

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	rebruary 2, 2010	[]	Workshop	[] Regular [] Public Hearing
Department:				[] . aame meaning
Submitted By:	Department of Airports			
Submitted For:				
	I. EXECUT	IVE BRIEF		
Aeronautical Acti partnership, (Light than three (3) Airp operations at the	e: Staff recommends movities Permit (Permit) witteship) for the mooring of one port-approved trailers and a Palm Beach County Park prember 30, 2010.	th The Lig e (1) blimp a ssociated to	htship Group airship and th w vehicles in	o, a Florida general le parking of not more support of Lightship's
Miami covering e Palm Beach Cou associated vehicle September 30, 20	tship conducts blimp opera- vents surrounding the Supe- nty Park Airport, and requi- es and equipment. The Per 110. Unless terminated, the Countywide (AH)	er Bowl. Lig res an area mit will com	htship stages for blimp memore Janua	s its operations at the ooring and parking of ary 1, 2010 and expire
day of requested	Justification: Lightship so use and occupancy of the fee. Permit fees for 2010 a ancy.	e designate	d area. Ligh	tship has paid a \$50
Attachments:				
1. General Aviati	on Airport Aeronautical Activ	vities Permit	(3)	
Recommended E	By: Department	Director		12/21/05 Date
Approved By:	County Admi	 nistrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:				
Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)	(2,125)				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	(2,125)				
Is Item Included in Current Bu Budget Account No: Fund Repor	dget? Y Dep ting Catego	es N partment ory	o <u>X</u> _ Unit	_ RSource _	
B. Recommended Sources of	Funds/Sun	nmary of Fisc	cal Impact:		
Permit fees for FY2010 are	anticipated	to be \$2,125	based on 17 c	lays of use and	d occupancy.
C. Departmental Fiscal Review	w: _ (M	1 Simme			
A. OFMB Fiscal and/or Contra		W COMMEN ⁻ ment and Co		nts:	
OFMB VA	o pm yo		Contrac	Dev. and Co	1136/16 1136/16
B. Legal Sufficiency:	1				
Assistant County Attorney	<u>1110</u>				
C. Other Department Review:					
Department Director					

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

19

GENERAL AVIATION AIRPORT

AERONAUTICAL ACTIVITIES PERMIT

This General Aviation Airport Aeronautical Activities Permit (this "Permit") is issued this ___ day of _____, 20____ by Palm Beach-County, a political subdivision of the State of Florida (the "County") to The Lightship Group, a Florida general partnership, having its office and principal place of business at 8249 Parkline Boulevard, Suite 200, Orlando, FL 32809-7890 (the "Permittee").

- 1. <u>Airport</u>. This Permit is issued for the Palm Beach County Park Airport (a/k/a "Lantana Airport LNA") (the "Airport") owned and operated by County, by and through its Department of Airports (the "Department").
- 2. <u>Term.</u> The term of this Permit shall commence on the 1st day of <u>January</u>, 2010 (the "Commencement Date") and expire on September 30, 2010 (the "Initial Term"). This Permit shall be automatically renewed at one (1) year intervals thereafter upon the expiration of the then current term (the "Renewal Term"); provided that: (i) Permittee has paid all Permit Fees and other charges pursuant to this Permit; (ii) this Permit has not been terminated by either party; (iii) Permittee has not been provided a notice of non-renewal; and (iv) Permittee is not in violation of any Permit terms and conditions. (The Initial Term and each Renewal Term are collectively referred to herein as the "Term"). This Permit shall not be effective until signed by Permittee and by the Director of the Department, on behalf of County (the "Effective Date").
- 3. <u>Aeronautical Activities</u>. Subject to the terms, conditions and limitations of this Permit, County hereby grants Permittee the non-exclusive right to conduct the following aeronautical activities at the Airport (the "Permitted Aeronautical Activities"):

The mooring of one (1) blimp airship and the parking of not more than three (3) Airport-approved trailers and associated tow vehicles in support of Permittee's operations, which shall be registered with the Department in accordance with the provisions of Section 6 of this Permit. Permittee shall be permitted to conduct only routine, preventive maintenance on the blimp airship, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. For each period of use and occupancy of the Designated Area (as defined in Section 5 below) requested by Permittee (the "Mooring Event"), Permittee shall submit a written request to the Department, not less than 72 hours prior to the requested Mooring Event. The request shall identify the beginning and ending dates for each Mooring Event, the Registered Aircraft and Vehicles, and any other pertinent information including local staff contact information. The Department shall review the Mooring Event request and provide written confirmation to the Permittee, including any operational conditions applicable to the Mooring Event.

In addition to terms, conditions and limitations of this Permit, the Permitted Aeronautical Activities shall be subject any operational restrictions, limitations and requirements established by the Department for the Permitted Aeronautical Activities.

