Aviation Administration of the United States Department of Transportation, or any federal agency succeeding to its jurisdiction or function;
- (h) "FAR" means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA as currently in effect and as may hereafter be promulgated or issued;
- (i) "Governmental Requirements" means all federal, state and local laws, rules, regulations, security plans, and rulings, including all amendments, now in effect or hereinafter enacted;
- (j) "Maximum Gross Landed Weight" shall mean the maximum weight in one thousand pound units at which each aircraft operated by Licensee or any business invitee of Licensee is authorized by the FAA to land at the Airport as recited in Licensee's flight manual governing that aircraft;
- (k) "Permitted Access" means that access described in this Agreement and depicted on Exhibit A attached to this Agreement;
- (l) "Permitted Activity" means that activity described on Attachment "A" to this Agreement;
- (m) "Term" means the period of time that this Agreement shall be in effect, as set forth in Section 2. 1; and
- (n) "TSA" means the Transportation Security Administration of the United States Department of Homeland Security.

Section 1.2 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

- (a) The singular includes the plural and vice versa;

- (b) The words "and" and "or" shall be both conjunctive and disjunctive;
- (c) The words "all" and "any" mean "any and all";
- (d) The word "including" means "including without limitation";
- (e) The word "he" or any other masculine pronoun includes any individual regardless of sex;
- (f) Reference to any attachments and exhibits shall mean the attachments and exhibits attached to this Agreement which shall be deemed incorporated by reference as if they were fully set forth herein; and
- (g) Reference to articles or sections respectively shall mean articles or sections of this Agreement.

ARTICLE II

Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for the period commencing October 1, 2007, and expiring September 30, 2012 ("Initial Term") unless otherwise terminated or canceled; provided, however, all obligations which may have been incurred by Licensee or with respect to which Licensee shall be in default shall survive such termination or cancellation.

Section 2.2 Option to Extend Term. Licensee shall have an option to extend the Term of this Agreement upon the expiration of the Initial Term hereof for an additional period of time up through and including September 30, 2017 ("First Option Term"). The First Option Term shall be exercised by notice in writing to County given not more than one (1) year nor less than one hundred twenty (120) days prior to the expiration date of the Initial Term hereof.

Section 2.3 Second Option Term. Licensee shall have a second option to extend the Term of this Agreement upon the expiration of the Initial Term and the First Option Term hereof for an additional period of time up and through including September 30, 2037 ("Second Option Term"). The Second Option Term shall be exercised by notice in writing to County not more than one (1) year nor less than one hundred twenty (120) days prior to the expiration of the First Option Term hereof.

Section 2.4 Conditions Governing Exercise of Option Terms. Licensee rights to exercise the First Option Term and/or Second Option Term (individually referred to as "Option Term" and together as "Option Terms") as specified in Sections 2.2 and 2.3 above shall be subject to the following terms and conditions:

- (a) Licensee shall not be in default of this Agreement or any agreement between Licensee and County or a Board of County as of the exercise date of said option or at any time thereafter prior to the effective date of said Option Term; and
- (b) Licensee shall deliver to County notice of its exercise of said Option Term as set forth above in accordance with the notice provisions of Section 9.2 of Article 9 hereof.

Section 2.5 Termination of License. At the expiration or earlier termination of this Agreement, Licensee's Permitted Access and its right to use the Airport, and the Airport's premises, facilities, and services, and the rights, licenses, and privileges herein granted shall cease, and Licensee shall immediately discontinue all use of and operations of whatsoever nature on the Airport, including any access by aircraft or vehicles to and/or from the Airport or to or from the Designated Premises by the Permitted Access or otherwise. All obligations which may have been incurred by Licensee or with respect to which Licensee shall be in default shall survive such termination or cancellation.

ARTICLE III Access and Use License

Section 3.0 Purpose. The sole purpose of this Agreement is to provide Licensee access solely to and from the Airport and the Designated Premises through the Permitted Access for the sole business purpose of conducting the Permitted Activity and for no other purpose whatsoever. Licensee covenants that it will not directly or indirectly conduct or allow the conduct in any manner, directly or indirectly, any general aviation or commercial aviation business activity on, from or through the Airport or on, from or through the Designated Premises, other than the Permitted Activity conducted solely on the Designated Premises. Licensee further covenants that it will not conduct any business activity on, from or through the Designated Premises, other than the Permitted Activity, that is directly or indirectly in competition with any fixed base operator or any other Airport business of any type.

Section 3.1 No Lease Created. This Agreement shall not be construed to be a lease of any Airport land, facilities, or premises to Licensee, nor create a landlord-tenant relationship by and between County and Licensee.

