

OPERATING AGREEMENT
BETWEEN THE
SPOKANE AIRPORT BOARD
AND

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OPERATING AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the SPOKANE AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as an agency of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Board" and _____, a company organized and existing under the laws of the State of _____, hereinafter referred to as "Operator";

WITNESSETH

WHEREAS, the Board is the operator of FELTS FIELD AIRPORT, located in the City and County of Spokane, State of Washington, hereinafter referred to as "Airport," and operates the same for the promotion, accommodation, and development of air commerce and transportation through the Board;

WHEREAS, the Board has acquired a Self Service Fueling System comprised of two (2) underground tanks and a fueling dispensing system for fueling aircraft; and

WHEREAS, the Board is desirous of having an Operator provide management and maintenance of said underground tanks and fueling system; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective April 1, 2010;

1. TERM

A. The term of this Agreement shall be one (1) year commencing April 1, 2010 and ending March 31, 2011. Either party, if not in default, shall have the right to cancel this Agreement, without cause, upon ninety (90) days advance notice in writing.

B. The Board shall have the right to extend the term of this Agreement, at the Board's sole discretion, if Operator is not in default of said Agreement. The Board shall give sixty (60) days advance written notice of its intent to renew.

2. PREMISES

The Board hereby provides the Operator with access to a self service fueling system comprised of two (2) ten thousand (10,000) gallon tanks with a self fueling card lock dispensing system, hereinafter referred to as "Premises", as designated on Exhibit A, attached hereto and made a part hereof.

3. USE OF PREMISES

The Operator shall use the Premises to provide fuel to the tenants and transient customers at the Airport and for no other purpose without the written consent of the Board.

4. RIGHTS AND OBLIGATIONS OF OPERATOR AND BOARD

Operator hereby covenants and agrees:

A. Operator shall observe and comply with any and all applicable Airport, Federal, State and local laws, statues, ordinances, regulations and standards and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time, be promulgated by the Board concerning management, operation or use of the Airport.

B. Operator must provide proof of all required licenses and permits to do business in the State of Washington and City of Spokane, Washington.

C. Operator, its agents, employees, suppliers, and other invitees of Operator shall have the right of non-exclusive use in common with others of the Airport, of public facilities and improvements which are now or may hereafter be provided at the Airport. Such public facilities and improvements may be changed, altered or modified from time to time in the sole discretion of the Board. Operator, its agents, employees, invitees and suppliers, and other persons doing business with Operator, shall have the right of ingress and egress to and from the Premises over the Airport roadways, subject to regulations governing the use of the Airport.

D. Board shall maintain the fuel tank registration including retention of all records as required by the Department of Ecology and any other requirements of the Federal, State and local laws, ordinances, and regulations.

E. Board shall provide for integrity testing of the tank, piping and fuel dispensing equipment as required by Department of Ecology, Federal, State and local laws, ordinances, and regulations.

F. Operator shall provide equipment maintenance as required by the Department of Ecology, Federal, State and local laws, ordinances, and regulations.

G. Operator shall be responsible for dispatching of fuel deliveries and continually maintaining fuel in the fuel tank at all times. Operator shall ensure fuel is available twenty four (24) hours a day, seven (7) days a week.

H. All prices charged for aviation fuel sales shall be fair, reasonable and competitive with those generally charged by other Airport operators in the State of Washington.

I. Operator shall provide on call services twenty four (24) hours a day seven (7) days a week. Operator must respond to calls within four (4) hours of receiving a call.

J. Operator shall conduct its business in a first-class manner continuously during the term of this Agreement. Operator, for itself and its employees, agrees it will not disturb the Airport or any other tenant, or other person using the Airport, make or permit any disturbance or any unusual noise, vibration or other condition on or at the Airport.

K. Operator covenants and agrees that its personnel at the Airport shall be neat, clean and courteous. Operator shall not permit its agents or employees to conduct business or otherwise act in a loud, noisy, boisterous or offensive manner, or to solicit business at the Airport in any manner whatsoever.

L. The Operator shall supply 100LL fuel and Jet- A fuel only.

M. The Operator shall provide maintenance to the fueling system, pumps and dispensers including all appurtenances. Costs for repairs and maintenance to the main fueling system that supports the pumps, dispensers and appurtenances used in common shall be the Operator's responsibility. Services shall include but are not limited to the following:

1. Perform maintenance on fueling facility, pumps and dispensers.
2. Clean gasoline spills.
3. Replace gas filters as needed.
4. Calibrate pumps and dispensers as needed.

