PRIVATE SELF FUELING LICENSE GUIDELINES AND STANDARDS
Effective January 1, 2024

SECTION I
Definitions

The defined terms used in these Guidelines (as indicated by the first letter of each word in the term being capitalized) shall, unless the context clearly requires otherwise, have the meanings specified below:

A. ACR: An Airfield Cost Recovery Fee separately calculated and determined by the Authority using a compensatory rate methodology that includes the previous fiscal year's annual operating and capital recovery cost related to the airfield and divided by the total annual fuel volume. The ACR may be considered an alternative to a landing fee and was formerly known as the "Fuel Flowage Fee."

B. Airport: Naples Municipal Airport (APF).

C. Authority: City of Naples Airport Authority, a political subdivision of the State of Florida.

D. Authorized Aircraft: Aircraft which satisfy each and all of the following conditions: (i) the aircraft has been pre-approved in writing by the Authority as an "Authorized Aircraft" that may be fueled under the License pursuant to these Guidelines; (ii) the aircraft is under the Exclusive Control of a Parent of Licensee or a Subsidiary of Licensee; and (iii) the aircraft is either (a) solely and directly owned by a Parent of Licensee or a Subsidiary of Licensee, (b) solely and directly leased by a Parent of Licensee or a Subsidiary of Licensee pursuant to a Long-Term Exclusive Aircraft Lease or (c) solely and directly managed and operated by a Parent of Licensee or a Subsidiary of Licensee pursuant to a management agreement or similar arrangement with the aircraft owner.

E. Authorized Lease: An existing, fully executed and legally enforceable written lease or sublease naming Licensee as tenant or subtenant which satisfies each and all of the following conditions: (i) such written lease or sublease demises to Licensee exclusive possession of either a parcel of land at the Airport containing a minimum of fifteen thousand (15,000) square feet of land or an entire aircraft hangar at the Airport containing a minimum of ten thousand (10,000) square feet of hangar space for the storage of aircraft; (ii) such written lease or sublease is used primarily for storage of Licensee's Aircraft or Authorized Aircraft; (iii) the term of such written lease or sublease has minimum uninterrupted period of one (1) year remaining at the time of issuance of Licensee's License under these Guidelines (and such written lease or sublease is not subject to any voluntary termination rights which permit such written lease or sublease to be terminated within one (1) year from the issuance of Licensee's License under these Guidelines); and (iv) such written lease or sublease is in good standing with the Authority (and, if Licensee's landlord is not the Authority, then such landlord's lease must also be in good standing with the Authority) and there is no existing or threatened default by Licensee under such written lease or sublease.

F. Environmental Laws: All laws and regulations enacted, promulgated, issued, enforced or required for the protection of human health or the environment, including, but not limited to, laws and regulations that govern air, ground water, surface water and land use, including, without limitation, the operation of the Airport or Fuel Farm Facility, as now in effect and hereafter promulgated or amended from time to time.

G. Exclusive Control: The legal and operational authority to fully and exclusively control, command, manage and supervise an aircraft for a minimum uninterrupted period of at least one (1) year, which authority includes, but is not limited to, the sole power to determine the function and location of that aircraft at all times during such period. Exclusive Control does not mean or include (i) temporary or contractual custody by charter or for taxiing, parking, fueling, management, maintenance, storage or service, (ii) aircraft under management agreements or similar arrangements between the aircraft owner and Licensee, a Parent of Licensee or a Subsidiary of Licensee (unless such aircraft is under the Exclusive Control of Licensee, a Parent of Licensee or a Subsidiary of Licensee) or (iii) aircraft being operated under FAR Part 135 or otherwise used for any type of charter service (unless in full compliance with Section VI.F of these Guidelines).

H. FAR. Federal Aviation Regulations which are regulations under Title 14 of the Code of Federal Regulations prescribed by the Federal Aviation Administration governing aviation activities in the United States.

I. Fueling Personnel: Employees of Licensee (i) who engage in aircraft fueling operations, (ii) whose compensation is reported to the IRS by Licensee filing a Form W-2 Wage and Tax Statement and (iii) who successfully complete all training mandated under these Regulations or otherwise required from time to time by the Authority in its sole discretion.

J. Fuel Storage Facility: The fuel storage tank(s) and related dispensing equipment owned by Licensee which (i) is located at a site approved by the Authority within the boundaries of the premises demised under Licensee's Authorized Lease and (ii) has been installed in accordance with plans and specifications approved, and all necessary permits issued, by the Authority, City of Naples and all other authorities or agencies having jurisdiction over the Fuel Storage Facility or the Airport.