4. Permit Fee.

- A. Permittee shall pay a non-refundable application fee of Fifty Dollars (\$50.00) with submission of Permittee's application for this Permit. In the event this Permit expires or is otherwise terminated, Permittee shall be required to pay an additional application fee at the then current rate. Permittee acknowledges and agrees that the fees and charges payable hereunder may be modified from time to time and that Permittee shall be responsible for payment of such modified fees without formal amendment to this Permit
- B. Permittee shall pay County, for the Permit issued herein, a permit fee in the amount of One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per day together with applicable sales taxes thereon, for each day of Permittee's requested use and occupancy of the Designated Area (the "Permit Fee"). The Permit Fee shall be payable upon demand by County, and the Permit Fee shall be due and payable for the entire duration of the requested Mooring Event, regardless if Permittee's use of the Designated Area terminates earlier than requested. The Permit Fee shall be made payable to the Palm Beach County Board of County Commissioners and shall be mailed or hand delivered to the Palm Beach County Department of Airports, ATTN: Fiscal Department, 846 Palm Beach International Airport, West Palm Beach, Florida, 33406-1470, or such other address as my be designated by the Department.
- C. Permittee acknowledges and agrees that County may modify the amount of Permit Fees, or establish new fees and charges during the Term of this Permit, upon thirty (30) days prior written notice by County to Permittee, without formal amendment to this Permit.

D. Permittee acknowledges and agrees that failure to pay Permit Fees or other charges under this Permit shall be considered a violation of this Permit and, in addition to any other remedy available to County, shall be grounds for immediate revocation of this Permit by the Department on behalf of County. Interest at the rate of one and one-half percent (1.5%) per month [eighteen percent (18%) per annum] shall accrue against delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, County shall not be prevented from terminating this Permit for Permittee's failure to pay Permit Fees or from enforcing any other provisions contained herein or implied by law.

19

E. As security for payment of Payment Fees, Permittee shall pay to County, prior to the Effective Date of this Permit, and shall maintain at all times during the Term, a refundable security deposit in the amount of Eight Hundred Seventy-Five and 00/100 Dollars (\$875.00). The security deposit shall be held by the Department and will be refunded to Permittee upon termination of this Permit provided that Permittee is not in default of any of the provisions of this Permit; the Designated Area is left in good and serviceable condition, to be determined in the sole discretion of the Department; all rentals, fees, and taxes due are paid in full by Permittee; and Permittee has returned any Airport access cards and keys to the Department. If there is a deficiency in any amount due by Permittee to County or if the Designated Area requires maintenance or repair in order to be returned to serviceable condition, or if any Airport access cards or keys are not returned to Department, the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by County, plus any applicable administrative overhead.

5. <u>Conduct and Use of Airport and Designated Area by Permittee.</u>

- A. Permitted Aeronautical Activities shall be confined or restricted to the area(s) or portion(s) of the Airport identified in Exhibit "A", attached hereto and made a part hereof (the "Designated Area"). Permittee acknowledges that the location or identification of the Designated Area may change from time to time, upon written notice to Permittee by the Department. Permittee's use and occupancy of the Designated Area shall be non-exclusive and shall constitute a revocable license issued by County pursuant to this Permit. Nothing in this Permit shall be construed as granting Permittee any title, interest or estate in the Designated Area. The rights of Permittee to use the Designated Area shall at all times be subject to the rights of others to use the same in common with Permittee. The Department may at any time, in the best interests of the Airport or County, relocate, modify the limits of, or close all or any portion of the Designated Area to abate or rectify a condition determined to be unsafe or dangerous by the Department, in its sole discretion; for maintenance; and for public safety or security of the Airport as determined necessary in the sole discretion of the Department. In the event the Designated Area is closed, Permittee agrees that County shall not be liable for, and Permittee hereby waives, any claims for lost profits, economic losses or other consequential damages.
- B. Permittee shall use and occupy the Designated Area solely and exclusively for temporary operations associated with the Permitted Aeronautical Activities. Permittee shall not perform any maintenance whatsoever on the Designated Area and Permittee shall remove all of Permittee's property, equipment and materials from the Designated Area following use of the Designated Area for Permitted Aeronautical Activities. Permittee shall not use, permit or suffer the use of the Designated Area or any other portion of the Airport for any other business or purpose whatsoever. Permittee's equipment and vehicles shall be identified, but Permittee shall not use the Designated Area or any other portion of the Airport for advertisement of Permittee's services.

Registered Aircraft and Vehicles.

- A. Permittee shall register with the Department in advance, all aircraft, vehicles and ground support equipment utilized by Permittee at the Airport in connection with this Permit. Permittee shall only be permitted to use aircraft, vehicles and ground support equipment, which are owned by, or leased to, Permittee and registered with the Department (the "Registered Aircraft and Vehicles"), for Permitted Aeronautical Activities under this Permit.
- B. Permittee shall promptly notify Department in writing of any changes in aircraft, vehicles and ground support equipment, or the registration thereof. The listing of Registered Aircraft and Vehicles may be amended by County from time to time, without formal amendment to this Permit, upon presentation of appropriate documentation from Permittee evidencing sufficient ownership or control, registration and proper insurance coverage for the aircraft, vehicles and ground support equipment.

