

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: June 3, 2025**

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

**Submitted By: Department of Airports**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** Operating Permit with National Air Cargo Group Inc., d/b/a National Airlines (National), a Florida corporation, authorizing the use of terminal facilities at the Palm Beach International Airport (PBI) for a single flight operation to Orlando International Airport (MCO) on February 24, 2025, for payment of fees by National in the amount of \$3,113.10.

**Summary:** The Operating Permit authorized National to use the terminal facilities at PBI for a single charter flight to MCO on February 24, 2025. Charges include landing, ticket counter, gate, baggage handling, and federal inspection service facility usage fees in the amount of \$3,113.10. Resolution 2014-1709 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form Operating Permit. **Countywide (AH)**

**Background and Justification:** National is an airline headquartered in Orlando, Florida. National requested an Operating Permit to use the terminal facilities at PBI for a single charter flight operation on February 24, 2025.

**Attachments:**

1. Operating Permit (1) (w/ Attachments A, B & C)

**Recommended By:**  
SL

Department Director

4/29/25

Date \_\_\_\_\_

**Approved By:**

**Assistant County Administrator**

5/15/25

**Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
Operating Revenues	(\$3,113)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$3,113)	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is item included in proposed budget? Yes No X  
Does this item include the use of federal funds? Yes No X  
Does this item include the use of state funds? Yes No X

Budget Account No: Fund 4100 Department 120 Unit 8320 / 8421 / 8430  
Resource 4402 / 4471 / 4414 / 4418 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The fiscal impact for this Operating Permit is \$3,113.10, for landing, ticket counter, gate, baggage handling, and federal inspection service facility usage fees.

C. Departmental Fiscal Review: [Signature] 4/29/25

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 5/1/2025  
MD 4/30 OFMB QA 4/30  
[Signature] 5/1/25  
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 5-1-25  
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**PALM BEACH INTERNATIONAL AIRPORT**  
**OPERATING PERMIT**

<b>1. Air Transportation Company ("Permittee"):</b> Permittee: <u>National Air Cargo Group, Inc d/b/a National Airlines</u> Address: <u>5955 T G Lee Blvd</u> <u>Suite 500</u> <u>Orlando, FL 32822</u>  Phone: <u>407-283-6386</u> Fax: <u>407-313-2256</u>	<b>2. Contact Person:</b> Name: <u>Ralph A. Freeman</u> Title: <u>Director of Operations</u> Address: <u>5955 T G Lee Blvd</u> <u>Suite 500</u> <u>Orlando, FL 32822</u>  Phone: <u>407-283-6386</u> Mobile: _____ Fax: <u>407-313-2256</u> E-mail: <u>missions@nationalairlines.com</u>
<b>3. Ground Handler Contact Information:</b>  Ground Handler: <u>AGI</u> Contact: <u>David Gordon</u> Phone: <u>561-615-5878 / 734-818-0176</u> E-mail: <u>dgordon@agi.aero</u>	
<b>4. Description of Permitted Flight Operations:</b> A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.	
<b>5. Insurance Requirements:</b> Permittee shall maintain at its sole expense, in force and effect at all times during the term of this Permit, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Permit. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Permittee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Permittee under the Permit. Permittee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.  A. <u>Aviation Liability/Commercial General Liability Insurance.</u> Permittee shall maintain Aviation Liability/Commercial General Liability Insurance at limits of not less than: (1) Fifty Million Dollars (\$50,000,000) in the event Permittee is operating aircraft with fifty (50) seats or less, or (2) One Hundred Million Dollars (\$100,000,000) in the event Permittee is operating aircraft with more than fifty (50) seats each with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury (Twenty Five Million Dollar (\$25,000,000) sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability. In the event Permittee is authorized to serve alcoholic beverages on the Airport, Permittee shall provide an endorsement to the Permittee Liability/Commercial General Liability Insurance or separate coverage for Liquor Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.  Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.  B. <u>Aircraft Liability Insurance.</u> Permittee shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Permittee, including Passenger, Bodily Injury (including death) and Property Damage Liability in a Combined Single Limit Amount of not less than One Hundred Million Dollars (\$100,000,000) Each Occurrence.  C. <u>Business Automobile Liability Insurance.</u> Permittee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not	