K. Governing Law: All laws, ordinances, regulations, rules, policies, standards or requirements, including Environmental Laws, enacted, promulgated, issued, enforced or required by the United States (including the Federal Aviation Authority), State of Florida, Collier County, City of Naples, the Authority or other agencies or authorities which in any way govern or apply to the Airport, Fuel Storage Facility, License or Licensee, as now in effect and hereafter promulgated or amended from time to time,

L. Guidelines: These Private Self Fueling License Guidelines And Standards, as modified, restated or repealed from time to time in the Authority's sole discretion.

M. License: The City of Naples Airport Authority Private Self Fueling License issued by the Authority which authorizes Licensee and Licensee's Fueling Personnel to dispense aviation fuel to Licensee's Aircraft and Authorized Aircraft in strict accordance with the requirements and conditions delineated in these Guidelines. The License shall be in a written form approved (as modified from time to time) by the Authority in its sole discretion and signed by the Executive Director of the Authority.

N. Licensee: The owner and holder of a (i) leasehold interest as a tenant or subtenant under an Authorized Lease and (ii) License issued by the Authority pursuant to these Guidelines who is in good standing and full compliance with all of the requirements, conditions and obligations under the Authorized Lease, these Guidelines, the Authority's Rules and Regulations, the Authority's Minimum Standards and Governing Law, as now in effect and hereafter promulgated or amended from time to time.

O. Licensee's Aircraft: Aircraft which satisfy each and all of the following conditions: (i) the aircraft has been pre-approved in writing by the Authority as "Licensee's Aircraft" that may be fueled under the License pursuant to these Guidelines; (ii) the aircraft is under the Exclusive Control of Licensee; and (iii) the aircraft is either (a) solely and directly owned by Licensee, (b) solely and directly leased by Licensee pursuant to a Long-Term Exclusive Aircraft Lease or (c) solely and directly managed and operated by Licensee pursuant to a management agreement or similar arrangement with the aircraft owner.

P. Long-Term Exclusive Aircraft Lease: An existing, fully executed and legally enforceable written lease which (i) provides the lessee thereunder with Exclusive Control of the aircraft leased thereunder and (ii) has a term with a minimum uninterrupted period of one (1) year remaining at the time of issuance of Licensee's License under these Guidelines (and such written lease is not subject to any voluntary termination rights which permit such written lease to be terminated within one (1) year from the issuance of Licensee's License under these Guidelines).

Q. Minimum Standards: The Authority's Minimum Leasing and Operating Standards for the Naples Municipal Airport and any and all other standards and requirements on file in the offices of the Authority's Executive Director (which may be implemented and amended from time to time by the Authority in its sole discretion).

R. Parent: A natural person (or one or both spouses if held jointly by each of them), trust, corporation, limited liability company, partnership or other legal entity that directly owns at least fifty percent (50%) or more of the voting equity or controlling beneficial ownership interests of Licensee. Based on its definition, a Licensee can never have more than two (2) "Parent(s)" under these Guidelines.

S. Rules and Regulations: The Authority's Rules and Regulations for the Naples Municipal Airport and any and all other rules, regulations and requirements on file in the office of the Authority's Executive Director (which may be implemented and amended from time to time by the Authority in its sole discretion, including the levy of new or modified fees, rates and charges for operations, licenses, privileges and services provided at the Airport). The promulgation and enforcement of the Rules and Regulations by the Authority constitutes the proper exercise of the Authority's police power pursuant to the City of Naples Airport Authority Act of the Florida Legislature in 1969, as amended.

T. Subsidiary: A trust, corporation, limited liability company, partnership or other legal entity of which a Parent of Licensee directly owns at least fifty percent (50%) or more of the voting equity or controlling beneficial ownership interests.

SECTION II
Authorization

A Licensee is authorized to engage in fueling operations of Licensee's Aircraft and Authorized Aircraft subject to and in strict accordance with these Guidelines.

SECTION III
Authority's Proprietary Exclusive Rights

Notwithstanding anything in these Guidelines to the contrary, (i) the Authority, as the Airport sponsor, has a proprietary exclusive right to sell and dispense all aviation fuels at the Airport and (ii) the granting of a License under these Guidelines shall in no way be construed as a release, waiver or abrogation of, or otherwise inconsistent with, the Authority's proprietary exclusive right to sell and dispense all aviation fuels at the Airport. A License only grants the Licensee a non-exclusive and revocable privilege to provide aviation fuel to the Licensee's Aircraft and Authorized Aircraft in strict compliance with these Guidelines, and no other aircraft may be fueled by the Licensee. Each and every Licensee, by acceptance of the License, acknowledges and accepts the Authority's exclusive proprietary right to sell and dispense all aviation fuels at the Airport.