7. Obligations of Permittee

- A. <u>Conduct</u>. Permittee shall conduct its activities at the Airport in an orderly and commercially reasonable manner, considering the nature of the activities so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. Permittee shall control, and hereby assumes responsibility for, the character, acts and conduct of its agents, employees, officers, representatives, guests, invitees, licensees, contractors and patrons and shall ensure that its agents, employees, officers, representatives, guests, invitees, licensees, contractors and patrons do not harass, disturb or annoy any other Airport tenants or users. Upon objection by the Department or its designated agent or representative, concerning the conduct, acts or demeanor of any such persons, Permittee shall immediately take all reasonable steps necessary to remove the cause of objection.
- B. Obstructions in Aircraft Operating Areas. Permittee and its employees, agents, representatives, patrons, licensees and invitees shall not block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users with vehicles, aircraft, equipment, temporary structures or personal property of any kind whatsoever. Permittee shall be responsible for ensuring that any such obstructions are removed upon immediate request of the Department or its representatives, including, but not limited to, the Airport's manager.
- C. Minimum Standards. Permittee acknowledges that County has established, or may in the future establish or amend, general aviation minimum standards (the "Minimum Standards") for the Airport. In addition to complying with the terms and conditions of this Permit, Permittee shall comply with any Minimum Standards adopted by County which are applicable to Permittee's activities on the Airport.
- D. <u>Manager/Representatives</u>. Permittee shall have a qualified manager or other authorized representative of Permittee on site at all times during Permittee's operations on the Airport. Permittee shall notify the Department in writing of the names, addresses and telephone numbers of its managers and other authorized representatives prior to the Commencement Date and shall notify the Department of any changes in management or the list of authorized representatives.
- E. Compliance with Laws, Rules and Regulations. Throughout the term of this Permit, Permittee shall be and remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, the Palm Beach County Airport Rules and Regulations, (Resolution R-98-220), as now or hereafter amended ("Airport Rules and Regulations"), applicable Federal Aviation Administration ("FAA") Advisory Circulars and any Certificate of Waiver or Authorization or other approval required by the FAA (the "Waiver"). Permittee shall at its sole cost and expense be strictly liable and responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental authorizations, including all applicable zoning, building and fire laws and regulations, however designated, as may be required at any time throughout the Term of this Permit by any federal, state or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities, for any activity or operation conducted by Permittee on the Airport. Upon request by Department, Permittee shall provide to Department certified copies of any and all permits and licenses that Department may request.
- F. Permittee acknowledges and agrees that County has made no representations whatsoever regarding Permittee's ability to use the Airport for the purposes set forth in this Permit. Permittee shall ensure that its agents, contractors, employees, invitees and guests entering the Airport with or without Permittee's consent or knowledge comply with all applicable laws on the Airport. Permittee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Permittee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Permit.
- G. Permittee acknowledges and agrees that failure to comply with the requirements of this Section 7 shall be considered a violation of this Permit and, in addition to any other remedies available to County, may result in immediate revocation of this Permit by the Department.
- 8. <u>Signs and improvements.</u> Permittee shall not place or erect any signs, emblems or advertising on the Airport, and shall make no improvements, alterations or additions to the Airport whatsoever.
- 9. <u>Condition of Airport</u>. Permittee accepts the Airport, including the Designated Area, in its "As is", "Where is" condition as of the Commencement Date. Permittee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Airport including, but not limited to, any warranties or representations relating to the physical condition of the Airport or Designated Area or any improvements located therein, or the suitability of the Airport or Designated Area or any improvements for Permittee's intended use. County shall have no obligation whatsoever to repair or improve any area of the Airport to accommodate Permittee's operations pursuant to this Permit.

14

- 11. Non-Discrimination. Permittee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Airport, (b) that in the construction of any improvements on, over, or under such Airport and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Permittee shall use the Airport 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 from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit and to reenter and repossess the Designated Area and the facilities hereon, and hold the same as if the Permit had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.
- 12. <u>Repairs & Maintenance.</u> Permittee shall repair any damage caused to the Airport by Permittee's operations or Permittee's use of the Airport or Designated Area. Permittee shall be responsible for removing any trash or debris resulting from Permittee's operations. In the event of damage to the Airport or Designated Area, County may complete the necessary repairs and Permittee shall reimburse County for all expenses incurred by County, plus 25% administrative overhead. Permittee shall reimburse County within fifteen (15) days of the date of the County's invoice.
- 13. <u>Security.</u> Permittee acknowledges and accepts full responsibility for the security and protection of any and all personal property now existing or hereafter placed on or upon the Airport by Permittee, and for the prevention of unauthorized access to the Airport. Permittee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for Permittee's operations, shall be the sole responsibility of Permittee and shall involve no additional cost to County. Permittee agrees to observe all security requirements and other requirements of the FAA, TSA, County and Department applicable to Permittee's operations, as now or hereafter amended, including, but not limited to, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Permittee and Permittee's activities under this Permit.
- 14. <u>Insurance</u>. Permittee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Permit, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B" (the "Insurance Requirements"), attached hereto and incorporated herein.
- 15. <u>Indemnification</u>. Permittee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence by Permittee, its agents, contractors, employees or invitees, in, upon or at the Airport; (ii) the occupancy or use by Permittee of the Airport or any part thereof; or (iii) any act or omission of Permittee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Permittee or by Permittee against any third party, then Permittee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Permittee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Permit.
- 16. <u>Assignment</u>. Permittee may not assign, sublet or rent any portion of the Airport, or the rights granted under this Permit.