**PALM BEACH INTERNATIONAL AIRPORT**  
**OPERATING PERMIT**

less than One Million Dollars (\$1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Permittee's operations under this Permit require vehicle access to the aircraft operations area, Permittee shall maintain Business Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Permittee's operations under this Permit do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

Additional Insured Endorsement: The Automobile Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- D. Workers' Compensation Insurance & Employer's Liability: Permittee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Permittee shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.
- F. Waiver of Subrogation: Except where prohibited by law, Permittee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Permittee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- G. Certificates of Insurance: On execution of this Permit, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Permit, the Permittee shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Permit have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
E-Mail: [properties@pbia.org](mailto:properties@pbia.org)

- H. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**6. Indemnification:**

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the Palm Beach International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would

**PALM BEACH INTERNATIONAL AIRPORT**  
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not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

**7. Facilities Usage:**  
Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

**8. Fees & Charges:**  
Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

**9. Laws, Regulations and Requirements:**  
Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 - 2-440 and County Resolution R-2014-1421, as may be amended, scrutinized companies requirement pursuant to F.S. 287.135, 215.4725 and 215.473 and the nondiscrimination provisions as shown in Attachment "B".

**10. Revocation of Permit:**  
This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

**11. Signature:**  
This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

**12. Human Trafficking Affidavit:**  
Permittee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Permittee has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Helgert  
Assistant County Attorney

Signed, sealed and delivered in  
the presence of two witnesses  
for Permittee:

[Signature]  
Witness

Robert Schlager  
Typed or printed name

[Signature]  
Witness

Richard Reid  
Typed or printed name

(Seal)

PALM BEACH COUNTY,  
a political subdivision of the State of Florida,  
by its Department of Airports

By: [Signature]  
Department Director

Date: 2/20/25

PERMITTEE

By: [Signature]  
Signature

Jason Cutler  
Typed or printed name

Title: Vice-President of Finance & Secretary

Date: 02/19/025

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**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

<b>Flight Operation #1:</b>			
Arrive PBI Date:	24FEB2025	Time:	13:30 EST
Origin:	MMPR		
Destination:	KPBI		
Depart PBI Date:	24FEB2025	Time:	15:30 EST
Origin:	KPBI		
Destination:	KMCO		
<b>Terminal Usage:</b>			
Per Use Ticket Counter:	N/A		
Estimated time of usage:	N/A		
<b>Aircraft Information:</b>			
Name of Aircraft Operator:	National Air Cargo Group, Inc d/b/a National Airlines		
Aircraft Description:	Airbus A330-200		
Maximum Gross Landing Weight:	400,000 LBS		
Estimated Number of Passengers:	209 (Offload only)		
<b>Flight Operation #2:</b>			
Arrive PBI Date:		Time:	
Origin:			
Destination:			
Depart PBI Date:		Time:	
Origin:			
Destination:			
<b>Terminal Usage:</b>			
Per Use Ticket Counter:			
Estimated time of usage:			
<b>Aircraft Information:</b>			
Name of Aircraft Operator:			
Aircraft Description:			
Maximum Gross Landing Weight:			
Estimated Number of Passengers:			
<b>Flight Operation #3:</b>			
Arrive PBI Date:		Time:	
Origin:			
Destination:			
Depart PBI Date:		Time:	
Origin:			
Destination:			
<b>Terminal Usage:</b>			
Per Use Ticket Counter:			
Estimated time of usage:			
<b>Aircraft Information:</b>			
Name of Aircraft Operator:			
Aircraft Description:			
Maximum Gross Landing Weight:			
Estimated Number of Passengers:			

**ATTACHMENT “B”  
NONDISCRIMINATION  
(page 1 of 2)**

Nondiscrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Permittee warrants and represents that throughout the term of the Operating Permit, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Operating Permit.