SECTION IV
License Application

A License applicant must (i) be a tenant or subtenant at the Airport pursuant to a valid and existing Authorized Lease and (ii) complete the Authority's "Application for Private Self Fueling License," a copy of which is attached hereto as Exhibit A and made a part of these Guidelines (as it may be modified from time to time by the Authority in its sole discretion); provided, however, notwithstanding anything in these Guidelines to the contrary, a License may not be issued to or held by (i) a tenant at the Airport that is a condominium association or (ii) a tenant at the Airport whose demised leasehold premises has condominium units or is otherwise held in a condominium form of ownership.

SECTION V
Term

The term of a License shall commence on the effective date referenced therein and shall automatically terminate on December 31st of that same year, unless sooner revoked, terminated or modified pursuant to these Guidelines. Each and every License is subject to and conditioned upon annual re-application and renewal in accordance with these Guidelines.

SECTION VI
Fuel Dispensing Activity, Limitations and Restrictions

A. A Licensee and Licensee's Fueling Personnel shall only dispense aviation fuel to Licensee's Aircraft and Authorized Aircraft. All equipment used to fuel aircraft under Licensee's License shall be owned by or under the Exclusive Control of Licensee. A Licensee and Licensee's Fueling Personnel may not charge or receive any fee, sum of money, benefit or other consideration directly or indirectly for fueling aircraft. Any attempt to charge or receive consideration for fuel or fueling services by a Licensee or Licensee's Fueling Personnel shall cause the automatic revocation of Licensee's License. The fueling of aircraft other than Licensee's Aircraft and Authorized Aircraft shall constitute a violation of the License and cause the automatic revocation of the License.

B. The Authority reserves the right in its sole discretion from time to time to limit the aggregate number of Licensee's Aircraft and/or Authorized Aircraft that may be fueled at any given time under a License.

C. Fuel cooperative organizations (i.e., co-ops) or any other arrangement whereby there is joint ownership of a fuel tank and/or fuel are strictly prohibited under these Guidelines or otherwise in connection with a License hereunder.

D. Fueling of vehicles and equipment is strictly prohibited under these Guidelines or otherwise in connection with a License hereunder.

E. Evidence satisfactory to the Authority that each aircraft intended to be fueled by Licensee and Licensee's Fueling Personnel are Licensee's Aircraft or Authorized Aircraft shall be submitted and approved in writing by the Authority prior to each such aircraft being entitled to be fueled under Licensee's License (and such evidence shall be available for immediate inspection upon request at any time by the Authority).

F. Aircraft being operated under FAR Part 135 or otherwise used for any type of charter service shall not be entitled to self fuel under a License unless (i) such aircraft is under the Exclusive Control of the Licensee, a Parent of Licensee or a Subsidiary of Licensee and (ii) the certificate holder or operator for all of such aircraft's FAR Part 135 operations or other type of charter service is the Licensee, a Parent of Licensee or a Subsidiary of Licensee.

G. Dispensing aviation fuel in any quantity that causes Licensee's Aircraft or Authorized Aircraft at any time to exceed the Authority's established weight limitation of seventy five thousand (75,000) pounds (i.e., maximum gross weight dual gear as indicated on the aircraft operating certificate) is strictly prohibited under these Guidelines or otherwise in connection with a License hereunder.

SECTION VII
Rules, Regulations and Compliance

A. Licensee acknowledges and agrees that the Authority's Rules and Regulations, the Authority's Minimum Standards, Licensee's Authorized Lease and these Guidelines represent the minimum conditions and standards of care required to obtain and retain a License, and any violation of the foregoing may subject Licensee to damages and penalties up to and including revocation of the License and termination of Licensee's Authorized Lease.

B. Licensee shall at all times observe, abide by, adhere to and strictly comply with all of the requirements, conditions and obligations under the Authorized Lease, these Guidelines, the Authority's Rules and Regulations, the Authority's Minimum Standards and Governing Law, as now in effect and hereafter promulgated or amended from time to time.