17. Termination.

- A. <u>Violation of Permit Conditions.</u> The Department may terminate or suspend this Permit in the event Permittee violates any terms, conditions or provisions of this Permit or the Airport Rules and Regulations. In the event this Permit is terminated or suspended, Permittee shall have no right to use Designated Area or engage in the Permitted Aeronautical Activities at the Airport.
- B. <u>Termination for Convenience</u>. Either part may terminate this Permit for convenience upon five (5) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Permit.

- C. Modification of Permit Terms. This Permit is issued upon the terms and conditions required by County for all permittees on the Airport that engage in similar activities permitted herein. Upon ten (10) days' prior written notice, Department may, at any time, terminate this Permit and issue a new Permit to Permittee upon such modified terms and conditions as County shall uniformly apply to all other similarly situated permittees.
- D. Revocation of Permit. Notwithstanding any provision of this Permit to the contrary, the rights granted to Permittee hereunder amount only to a non-exclusive license to use the Designated Area on the Airport for the Permitted Aeronautical Activities, which license is expressly revocable by County for any reason whatsoever upon notice to Permittee.
- E. <u>Non-Renewal</u>. Either party may, without cause, provide written notice to the other party that this Permit will not be renewed at the end of the then current Term.
- 18. <u>Default</u>. Failure to perform or observe any of the agreements, covenants or conditions contained in this Permit to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Permit.
- 19. <u>Subordination to Bond Resolution</u>. This Permit and all rights granted to Permittee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Permittee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Permittee and County with the terms and provisions of this Permit and Bond Resolution.
- 20. <u>Subordination to State/Federal Agreements</u>. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Airport and Designated Area are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Permittee understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 21. <u>Entire Agreement</u>. This Permit and any exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Permittee concerning the use of the Airport and Designated Area for the Permitted Aeronautical Activities. All representations, either oral or written, shall be deemed to be merged into this Permit. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Permit shall be binding upon County or Permittee unless reduced to writing and signed by them.
- 22. Notices. All notices and elections (collectively, Anotices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:
 - A. If to the County at:

Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470 Attn: Deputy Director, Airports Business Affairs Fax: (561) 471-7427

B. If to the Permittee at:

The Lightship Group 8249 Parkline Blvd., Suite 200 Orlando, FL 32809-7890 Attn: Director of US Airship Operations Fax: 407-363-0962

Either party may from time to time change the address to which notice under this Permit shall be given such party, upon three (3) days prior written notice to the other party.

23. Recording. Permittee shall not record this Permit or any memorandum or short form thereof.

- 24. <u>Waiver of Jury Trial</u>. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Permit.
- 25. <u>Governing Law and Venue</u>. This Permit shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.
- 26. <u>Time of Essence</u>. Time is of the essence with respect to the performance of every provision of this Permit in which time of performance is a factor.
- 27. <u>Captions</u>. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
- 28. <u>Severability</u>. In the event that any section, paragraph, sentence, clause or provision of this Permit is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Permit and the same shall remain in full force and effect.
- 29. <u>Waiver</u>. No waiver of any provision of this Permit shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, County and Permittee have executed this Permit, or have caused the same to be executed as of the day and year first above written.

ATTEST: SHARON R. BOCK, CLERK AND COMPTROLLER By: Deputy Clerk	PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS By: Burt Aaronson, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By: By:
WITNESSES:	Director, Department of Airports The Lightship Group, a Florida general partnership
Signature Typed or Printed Name Totricia Stephan Typed or Printed Name Totricia Stephan Typed or Printed Name	By: Lightship America, Inc., its general partner By: Signature Lades Ehree Typed or Printed Name, Title: Charles Executive

(Corporate Seal)

