

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/30/96

Contract/Lease Control #: C96-0008-ESI-01

Bid #: N/A Contract/Lease Type: MOU

Award To/Lessee: 40TH FLT TEST SQD, EGLIN AFB

Lessor: _____

Effective Date: 1/30/96

Term: INDEFINITE

Description of Contract/Lease: MEDICAL AIR EVAC SUPPORT

Department Manager: EMS

Department Monitor: D. VALLANI

Monitor's Telephone #: 651-7155

Monitor's FAX #: 651-7170

Date Closed: _____

AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.


Producer: AIR-SUR, INC. TOM COUGHLIN AGENCY, 141 SAGE BRUSH TRAIL, SUITE ORMOND BEACH, FL 32174	Named Insured: SUNSHINE AERO INDUSTRIES, INC. AND AS ENDORSED 3164 AIRPORT ROAD CRESTVIEW, FL 32539-7110
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General Liability		
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number: AP 003383199-20		
Policy Effective Date: August 31, 2014		Policy Expiration Date: August 31, 2015
Limits of Insurance	\$ 10,000,000.	Each Occurrence Limit
	\$ 500,000.	Damage To Premises Rented To You Limit (any one premises)
	\$ 25,000.	Medical Expense Limit (any one person)
	\$ 10,000,000.	Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE	General Aggregate Limit
	\$ 10,000,000.	Products/Completed Operations Aggregate Limit
		Hangarkeepers Limit
	\$ 10,000,000.	Each Aircraft Limit
	\$ 10,000,000.	Each Loss Limit
\$ 5,000.	Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location		

Description of Operations/Locations/Endorsements/Special Provisions
AS PER ATTACHED CGL1033, CGL193 AND CGL232.

Additional Insured Status	Yes
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.	

Cancellation
In the event of cancellation of any policy described above, the insurer will attempt to mail 30 days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS OKALOOSA COUNTY AIRPORTS DIRECTORS 602 - C PEARL STREET, CRESTVIEW, FL 32536	Certificate No. 6
Authorized Representative: 	August 18, 2014 RRJ Date of Issue

CGL309 (3/05)

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0008

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This policy is amended as follows:

Only to the extent as stated within a written contract between the Named Insured and party(ies) as stated in the Schedule, coverage hereunder is primary and non-contributory with any insurance, co-insurance, or self insurance maintained by those party(ies):

SCHEDULE

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY AIRPORTS DIRECTORS
602 - C PEARL STREET
CRESTVIEW, FL 32536

All other provisions of this policy remain the same.

This endorsement becomes effective August 31, 2014 to be attached to and hereby made a part of
Policy No. AP 003383199-20 issued to SUNSHINE AERO INDUSTRIES, INC.

AND AS ENDORSED

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. TBD

Date of Issue August 18, 2014 RRJ

By 
(Authorized Representative)

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured):

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY AIRPORTS DIRECTORS
602 - C PEARL STREET
CRESTVIEW, FL 32536

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other provisions of this policy remain the same.

This endorsement becomes effective August 31, 2014 to be attached to and hereby made a part of Policy No. AP 003383199-20 issued to SUNSHINE AERO INDUSTRIES, INC.

AND AS ENDORSED

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. TBD

Date of Issue August 18, 2014 RRJ

By  (Authorized Representative)

CGL193 (3/05)

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY AIRPORTS DIRECTORS
602 - C PEARL STREET
CRESTVIEW, FL 32536

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other provisions of this policy remain the same.