Section 3.2 Permitted Access/License to Use Airport. County hereby grants to Licensee, and Licensee hereby accepts from County for the Term (including the Option Terms, if exercised) of this Agreement, subject to the terms and conditions herein set forth: (i) a nonexclusive license solely to access the Airport and the Designated Premises through the Permitted Access solely for the purpose of and for only so long as the Permitted Activity is conducted on the Designated Premises and for no other purposes whatsoever; (ii) the right and license to use, on a nonexclusive basis, the Airport and the Airport's runways, taxiways, aprons, lighting, navigation aids and other public common use facilities

necessary to operate aircraft to and from the Designated Premises solely for the purposes and subject to the limitations in the foregoing sentence. Notwithstanding the foregoing provisions, this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America relative to the operation, development or improvement of the Airport, including but not limited to any conditions, provisions or assurances related to any grant agreement entered into by the County for improving the Airport. It is further understood and agreed to by Licensee that this Agreement, the Permitted Access to and from the Designated Premises and the Airport, and the rights of access granted Licensee hereunder shall be subject to the initial and continuing approval of FAA and the TSA.

Section 3.3 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between the parties, (b) to give the County any interest in the business of Licensee, or (c) to grant to Licensee any powers as an agent or representative of the County for any purpose or to bind the County.

Section 3.4 Prudent Operation. Licensee covenants and agrees that in the performance of its obligations hereunder, it shall perform such obligations in a reasonable, orderly and prudent manner. Licensee shall take and cause all reasonable measures to eliminate noise and vibrations which may cause damage to Airport improvements, and keep the sound level of its operations as low as reasonably possible.

Section 3.5 Maintenance by Licensee. Licensee shall operate in a neat, clean and orderly condition on all areas of the Airport used by Licensee, and keep the same free from litter, debris, refuse, petroleum products or grease that may result from activities of its employees, agents or invitees. Licensee shall remove all oil and grease spillage which is attributable to Licensee's or its Licensee-handled aircraft or other equipment of Licensee on all Airport aircraft operating surfaces and adjacent areas.

Section 3.6 Removal of Disabled Aircraft. Licensee shall use its best efforts to promptly remove any of its or its handled disabled aircraft from any part of the Airport, including without limitation, runways, taxiways, aprons, and ramp areas and shall place any such disabled aircraft only in such storage areas as may be designated by County, and may store such disabled aircraft only for such length of time and upon such conditions as may be established by County. In the event Licensee should fail to remove any of said disabled aircraft promptly in accordance with this section, County may, but shall not be obligated to, cause the removal of such disabled aircraft at Licensee's cost and expense. Licensee hereby releases and shall indemnify and hold harmless County from any and all claims for damage to the disabled aircraft the removal of which is necessitated by Licensee's failure to remove such aircraft promptly or otherwise arising from or in any way connected with such removal by County.

Section 3.7 Taxiway Access. Licensee hereby specifically acknowledges that the taxiways, aprons and other aircraft operating areas at the Airport are stressed for a

maximum gross landed weight. Licensee shall be responsible for all damage or destruction caused by utilization of Airport runways, taxiways and aprons by aircraft operated by Licensee or anyone operating aircraft through the Permitted Access in excess of the aircraft operating areas' maximum gross landed weight.

Section 3.8 Avigation Easement. County reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or Governmental Requirements, including but not limited to FAR Part 77, together with the right to prevent Licensee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport or contiguous to the Airport, including the Designated Premises, which would conflict with such standards and Governmental Requirements. County also reserves for itself, the Board and their licensees an avigation easement in, over and across the air space above the Designated Premises, the Permitted Access and the Airport, and the unrestricted right to subject said premises to such Airport noise, vibration and interference as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities.

Licensee shall waive, remise and release any right or cause of action which Licensee may now have or may have in the future against County on account of or arising out of noise, vibrations, fumes, dust, fuel, particles and other effects that may be caused or may have been caused by the operation of aircraft landing at or taking off from or operating at or on the Airport or in and near the airspace above the Airport. Licensee shall not (a) allow any tree or other vegetation to remain on the Designated Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) use, permit or suffer the use of the Designated Premises in such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (c) permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Designated Premises and at the Airport; or (d) cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended. "Airspace" means for the purposes of this Section, any space above the ground level of the Designated Premises, the Permitted Access and the Airport. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion, which powers said aircraft in flight.