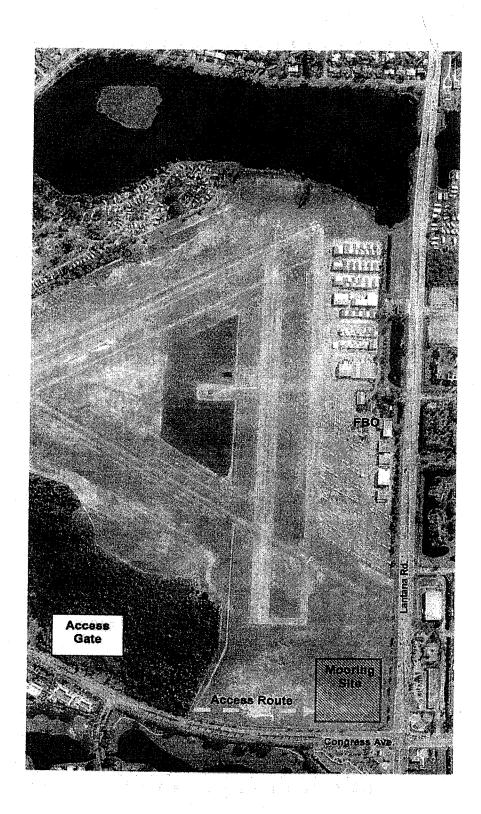


EXHIBIT "B" INSURANCE REQUIREMENTS

- A. <u>Aircraft Liability</u>. Permittee shall maintain with respect to all aircraft owned, leased or operated by Permittee Aircraft Liability Insurance in an amount not less than Twenty Five Million Dollars (\$25,000,000) combined single limit per occurrence. Coverage shall also include passenger liability in a limit not less than One Million Dollars (\$1,000,000) per passenger. Aircraft Liability shall endorse "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as Additional Insured.
- B. <u>Commercial General Liability.</u> Permittee shall maintain Commercial General Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.
- C. <u>Business Automobile Liability</u>. If vehicles will be operated "airside" Permittee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Permittee does not own automobiles, Permittee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.
- D. <u>Worker's Compensation Insurance & Employers Liability.</u> Permittee shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.
- E. Additional Insured. Permittee shall provide the Department with a certificate, or certificates, of insurance, evidencing limits, coverages and endorsements as required herein. Permittee shall endorse the County as an Additional Insured with a "CG026 Additional Insured Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406." Coverage shall be provided on a primary basis. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Permittee shall provide County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder=s name and address shall read "Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."
- F. <u>Deductibles, Coinsurance & Self-Insured Retention.</u> Permittee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.
- G. <u>Waiver of Subrogation</u>. By entering into this Permit, Permittee agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Permittee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Permittee agrees to notify the insurer.
- H. <u>Right to Review or Adjust Insurance.</u> The County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by herein from time to time throughout the Term and any extension thereof. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Permittee a written notice of rejection, and Permittee shall comply within thirty (30) days of receipt of the notice.
- I. <u>No Representation of Coverage Adequacy.</u> Permittee acknowledges the limits, coverages and endorsements required herein are intended to minimize liability for County. Permittee agrees that it will not rely upon the requirements herein when assessing the extent or determining appropriate types or limits of insurance coverage to protect Permittee against any loss exposures, whether as a result of this Permit or otherwise.

119



CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406

that policies of insurance have been issued to "The Lightship Group, a Florida General Partnership, Lightship Latin America, LLC a Florida Limited Liability Company, Lightship Enterprises, LLC, a Florida Limited Liability Company and American Blimp Corporation, an Oregon Corporation, Lightship Asia Pacific, LLC, a Florida Limited Liability Company, China Lightship Leasing Limited (CLL) (owned by CITIC General Aviation Company Limited and Lightship Asia Pacific, LLC), Lightship Australia Pty, Ltd.", "Airport Commerce Center, 8249 Parkline Blvd., Suite 200, Orlando, FL 32809", by "Various Member Companies of United States Aviation Underwriters and various other Insurers (the "Insurers"), each for their respective participation percentages (several and not joint), as on file with the undersigned, effective as of the date and for the period specified below:

TERM:

March 1, 2009 to March 1, 2010 both days at 12:01 A.M., Local Standard Time.

TYPE OF INSURANCE:

Aircraft Hull and Liability Insurance, and Premises and Contractual Liability.

LIMITS OF LIABILITY:

\$25,000,000. each occurrence Combined Single Limit Bodily Injury and Property Damage,

including Passenger Legal Liability.

AIRCRAFT:

All Airships operated by the Named Insured which are scheduled on the Policy.

The "Who's covered" section of "Your Liability Coverage" includes Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents but only when the aircraft is being operated by or for the policyholder. The inclusion of more than one Insured shall not increase the limit of the Insurers' Liability hereunder.

The Insurance afforded under the liability coverage applies separately to each Additional Insured against whom claim is made or suit is brought, but the inclusion herein of more then one Additional Insured shall not operate to increase the applicable limits of the Insureds' liability.

The Underwriters have agreed to waive their right of subrogation against The Palm Beach County Board of County Commissioners but solely with respect to the physical damage coverage of the airships.

In the event of cancellation of the policy(ies) by Underwriters, the insurer will endeavor to give 30 days Notice of Cancellation to the Certificate Holder (10 days notice if canceled for non-payment of premium), but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the Underwriters involved.

This Certificate is not an insurance policy and does not amend or alter the coverages afforded or the terms and conditions provided by the policy(ies) certified hereon.

The Insurer has authorized the undersigned to issue this Certificate as a matter of convenience. The undersigned is not an insurer and has no liability as an insurer as a result of issuing this Certificate, or under any of the policy(ies).

Page 1 of 2 Certificate No. 054

AVIATION INSURANCE SERVICES OF NEVADA, INC.

9515 Hillwood Drive, Las Vegas, NV 89134 Phn (702) 647-2333 email: aisnv@aisins.com Fax (702) 647-5433

Chicago • Florida • Hawaii • Las Vegas • Salt Lake City



Security Endorsement

The Lightship Group, et al

March 1, 2009 to March 1, 2010

United States Aviation Underwriters, Inc. Policy No. SIHL1-646L (lead)	20.00%
National Union Fire Insurance Company of Pittsburgh, PA through AIG Aviation, Inc. Policy No. AV1859840-02	5.00%
Federal Insurance Company through Starr Aviation Policy No. 9957-0141-03	12.50%
Houston Casualty Company Policy No. 014602-013	10.00%
XL Specialty Insurance Co. through XL Insurance - Aerospace Policy No. UA00002197AV09A	17.50%
Allianz Global Risks US Insurance Company through Allianz Aviation Managers, LLC Policy No. A1GA000076209AM	25.00%
Star Net Insurance Company through Berkley Aviation Policy No. BA09A1543S	10.00%
	100.00%

SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This certificate is issued by the undersigned, as the Named Insured's broker and except to the extent described above, confers no rights upon the Certificate Holders. Otherwise this certificate does not amend, extend or alter the coverage afforded by the policy(ies) described.