C. Licensee's aircraft fueling operations shall comply with all applicable National Fire Prevention Association Standards for aircraft fuel servicing, FAR Part 139, Federal Aviation Administration Advisory Circulars and City of Naples Fire Prevention Code, as now in effect and hereafter promulgated or amended from time to time.

SECTION VIII
Fuel Storage Facility Construction and Equipment

A. If its Fuel Storage Facility was not previously approved, constructed and installed in accordance with these Guidelines, an applicant for a License shall provide detailed

plans and specifications for its Fuel Storage Facility installation to the Authority for appropriate review and written comment at least sixty (60) days prior to the anticipated date to commence construction of such Fuel Storage Facility. In addition to all other conditions and requirements under these Guidelines, the construction and installation of a Fuel Storage Facility at the Airport shall not commence prior to obtaining final written approval from the Authority, which approval may be granted, denied, conditioned or delayed in the Authority's sole discretion.

B. Construction and installation of a Fuel Storage Facility shall conform to Governing Law. Licensee shall, at its sole expense, obtain all permits, licenses, bonds and other requirements necessary to construct and install its Fuel Storage Facility.

C. Licensee shall operate and maintain its Fuel Storage Facility (and all equipment related thereto) during and at all times after construction and installation in good order and repair and in strict compliance with all of the requirements, conditions and obligations under the Authorized Lease, these Guidelines, the Authority's Rules and Regulations, the Authority's Minimum Standards and Governing Law, as now in effect and hereafter promulgated or amended from time to time.

D. Licensee shall install a separate fuel storage tank for each grade of aircraft fuel to be dispensed under Licensee's License. Each fuel storage tank shall be installed above ground in accordance with the State of Florida Department of Environmental Protection, National Fire Protection Agency and any and all other permitting or regulatory authorities. Licensee's Fuel Storage Facility shall have a fuel storage capacity of not less than ten thousand (10,000) gallons and no more than fifteen thousand (15,000) gallons. Each and every Fuel Storage Facility shall be in a location within the boundaries of the leasehold premises under Licensee's Authorized Lease approved in advance in writing by the Authority, which approval may be granted, denied, conditioned or delayed in the Authority's sole discretion.

E. No bulk fuel deliveries may be made to an unauthorized Fuel Storage Facility or otherwise in violation of these Guidelines.

F. Prior to placing it into operation, each and every Fuel Storage Facility (and all equipment related thereto) shall be subject to satisfactory completion of (i) an inspection by the City of Naples Fire Department Office of the Fire Marshal, (ii) an inspection by the State of Florida Department of Environmental Protection and (ii) a FAR Part 139 inspection conducted by the Authority.

G. The Authority, City of Naples Fire Department Office of the Fire Marshal, State of Florida Department of Environmental Protection and all other applicable agencies and authorities may inspect the Fuel Storage Facility (and all equipment related thereto) at any time, without notice, to assure compliance with all of the requirements, conditions and obligations under the Authorized Lease, these Guidelines, the Authority's Rules and Regulations, the Authority's Minimum Standards and Governing Law, as now in effect and hereafter promulgated or amended from time to time. Licensee acknowledges and agrees that (i) all discrepancies and issues discovered during an inspection shall be fully corrected by Licensee within ten (10) days of the date of such inspection and (ii) Licensee shall be in default under these Guidelines, and all fueling operations under Licensee's License shall cease, until all such corrective action has been fully completed by Licensee and approved in writing by the Authority.

H. If it becomes necessary to modify, renovate or remove a Fuel Storage Facility (and any equipment related thereto), then plans for such modification, renovation or removal shall be approved in advance in writing by the Authority before any construction, demolition or any other work commences, which approval may be granted, denied, conditioned or delayed in the Authority's sole discretion.

I. All aircraft fueling equipment used by a Licensee and Licensee's Fueling Personnel shall be prominently labeled in large block letters with at least the following information: (i) type of fuel stored and dispensed; (ii) "NO SMOKING"; and (iii) "FLAMMABLE," on all four sides. The emergency shut off valve and fire extinguisher shall be properly marked and accessible.

SECTION IX
Aviation Fuel

A. Licensee and Licensee's Fueling Personnel shall only dispense aviation fuel of the types required (and approved by the engine manufacturer) for Licensee's Aircraft and Authorized Aircraft.

B. Random samples of aviation fuel as received and dispensed may be required by the Authority as it determines to be necessary from time to time in its sole discretion. Licensee shall have complete specification testing of aviation fuel samples regularly performed by a laboratory testing service, and the results of all such testing shall be delivered to the Authority in their original form by Licensee (or directly from the laboratory testing service). Laboratory testing should not be performed by the fuel supplier; provided, however, if the fuel supplier's laboratory is the only laboratory testing service reasonably available, then the fuel supplier's laboratory may perform the testing with the prior written consent of the Authority provided the sample is submitted "blind."