Section 3.9 Security for Permitted Access- Licensee shall establish policies and procedures and shall provide, at its expense, such personnel and equipment as is necessary to control access by persons, vehicles and aircraft to and from the Airport and the Designated Premises through the Permitted Access, as required by County, TSA or the Federal Aviation administration from time to time and at any time during the term of this

agreement. Upon the execution of this agreement, Licensee shall provide County, in writing, its policies and procedures and plan to control said access. Said policies and procedures and Licensee's plan shall be subject to the initial and continuing approval of the County, TSA and the Federal Aviation Administration. Licensee's obligations, as aforereferenced, shall be subject to and included in Licensee's obligations of indemnity under Section 5.1 of this Agreement and said obligations of indemnity shall include any fines, loss, cost damage, and expense incurred by County as a result of Licensee's breach of its obligations under this Section 3.9.

ARTICLE IV Fees and Charges

Section 4.1 Fees and Charges. Licensee shall pay to County, as the same are or may be applicable to Licensee's activities on the Airport, the following fees and charges for the use of the services, licenses, privileges and public use facilities at the Airport as authorized under this Agreement and for and in consideration of the access provided:

- (a) Operation & Maintenance Contribution Fee. Licensee shall pay an annual fee ("O&M Fee") to County for the privilege of accessing the Airport and using the public aircraft facilities thereof. During the first five (5) years of the Term, the annual O&M Fee shall be THIRTY THOUSAND DOLLARS (\$30,000.00). The O&M Fee shall be paid monthly in equal installments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) each. The first installment shall be paid by Licensee on or before the effective date hereof and all subsequent installments shall be paid in advance on or before the first day of the month of each succeeding year of the Term or any extended term hereof.

- (b) O&M Fee for Subsequent Periods. Commencing October 1, 2008 and thereafter on October 1 of each subsequent five (5) year period of the Term (or any Option Term) hereof, the annual Access Fee shall be increased based upon the percentage increase in the Consumer Price Index (All Urban Consumers) ("CPI (U) Index") published by the United States Department of Labor based on the years 1982-84 equaling 100. The annual O&M Fee shall be adjusted to the nearest \$0.001 as set forth in said Index:
 - (i) Effective October 1, 2013, the annual O&M Fee for each year of the next five (5) year period shall be \$30,000.00 plus the percentage increase determined by multiplying \$30,000.00 by the percentage increase in the Index comparing the Index's annual average for the year 2008 to the annual average for year 2012;

 - (ii) Effective on October 1 of each succeeding five (5) year period, the annual O&M Fee for each year of the remaining five (5) year periods or portions thereof of the Term (or any Option Term) shall be adjusted according to the method described in subsection (b)(i) hereof, using the preceding activity

rate and adjusting it according to the percentage increase (average) in the Index as set forth.

- (c) Runway Rehabilitation Fee. In addition to other fees and charges payable under this Agreement, Licensee shall pay to County a "Runway Rehabilitation Fee" representing one-third of the County's estimated local match requirement for the rehabilitation of Runway 17/35 to be completed in 2008. The estimated fee is \$135,197.00 to be paid either in a lump-sum or in 60 equal monthly increments calculated at six (6%) percent simple interest of \$2,614 a month (\$156,840). In the event that Licensee should fail to exercise either of the Option Terms, thereby terminating this Agreement prior to September 30, 2012, Licensee shall pay County the balance of Runway Rehabilitation Fee (the sum which is the difference between the amount of \$156,840 and the amount paid up to the date of termination or expiration) in a one lump sum payment upon invoice from County. Should the actual cost of the rehabilitation result in a higher or lower local match for the County, the parties mutually agree to adjust the fee and terms of payment accordingly. Prior to the twentieth year of the Term, County and Licensee shall negotiate a new Runway Rehabilitation Fee to be payable over the balance of the term of this Agreement. If the parties cannot agree to said fee, either party may terminate this Agreement upon sixty (60) days notice to the other party.
- (d) Other. Licensee shall pay to County such other fees and charges as from time to time may be established and assessed by County as Airport user fees for services or privileges provided to Licensee, its aircraft landings, and Licensee's use of the public use facilities at the Airport. Said fees and charges established by County shall be published in County's schedule of rates, fees and charges, as the same are adopted by the County from time to time.
- (e) Taxes and Assessments - Licensee shall pay all taxes, including any possessory interest tax, sales tax on payments made to the County subject to sales tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the State of Florida, Okaloosa County, or any other municipal corporation or other local government entity having jurisdiction over the Airport, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of Licensee's Permitted Access, Permitted Activities, any rights, privileges or licenses granted under the Agreement, any fees, charges or any other payment required of Licensee under this Agreement, or upon or in respect to any personal property belonging to Licensee, including Licensee's property situated on the Airport or elsewhere. Licensee shall pay any such taxes or assessments without setoff.