This endorsement becomes effective August 31, 2014 to be attached to and hereby made a part of Policy No. AP 003383199-20 issued to SUNSHINE AERO INDUSTRIES, INC.
AND AS ENDORSED

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. TBD

Date of Issue August 18, 2014 RRJ

By 
(Authorized Representative)

CGL232 (3/05)

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AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: OKALOOSA COUNTY BOARD OF COUNTY COMMISIONERS
OKALOOSA COUNTY AIRPORTS DIRECTORS
602 - C PEARL STREET
CRESTVIEW, FL 32536

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAS/HAVE BEEN ISSUED TO:
SUNSHINE AERO INDUSTRIES, INC.
3164 AIRPORT ROAD
CRESTVIEW, FL 32539-7110


AIRCRAFT POLICY NO. AV 003383198-20
POLICY PERIOD: From August 31, 2014 to August 31, 2015
INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

LIABILITY COVERAGES				LIMITS OF LIABILITY		
				EACH PERSON	EACH OCCURRENCE	
Bodily Injury Excluding Passengers				\$ _____	\$ _____	
Property Damage				\$ <u>XXXX</u>	\$ _____	
Passenger Bodily Injury				\$ _____	\$ _____	
Single Limit -- IN cluding Passengers , With Passenger Liability Limited To				\$ <u>XXXX</u>	\$ <u>SEE ATTACHED</u>	
				\$ <u>NOT APPLICABLE</u>	\$ <u>XXXX</u>	
PHYSICAL DAMAGE COVERAGE:				PHYSICAL	DEDUCTIBLES: IN-MOTION	
REGISTRATION NUMBER	MAKE AND MODEL	YEAR	INSURED VALUE	DAMAGE COV.	NOT IN-MOTION	INGESTION MOORING
SEE ATTACHED FORM			\$ _____	\$ _____	\$ _____	\$ _____
CAV30-SCH-V2 (4-10)			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____	\$ _____

PHYSICAL DAMAGE Coverage Identified F. Ground & Flight G. Not In Flight H. Not In Motion

OTHER COVERAGES/CONDITIONS/REMARKS

A certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. A certificate of insurance does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced therein.
 If the policy referenced above is cancelled before the expiration date, notice of cancellation shall be provided to the certificate holder if such notice of cancellation has been included within this policy and/or endorsements attached thereto.

Certificate No. 9
 Date of Issue August 18, 2014 RRJ By 
 CAV30 (06/12) (Authorized Representative)

0008

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE 40TH FLIGHT TEST SQUADRON, UNITED STATES AIR FORCE, AND THE
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

1. PURPOSE. This Memorandum of Understanding (MOU) sets forth procedures for medical air evacuation support by the 40th Flight Test Squadron (FTS) to Okaloosa County Emergency Medical Services.

2. SITUATION.

a. Hurricane Opal caused severe damage to the road network in Okaloosa County, effectively isolating the Destin area from the initial trauma receiving facility in Ft. Walton Beach. This caused delays in the transport of the critically ill and injured, which placed a strain on the logistical capabilities of the Okaloosa EMS. Therefore it is necessary for the Okaloosa County Board of County Commissioners to seek additional methods of emergency patient transport during disaster.

b. Civilian air medical evacuation support is currently provided by Baptist Hospital Lifeflight out of Pensacola, Florida. This service covers the area of Baldwin County, AL to Walton County, FL, and is not available to our area if weather conditions in Pensacola, or calls for service elsewhere, prevent it from supporting Okaloosa County.

3. AGREEMENT. The 40th Flight Test Squadron agrees to assist Okaloosa County Emergency Medical Services in the protection of life by providing medical air evacuation during times of disaster. It is understood, by both parties, that this support will be provided as a back-up to the primary civilian provider, Baptist Hospital Lifeflight. The Okaloosa County Board of County Commissioners agrees to pay the 40th Flight Test Squadron for this service at the standard Dept. of Defense rate then in effect.

4. PROCEDURES.

a. The 40th Flight Test Squadron will provide medical air evacuation back-up support during the hours 8:00 a.m. to 5:00 p.m., Monday thru Friday.

b. The 40th Flight Test Squadron helicopters will be based at Eglin Air Force Base and will respond, if available, to pre-designated landing zones upon request of the Okaloosa County Emergency Medical Services.

(1) Helicopter availability is not guaranteed and will be determined by the 40 FTS based upon other mission requirements, weather conditions, maintenance actions and aircrew availability.