**A. Title VI Clauses for Compliance with Nondiscrimination Requirements.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Permittee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Operating Permit.
2. **Nondiscrimination:** Permittee, with regard to the work performed by it during this Operating Permit, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Operating Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Permittee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Permittee of Permittee’s obligations under this Operating Permit and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Permittee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Permittee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non-discrimination provisions of this Operating Permit, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Permittee under this Operating Permit until Permittee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Permittee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Permittee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Permittee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Permittee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Permittee may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

**ATTACHMENT “B”  
NONDISCRIMINATION  
(page 2 of 2)**

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. Permittee for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Permittee will use the Permittee Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter or re-enter and repossess the Permittee Premises and the facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.**

Permittee for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Operating Permit for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**E. Airport Concession Disadvantaged Business Enterprises (“ACDBE”).**

This Operating Permit may be subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Permittee 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 concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Permittee agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

Permittee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligation to another, the transferee is obligated in the same manner as Permittee. This provision obligates Permittee for the period during which the property is owned, used or possessed by Permittee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



**ATTACHMENT "C"**  
**NONGOVERNMENTAL ENTITY HUMAN**  
**TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**  
**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of National Air Cargo Group, Inc d/b/a National Airlines, Permittee and attest that Permittee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

Ralph A. Freeman  
(Signature of officer or representative)

Ralph A. Freeman  
(Printed name of officer or representative)

**State of** FLORIDA

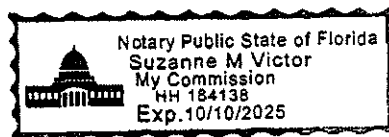
**County of** ORANGE

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 13<sup>th</sup> day of February 2025 by Ralph A. Freeman

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

Suzanne M Victor  
NOTARY PUBLIC  
My Commission Expires: 10/10/2025  
State of FLORIDA at large



(Notary Seal)

**C E R T I F I C A T E**  
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Jason Cutler is the Secretary of National Air Cargo Group, Inc., a corporation organized and existing in good standing under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 18th day of February, 2025, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Palm Beach Airport Operating Permit between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Jason Cutler, the Secretary of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 18th day of February, 2025.

  
[Signature]

Jason Cutler, Secretary

Seal



NATIONAL AIR CARGO GROUP, INC.  
WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
IN LIEU OF AN ANNUAL MEETING

The undersigned, being all of the directors of National Air Cargo Group, Inc., a Florida corporation (the “Company”), acting pursuant to the provisions of §§607.0820 and 607.0821 of the Florida Business Corporation Act (the “Act”) and the Bylaws of the Company, do hereby take the following actions and adopt the following resolutions for and on behalf of the Company, which actions and resolutions shall have the same force and effect as if taken by affirmative vote at an annual meeting of the Board of Directors of the Company duly called and held under the Act.

Officers

WHEREAS, the Board of Directors has determined that it is advisable and in the best interests of the Company to hold an annual meeting by written consent and to appoint the officers of the Company who are to serve in such capacities until their successors are duly appointed and qualified.

NOW THEREFORE, BE IT RESOLVED, that all persons heretofore serving as officers of the Company are hereby immediately removed from such positions; and it is

FURTHER RESOLVED, that the following persons are hereby appointed to the officer positions identified below and shall have all of the powers, authorities and responsibilities afforded to the person holding such office under the Act, the Articles of Incorporation of the Company and the Bylaws of the Company, to serve in such capacity until their respective successors are duly appointed;

<u>Name</u>	<u>Position</u>
Christopher J. Alf	Chairman of the Board and President
Jason Cutler	Secretary and Treasurer

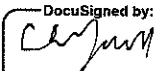
FURTHER RESOLVED, that any actions taken by the officers of the Company prior to the date hereof for and on behalf of the Company are hereby ratified, confirmed and approved as the acts and deeds of the Company; and it is

FURTHER RESOLVED, that the registered agent of the Company and all of its United States subsidiaries and affiliates shall be changed to Capitol Services, and each of the officers of the Company shall be, and hereby is, empowered, authorized and directed to do all things, pay all monies and execute and deliver all instruments and documents that any of them determine are necessary or advisable to implement this resolution; and it is

FURTHER RESOLVED, that this Written Consent of the Board of Directors in Lieu of an Annual Meeting may be executed in any number of counterparts, by facsimile or by e-mail, each of which shall constitute an original and all of which taken together shall constitute one and the same original; and it is

FURTHER RESOLVED, that the Secretary of the Company be, and he hereby is, authorized, empowered and directed to insert, or cause to be inserted, this Written Consent of the Board of Directors in Lieu of an Annual Meeting, or a copy hereof, in the minutes of the proceedings of the Board of Directors of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors in Lieu of an Annual Meeting as of the date of the last of their signatures hereto.