Notwithstanding any failure of County to give Licensee notice of any adjusted O&M Fee or other fees due and owing for each year of the five (5) year period of the Term (or any Option Term) under this Agreement, the O&M Fee, and adjusted rates as so determined by County shall go into effect as of the commencement of each five (5) year period of the

Term (or any Option Term) hereof. The O&M Fee for any succeeding five (5) year period shall not be, in any event, less than the O&M Fee established for the preceding five (5) year period. The adjusted O&M Fee so determined shall be payable in the same manner as set forth in this Article.

Section 4.2 License Contingent Upon Payment. The grant by County to Licensee of the Permitted Access to and from the Designated Premises and the Airport and the grant to Licensee of the rights, licenses, uses of facilities, services and privileges at the Airport pursuant to this Agreement, in each case, shall be subject to the timely and complete payment of each and every fee and charge specified in Section 4.1 above plus any other rates, fees and charges required to be paid by Licensee hereunder. All fees or assessments shall be paid without deduction, offset, prior notice, or demand as required pursuant to this agreement.

Section 4.3 Place of Payments. All sums payable by Licensee hereunder shall be delivered to:

Okaloosa County Airports Director
1701 Highway 85 North
Eglin AFB, FL 32542

Section 4.4 Delinquencies. In addition to any remedy available to it hereunder, County may impose as additional fees a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, whichever is lower and allowed by law.

Section 4.5 Contract Security Assurance. In the event that Licensee shall default at any time during the Term and shall fail to cure such default following notice thereof from County within five (5) business days in the case of a monetary default or within thirty (30) days in the case of any other default, then, upon demand therefore by Licensor, Licensee shall obtain and deliver to County a bank irrevocable letter of credit (the "Security Assurance") for the purpose of securing payment of all sums payable annually by Licensee to County hereunder. The Security Assurance shall remain in full force and effect during the Term (including the Option Terms) hereof. The amount, form, and content of the Security Assurance and the identity of the obligor shall be subject to the approval of County. In the event that County and Licensee hereafter agree to any amendment of this Agreement, Licensee shall, if required by the terms of the Security Assurance, obtain the consent of the obligor hereunder, as the case may be, and shall annually adjust the amount of the Security Assurance to reflect a change in the fees or charges payable by Licensee hereunder. The failure of Licensee to furnish the Security Assurance, to adjust the amount thereof, or to obtain the consent as heretofore set forth, shall constitute an event of default under this Agreement.

ARTICLE V
Insurance/Hazardous Substance Compliance and Indemnity

Section 5.1 Indemnity - General. Licensee shall indemnify, protect, and hold County, Board and their trustees, councilors, officers, agents and employees (hereinafter "Indemnatee" or "Indemnitees") completely harmless from and against all liability, losses, suits, claims, judgments, fines or demands resulting from an occurrence during the Term (including any Option Term) of this Agreement (hereinafter "Claim" or "Claims") and arising from (a) any condition on the Airport during the Term or any extended term of this Agreement and not existing as of the time of execution hereof, (b) any breach or default on the part of Licensee in the performance of any of its obligations under this Agreement, (c) any fault or act of negligence of Licensee or its agents, contractor, servants, employees, or invitees, or (d) injury or death of any person or loss of or damage to any property resulting from Licensee's use of the Airport or from the conduct of Licensee's business or from any activity, work, or thing done, permitted or suffered by Licensee, its employees, agents, contractors, or invitees in or about the Airport. The foregoing indemnification shall not apply to the extent any claim arises out of the sole negligence on the part of an Indemnatee or Indemnitees. The foregoing indemnity is conditioned upon the Indemnatee or Indemnitees providing notice to Licensee within one hundred twenty (120) days after such Indemnatee or Indemnitees receive notice of any such Claim that will fall within the scope of the foregoing indemnity, and cooperating fully with Licensee in the defense or settlement of the Claim. This indemnification shall include all reasonable costs, attorneys' fees and expenses incurred in the defense or settlement of any such Claim (or any action or proceeding brought thereon) by counsel reasonably satisfactory to the Indemnatee or Indemnitees. The provisions of this section shall survive the expiration or early termination of the Agreement.

Nothing contained in this Section 5.1 or Article 5 shall forgive or release Licensee from any liability or obligation it may have or which may accrue to it for acts taken by Licensee prior to the execution and delivery of this Agreement on all or any portion of the Airport or on property not constituting a part of the Airport but resulting in liability arising with respect to the Airport.

Section 5.2 Regulated Substance Compliance and Indemnity. Licensee shall not cause or permit any "Regulated Substance" to be brought upon, generated, stored, or used in or about the Airport by Licensee, its agents, employees, contractors, or invitees (collectively for this Section 5.2 "Licensee"), except such Regulated Substance(s) of the type and quantity as is necessary to Licensee's business and with prior written consent of County, which will not be unreasonably withheld. Any Regulated Substance permitted on the Airport as provided herein, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to Regulated Substance.

