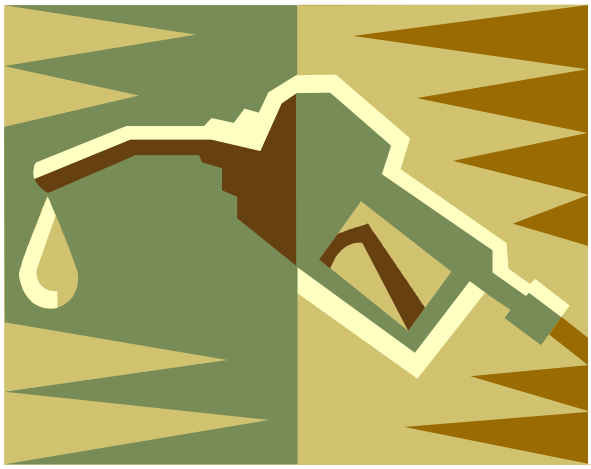
Self Service Fueling

Policy 06-01



St. Augustine Airport Authority

Section 1. GENERAL

1.1 Policy Purpose

The purpose of this policy is to provide guidance and regulation to staff and the public relative to fuel servicing of personal and corporately owned aircraft at the St. Augustine Airport. Consistent with federal guidance contained in FAA Order 6180.6A, it is the expressed intent of the Authority to allow, where possible, the operation of self-service fueling subject to the limitations and obligations contained herein and in other Authority policy.

1.2 Scope

This document is intended to express Authority policy as it applies to all non-commercial fueling operations including the purchase, storage and placement of fuel by individuals in private and corporate aircraft at the St. Augustine Airport. Unless specifically exempted herein, all self-service fueling operations conducted on the St. Augustine Airport are hereby subject to this policy.

1.3 Definitions

Airport – shall mean the St. Augustine Airport as lawfully owned and operated by the St. Augustine – St. Johns County Airport Authority.

Airport Authority or Authority – shall mean the St. Augustine – St. Johns County Airport Authority as chartered by the State of Florida.

Aircraft – shall mean any heavier than air device designed for movement through the air and otherwise subject to the regulation of the Federal Aviation Administration.

Commercial – shall mean the not-for-profit and for profit operation of a properly established aviation business located at the airport.

Corporate – shall mean the ownership or use in conjunction with others of an aircraft ancillary to a non-aviation business that is not located at the airport.

Fuel – shall mean any product designed for use in the propulsion of an aircraft.

Fuel Farm – shall mean any combination of devices designed for the fixed storage and dispensing of fuel, directly or indirectly, into an aircraft.

Individual – one person ownership of an aircraft as contrasted with clubs, partnerships or corporately owned aircraft.

Mobile Refueler – shall mean any non-fixed device or combination of devices designed for the transport, storage and dispensing of fuel. This shall include everything from gas cans to sophisticated truck or trailer based dispensing units.

Operator – shall mean the owner, developer and user of a self service fuel system. The individual or company shall also be the name lessee relative to the location on the airport where the activity is conducted.

Regulatory Agency – shall mean any entity empowered to interpret and enforce rules, regulations, laws, policies or ordinances on behalf of local, state or federal governments.

Transient – shall mean the non-based or occasional use of the airport by an aircraft operator.

1.4 Enforcement

Failure to comply with Policy, any self fuel agreement, or any standards or regulations may result in immediate closure and the requirement for full and complete remediation and closure of the facility.

Section 2. GENERAL CONDITIONS FOR COMPLIANCE

General

Exclusions Based on Volume –

Volumes Less Than 50 Gallons in a 30-Day Period:

It is not the intent of this policy to regulate beyond the extent currently provided under the safety and storage requirements contained in "Airport Rules and Regulations," for persons or operators who self service fuel quantities of less than fifty (50) gallons per month and the operator is considered non-commercial.

All other portable or permanent fuel systems are deemed covered by this policy.

Limitations on Use –

Aircraft Use Only: All self-service fuel operations shall be for aviation purposes only. No other use of fuel or types of fuel will be permitted.