SECTION X
Aviation Fuel Inspection and Records

A. Licensee shall conduct and maintain quality control checks on its Fuel Storage Facility (and all equipment related thereto) in strict accordance with all of the guidance, requirements, conditions and obligations set forth in Air Transportation Association Specification 103, as now in effect and hereafter promulgated or amended from time to time.

B. Licensee shall make daily quality control inspections of its aviation fuel.

C. Licensee shall at all times insure that current versions of forms authorized under Air Transportation Association Specification 103 are used; provided, however, Licensee shall also be required to complete such other quality control inspection forms as may be provided to Licensee by Authority from time to time.

D. All aviation fuel inspection and other quality control records shall be maintained for at least two (2) years after such inspections and quality control measures are completed in a binder provided by the Authority for review by the Authority upon request.

E. Licensee shall maintain an aviation fueling log which shall be available for inspection by the Authority immediately upon request. The aviation fueling log shall contain the

following information for all fueling operations conducted by Licensee and Licensee's Fueling Personnel: (i) date and time of each aircraft fueling operation; (ii) number of gallons of fuel dispensed to the aircraft; (iii) aircraft registration number; and (iv) total number of gallons received and dispensed each month.

F. Licensee shall notify the Authority in writing any time Licensee intends to take its Fuel Storage Facility out of service.

SECTION XI
Fueling Personnel

A. Licensee shall train all of Licensee's Fueling Personnel in all aviation fueling, handling and associated safety procedures in accordance with FAR Part 139. Licensee and Licensee's Fueling Personnel shall at all times conform to all Governing Law and industry best practices for fueling and aircraft handling operations.

B. Training of Licensee's Fueling Personnel must be at a minimum in accordance with FAR Part 139, including, without limitation, all of the requirements and standards under section 139.321 thereof. Documentation of training of Licensee's Fueling Personnel shall be provided to the Authority immediately upon request. All training forms and related paperwork shall be maintained for at least two (2) years after such training is completed in a binder provided by the Authority for review by the Authority upon request.

C. The Authority and the City of Naples Fire Department may in their sole discretion perform independent quarterly inspections of Licensee's Fueling Personnel and Fuel Storage Facility (and all equipment related thereto).

SECTION XII
Disposal of Fuel and Petroleum Products

Licensee shall provide for the adequate handling and disposal of waste petroleum products in accordance with Governing Law. In no instance shall petroleum products be disposed of on, above or below any property at the Airport.

SECTION XIII
Environmental

A. The Authority shall be immediately notified in writing of all hazardous or accidental discharges, petroleum releases and spills from or relating to Licensee's Fuel Storage Facility (and all equipment related thereto) and fuel deliveries.

B. The clean-up and remediation of all discharges, releases or spills shall be in accordance with Licensee's Spill Prevention Control and Countermeasure Plan (SPCC), Environmental Laws and all other requirements of Governing Law and applicable agencies and authorities.

C. If for any reason (i) Licensee fails to promptly undertake complete remediation in response to any discharges, releases or spills or (ii) a notice is received from an agency, authority or third party relating to compliance with any Environmental Laws or other requirements of Governing Law, then the Authority may, but shall not be obligated to, perform

any and all necessary remediation on Licensee's behalf and Licensee shall be solely responsible for all expenses incurred by Authority.

D. Copies of all documentation concerning clean-up and remediation actions by Licensee shall be promptly delivered to the Authority. Any clean-up and remediation by Licensee shall not be deemed complete without written acceptance by the Authority.