Licensee shall not cause or permit, release, discharge, leak, or emit, or permit to be discharged, leaked, released, or emitted, any Regulated Substance in the atmosphere, soil, stone or sewer system, or any body of water, ditch, or stream if that Regulated Substance

(as is reasonably determined by any governmental Board with jurisdiction) does or may pollute or contaminate same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Airport or the Designated Premises or elsewhere, or (b) the condition, use or enjoyment of the Airport or any building, facilities or any other real or personal property. This paragraph is not intended to alter or affect discharges or emissions of Regulated Substances allowed by law or a permit applicable to the discharge or emission.

Licensee shall comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment, to the extent applicable to its activities.

By the end of March each year during the Term or extended term hereof, Licensee shall provide to County a copy of the Tier 11 Emergency and Regulated Chemical Inventory prepared for the Designated Premises or facility pursuant to 40 CFR 370.20 and analogous state and local law covering chemicals present at any time during the previous calendar year at levels that equal or exceed threshold quantities subject to such reporting.

Licensee shall, to the extent practicable and in accordance with direction from a governmental agency with jurisdiction, at Licensee's sole expense, clean-up, remove, and remediate (1) any Regulated Substance in, on, or under the Airport in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all Regulated Substances, in, on, or under the Airport that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order, to the extent that the materials described in (1) and (2) above are released into the environment due to the act or omission during the Term or extended term hereof by Licensee, its agents, employees, invitees or contractors. This obligation does not apply to a release of Regulated substances, pollutants, contaminants, or petroleum products that existed on the Airport prior to the execution of this Agreement.

Section 5.3 Regulated Substances. As used herein, the term "Regulated Substance" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. § 1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 *et seq.*, Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*, or The Clean Air Act(CAA), 42U.S.C.§7401 *et seq.* all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance", "extremely hazardous waste", "RCRA hazardous waste", "waste", or "controlled industrial waste" in the Florida Controlled Industrial Waste

Disposal Act, 63 O.S. §1-2000 *et seq.*; (c) any regulated substance, regulated waste, toxic substance, toxic waste, regulated material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standard of conduct concerning any Regulated, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term "Regulated Substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof; petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticide; ammonium compounds; polychlorobiphenyls; and other regulated chemical products. Licensee hereby fully agrees that it shall be fully liable for all costs and expenses related to Licensee's use, storage, and disposal of any Regulated Substance on the Airport during the Term (including any Option Term) of the Agreement, and Licensee shall give prompt notice to County of any notice of violation or potential violation received from any governmental Board with jurisdiction regarding any law related to such Regulated Substance. Licensee shall defend, indemnify, and hold harmless, County, the and the Board, and their trustees, councilors, officers, agents and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, for bodily injury including death, physical damage or loss of use of property, cleanup activities to the extent required by law, or any violation of applicable law arising out of use, storage, or disposal, or release or threat of release, of Regulated Substances on the Airport during the Term (including any Option Term) of this Agreement, by Licensee, its agents, employees, invitees and contractors. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to County and the Board at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

Section 5.4 Insurance. Licensee shall maintain in full force and effect during the Term (including the Option Terms) hereof Aviation liability or commercial general liability insurance either which shall include premises/operations contractual liability, independent contractors, broad form property damage, and personal injury with any excess liability in umbrella form, in no event less than the sum of Five Million Dollars (\$5,000,000.00) combined single limit. Auto liability, including hired autos and non-owned autos, with any excess liability in umbrella form, in no event less than the sum of Five Million Dollars (\$5,000,000.00) combined single limit. Insurance shall be carried with an insurer qualified and licensed to do business in the State of Florida. Licensee also shall provide worker's compensation and employer's liability insurance as required by law. Concurrent with the execution of this Agreement, Licensee shall provide proof of insurance coverage by providing a certificate of Licensee's insurance coverage as required herein. The certificates of insurance shall provide that (a) insurance coverage shall not be canceled, or materially changed in coverage that adversely affects compliance with the requirements of this Agreement, without at least thirty (30) days prior written notice to County, (b) with regard

to the aviation or commercial general liability insurance policies required hereunder, Okaloosa County, Florida is named as additional insured, (c) to the extent of the indemnity obligations set forth in Sections 5.1 and 5.2, such aviation or commercial general liability policy or policies shall be considered primary as regards any other insurance coverage County may possess, including any self-insured retention or deductible County may have, and any other insurance coverage County, or Board may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in the same manner as though a separate policy had been written for each insured or additional insured; provided, however, nothing contained herein shall act to increase the limits of liability of the insurance company. Any self insured retention, deductibles, and exclusions in coverage in the policies required herein shall be assumed by, for the account of, and at the sole risk of Licensee and, to the extent applicable, shall be paid by Licensee.