Propriety Use: All fuel and fuel dispensing equipment covered by this policy shall be for the exclusive use of the operator and shall not be used to dispense fuel to any other party regardless of affiliation or need.

Safety & Training Requirements –

Consistent with the requirements of the Federal Aviation Administration, the Authority and other Regulatory Agencies, all operators of self-service fuel facilities shall:

- be properly trained in the safe handling practices of the appropriate fuel
- have verifiable training records
- be required to make any and all records relative to their self service fuel operation available to any appropriate regulatory agency upon request.

Insurance & Indemnification Requirements –

At all times and its own cost and expense, self-service fuel operator's shall indemnify the Authority and procure and continue in force Pollution Legal Liability Insurance with coverage and minimum limits, and therein naming the Authority as an additional insured, as follows:

- **On-Site Clean-up of New Conditions** - *$1 million per Incident*
- **Third-Party Claims for Bodily Injury and Property Damage** - *$1 million per Incident*
- **Third-Party Clams for Off-Site Clean-up Resulting from New Conditions** - *$1 million per Incident*
- **Third-Party Clams for Off-Site Clean-up for Bodily Injury and Property Damage** -*$1 million per Incident*
- **Third-Party Clams for On-Site Bodily Injury, Property Damage or Clean-up Costs – Non-Owned Locations** - *$1 million per Incident*
- **Third-Party Clams for Off-Site Bodily Injury, Property Damage or Clean-up Costs – Non-Owned Locations -** *$1 million per Incident*
- **Pollution Conditions Resulting form Transported Cargo** - *$1 million per incident*
- **Extended or Umbrella Pollution Spill and Clean-up Liability** - *$50 million aggregate*

Policy Form - Responsible insurance companies, qualified to do business in the State of Florida reasonably acceptable to the Authority, shall issue all insurance required to be carried. Each policy shall name the Authority as an additional insured solely as respects negligence on behalf of the Operator, as their respective interests may appear, and certificates evidencing the existence and amounts of such insurance shall be delivered to the Authority at least ten (10) days prior to facility use. No such policy shall be cancelable except after sixty (60) days prior written notice to the Authority. Operator shall furnish Authority with renewals or "binders" of any such policy at least sixty (60) days prior to the expiration thereof. Operator agrees that if Operator does not take out and maintain such insurance, Authority may (but shall not be required to) procure said insurance on Operator's behalf and charge the Operator the premiums, plus a five percent (5%) handling charge, payable upon demand. Operator shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Operator provided such blanket policies expressly afford coverage to the Premises and to Operator in the amounts set forth herein above.

Disclaimer of Insurance Proceeds - Operator shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Authority.

Personal Guarantee - If Operator is a corporation or other legal entity, the principals or individuals who comprise the entity shall execute a personal guarantee, and unconditionally guarantee the full and prompt obligations of operator under a fuel agreement, and in particular, any and all obligations of operator concerning environmental conditions and remediation and concerning the removal and disposal of any fuel facility, equipment, fuel and related items, and resultant liabilities, including all amounts arising in the future, including any service charges, interest, attorney(s) fees, court and enforcement costs.

Storage Requirements –

No permanent or portable storage system for the purpose of self-service fueling of aircraft shall be permitted closer to 50' from any building structure and shall be in complete compliance with all related local, state and federal rules and regulations; National Fire Protection Association (NFPA) guidelines and standards.

All fuel systems are to be of an approved design by a licensed professional engineer. All designs shall be for "above ground" facilities. No approvals will be granted for buried storage designs, regardless of type.

All components of any permanent or portable storage system shall be required to be within the confines of tenant's leased premises or placed entirely off of airport property. The Authority shall not be required to permit any such facility which would require the lease or use of additional property under the ownership or control of the Authority.