Dated: February 27, 2009	By: Jalle J. frees
	Gayla L. Guest, Vice President

Page 2 of 2 Certificate No. 054

ACORD®

CERTIFCATE OF LIABILITY INSTRANCE

Lib	HISK
	1911
	DATE (MM/C
:	10/22/

	<u> </u>				1
PRODUCER	RECEIV	THIS CER	TIFICATE IS ISSU	ED AS A MATTER OF IN	10/
Aviation Insurance Services of Ne	evada, Inc.	UNLT AN	U CONFERS NO	RIGHTS UPON THE C	EDTIELO
9515 Hillwood Drive		I HULDER.	I HIS CERTIFICAT	F DOES NOT AMEND EV	TEND A
Las Vegas, NV 89134	2009 OCT 27 /	AT LAKTER TH	E COVERAGE AF	FORDED BY THE POLICE	ES BELO
INSURED		RP INSURERS A	FFORDING COVE	RAGE	NA
The Lightship Group of	and Lightships Nevada; LLC	PASURER A: LI	berty Mutual insur	ance Company	
Airport Commerce Ce	ing rightsuibs Nevaga; FFC	INSURER B: th	rough U.S. Aviation	n Insurance Group	
8249 Parkline Bouleva		INSURER C:			
Orlando, FL 32809	ara, Suite 200	INSURER D:	· · · · · · · · · · · · · · · · · · ·		
Offairdo, FL 32809	<u> </u>	INSURER E:		· · · · · · · · · · · · · · · · · · ·	
COVERAGES					
THE POLICIES OF INSURANCE LISTED BE ANY REQUIREMENT, TERM OR CONDITION THE INSURANCE LISTED BETTAIN.	ELOW HAVE BEEN ISSUED TO THE IN	ISLIDED NAMED AD	OVE FOR THE RO		
ANY REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED B	N OF ANY CONTRACT OR OTHER DO	CUMENT WITH RES	SPECT TO WHICH T	LICY PERIOD INDICATED. N THIS CERTIFICATE MAY BE	OTWITHS
POLICIES. AGGREGATE LIMITS SHOWN N	IT THE POLICIES DESCRIBED HEREIN	IS SUBJECT TO A	LL THE TERMS, EX	CLUSIONS AND CONDITIO	NS OF SU
NSR ADD'L LTR WSRD TYPE OF INSURANCE					
GENERAL LIABILITY	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIM	ITS
COMMERCIAL GENERAL LIABILIT				EACH OCCURRENCE	\$
	l ·	1		DAMAGE TO RENTED PREMISES (Ea occurence)	s
CLAIMS MADE OCCUR		ĺ	ŀ	MED EXP (Any one person)	s
	_		1		
				PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PE	R		Ì	GENERAL AGGREGATE	\$
POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG	\$
AUTOMOBILE LIABILITY					
ANY AUTO			ļ	COMBINED SINGLE LIMIT (Ea accident)	s
ALL OWNED AUTOS	1			(Ea accident)	*
SCHEDULED AUTOS	·			BODILY INJURY	
 				(Per person)	\$
HIRED AUTOS					
NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	•			PROPERTY DAMAGE (Per accident)	S
GARAGE LIABILITY					
ANY AUTO	1			AUTO ONLY - EA ACCIDENT	\$
1 5	1			OTHER THAN EA ACC	\$
EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG	\$
OCCUR CLAIMS MADE	1	i		EACH OCCURRENCE	\$
C OCAMO MADE		j	`	AGGREGATE	s
1 1	· 1	. [\$
DEDUCTIBLE	1	1		· · · · · · · · · · · · · · · · · · ·	s
RETENTION \$			ł		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1-Z21-968255-019	11/01/2009	11/01/2010	WC STATU- OTH-	\$
ANY PROPRIETOR/PARTNER/EVECUTE/F			ł		
OFFICER/MEMBER EXCLUDED?	1		F	E.L. EACH ACCIDENT	\$
SPECIAL PROVISIONS below			F		\$
OTHER				E.L. DISEASE - POLICY LIMIT	\$
		l			
		1			
SOUD TO BE OBLIGHTON		-			
SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES / EXCLUSIONS ADDED BY ENDORSE	MENT/SPECIAL PROV	/ISIONS		
xcept 10 days for non-payment of premium					
to days for non-payment of premium	ι.				
	O-ate -				
	Ceruncate o	of Insurance No. 13			
				•	
RTIFICATE HOLDER					
		CANOCILATION			

Palm Beach County Board of County

West Palm Beach, FL 33406

c/o Palm Beach County Department of Airports 846 Palm Beach International Airport

Commissioners

ACORD 25 (2001/08)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIF

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRIT

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO S IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS C

© ACORD CORPORATION

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Gayla L. Guest, Vice President