If the insurance coverage required herein is canceled, or materially changed such that it adversely affects compliance with the requirements of this Agreement, Licensee shall, within fifteen (15) days of receipt of notice from County, but in no event later than the effective date of cancellation, change or reduction of said coverage, provide to County a certificate showing that insurance coverage has been reinstated or provided through another insurance company in compliance with this section. Upon failure to provide such certificate, without further notice and at its option, County either may, in addition to all its other remedies (a) exercise County's rights as provided in the default provision of this Agreement, or (b) procure insurance coverage at Licensee's expense and charge Licensee an additional fee in an amount equal to the premium plus fifteen percent (15%) to be paid in the month or months the premium or premiums are paid by County whereupon Licensee shall promptly, (within thirty (30) days), reimburse County for such expense.

ARTICLE VI Governmental Requirements

Section 6.1 Governmental Requirements. Licensee shall comply with all Governmental Requirements applicable to Licensee's activities licensed and permitted under this Agreement. Without limiting the generality of the foregoing, Licensee at all times shall use the Airport in strict accordance with all lawful rules, regulations; safety and security plans that may be imposed, prescribed or required by the FAA, TSA or County with respect to the Airport and operations thereof, including but not limited to FAR Parts 77 and TSA 1500 series regulations, and including in all respects requirements of any existing or future U.S. DOT or FAA grant agreement assurances to which this Agreement shall at all times be subordinate. County shall have the right to amend this agreement if any provision is found to be in violation of a grant assurance. Licensee shall procure, and require all its subsidiaries or assignees to procure, from all governmental authorities having jurisdiction over the operation of Licensee hereunder, all licenses, use agreements,

franchises, certificates, permits or other authorizations which may be necessary for the conduct of Licensee's business on the Airport or the Designated Premises. Licensee shall require its guests and invitees and those doing business with it to comply with all Governmental Requirements relating to the conduct and operation of Licensee's business on the Airport or the Designated Premises.

Section 6.2 No Liability for Exercise of Powers. Neither the County nor its governing Board shall be liable to Licensee for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to County in this Agreement. County specifically reserves the right to develop, improve, expand or rehabilitate the Airport without any interferences, or hindrance from or liability to Licensee.

Section 6.3 Nondiscrimination.

- (a) Licensee agrees that in the operation of its Permitted Activity and its use of the Designated Premises, Permitted Access or 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 public.
- (b) Licensee, for itself, its successors in interest and assigns, as a part of the consideration therefore, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the Designated Premises, Permitted Access or the Airport 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, Licensee 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.
- (c) Licensee, for itself, its successors in interest and assigns, as a part of the consideration therefore, does hereby covenant and agree, as a covenant running with the land, 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 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) The Permitted Access and the Designated Premises will be operated 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.
- (d) Licensee 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. Licensee 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. Licensee assures that it will require that its covered suborganizations to provide assurances to Licensee 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.
- (e) 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 Permitted Access and the facilities thereon, 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 7.01(g) of this Agreement.
- (f) Licensee 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.

Section 6.4 ADA Compliance. Licensee shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans With Disabilities Act. Any costs of such compliance shall be the sole responsibility of Licensee.

Section 6.5 Taxes and Other Governmental Charges. Licensee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time lawfully may be assessed or levied against or with respect to Licensee's Permitted Access or the improvements, machinery, equipment or other property used upon the Airport, including any ad valorem or personal property tax that may be assessed against any access pr license interest created by this Agreement. In good faith and with due diligence, Licensee may contest any such taxes or governmental charges.

ARTICLE VII
Events of Default

Section 7.1 Events of Default Defined. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

- (a) Licensee shall fail to pay when due and owing any fees or charges payable hereunder and such nonpayment shall continue unpaid for ten (10) days after written notice thereof by County;
- (b) Licensee shall file a petition requesting relief or institute a proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency; or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against Licensee and continued for ninety (90) days; or a receiver of all or substantially all of the property of Licensee shall be appointed and the receiver shall not be dismissed for sixty (60) days; or the Licensee shall make any assignment for the benefit of the Licensee's creditors;
- (c) Licensee shall fail to comply with the insurance requirements imposed in Section 5.4 hereunder;
- (d) Licensee shall breach any term, provision, condition, covenant or obligations under this or any other agreement at the Airport or for Designated Premises contiguous to the Airport to which Licensee and County are parties;
- (e) Licensee shall fail to comply with the Security Assurance requirements under Section 4.5 hereof.
- (f) Licensee shall fail to comply with any of its security obligations with respect to the Permitted Access or Designated Premises;
- (g) Licensee shall be acquired or cease to exist as the same business entity as it existed at the execution date hereof;
- (h) FAA or TSA shall notify Licensee or County that use of the Permitted Access does not meet with current security requirements or directives of FAA or TSA.
- (i) Licensee shall breach or fail to observe or perform any other term, provision, condition, covenant or any other of its obligations hereunder, and such failure or event of default shall continue unremedied or cured for thirty (30) days after County shall have given to Licensee written notice specifying such default. Provided, County may grant Licensee such additional time as is reasonably required to correct any such default if Licensee has instituted corrective action and is diligently pursuing the same.