Compliance with Regulatory Agencies –

All fuel systems, whether mobile or fixed, shall be required, at a minimum, to comply with the regulatory and statutory requirements pertaining to such systems. Agencies which may require permitting compliance include:

- St. Johns County
- St. Johns River Water Management District
- Florida Department of Environmental Protection
- Environmental Protection Agency
- Florida Department of Transportation
- Airport Authority

Through-put Requirement and Self-Operate –

To assure that all fuel is properly accounted for and to prevent the inadvertent fueling of an aircraft with improper or substandard fuel, refueling of aircraft directly

from fuel tanker vehicles is prohibited. All aviation fuel must be delivered to a fuel farm facility for proper quality control actions prior to dispensing to aircraft.

All Operators are required to conduct approved operations within the scope of their respective operation once a facility is opened. A self service fuel operator may not use outside service providers or vendors to facilitate the use, operation, storage or handling of fuel on their behalf as a part of compliance with this policy. Due to the highly technical and inherent safety issues, maintenance is permitted to be out-sourced.

Exception – Automotive Fuel intended for use by properly STC authorized aircraft are not required to meet this section. The assumption is made that such motor fuels are only available to the public through retail purchase and have therefore been subject to some level of quality control at the place of purchase.

Fuel Flowage Fees –

The Airport Authority shall assess a fuel flowage fee, currently equating to $0.08 per gallon, on all fuel delivered to the airport for use in aircraft. The appropriate manner and method of collection will be included in all written agreements with the Authority. The Authority reserves the right to periodically adjust the fuel flowage rate as it deems appropriate. Such adjustments in rate shall be unilaterally applied to all self-service fuel operators.

Inspections –

The Authority is required to assure that all provisions of the Florida Department of Environmental Protection and the Environmental Protection Agency are accomplished. These requirements are promulgated through the Authority's:

- Stormwater Pollution Protection Plan; and
- Spill Prevention and Control and Countermeasure Plans

All Authority self-service fuel operators are required to cooperate in the development, amendment, and implementation of these plans as a strict conditions of operation.

Further, the Federal Aviation Administration through FAR Part 139 has placed a requirement on airport operators relative to fueling operations. Fuel system operators of any type are required to be inspected regularly and assure that proper training is afforded to all fuel system operators and their staff. The specific requirements are to be made a part of all written agreements for self-service fuel facilities.

Recordkeeping –

All regulatory agencies affecting the development of fuel systems require that proper and sufficiently detailed records be kept by the operator relative to all deliveries, disposals, dispensing, personnel training and fuel quality control. These requirements are to be a part of all self-service fuel agreements.

Monitoring –

Inventory Monitoring for spill/leak detection is required. Depending on the system design, the specific requirements will vary from daily visual inspections for free product to sophisticated electronic surveillance of inventory levels. Regardless of the method required or employed, the self-service fuel operators are strictly liable for the maintenance of proper inventory records, and prompt attention to discrepancies.

Agreement Required -

All self fuel operators covered by this policy are required to have a written agreement with the Authority. It is understood that all actions, records, violations, and other details of an operator's self-service fueling effort are subject to inspection and review by any official of the Authority or other regulatory agency with jurisdiction.

Portable Fueling Activities

Pre-Approval of Activity Required –

It shall be required of all proposed operators of portable self-service fuel devices that a thorough review of the specifics of the proposed operation be reviewed in advance. The pre-approval process shall culminate in the issuance of a written agreement covering the activity. Such written agreement shall be required prior to the conduct of any portable self-service fueling activity on the airport.

The Authority reserves the right to require any reasonable assurance of satisfactory design, safeguard, preventative measure, or storage plan. Operators are directed to the "Airport Rules and Regulations Policy" as amended from time-to-time for additional compliance requirements related to fueling.

Equipment Standards –

NFPA and ANSI compliant types of devices shall be required of all systems.

Conduct of Activity –

All activities strictly regulated by the Authority as detailed by this and other policies.

No fueling activity or storage shall be conducted in or within 50' of any Authority owned building or structure.

All portable devices shall carry approval labels demonstrating compliance, maintenance and ownership.