SECTION XIV
Indemnity and Insurance

A. By applying for, accepting and/or utilizing a License, each and every Licensee covenants and agrees to indemnify, hold harmless and defend the Authority and the Authority's past and present commissioners, directors, managers, employees, agents, insurers, attorneys, representatives, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands and judgments of every kind and nature, including, without limitation, attorneys' fees and expenses of defense (through all appeals), arising out of or in connection with: (i) any act, error or omission of Licensee, Licensee's Fueling Personnel or Licensee's employees, subtenants, agents, suppliers, subcontractors, licensees, invitees or trespassers; (ii) Licensee's fueling operations or the exercise of any rights or privileges under Licensee's License; (iii) the use or possession of Licensee's Fuel Storage Facility (and all equipment related thereto); (iv) the use or possession of Licensee's leasehold premises under Licensee's Authorized Lease; and (v) the failure to fulfill any of the requirements, conditions and obligations of Licensee under the Authorized Lease, these Guidelines, the Authority's Rules and Regulations, the Authority's Minimum Standards or Governing Law, as now in effect and hereafter promulgated or amended from time to time. As part of Licensee's indemnification, hold harmless and defense obligations under these Guidelines, the Authority shall be entitled to select and engage its own counsel or attorneys, and Licensee shall reimburse the Authority for all reasonable counsel and attorney's fees and costs. Licensee's indemnification, hold harmless and defense obligations under these Guidelines shall not be limited in any way by Licensee's limits of, or lack of, sufficient insurance protection. Licensee does hereby assume all liability and responsibility for injuries, claims and suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of or in connection with any of the foregoing matters for which Licensee has agreed to indemnify the Authority for under these Guidelines.

B. Licensee shall procure and maintain in force, at its sole cost during the entire period of Licensee's License, all of the following insurance policies and coverage requirements:

(i) General Liability/Airport Premises Liability - $1,000,000 Combined Single Limit;

(ii) Aircraft Liability - $1,000,000 per occurrence/$2,000,000 aggregate;

(iii) Fire Legal Liability - $100,000 any one fire;

(iv) Environmental/Pollution Liability - $1,000,000 per occurrence/$2,000,000 aggregate;

(v) Workers Compensation - Statutory Limits as Required by the State of Florida; and

(vi) such other coverage(s) in such amounts as may be required by the Authority from time to time in its sole discretion.

All insurance policies required to be procured and maintained by Licensee under these Guidelines shall (a) be primary and non-contributory, (b) be written on an occurrence basis on forms acceptable to the Authority, (c) be placed with insurance carriers approved and licensed by the Florida Office Of Insurance Regulation and meet a minimum financial AM Best and Company rating of no less than A:VII, (d) contain a clause or endorsement by which the insurance carrier waives all rights of subrogation against the Authority, except where the Authority or its agents are liable for a specific act of gross negligence, (e) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability and (f) be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverage or limits except after thirty (30) days prior written notice to the Authority by certified mail, return receipt requested.

All property insurance policies required to be procured and maintained by Licensee under these Guidelines shall name the Authority as loss payee. All liability policies required to be procured and maintained by Licensee under these Guidelines shall name the Authority as an additional insured.

Licensee shall secure and deliver to the Authority certificates of insurance evidencing that all of the insurance policies required under these Guidelines are in force in strict accordance with this Section XIV.B prior to the commencement of the period of Licensee's License and at least seven (7) days before expiration of each such insurance policy. All of the terms, conditions and requirements set forth in this Section XIV.B, including, without limitation, the obligation to name the Authority as loss payee and additional insured, must be verified on the certificates of insurance required hereunder. Upon written request from the Authority, Licensee shall deliver to the Authority full copies of any insurance policies required under these Guidelines.

SECTION XV
Airfield Cost Recovery Fee and Reporting

A. Licensee shall pay to the Authority an ACR as specified in the Authority's Rates and Charges on file in the office of the Authority's Executive Director (which may be implemented and amended from time to time by the Authority in its sole discretion).

B. Upon receipt of bulk aviation fuel at Licensee's Fuel Storage Facility, Licensee shall promptly deliver to the Authority a copy of the bill of lading and/or invoice for the aviation fuel received which shall state the gross and net gallons delivered and the date of such delivery. Upon receiving an invoice from the Authority for an ACR, Licensee shall remit full payment to the Authority within ten (10) days thereof.

C. Licensee shall maintain all records identifying the gallons of aviation fuel delivered to Licensee's Fuel Storage Facility for at least three (3) years after such aviation fuel is delivered. All aviation fuel delivery records shall be subject to audit by Authority from time to time upon seven (7) days' notice by the Authority during normal business hours. In the event of any discrepancy, Licensee shall be fully responsible for any unpaid ACR amounts, the cost of the audit and penalty fees equal to 10% of any unpaid ACR amounts.

D. No later than November 30th of each year (prior to any re-application and renewal of Licensee's License in accordance with these Guidelines), Licensee shall submit to the Authority copies of all records relating to delivering fuel to, and dispersing fuel out of, Licensee's fuel storage tank(s) for the previous twelve (12) months.