Section 7.2 Remedies Upon Licensee's Default. Whenever an event of default of Licensee shall occur, County may pursue any available right or remedy at law or equity. In addition to any other available rights or remedies, County may terminate this Agreement without delivery of notice to Licensee and immediately close the Permitted Access between the Airport and the Designated Premises. In the alternative, and at its exclusive option, County may deliver to Licensee written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, Licensee's license to engage in the Permitted Activity on the Designated Premises through the Permitted Access and in conjunction therewith use of the public aircraft facilities of the Airport shall immediately cease. Upon termination of this Agreement, Licensee shall be liable for payment of all sums due to County accrued through the date of termination.

Section 7.3 Nonwaiver. Neither the waiver by County of any breach of Licensee of any provision hereof nor any forbearance by County to seek a remedy for any such breach shall operate as a waiver of any other breach by Licensee.

Section 7.4 Event of Default by County, Licensee's Remedies. County shall not be in default in the performance of any of its obligations hereunder until County shall have failed to perform such obligations for thirty (30) days or such additional time as reasonably is required to correct any such nonperformance, after notice by Licensee to County specifying wherein County has failed to perform any such obligations. Neither the occurrence nor existence of any default by County shall relieve Licensee of its obligation hereunder to pay fees and charges hereunder. Any other provision of this Agreement notwithstanding, Licensee's sole remedy for default by County hereunder shall be to institute such action against County as Licensee may deem necessary to compel performance.

ARTICLE VIII

Transfer of Interests

Section 8.1 Assignments by County. County may transfer or assign this Agreement to any other successor in interest to whom the Airport may be sold, leased or assigned; however, the successor in interest shall execute and deliver to County, with a copy to Licensee, an instrument assuming the obligations of County under this Agreement.

Section 8.2 Assigning, Subletting and Encumbering. Licensee shall not assign this Agreement in whole or in part, nor assign or sublease all or any part of the Designated Premises or the Permitted Access, nor permit other persons to use or occupy the Designated Premises, Permitted Access or any part thereof, or grant any license or concession for all or any part of the Designated Premises, Permitted Access or the Airport, without the prior written consent of County. Any consent by County to an assignment or subletting or any other occupancy or use, in whole or in part, of the Designated Premises or the Permitted Access of this Agreement shall not constitute a waiver of the necessity of obtaining consent as to any subsequent assignment, sublease, use or transfer of interest.

Any assignment for the benefit of Licensee's directors or otherwise by operation of law shall not be effective to transfer or assign Licensee's interest under this Agreement unless County shall have first consented thereto in writing. Neither Licensee's interest in this Agreement, nor any estate created hereby in Licensee nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Licensee are transferred, or if any partnership interests of Licensee are transferred, by sale assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of control, assets, value, ownership, or structure of Licensee, same shall be deemed an assignment for the purposes of this Section 8.2 and shall require County's prior consent, and Licensee shall notify County or any such change or proposed change. Licensee shall have the right to assign this License to any parent corporation or affiliate under common control with Licensee or its parent or to any successor corporation by merger or consolidation or as a result of the sale of stock of Licensee or its assets.

ARTICLE IX Miscellaneous

Section 9.1 Corporate Existence. Licensee shall maintain its existence as a corporation and Licensee shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it. However, Licensee may, without violating the prohibition contained in this section, consolidate with or merge into another legal entity, or permit one or more other legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entity and thereafter dissolve, if the survivor or transferee legal entity (a) assumes in writing all of the obligations of Licensee herein, (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Licensee immediately prior to such consolidation, merger, sale or transfer, and (c) is qualified to do business in Florida.

Section 9.2 Notices. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been sufficiently given on the third day following the day on which the same are mailed by registered or certified mail, postage prepaid as follows,

If to County or the Board:

Okaloosa County Airports Director
1701 Highway 85 North
Eglin AFB, FL 32542

and if to Licensee:

L3 Communications Crestview Aerospace
5486 Fairchild Road
Crestview, FL 32539

The County, or Licensee may designate, by notice given hereunder, any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.3 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially affect the rights of either party as set forth herein.