Fixed Facility Development Standards

Facility Requirements –

The Authority requires the following in the development of any fixed self-service fuel operation:

- **Maximum Single Tank Size:** *14,000 gallons*
- **Tank Construction:** *Double Walled/Self Contained Spill Prevention*
- **Tank & Equipment Aesthetics:** *Must Be Painted and Maintained*
- **Pumping Equipment:** *NFPA, ANSI, Appropriate*
- **Electrical:** *UL, NEC and Code Compliant*
- **Dispensing:** *Flowage Meter Required, Electrically Dispensed*
- **Containment:** *All Fixed Systems Require Concrete Dyke System, May Not Exceed 15" in Height Above Ground Level*
- **Drainage:** *System for Rainwater Elimination without Fuel Venting*
- **Oil/Water Separation:** *Required on All System*
- **Fencing:** *Minimum 6' Height Security Fencing Containing All Equipment, Perimeter Warning Signs*
- **Lighting:** *Facility Must Be Adequately Lighted form Security*
- **Landscaping:** *Shrubbery or Hedging to Obscure at least 50% of Facility Perimeter*
- **Signage:** *A minimum of 2 prominently displayed signs mounted on the fencing, identifying the facility as that of the operator and not the Airport and providing contact information for the operator in case of emergency.*

The Authority reserves the right to require any reasonable assurance of satisfactory design, safeguard, preventative measure, or storage plan. Operators are directed to the "Airport Rules and Regulations Policy" for additional compliance requirements related to fueling.

Permit and Design Reviews –

Preliminary Efforts - It shall be required of all proposed operators of fixed self-service fuel facilities that a thorough review of the specifics of the proposed operation be reviewed in advance of any related substantial activity. Pre-approvals shall culminate in the issuance of a written agreement covering the activity. Such written agreement shall be required prior to the conduct of any formal design, permitting, construction or operational activity related to fueling.

Design and Permitting – A formal review of final plans for compliance with Airport and other Regulatory Agencies shall be required. All required permits shall be submitted for review by the Authority prior to the commencement of construction work. All Permits will be reviewed for sufficiency.

Interface with Airfield Development –

All proposed locations shall meet the following requirements:

- Facility Located Entirely on Existing Leasehold
- No Additional Property Will Be Leased for Fuel System Development
- Location must be Field Confirmed on Leasehold
- Facility Cannot Encroach on, or Interfere with, Adjoining Property Uses

Coordination of Construction Activity –

All Airside Construction activity shall require proper coordination with the Authority. Access to construction sites shall be made using only the affected leasehold. All Airside activity will require monitoring and coordination, including crane and hauling activities, etc…

Facility Acceptance –

Closeout compliance and release approvals and use permits shall be required before release-to-service by the Authority.

A written operating agreement shall be required with the Authority prior to any use by the Operator. All insurance, environmental and code compliance documentation shall be required prior to facility start-up.

A set of "As-Built" drawings complying with Florida Statutes shall be furnished to the Authority upon facility acceptance.

Certifications –

Certifications, Evidence of Insurance, documented procedures and other compliance matters must be certified in writing to the Authority at project conclusion and maintained throughout the life of the facility.

It shall be the operator's obligation to completely remove and restore any self-service fuel system at either the termination of the agreement or expiration of an underlying lease agreement. Such requirement shall be at the sole discretion of the Authority.

Section 3. POLICY IMPLEMENTATION

3.1 Delegation of Responsibility

The Authority herein delegates the implementation and enforcement of this policy to the Executive Director, subject only to the right of repeal contained herein.

3.2 Enforcement

Failure to comply with this policy, related agreements and development standards may result in immediate closure and requirement for immediate remediation and restoration of a facility. Revocation or suspension of privileges may result or depending on the severity of infractions, a requirement for additional training, etc… may be imposed on the operator. All cost associated with enforcing this policy shall become reimbursable by the operator.