(2) The 40th Flight Test Squadron will provide a telephone number and name of a point-of-contact for requesting these missions and for resolving any operational problems.

c. The Destin landing zone will be the Destin Airport. The Ft. Walton Beach landing zone will be the heli-pad at Ft. Walton Beach Medical Center (for UH-1 or smaller aircraft). The Okaloosa Island landing zone will be the parking lot adjacent to the amusement park (roller coaster) near the intersection of US Hwy 98 and Santa Rosa Blvd. Other landing zones in Okaloosa County will be utilized according to mission requirements.

d. Okaloosa County will provide the 40th Flight Test Squadron with an EMS handheld radio and charger to facilitate communications between air and ground units.

e. All medical operations and equipment will be the responsibility of Okaloosa County. All flight operations and equipment will be the responsibility of the 40th Flight Test Squadron. Okaloosa County will send, at a minimum, one Paramedic with all patients during the flight to a medical receiving center. If patient condition requires, an additional Okaloosa County Paramedic or Emergency Medical Technician will accompany the patient on board the helicopter.

f. Okaloosa County Emergency Medical Services will arrange for fire department support of helicopter landings in civilian areas.

g. The 40th Flight Test Squadron will invoice Okaloosa County Emergency Medical Services at the end of the support operation at the following address:

Okaloosa EMS 1250 North Eglin Pkwy Shalimar, Florida 32579.

The invoice shall list the dates and times of all medical evacuation flights.

h. The 40th Flight Test Squadron will establish necessary safety procedures to be followed by Okaloosa County Emergency Medical Services, and will provide such safety rules in writing.

5. RELEASE AND INDEMNIFICATION AGREEMENT.

Okaloosa County does hereby agree to indemnify and hold the US Air Force harmless from any liability caused by the negligence of Okaloosa County, its officers, agents, and employees. Further, the US Air Force does hereby agree to indemnify and hold Okaloosa County harmless from any liability caused by the negligence of the US Air Force, its officers, agents, and employees.

6. EFFECTIVE DATE AND TERMINATION. This MOU will remain in effect indefinitely with an annual review. Either party may cancel the agreement by providing 72 hours notice to the other party.

In WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated below

FOR OKALOOSA COUNTY:
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

BY: Nick Nicholson, Chairman

Nick Nicholson
(SIGNATURE, CHAIRMAN BCC)

DATE: 30 Jan 96



FOR THE 46 OG/CC:
EGLIN AIR FORCE BASE, FLORIDA

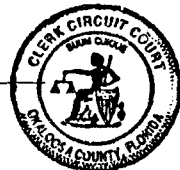
BY: HARRY C. WALKER III, Colonel, USAF

Harry C. Walker III
(SIGNATURE, COMMANDER)

DATE: 16 Jan 1996

ATTESTED BY: NEWMAN C. BRACKIN, CLERK OF CIRCUIT COURT
(NAME AND SEAL FOR CLERK OF COURTS)

Robert W. Brackin
(SIGNATURE)



ANNUAL REVIEWS:

REVIEWED BY: _____
DATE: _____

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE AIR ARMAMENT CENTER, UNITED STATES AIR FORCE, AND THE
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

1. PURPOSE. This Memorandum of Understanding (MOU) sets forth procedures for medical air evacuation support by the 40th Flight Test Squadron (FTS), Air Armament Center (AAC), to Okaloosa County Emergency Medical Services in the event that Army and Air National Guard forces are not available.

2. SITUATION.

a. Hurricane Opal caused severe damage to the road network in Okaloosa County, effectively isolating the Destin area from the initial trauma receiving facility in Ft. Walton Beach. This caused delays in the transport of the critically ill and injured, which placed a strain on the logistical capabilities of the Okaloosa EMS. Therefore, it is necessary for the Okaloosa County Board of County Commissioners to seek additional methods of emergency patient transport during disaster.

b. Civilian air medical evacuation support is currently provided by Baptist Hospital Lifeflight out of Pensacola, Florida. This service covers the area of Baldwin County, AL, to Walton County, FL, and is not available to our area if weather conditions in Pensacola, or calls for service elsewhere, prevent it from supporting Okaloosa County.