Section 9.4 Entire Agreement, Modification. This Agreement expresses the entire understanding of County and Licensee concerning the Airport and all agreements of County and Licensee with each other concerning the subject matter hereof. Neither County nor Licensee has made or shall be bound by any agreement or any representation to the other concerning the Airport or the subject matter hereof which is not set forth expressly in this Agreement. Except as to the parties hereto, this Agreement shall not create any right or beneficial interest in any other party, commercial or business entity. This Agreement may be modified only by a written agreement of subsequent date hereto signed by County and Licensee.

Section 9.5 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.6 Effect of Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 9.7 Descriptive Headings, Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 9.8 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

Section 9.9 Force Majeure. Neither County nor Licensee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages or material, acts of God, acts of the public enemy, acts of superior governmental Board, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Licensee to pay the rentals, fees and other charges required hereunder.

Section 9.10 Construction of Agreement. This Agreement and each provision and covenant hereof shall constitute both a contract and a license by and between the parties hereto.

Section 9.11 Consent Not Unreasonably Withheld. Whenever it is provided herein that the consent of County or Licensee is required, such consent shall not be unreasonably withheld, conditioned or delayed. This provision shall not apply to the County for any consent requested by Licensee under Section 8.2 or any consent by Licensee to change the description of the Designated Premises or the definition of the Permitted Access or Permitted Activity under this Agreement. County's right to approve or disapprove any of the aforementioned requests shall be absolute and within its sole discretion.

Section 9.12 Non-Liability of Individuals/Public Officials. Neither County, or any councilor, trustee, agent, representative, officer, or employee thereof, shall be charged personally by the Licensee with any liability, or be held liable to the Licensee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, attempted or alleged, thereof, it being understood that in such matters they act only as agents or representatives of County.

Section 9.13 Recovery of Attorney's Fees and Costs. If County shall bring any legal or equitable action against Licensee and County shall be adjudged the prevailing party, Licensee shall pay the reasonable attorney's fee and costs incurred by County in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 9.14 Binding Effect. This Agreement shall inure only to the benefit of and shall be binding upon County, Licensee and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 10th day of June, 2008.

OKALOOSA County

(Affix County Seal)

James Campbell
By:

James Campbell, Chairman
Address: 101 E. James Lee Blvd.
Crestview, FL 32436



ATTEST:

Gary J. Stanford
Gary J. Stanford, Deputy Clerk
Address: Okaloosa County Clerk of Courts
302 N. Wilson St. (Ste 203)
Crestview, FL 32536

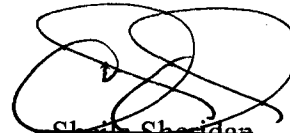
LEGAL FORM APPROVED:

By: John Dowd
John Dowd, Esquire
County Attorney

**L3 COMMUNICATIONS
CRESTVIEW AEROSPACE
CORPORATION**

(Affix Corporate Seal)

By:



~~Sheila Sheridan~~

5/19/2008

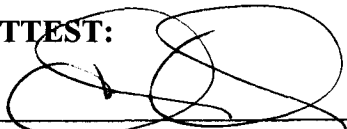
Christopher C. Cambria

Title: ~~Vice President~~

~~ST.~~ Vice President

600 Third Avenue, New York, NY 10016

ATTEST:



5/19/2008

Secretary

Christopher C. Cambria

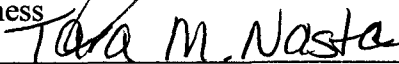
Print Name

600 Third Avenue, New York, NY 10016

Print Address

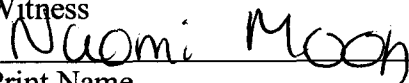
Signed, sealed, and delivered in the presence of:

Witness



Print Name

Witness



Print Name

ATTACHMENT A

**COUNTY OF OKALOOSA
AIRPORT ACCESS AND LICENSE AGREEMENT
BOB SIKES AIRPORT**

PERMITTED ACTIVITY

Licensee shall use the Permitted Access and the rights, privileges and licenses granted under this Agreement and the public use facilities of the Airport solely for the Permitted Activity of performing airframe and avionics repairs, rehabilitation and modifications to military aircraft or aircraft of others utilized in military contract services on the Designated Premises and for no other purpose whatsoever.

ATTACHMENT B

**COUNTY OF OKALOOSA
AIRPORT ACCESS AND LICENSE AGREEMENT
BOB SIKES AIRPORT**

RATES, FEES AND CHARGES

Annual Payment

O&M Contribution Fee

\$30,000

Runway Rehabilitation Fee established at
\$135,197 to be paid in monthly installments
over 5 years at 6 percent annual interest.

\$31,368