DocuSigned by:  
  
48395848C5E4471F  
Christopher J. Alf  
Date: 5/23/2024

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on July 6, 2021, to Articles of Incorporation for NATIONAL AIR CARGO GROUP, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P13000050599.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-eighth day of July, 2021



CR2E022 (01-11)

Laurel M. Lee

Secretary of State

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
NATIONAL AIR CARGO GROUP, INC.**

**FILED**

2021 JUL -6 PM 12: 45

SECRETARY OF STATE

Pursuant to Sections 607.1006 and 607.1007 of the Business Corporation Act of the State of Florida, the undersigned, being the Secretary and Treasurer of National Air Cargo Group, Inc. (the "Corporation"), a Florida corporation, and desiring to amend and restate its Articles of Incorporation, does hereby certify:

FIRST: Articles of Incorporation of the Corporation were filed with the Secretary of State of Florida on June 11, 2013, Document No. P13000050599.

SECOND: Amended and restated articles of incorporation were adopted by all of the directors and all of the holders of the voting stock of the Corporation pursuant to sections 607.0821 and 607.0704 of the Florida Business Corporation Act on June 30, 2021. The number of votes cast for the amendment to the Corporation's Articles of Incorporation was sufficient for approval.

THIRD: The text of the Articles of Incorporation are hereby amended and restated as herein set forth in full and shall supersede the original Articles of Incorporation and all amendments are hereby consolidated into a single document.

**ARTICLE I  
NAME**

The name of the Corporation is NATIONAL AIR CARGO GROUP, INC.

**ARTICLE II  
DURATION**

The term of existence of the Corporation is perpetual.

**ARTICLE III  
PURPOSE**

The Corporation may transact any and all lawful business for which corporations may be organized under the Florida Business Corporation Act.

**ARTICLE IV  
PRINCIPAL OFFICE AND MAILING ADDRESSES**

The principal office and mailing address of the Corporation is 5955 T.G. Lee Boulevard, Suite 500, Orlando, Florida 32822.

**ARTICLE V  
CAPITAL STOCK**

The maximum number of shares that this Corporation shall be authorized to issue and have outstanding at any one time shall be 1,000 shares, of which all 1,000 shares shall be designated Common Stock, \$0.001 par value. Each issued and outstanding share of Common Stock shall be entitled to vote on each matter submitted to a vote at a meeting of the shareholders.

**ARTICLE VI  
REGISTERED OFFICE AND AGENT**

The street address of the Corporation's registered office is Capitol Corporate Services, Inc., 515 E Park Ave, 2nd Floor, Tallahassee, FL 32301.

**ARTICLE VII  
AFFILIATED TRANSACTIONS**

The Corporation expressly elects not to be governed by Section 607.0901 of the Florida Business Corporation Act, as amended from time to time, relating to affiliated transactions.


**ARTICLE VIII  
CONTROL SHARE ACQUISITIONS**

The Corporation expressly elects not to be governed by Section 607.0902 of the Florida Business Corporation Act, as amended from time to time, relating to control share acquisitions.

**ARTICLE IX  
INDEMNIFICATION**

The Corporation shall indemnify any present or former officer or director, or person exercising powers and duties of an officer or a director, to the full extent now or hereafter permitted by law.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 30<sup>th</sup> day of June, 2021.

DocuSigned by:  
  
Jason Cutler, Secretary and Treasurer

**CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT**

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of National Air Cargo Group, Inc., a Florida corporation (the "Corporation"), in the Corporation's Amended and Restated Articles of Incorporation

Having been named as registered agent and to accept services of process for the Corporation at the registered office designated in the Corporation’s Amended and Restated Articles of Incorporation, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 30<sup>th</sup> day of June, 2021.

Capitol Corporate Services, Inc.