E. The Authority's employees shall have access to Licensee's Fuel Storage Facility meters at all times.

SECTION XVI
No Assignment or Transfer

Licensee shall not assign or transfer its License nor any privileges or rights thereunder. Licensee shall not enter into any agreement or other arrangement whereby other parties share in the privileges or rights authorized by Licensee's License.

SECTION XVII
Termination and Revocation

A. Licensee may terminate the License for any reason it its sole discretion upon ten (10) calendar days' written notice to the Authority.

B. To the fullest extent permitted by Governing Law, the Authority may revoke a Licensee's License upon ten (10) days' written notice to such Licensee for any of the following reasons: (i) Licensee is in arrears in the payment of any part of an ACR for a period of five (5) days after such ACR becomes due and payable to the Authority; (ii) Licensee files a voluntary petition in bankruptcy or makes a general assignment for the benefit of creditors; (iii) Licensee discontinues fueling operations for a period of thirty (30) days; (iv) Licensee fails to repair any damage to its Fuel Storage Facility within the time specified by the Authority; (v) any breach, default or violation by Licensee of the requirements, conditions and obligations under the Authorized Lease, these Guidelines, the Authority's Rules and Regulations, the Authority's Minimum Standards or Governing Law, as now in effect and hereafter promulgated or amended from time to time; (vi) any safety or environmental incident or violation; and (vii) any other reason in the Authority's sole discretion.

C. Upon the first revocation of a Licensee's License, such Licensee may not re-apply for a License for a period of one (1) year. If a Licensee's License is ever revoked a second time, such revocation shall be permanent and such Licensee shall never be eligible to re-apply for a License.

D. Any revocation of a Licensee's License shall also constitute a default under such Licensee's Authorized Lease.

SECTION XVIII
Relocation or Repurchase of Improvements

A. The Authority has the option, upon six (6) months' written notice, to relocate or replace a Licensee's Fuel Storage Facility in substantially similar form at a comparable location on the Airport, at the expense of the Authority.

B. In the event the Authority deems it necessary to eliminate a Licensee's Fuel Storage Facility, the Authority may, upon six (6) months' written notice, take such Fuel Storage Facility permanently out of service upon payment to the Licensee of the unamortized construction cost of such Fuel Storage Facility, the amortization of which shall be based upon a straight line depreciation over a fifteen (15) year period or until the expiration of the Licensee's Authorized Lease, whichever is shorter.

SECTION XIX
Removal of the Fuel Storage Facility

A. At Authority's sole option and written direction, Licensee shall remove the Fuel Storage Facility at the expiration of Licensee's Authorized Lease. Licensee shall begin the removal of the Fuel Storage Facility at least ninety (90) days prior to the expiration of Licensee's Authorized Lease, and the Fuel Storage Facility shall be completely removed prior to the expiration of Licensee's Authorized Lease.

B. Licensee shall retain a reputable consultant to perform a Phase II Environmental Investigation upon removal of the Fuel Storage Facility. Should the Phase II Investigation reveal any contamination or hazardous substance, Licensee shall take all required corrective action and remediation at Licensee's sole expense.

SECTION XX
Mobile Refuelers

A. Mobile refuelers may only be used by tenants for aviation fuel purchased directly from the Authority, which fuel purchase shall include an ACR in the price.

B. Mobile refuelers shall operate only on established roadways and routes on the Airport as designated by the Authority from time to time in its sole discretion.

C. All Sections of these Guidelines shall also apply to mobile refuelers as applicable or deemed necessary by the Authority in its sole discretion.

The foregoing Guidelines are hereby adopted and promulgated by the Authority as of 1st day of January, 2024.

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

By:_____
Christopher A. Rozansky, Executive Director

Approved as to form and legal sufficiency:

William L. Owens, Esq.
Counsel to the Authority

EXHIBIT A

APPLICATION FOR PRIVATE SELF FUELING LICENSE

Applicant Information

Applicant's Name: _____

Mailing Address: _____ State: _____ Zip: _____

Telephone Number: _____ Cell Phone: _____ Fax: _____

Authorized Signatory: _____ Email Address: _____
(Please Print)

Primary Contact Person: _____ Email Address: _____
(Please Print)

Mobile Refuelers

Vehicle Description: _____ Vehicle I.D. No.: _____

Owner's Name: _____ Fuel Type *(circle one)*: 100LL Jet A
(must be the same as aircraft owner/lessee)

Please attach an additional list, if necessary.

Required Submittals

IMPORTANT: The documents listed below must be submitted with this Application. Applications that do not include the required submittals shall be considered incomplete and will not be processed.