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

INSURANCE BINDER

OPID AG DATE (MM/DD/YYYY)
12/04/2009

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO TH		HE REVERSE S			
AGENCY	COMPANY Travelers Indemnit	y Co. of	CT	# 14801	
Brown & Brown of Florida, Inc.	DATE EFFECTIVE	TIME	DAT	EXPIRATION E	TIME
2600 Lake Lucien Dr., Ste. 330 Maitland FL 32751-7234		X AM			12:01 AM
Jeffrey R. Seidl, CIC, CRM	12/01/09 12:	.	12/3		NOON
PHONE (A/C, No, Ext): 407-660-8282 (A/C, No): 407-660-2012			· ·		
CODE: SUB CODE:	THIS BINDER IS ISSUED TO I	EXTEND COVERAGE P-810-915F	IN THE ABOVE	NAMED COMPA	ANY
AGENCY CUSTOMER ID: LIGHT-3	DESCRIPTION OF OPERATIONS/VEI			tion)	
INSURED	1		-		
The Lightship Group 8249 Parkline Blvd.,Suite#200 Orlando FL 32809	Automobile Liabil	ity Covera	age		
COVERAGES			LIMIT	S	
TYPE OF INSURANCE COVERAGE/FO	RMS	DEDUCTIBLE	COINS %	AMOL	JNT
PROPERTY CAUSES OF LOSS					
BASIC BROAD SPEC					
GENERAL LIABILITY		EACH OCCURRE	ENCE	s	· · · · · · · · · · · · · · · · · · ·
COMMERCIAL GENERAL LIABILITY		DAMAGE TO			
		RENTED PREMIS		\$	
CLAIMS MADE OCCUR		MED EXP (Any or		\$	
 		PERSONAL & AE		\$	
		GENERAL AGGE		\$	
RETRO DATE FOR CLAIMS MADE:	· · · · · · · · · · · · · · · · · · ·	PRODUCTS - CC	MP/OP AGG	\$	
		COMBINED SING	SLE LIMIT	\$1,000,	000.
X ANY AUTO		BODILY INJURY	(Per person)	\$	
ALL OWNED AUTOS		BODILY INJURY	(Per accident)	\$	
SCHEDULED AUTOS		PROPERTY DAM	MAGE	\$	
X HIRED AUTOS		MEDICAL PAYME	ENTS	\$EXCLUD	ED
X NON-OWNED AUTOS		PERSONAL INJU	IRY PROT	\$10,000	•
X HIRED PHYS DAMA		UNINSURED MO	TORIST	\$100,00	0.
X RENT REIMB				\$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE ALL VEHICLES X SCHEDULED VEH	HICLES	X ACTUAL C	ASH VALUE		
X COLLISION;		STATED A	MOLINT	\$	
X OTHER THAN COL:				•	
GARAGE LIABILITY	Miguested		0	***************************************	
ANY AUTO	requested	onu.			
	\mathcal{O}	1			
	budes	Krom.	~~·		
EXCESS LIABILITY	•	D : r		1	
UMBRELLA FORM	Co W	N een	now	<i>a</i> ———	
OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:	co w	. 0		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
THE THAT ON CLEEK TOTAL THE POT CLAIMS MADE:	52.5	ecen	_d		
WORKER'S COMPENSATION					
AND EMPLOYER'S LIABILITY					
LIMPLOTER 3 LIADILITY		DYEL	_ ملحد		· · · · · · · · · · · · · · · · · · ·
See Attached Vehicle Schedule		PStep	V.()		
SPECIAL CONDITIONS/)			
ÖTHER COVERAGES					
	, e				
NAME & ADDRESS					
	AUTHORIZED REPRESENTATIVE		····		
				`	
		4f			
ACORD 75 (2004/09) NOTE: IMPORTANT STATE INF	ORMATION ON REVERSE SIL	O AC	ORD CORPO	DRATION 19	93-2004