By: DeLanie Case  
Name: DeLanie Case  
Title: asst sec



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 28, 2021

GALLER CORPORATE LAW GROUP  
9466 GEORIGA AVENUE, SUITE 130  
SILVER SPRING, MD 20910 US

Re: Document Number P13000050599

The Articles of Amendment to the Articles of Incorporation for NATIONAL AIR CARGO GROUP, INC., a Florida corporation, were filed on July 6, 2021.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Anissa Butler  
Regulatory Specialist II  
Division of Corporations

Letter Number: 121A00017596

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314





**CERTIFICATE OF INSURANCE**  
(Sometimes referred to herein as "this Certificate")

Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms"), this is to certify to:

**Palm Beach County Board of County Commissioners**  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
E-Mail: [properties@pbia.org](mailto:properties@pbia.org)

(Sometimes referred to herein as "the Certificate Holder(s)" and/or "Contract Party(ies)")

that the Insurers referred to below, each for their own part and not one for the other, are providing the following insurance:

**NAMED INSURED(S):**

National Air Cargo Holdings, Inc., National Air Cargo Group, Inc., National Cargo Inc., National Air Cargo (Deutschland) GmbH, National Air Cargo Group, Inc., DBA National Airlines, National Air Cargo Middle East FZE, AC SPE 2 LLC, AC SPE 3 LLC, AC SPE 4 LLC, AC SPE 5 LLC, AC SPE 6 LLC, AC SPE 7 LLC, AC SPE 8 LLC, AC SPE 9 LLC, AC SPE 10 LLC, AC SPE 11 LLC, AC SPE 12 LLC, AC SPE 13 LLC, AC SPE 14 LLC, EN SPE 1 LLC (hereinafter, the "Named Insured(s)")

**NAMED INSURED'S ADDRESS:**

5955 TG Lee Blvd. Orlando, FL 32822 (hereinafter, the "Named Insured(s)' Address")

**POLICY PERIOD:**

December 1, 2024 to December 1, 2025 on both dates at 12:01AM local time at the Named Insured's Address (hereinafter, the "Policy Period")

**POLICY(IES) (hereinafter, the "Policy(ies)"/INSURERS (hereinafter, "Insurers")/POLICY NUMBERS:**

A Schedule of Policy(ies), Insurers and Policy Numbers is attached.

**SEVERAL LIABILITY NOTICE:** The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely 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. LSW 1001 (Insurance)

**GEOGRAPHICAL LIMITS:** Worldwide; however in the case of airline hull (including spares) war insurance: Worldwide, subject to Kiln Geographic Areas Exclusion Clause LSW617G, as attached, and amended to write-back Colombia, Ecuador, Georgia, Ivory Coast, Nigeria, The Republic of Sudan, South Sudan and Iraq. No overnighing in Nigeria. In respect of Iraq, Sudan, South Sudan, Ivory Coast aircraft to be on ground a maximum of 4 hours. Excluding Russia, Belarus, Ukraine and Crimea.



**DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES:**

Charter Agreement between one or more of the Certificate Holder(s) and one or more of the Named Insured(s) regarding the Equipment (as described below) (hereinafter, the "Contract(s)").

**CONTRACT(S):**

As respects contract between the Named Insured and the Certificate Holder(s).

**COVERAGES**

**Comprehensive Airline Liability Insurance** - including Bodily Injury, Property Damage, Passenger Legal Liability and Premises Liability, subject to the policy terms, conditions, limitations, exclusions, and deductibles.

**All Risks Aircraft Hull Insurance Including Aircraft Hull War Insurance** - Including engines attached to airframe, subject to policy terms, conditions, limitations, exclusions, and deductibles.

**All Risks Spare Parts Insurance** - Covering the engines and other equipment that can be attached to an Aircraft, but which are not attached to an Aircraft when a loss occurs.

**Aviation General Liability Insurance** - including, inter alia, premises liability, products and completed operations liability, hangarkeepers liability, cargo legal liability, liquor liability, fire legal liability - real property, excess automobile liability, excess employers liability, and Extended Coverage Endorsement (Aviation Liabilities) - AVN52E.

Coverage includes liability arising out of the use by the Named Insured(s) of any premises owned, leased or occupied by the Named Insured(s) which relate to the Named Insured(s)'s airline operations.

Coverage includes liability arising out of the use by the Named Insured(s) of any automobile or mobile equipment operated by the Named Insured(s) while on restricted airport premises.