3. AGREEMENT. The 40th Flight Test Squadron agrees to assist Okaloosa County Emergency Medical Services in the protection of life by providing medical air evacuation during times of disaster. It is understood, by both parties, that this support will be provided as a backup to the primary civilian provider, Baptist Hospital Lifeflight. The Okaloosa County Board of County Commissioners agrees to pay the 40th Flight Test Squadron for this service at the standard Department of Defense rate then in effect.

4. PROCEDURES.

a. The 40th Flight Test Squadron will provide UH-1N medical air evacuation back-up support as required.

b. The 40th Flight Test Squadron helicopters will be based at Eglin Air Force Base and will respond, if available, to predesignated landing zones upon request of the Okaloosa County Emergency Medical Services

(1) Helicopter availability is not guaranteed and will be determined by the 40th Flight Test Squadron based upon other mission requirements, weather conditions, maintenance actions and aircrew availability.

CONTRACT: AIR EMERG MEDICAL EVAC MOU
CONTRACT NO.: C96-0008-ESI-01
USAF, 40TH FLT TEST SQD EGLIN
EXPIRES: INDEFINITE

(2) The 40th Flight Test Squadron will provide a telephone number and name a point-of-contact for requesting these missions and for resolving any operational problems.

c. The Destin landing zone will be the Destin Airport. The Ft. Walton Beach landing zone will be the helicopter pad at Ft. Walton Beach Medical Center (for UH-1 or smaller aircraft). The Okaloosa Island landing zone will be the parking lot adjacent to the amusement park (roller coaster) near the intersection of US Hwy 98 and Santa Rosa Blvd. Other landing zones in Okaloosa County will be utilized according to mission requirements and after safety determination by 40th Flight Test Squadron personnel.

d. Okaloosa County will provide the 40th Flight Test Squadron with an EMS handheld radio and charger to facilitate communications between air and ground units.

e. All medical operations and equipment will be the responsibility of Okaloosa County. All flight operations and equipment will be the responsibility of the 40th Flight Test Squadron. Okaloosa County will send, at a minimum, one paramedic with all patients during the flight to a medical receiving center.

f. Okaloosa County Emergency Medical Services will arrange for fire department support of helicopter landings in civilian areas.

g. The 40th Flight Test Squadron will invoice Okaloosa County Emergency Medical Services at the end of the support operation at the following address:

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The invoice shall list the dates and times of all medical evacuation flights.

h. The 40th Flight Test Squadron will establish necessary safety procedures to be followed by Okaloosa County Emergency Medical Services, and will provide such safety rules in writing.

5. RELEASE AND INDEMNIFICATION AGREEMENT. Okaloosa County does hereby agree to indemnify and hold the US Air Force harmless from any liability caused by the negligence of Okaloosa County, its officers, agents, and employees. Further, the US Air Force does hereby agree to indemnify and hold Okaloosa County harmless from any liability caused by the negligence of the US Air Force, its officers, agents, and employees.

6. EFFECTIVE DATE AND TERMINATION. This MOU will remain in effect indefinitely with an annual review. Either party may cancel the agreement by providing 72 hours notice to the other party.

In WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated below

FOR OKALOOSA COUNTY:
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

FOR THE AAC/CC:
EGLIN AIR FORCE BASE,
FLORIDA

BY: *Dennis D. Nicholson*
DENNIS D. NICHOLSON, Chairman
Okaloosa County Board of County Commissioners

BY: *Michael C. Kostelnik*
MICHAEL C. KOSTELNIK, Maj Gen, USAF
Commander, Air Armament Center

DATE: 10/1/99

DATE: 10/1/99

ATTESTED BY: *Dany J. Stanford*
(NAME AND SEAL FOR CLERK OF COURTS)

(SIGNATURE)

ANNUAL REVIEWS:

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