3.3 Cost of Compliance

All costs required to comply with this policy shall be that of the operator. At no time shall the Authority be liable for any expense associated with a self-service fuel operation, its maintenance, recordkeeping, compliance, remediation, enforcement, or closure.

3.4 Appeal to Authority

To provide a uniform method of appeal for any aggrieved party relative to administrative decisions pursuant to this policy, the following procedure is established:

- An adversely affected person or entity of any final decision of the Executive Director, or his designee, may request to be heard as an agenda item before the Authority by submitting a **Written Appeal Statement** within thirty (30) days of the Executive Director's decision.

- The **Written Appeal Statement** shall set forth the following: the background facts, issue in dispute or nature of the dispute, the decision of the Executive Director, the date of the Executive Director's decision, the relief requested, and the facts and circumstances warranting the relief requested and/or supporting a reversal of the Executive Director's decision. Every **Written Appeal Statement** shall include as attachments any and all documents (i.e., letters, contracts, etc.) related to the matter to be appealed.

- Upon receipt of a completed **Written Appeal Statement** the Executive Director shall add the issue to the next reasonably available Authority regular meeting. Should any **Written Appeal Statement** be incomplete, the Executive Director shall notify the appellant in writing.

- At a regular meeting of the Authority whereupon a **Written Appeal Statement** is an agenda item, the Authority shall first review the **Written Appeal Statement** and determine whether to hear the appeal. If there is no affirmative vote to hear the appeal, the appeal and **Written Appeal Statement** shall be deemed denied and the decision of the Executive Director shall stand. Should the Authority hear an appeal, the Authority shall retain all rights to grant or deny any appeal even after hearing further evidence or argument in support of the appeal.

APPENDIX 1 "Sample Agreement"

LEASE AMENDMENT

THIS LEASE AMENDMENT made this _____ day of _____, 2006, between **ST. AUGUSTINE-ST. JOHNS COUNTY AIRPORT AUTHORITY**, a political subdivision of the State of Florida, whose principal address is 4796 U. S. 1 North, St. Augustine, Florida 32095 (hereinafter referred to as "Landlord") and_____**,** whose principal address is_____, St. Augustine, Florida 32095 (hereinafter referred to as "Tenant").

R E C I T A L S:

A. Landlord is the owner of certain real property located in St. Johns County, State of Florida and more particularly described in Exhibit "A" of the specific lease and operating agreement between the parties dated _____and incorporated by reference herein and also formally known as the "Hangar Agreement" (hereinafter referred to as the "Lease").

B. Tenant has constructed a fuel storage, holding and distribution facility on the Land (the "Improvements") and desires to use such Improvements for the self-fuel of ____aircraft owned in majority or exclusively operated by the Tenant on the terms contained in this Lease Amendment.

NOW THEREFORE, the parties hereto hereby covenant and agree to amend and otherwise modify the Lease dated_____, as follows:

1. **TERM.** The term of this Lease Amendment (the "Amendment") shall begin with its execution and shall expire concurrent with that of the Lease.

2. **FLOWAGE FEES.** For the privileges contained herein, Tenant shall pay unto Landlord a fuel flowage fee of eight cents ($0.08) per gallon of fuel delivered to Tenant (the "Fuel Flowage Fee"), which said amount shall be paid monthly together with the Base Rent. With each monthly payment, Tenant shall submit to Landlord documentation of the total amount of gallons of fuel delivered to Tenant for that month. The Fuel Flowage Fee shall be subject to adjustment not more than once per year to assure consistency with the rate assessed to all other tenants subject to such fees.

3. **USE OF DEMISED PREMISES.** The Demised Premises are approved for Tenant use only as a self-service fuel facility in accordance with the Airport's Self Service Fuel Policy, as amended from time-totime, including fuel storage, holding and distribution (a "Fuel Farm"), as depicted in the attached Exhibit "A." The Fuel Farm shall be used solely in conjunction with Tenant's delivery of fuel solely to jet aircraft owned in majority or exclusively operated by Tenant in connection with its commercial Aircraft Charter operation. Tenant shall not use or suffer to be

used the Demised Premises or any portion thereof for any other purpose or purposes, including the delivery of fuel into any other aircraft, regardless of purpose or method, without Landlord's prior written consent, which consent maybe withheld in the Landlord's sole and absolute discretion.