ACORD

INSURANCE BINDER

OP ID AG DATE (MM/DD/YYYY)
12/04/2009

AGENCY	SUMANUE CONTINACT, SUBJECT TO TH	COMPANY	LILITATION		14802
AGENCY		Travelers Prop Cas	Co of Ame	er	14802
Brown & Brown of Flori	da, Inc.	DATE EFFECTIVE T			EXPIRATION
2600 Lake Lucien Dr.,	Ste. 330	DATE EFFECTIVE T	IME	DATE	TIME
Maitland FL 32751-7234			X AM	10/0	X 12:01 AM
Jeffrey R. Seidl, CIC,		12/01/09 12:03	L PM	12/3	0/09 NOON
PHONE (A/C, No, Ext): 407-660-8282	(A/C, No): 407-660-2012	THIS BINDER IS ISSUED TO EX	TEND COVERAGE	IN THE ABOVE	NAMED COMPANY
CODE:	SUB CODE:	PER EXPIRING POLICY #: P			
AGENCY CUSTOMERID: LIGHT-3		DESCRIPTION OF OPERATIONS/VEHIC	LES/PROPERTY (I	ncluding Locat	ion)
INSURED		Excess Liability			
The Lightship Gro 8249 Parkline Blv Orlando FL 32809	oup d.,Suite#200				
COVERAGES				LIMIT	5
TYPE OF INSURANCE	COVERAGE/FO	RMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS					
BASIC BROAD SPEC					
	<u> </u>				
GENERAL LIABILITY			EACH OCCURRE	NCE	\$
COMMERCIAL GENERAL LIABILITY	·.		DAMAGE TO RENTED PREMIS		\$
CLAIMS MADE OCCUR			MED EXP (Any or		\$
300011			PERSONAL & AD		\$
	•		GENERAL AGGR		\$
	DETEC DATE FOR OLASHIC MARK.		PRODUCTS - CO		\$
AUTOMOBILE LIABILITY	RETRO DATE FOR CLAIMS MADE:				
			COMBINED SING		\$
ANY AUTO			BODILY INJURY		\$
ALL OWNED AUTOS			BODILY INJURY	·	\$
SCHEDULED AUTOS			PROPERTY DAM	AGE	\$
HIRED AUTOS			MEDICAL PAYME	NTS	\$
NON-OWNED AUTOS	•	•	PERSONAL INJU	RY PROT	\$
· ·			UNINSURED MO	TORIST	\$
•					\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE	ALL VEHICLES SCHEDULED VE	HICLES	ACTUAL C	ASH VALUE	
COLLISION:			STATED A	MOUNT	\$
OTHER THAN COL:			OTHER		
GARAGE LIABILITY			AUTO ONLY - EA	ACCIDENT	\$
ANY AUTO			OTHER THAN AU		
,			<u> </u>		\$
				H ACCIDENT	
EXCESS LIABILITY				GGREGATE	\$ \$9,000,000
 1			EACH OCCURRE	INCE	
UMBRELLA FORM			AGGREGATE		\$9,000,000
X OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:		SELF-INSURED F		<u> </u>
	·			JTORY LIMITS	
WORKER'S COMPENSATION AND			E.L. EACH ACCID		\$
AND EMPLOYER'S LIABILITY			E.L. DISEASE - E	A EMPLOYEE	\$
			E.L. DISEASE - P	OLICY LIMIT	\$
SPECIAL CONDITIONS			FEES		\$
SPECIAL CONDITIONS/ OTHER COVERAGES			TAXES		\$
OUTENACES			ESTIMATED TOT	AL PREMIUM	\$
NAME & ADDRESS					
		MORTGAGEE ADD	TIONAL INSURED	· · · · · · · · · · · · · · · · · · ·	
		LOSS PAYEE			
		LOAN#			
		AUTHORIZED REPRESENTATIVE			
					_
			UN A)
ACODD 75 (0004/00)	NOTE HER STATE		17/2 C		
ACORD 75 (2004/09)	NOTE: IMPORTANT STATE INF	JUDIER TIME AND DEVERSE SINC	(A) A C (IND CUDDO	38 ATION 1993-2004

ACORD		OF	CERTIFIC	CERTIFICATE OF LIABILITY INSURANCE					
PRODUCER							LIGHT-3 D AS A MATTER OF INFO	01/04/10 RMATION	
Bro	12077	£	Brown of Florida,	Tna	ONLY AND	ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE			
260	00 1	Lak	e Lucien Dr., Ste.	330		HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Maitland FL 32751-7234 Phone: 407-660-8282 Fax: 407-660-2012									
INSURED					INSURERS A	INSURERS AFFORDING COVERAGE			
TO THE STATE OF TH					INSURER A:	Travelers I	ind. of CT		
The Lightship Group, A						Travelers Prop Cas	Co of Amer	25674	
The Lightship Group, A Florida General Partnership 8249 Parkline Blvd #200									
Orlando FL 32809						*			
COVERAGES									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING									
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	ADD'L INSRD TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
		GEN	IERAL LIABILITY		DATE (MM/DD/TT)	DATE (MADDITT)	EACH OCCURRENCE	\$	
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$	
			CLAIMS MADE OCCUR			•	MED EXP (Any one person)	\$	
					-		PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
		GEN	L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$	
			POLICY PRO- JECT LOC					· · · · · · · · · · · · · · · · · · ·	
A		AUT X	OMOBILE LIABILITY ANY AUTO	810-915K0311	10/31/09	10/31/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.	
			ALL OWNED AUTOS		10,51,03	10/31/10			
			SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
		x	HIRED AUTOS				500000000000000000000000000000000000000		
		x	NON-OWNED AUTOS	•			BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
		GAR	AGE LIABILITY			1	AUTO ONLY - EA ACCIDENT	\$	
			ANY AUTO	'			OTHER THAN EA ACC	\$	
							AUTO ONLY: AGG	\$	
		EXC	ESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$9,000,000	
B		X	OCCUR CLAIMS MADE	PFS-EX-915K0311-TIL-09	10/31/09	10/31/10	AGGREGATE	\$9,000,000	
			•					\$	
			DEDUCTIBLE					\$	
		X	RETENTION \$ 0					\$	
	WOR	KERS OYER	COMPENSATION AND			.]	TORY LIMITS ER		
	ANY F	ROPE	RIETOR/PARTNER/EXECUTIVE IEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
	If ves	desci	ribe under				E.L. DISEASE - EA EMPLOYEE	\$	
	OTHE		ROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$	
ļ				*					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS									
The state of the s									
CERTIFICATE HOLDER CA						CANCELLATION			
PALMB22						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
- ADMID22					- 1	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN			
Palm Beach County Department						NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
	of Airports 846 Palm Beach Int'l Airport					IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
	West Palm Beach FT. 33406					REPRESENTATIVES.			

ACORD 25 (2001/08)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)