1. Evidence that Licensee is an active business in good standing (if applicable).
2. Certificates of Insurance providing proof of coverage that meet or exceed the minimum requirements of the Private Self Fueling License Guidelines and Standards and Licensee's Authorized Lease(s).
3. Proof of Licensee's ownership of mobile refuelers (if applicable).
4. Aircraft Application for Private Self Fueling, which includes the required submittals.
5. All other documents and information as may be requested by the City of Naples Airport Authority.

The granting of a License shall not be construed as the release, waiver, abrogation or otherwise inconsistent with the Authority's proprietary exclusive right to sell and dispense aviation fuels at Naples Municipal Airport.

The Applicant's signature below indicates that the Applicant has read and understands the City of Naples Airport Authority Private Self Fueling License Guidelines and Standards and agrees to be bound by them. The Applicant also acknowledges that fraudulent concealment of the true facts related to this Application or in connection with a Private Self Fueling License shall result in the revocation of the License and may result in the termination of the associated Authorized Lease(s).

_____ _____
Authorized Signature, Title *Date*

EXHIBIT A

AIRCRAFT APPLICATION FOR PRIVATE SELF FUELING

Applicant Name: _____ Date: _____

All aircraft must be approved and accepted by the City of Naples Airport Authority prior to any fueling under the Self Fueling Program.

Authorized Aircraft to Add to Self Fueling Program

			Accepted By	Accepted Date
1.	Owner/Lessee Name: _____			
	Make & Model: _____	Tail Number: _____		_____
2.	Owner/Lessee Name: _____			
	Make & Model: _____	Tail Number: _____	_____	_____
3.	Owner/Lessee Name: _____			
	Make & Model: _____	Tail Number: _____	_____	_____
4.	Owner/Lessee Name: _____			
	Make & Model: _____	Tail Number: _____	_____	_____
5.	Owner/Lessee Name: _____			
	Make & Model: _____	Tail Number: _____		_____

Please attach an additional list, if necessary.

Required Submittals

IMPORTANT: The documents listed below must be submitted with this Application. Applications that do not include the required submittals shall be considered incomplete and will not be processed.

1. A current Certificate of Insurance for aircraft liability for each aircraft listed above with a limit of no less than $1,000,000 per occurrence/$2,000,000 aggregate, which names the "City of Naples Airport Authority, a political subdivision of the State of Florida" as an additional insured.

2. Evidence of the applicant's ownership or Exclusive Control of each aircraft listed above, as defined in the City of Naples Airport Authority's Private Self Fueling License Guidelines And Standards.

3. For aircraft owned by a Corporation, Limited Liability Company (LLC), Limited Partnership (LP) or General Partnership, the applicable documents from the following list must be provided with this application:

Corporation	Articles of Incorporation, breakdown of Ownership interests, written shareholders agreement (if applicable) and evidence that the entity is currently active and in good standing.
Limited Liability Company	Articles of Organization, breakdown of Ownership interests, written Operating Agreement, written Operating Agreement, and evidence that the entity is currently active and in good standing.
Limited Partnership	Certificate of Limited Partnership, breakdown of Ownership interests, written Limited Partnership Agreement (if applicable) and evidence that the entity is currently active and in good standing.
General Partnership	Breakdown of Ownership interests, written Partnership Agreement (if applicable) and evidence that the entity is currently active and in good standing.

4. All other documents and information as may be requested by the City of Naples Airport Authority.

The granting of a License shall not be construed as the release, waiver, abrogation or otherwise inconsistent with the Authority's proprietary exclusive right to sell and dispense aviation fuels at Naples Municipal Airport.

The Applicant's signature below indicates that the Applicant has read and understands the City of Naples Airport Authority Private Self Fueling License Guidelines and Standards and agrees to be bound by them. The Applicant also acknowledges that fraudulent concealment of the true facts related to this Application or in connection with a Private Self Fueling License shall result in the revocation of the License and may result in the termination of the associated Authorized Lease(s).

_____ _____

Authorized Signature, Title *Date*

Office Use Only

Tail Number: _____ *Entered by:* _____ *Date:* _____

Tail Number: _____ *Entered by:* _____ *Date:* _____

Tail Number: _____ *Entered by:* _____ *Date:* _____

Tail Number: _____ *Entered by:* _____ *Date:* _____

Tail Number: _____ *Entered by:* _____ *Date:* _____

Tail Number: _____ *Entered by:* _____ *Date:* _____

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