4. **HAZARDOUS SUBSTANCES.**

A. Restriction on Use. Although the Land and Improvements will be used by the Tenant as a Fuel Farm to serve as a fuel storage facility in conjunction with Tenant's delivery of fuel to itself, Tenant shall not use or permit the use of the Land or the Improvements for the generation, storage, treatment, use, transportation, handling or disposal of any Hazardous Substance (defined hereafter), except in compliance with Environmental Laws (defined hereafter); and no such Hazardous Substance shall be brought unto the Land or stored in the Improvements without the Landlord's express written approval (any and all categories or types of fuel shall be specifically approved in writing by Landlord). A violation of this Paragraph shall entitle Landlord to immediately terminate this Lease without any additional notice to Tenant.

B. Hazardous Substance is defined as any substance, material or waste which is or may be toxic, harmful or hazardous to humans or the environment, including but not limited to those materials, substances or wastes designated as toxic or hazardous by federal, state, regional or local statues, ordinances, rules, regulations and orders (collectively the "Environmental Laws"): such Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et. seq. the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et. seq.; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 et. seq.; the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. §1251 et. seq.; Federal Water Pollution Control Act ("FWPCA"), Title 40, CFR, Part 112 (40 CFR 112); and Chapters 376 and 403, Florida Statutes.

C. Notice and Remediation Requirement. Tenant agrees that it will at all times observe and abide by all Environmental Laws and will promptly notify Landlord of any of the following: (a) the receipt of any warning notice, notice of violation, complaint or other written correspondence or documents ("Notice") received from any governmental agency or third party relating to compliance with Environmental Laws ("Environmental Compliance"); and (b) any spill, escape, discharge, or other release of Hazardous Substances ("Release") on the Demised Premises or from the Land or Improvements. Tenant shall carry out, at its sole cost and expense, any response, assessment, removal, investigation, remediation or other actions required by Environmental Laws (the "Remediation") (regardless of whether the Release extends beyond the boundary of the Demised Premises) required as a result of a Release by Tenant or by Tenant's agents, employees, contractors or invitees, from the Land or Improvements. Notwithstanding the foregoing, the Tenant shall have the right to bring on to the Demised Premises reasonable amounts of normal household cleaning materials and the like necessary for the operation of the Tenant's business, but Tenant's liability with respect to such materials shall be as set forth in this Paragraph.

D. Landlord's Right to Act. Should Tenant fail to promptly undertake sufficient Remediation in response to any Release or should any Notice threaten the continued operation of the Airport, Landlord may but is not required to, in its sole and absolute discretion, enter upon the Demised Premises and perform any Remediation where such failure shall continue for a period of fifteen (15) days after Tenant's receipt of written notice thereof by Landlord to Tenant. Any and all expenses incurred by Landlord related to its Remediation efforts shall become additional rent and shall be immediately due and payable by Tenant.

E. Indemnification. Tenant agrees to defend (with counsel approved by the landlord, such approval not being unreasonably withheld), indemnify and save the Landlord harmless from all liability, costs and claims, including attorneys' fees, resulting from any Release, violation of Environmental Laws, failure to properly perform Remediation or environmental contamination at the Demised Premises, on the Land or related to the Improvements caused by Tenant or its agents, contractors, employees or invitees, including but not limited to the cost of Remediation, defense of any action for any Notice, violation of the Environmental Laws or violation or failure to comply with the provisions of Paragraph 5.

F. Survival. The provisions of this Hazardous Substances Paragraph shall survive any termination of this Lease.

5. **MAINTENANCE AND REPAIRS.**

A. Tenant shall additionally bear all responsibility for the repair and maintenance of all facilities facilitated by this Amendment. In addition, the parties hereby acknowledge that notwithstanding anything contained herein to the contrary, Tenants obligations with regard to maintenance as defined in the Base Lease Agreement are to remain fully in force.