N. Operator shall perform routine maintenance including maintenance required by the Board, Department of Ecology and State, Federal or local agencies to include the following:

1. Check fuel-pumps daily to ensure hoses, nozzles and pumps are working properly including the inspection of the tank, piping and fuel dispensing equipment.
2. Maintain credit card processor.
3. Service and maintain oil/water separator located at the fuel facility monthly.
4. Pressure wash pumps, islands, pads and fuel tank pad to loosen and remove dirt and other debris as needed or at a minimum of twice a year.
5. Wipe down dispensers, nozzles and fittings two (2) times weekly.

The Board reserves the right to add to or delete from the scope of work as described above, by giving written notice to Operator. Any such additions or deletions to the scope of work, and compensation for said additions or deletions, shall be mutually agreed to in writing by both parties.

5. RENTS AND FEES

A. The Operator shall pay to the Board a rent in the amount of _____ Dollars (\$ _____) per month for the use of the Premises.

B. A fuel flowage fee in the amount of \$0.065 per gallon is collected by the Board from the fuel supplier. Resolution # 05-01, adopted by the Board October 17, 2001, is attached hereto.

C. Said rents are subject to Washington State Leasehold and other applicable taxes which shall be collected by the Board.

6. INDEMNITY AND WAIVER OF DAMAGES

A. The Operator shall indemnify, hold harmless and defend the Board, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgements, losses, liabilities of any character or kind and other legal actions and proceeding of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Operator's conduct of

business or from any activity or other things done, permitted, or suffered by Operator in, on or about the Premises or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Board shall give the Operator prompt and reasonable notice of any such claim or action made or filed against the Board.

B. Operator hereby agrees to release and hold harmless the Board, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Operator caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Operator does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Board, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft Operators.

C. Operator further agrees to hold the Board, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of damage, destruction or loss of any or all of Operator's equipment excluding any claims arising out of the sole negligence of the Board, the City and County of Spokane, their elected officials, agents and employees.

7. INSURANCE

Operator shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with insurance companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted to cover all operations of the Operator and shall include, but not by way of limitation, bodily injury, property damage, products liability, automobile including owned, non-owned, leased and hired, and contractual coverage, including obligations pursuant to Article 6 – INDEMNITY AND WAIVER OF DAMAGES herein. The Board, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Operator's use of the Airport and the Premises which are subject of this Agreement. Operator shall promptly upon execution of this Agreement, furnish to the Board appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The comprehensive insurance coverage shall not be less than One Million Dollars (\$1,000,000.00), combined single limit or split limits equal to and not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage with respect to each occurrence; such limits are subject to periodic adjustments. Operator is required to provide Pollution Liability coverage equal to One Million Dollars (\$1,000,000) or state requirements, whichever is greater. The insurance policies shall not be subject to cancellation except after notice to the Board by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence or renewal shall be furnished to the Board at least thirty (30) days prior to such expiration. Upon written request by the Board, Operator shall permit the Board to inspect the originals of all applicable policies.

8. SECURITY

A. Operator recognizes its obligations for security on said Airport and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. Operator shall comply with Airport security policies and as such Policies may be amended from time to time. Operator shall pay any forfeitures or fines levied upon it, the Board or the Airport through enforcement of any applicable federal, state or local regulation, due to the acts or omissions of Operator, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Board as a result of any such violation.

B. Operator shall abide by rules and regulations adopted by the Board in carrying out the Board's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Board deems necessary from time to time. Operator shall be responsible for providing access to its employees/agents. Said access shall be controlled through Operator approved access control cards issued to approved users. The Operator shall complete the Airport Access Card Application Form, available from the Board. With the Access card system, the cost of any additional cards requested, above the amount allocated to Operator, shall be the responsibility of the Operator. The cost may be amended by the Board from time to time. The Operator shall deliver to the Board, in writing, the names of all employees/agents under this Agreement. The Operator shall be responsible for notifying the Board to ensure cards are disabled.

C. Operator's employees/agents shall be responsible for ensuring that no other parties utilize Airport gates by "piggy backing" or in any other way utilizing said employee/agent's access card.

9. ASSIGNMENT OR SUBLETTING

Operator shall not assign, sublet or transfer this Agreement or any interest herein nor subcontract any portion of the services to be rendered hereunder, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any Court or otherwise.

10. BOARD'S RIGHTS OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Board, this Agreement shall be subject to cancellations by the Board should any one or more of the following occur:

A. If the Operator shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy shall be instituted against the Operator and the Operator is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Operator and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Operator's assets are appointed, or if the Operator shall be divested of its rights, powers and privileges under this Agreement by other operation of law.