6. **INSURANCE.**

A. In Addition to the Insurance Requirements of Base Lease Agreement – Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force Pollution Legal Liability Insurance with coverage and minimum limits, and therein naming the Landlord as an additional insured, as follows:

(1) On-Site Clean-up of New Conditions - $1 million per Incident

(2) Third-Party Claims for Bodily Injury and Property Damage - $1 million per Incident

(3) Third-Party Clams for Off-Site Clean-up Resulting from New Conditions - $1 million per Incident

(4) Third-Party Clams for Off-Site Clean-up for Bodily Injury and Property Damage -$1 million per Incident

(5) Third-Party Clams for On-Site Bodily Injury, Property Damage or Clean-up Costs – Non-Owned Locations - $1 million per Incident

(6) Third-Party Clams for Off-Site Bodily Injury, Property Damage or Clean-up Costs – Non-Owned Locations - $1 million per Incident

(7) Pollution Conditions Resulting form Transported Cargo - $1 million per incident

(8) Extended or Umbrella Pollution Spill and Clean-up Liability - $50 million aggregate

B. Policy Form. Responsible insurance companies, qualified to do business in the State of Florida reasonably acceptable to Landlord, shall issue all insurance required to be carried by Tenant hereunder. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured solely as respects negligence on behalf of Tenant, as their respective interests may appear, and certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Premises. No such policy shall be cancelable except after ten (10) days prior written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums, plus a five percent (5%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant provided such blanket policies expressly afford coverage to the Premises and to Tenant as required by this Lease.

C. Disclaimer of Insurance Proceeds. Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord hereunder.

7. **REMOVAL AT LEASE TERM AND ADDITIONAL ASSURANCE.**

A. Removal of Fuel Farm. In Landlord's sole and absolute discretion, Tenant shall remove the Fuel Farm at the end of the Lease. Tenant shall begin the removal of the Fuel Farm at least ninety (90) days prior to the expiration of the Lease and said Fuel Farm shall be completely removed upon the expiration of the Lease unless Landlord exercises its option to retain the Fuel Farm as an improvement to the real property. Should Tenant default under the Lease or otherwise terminate this Lease, Tenant shall immediately cause the Fuel Farm to be removed. The removal of the Fuel Farm shall be conducted in accordance with all rules, regulations, ordinances, and laws, whether local, state or federal.

B. Phase II Investigation. Tenant shall cause to be performed a Phase II Environmental Investigation upon removal of the Fuel Farm. Should the Phase II Investigation reveal any contamination or hazardous substance, Tenant shall remove the same in accordance with this Amendment.

8. **MISCELLANEOUS.** Tenant acknowledges, understands and agrees to complete compliance with the Landlord's "Stormwater Pollution Prevention Plan" and "Spill Prevention Control and Countermeasures Plan" and, as may from time-to-time be amended or updated.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Amendment as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

"Landlord"
ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY

Name:_____

Name: Edward R. Wuellner, A.A.E.
Executive Director

Name:_____

Address: 4796 U.S. 1 North
St. Augustine, FL 32095

"Tenant"

_____

_____
Name:_____

_____
Name:

_____
Name:_____

Address: _____

CONTINUING PERSONAL GUARANTEE

The undersigned hereby unconditionally guarantee(s) the full and prompt obligations of Tenant under this Lease Amendment, and in particular, any and all obligations of Tenant concerning environmental conditions and remediation and concerning the removal and disposal of any fuel facility, equipment, fuel and related items, and resultant liabilities, including all amounts arising in the future, including any service charges, interest, attorney(s) fees, court and enforcement costs. The undersigned also agrees to be personally and unconditionally bound by all terms of this Lease Amendment. This guarantee will continue in full force and effect until all obligations of Tenant under the Lease Amendment have been met, satisfied, and completed.

_____

_____
Name:_____

_____
Name:

_____
Name:_____

Address: _____