B. If the Operator shall voluntarily abandon or discontinue for three (3) consecutive days the conduct and operation of its business at the Airport, except when such abandonment be caused by fire, earthquake, war, strike or other calamity beyond Operator's control.

C. Should the Operator fail to comply with any of the terms stated in this Agreement the Board shall have the right to terminate said Agreement.

11. OPERATOR'S RIGHTS OF CANCELLATION

In addition to all other remedies available to the Operator, this Agreement shall be subject to cancellation by Operator should any one or more of the following occur:

A. The permanent abandonment of the Airport as an air carrier airport.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for scheduled air transportation.

C. The breach by the Board of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Board and the failure to remedy such breach for a period of sixty (60) days after written notice from Operator of the existence of such breach.

D. The assumption of the United States Government, or any authorized agency of the same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Operator from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

12. NON-DISCRIMINATION

To the extent required by law, Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

A. No person, on the grounds of race, color, religion, sex, age, marital status, handicap or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Operator's personnel policies and practices or in the use or operation of Operator's services or facilities.

B. Operator agrees that in the construction of any improvements on, over or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, handicap, age or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

D. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR Section 23.5. Consequently, this Agreement is subject to 49 CFR Part 23 as applicable.

E. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any lease agreement covered by 49 CFR Part 23, subpart F.

F. Operator agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

G. Operator hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

H. Operator hereby assures that it will include the above clauses in all sub-leases and cause sub-lessees to similarly include clauses in further sub-leases.

13. COMPLIANCE WITH SPONSOR'S AGREEMENT

Operator, in connection with its operations at the Airport, covenants and agrees at all times to comply with the requirements of any agreements between the Board and the United States of America in relation to the operation and maintenance of the Airport.

14. WAIVER

No waiver by either party of any default by the other shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by said other party.

15. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Operator's operation at the Airport. The Board and Operator shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Operator is an independent contractor in every respect, and not the agent of the Board.

B. If any legal action is instituted by the parties hereto to enforce this Agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. Any such legal action shall be commenced and maintained in Spokane County, Washington, regardless of Operator's residence or place of business.

16. VENUE

This Agreement is to be construed in accordance with the applicable laws, rules and regulations of the State of Washington.

17. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

BOARD: SPOKANE AIRPORT BOARD
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

OPERATOR: _____

Date of service of such notice shall be the date such notice is deposited in a Post Office of the U.S. Post Office Department.

18. PARAGRAPH HEADINGS

Paragraph headings are for convenience and reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD

Title: _____

OPERATOR

ATTEST:

Title: _____

Title: _____

RECOMMENDED APPROVAL, TERMS
AND CONDITIONS BY:

Gratton O. Sealock, II
Airport Director

BEFORE THE SPOKANE AIRPORT BOARD

IN THE MATTER OF ESTABLISHING)	RESOLUTION
RULES AND REGULATIONS FOR)	
COMPANIES PROVIDING AVIATION)	05-01
PETROLEUM PRODUCTS SOLD TO AIRPORT)	
COMMERCIAL LESSEES AT FELTS FIELD)	
AIRPORT)	

WHEREAS, the SPOKANE AIRPORT BOARD ("Board") is empowered by Joint Agreement between the City of Spokane and the County of Spokane, joint ordinances of said municipalities and the statutes of the State of Washington to establish policy and procedures for Felts Field Airport; and

WHEREAS, it is the desire of the Board to establish and promulgate such rules and regulations for Companies supplying aviation petroleum products to Airport Commercial Lessees; and

WHEREAS, the Board finds that the regulations and fees fixed and established herein are reasonable and uniform for the same class of privilege or service; and

WHEREAS, the Board finds that, in consideration of all the foregoing, it is necessary to fix and establish reasonable fees, regulations, standards, controls and procedures for Companies desiring access on Airport property for the purpose of supplying aviation petroleum products to Commercial Lessees;

NOW THEREFORE BE IT RESOLVED, that Resolution No. 05-01 for Felts Field Airport shall be effective October 1, 2001, as follows:

1. The Board shall grant to the Company through a Use & Concession Agreement, the right to provide delivery services to the Airport for the purpose of providing aviation petroleum products to authorized Airport Commercial Lessees. This right is non-exclusive and the Company shall not conduct any other business at the Airport without prior approval by the Board.
2. Commercial Lessees who receive aviation petroleum products must meet Felts Field Minimum Standards for Commercial Aeronautical Activities and Aircraft Fueling dated January 10, 1996 and as may be amended by the Board from time to time.
3. Company, its agents, employees, suppliers and others doing business with the Company shall have the right of ingress and egress to and from Lessee's leasehold area over designated Airport property and roadways, subject to rules and regulations governing the use of the Airport and as same may be promulgated by the Board from time to time.
4. In consideration of the rights granted herein the Company shall pay the following fees and charges:
 - A. The Company agrees to pay to the Board a monthly fee by the tenth (10th) of each month. The fees are subject to adjustment by the Board annually on January 1st of each year.
 - B. The Company shall pay to the Board a fuel flowage fee for aviation petroleum products delivered to the Airport. The fuel flowage fee shall be in an amount per gallon as set forth by the Board from time to time. Said fees must be accompanied with invoices indicating

name of Lessee, delivery dates and total gallons delivered.

C. It shall be the duty of the Company to pay all fees and charges on or before the 10th of each month. Failure to pay the amounts due or comply with any other of the Company's obligations to the Board under the Use & Concession Agreement shall entitle the Board to cancel the Agreement upon giving Company ten (10) days advance written notice of its intention to do so, if said monetary default has not been remedied with said ten (10) day period. The Board may extend the time period to correct the default if, in its sole discretion, due diligence is shown by the Company in curing the default. All amounts not paid by the Company when due shall bear interest at the maximum rate allowed by law.

5. INDEMNITY AND WAIVER OF DAMAGES

A. The Company shall keep and hold the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, free and harmless from any and all claims and actions and all expenses, including reasonable attorney's fees, incidental to the investigation and defense thereof claimed by anyone by reason of injury or death, or damage to persons or property sustained as a result of Company's conduct of business or from any activity or other things done, permitted, or suffered in, on or about the Airport or other act or failure to act, or as a result of Company's operation at the Airport, excluding only claims or actions arising out of the sole negligence of the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Board shall give the Company prompt and reasonable notice of any such claim or actions made or filed against it.

B. The Company hereby agrees to indemnify and hold harmless the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, from any damages caused to Company, its agents, employees and patrons, by noise, vibration, fumes, dust, fuel particles and all other effects that may be caused by the operating of aircraft landing or taking off from, or operating at or on the Airport, and the Company does hereby fully waive, remise and release any right or cause of action which they may not have or which they may have in the future against the Board, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport. The above exception shall not limit a cause of action against other licensees, concessionaires or aircraft operators.

C. Company further agrees to hold the Board, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Company's leasehold improvements and equipment.

6. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Company shall comply with all applicable Airport, Federal, State and local laws, statutes, ordinances and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be promulgated by Airport, Federal, State or local government or agency thereof.

7. INSURANCE

Company shall, at its expense, maintain insurance in full force and effect during the term of the Agreement in such amounts as to meet the minimum limits of liability specified below, and

insurance shall be placed with companies or underwriters satisfactory to the Washington State Insurance Commissioner. Failure to obtain and maintain such insurance shall constitute a default under the Agreement. The insurance policy(ies) shall be the standard comprehensive insurance coverage, to cover all operations of the Company and shall include, but not by way of limitation, personal injury, property damage, products liability, automobile including owned, non-owned, leased and hired, and contractual coverage including the obligations pursuant to Article 5 - Indemnity and Waiver of Damages, herein. Company shall also maintain a vehicular insurance policy insuring any of its vehicular operations on Airport and the policy shall be issued by a company authorized to do business in the State of Washington. The Board, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Company's use of the Airport and the Premises which are the subject of this Resolution. Company shall furnish prior to issuance of the Agreement, to the Board appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of the Agreement. Each general liability policy coverage shall not be less than Six Million Dollars (\$6,000,000.00), combined single limit or split limits equal to and not less than Six Million Dollars (\$6,000,000.00), for personal injury and property damage with respect to each occurrence; such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Board by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence or renewal shall be furnished to the Board at least thirty (30) days prior to such expiration. Upon written request by the Board, Company shall permit the Board to inspect the originals of all applicable policies. Insurance limits shall be subject to reasonable adjustment by the Board.

ADOPTED BY THE SPOKANE AIRPORT BOARD THIS 17th DAY OF Oct. 2001.

ATTEST:



Secretary

RECOMMENDED APPROVAL, TERMS
AND CONDITIONS BY:



John G. Morrison
CEO/Executive Director

SPOKANE AIRPORT BOARD



Chair

APPROVED AS TO FORM AND
LEGALITY BY:



Jerry Neal
Airport Board Counsel