**AMOUNT OF INSURANCE****Aircraft Liability Insurance:**

Combined single limit (bodily injury, property damage, personal injury (passengers only)): US\$1,000,000,000 any one occurrence/offense and in the annual aggregate as respects personal injury liability (passengers only), subject to the following sublimits which are included within and not in addition to the limit set forth above:

**Extended Coverage Endorsement (Aviation Liabilities) AVN52E:**

US\$1,000,000,000 any one occurrence and in the annual aggregate (sublimit not applicable to passengers)

**Personal Injury Liability** - to third parties other than passengers: \$25,000,000 any one occurrence, any one offense, and in the aggregate annually.

**Aviation General Liability Insurance:**

Combined single limit (bodily injury, property damage): US\$1,000,000,000 any one occurrence and in the annual aggregate as respects products and completed operations liability, subject to the following sublimits which are included within and not in addition to the limit set forth above:

**Extended Coverage Endorsement (Aviation Liabilities) AVN52E:** US\$1,000,000,000 any one occurrence and in the annual aggregate

**Excess Automobile Liability, Excess Employers Liability:** \$25,000,000 any one occurrence and in the annual aggregate, where applicable, excess of underlying primary limits of not less US\$1,000,000 any one occurrence.

**Liquor liability:** US\$15,000,000 occurrence

**Cargo liability:** \$15,000,000 each occurrence

**Fire legal liability—real property:** US\$1,000,000 each occurrence

**Amount of Hull Insurance:** Not less than Agreed Value as respects description of All Risks Aircraft Hull Insurance as described in the insurance policy.

**Amount of Spare Parts Insurance:** \$50,000,000 each item of aircraft spare parts any one occurrence and any one transit as respects description of All Risks Spare Parts Insurance.

**Deductibles - Liability/Hull:**

The Liability coverages are subject to a deductible for baggage.

The Hull coverage is subject to the following deductible (not applicable to Total, Constructive Total Loss or Arranged Total Loss): Flight/Taxiing, Ground and Ingestion \$500,000 as respects Narrow Body Aircraft each and every loss, and \$750,000 as respects Hybrid Aircraft each and every loss and \$1,000,000 as respects Wide Body Aircraft each and every loss.

**Deductibles - Spare Parts:**

The Spare Parts coverage is subject to a deductible each occurrence as specified in the policy.

**Deductibles – Cargo:**

The Cargo Legal Liability is subject to a deductible each occurrence as specified in the policy.



### **SPECIAL PROVISIONS:**

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles warranties and endorsements remaining paramount: Solely as respects: (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provisions apply:

The use of the term *Additional Insureds* (collectively, the *Additional Insureds*, individually an *Additional Insured*), and when used in the context of coverage other than Liability Coverage, are solely for the purpose of identifying parties and does not, by virtue of the use of these terms, convey any benefits or rights not provided for under the policies.

**Solely as respects airline liability insurance:** Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as additional insured(s) (the "Additional Insured(s)") as their respective interests may appear, warranted no operational interest.

**As respects airline liability insurance, aircraft hull insurance and/or aircraft spare parts insurance:** In the event of cancellation of the Policy(ies) (for any reason whatsoever, including nonpayment of premium) by Insurers or adverse material change of the Policy(ies) by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured(s) until thirty (30) days after issuance of notice to the Certificate Holder(s) (through Lockton Companies) at the address(es) shown on the first page of this Certificate.

As respects each Certificate Holder's respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate: (i) does not constitute a contract between Insurers, Lockton Companies and the Certificate Holder(s); (ii) is issued as a summary of the Policy(ies) referred to herein; (iii) is issued as a matter of information only; (iv) confers no rights upon the Certificate Holder(s) (and/or any other party that may be named in this Certificate as additional insured(s), loss payee(s), contract party(ies) or otherwise) other than those provided by the Policy(ies); (v) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (vi) notwithstanding any requirement, term or condition of any contract, agreement or other document with respect to which this Certificate may be issued or may pertain, is subject always to the Policy(ies)' Terms. The undersigned has been authorized by the above Insurers to issue this Certificate on their behalf and is not an insurer and has no liability of any sort under the Policy(ies) as an insurer as a result of this certification.

Roger Maldonado—SVP, Aviation Practice  
Lockton Companies—Southeast Series



National Air Cargo Holdings, Inc., National Air Cargo Group, Inc., National Cargo Inc., National Air Cargo (Deutschland) GmbH, National Air Cargo Group, Inc., DBA National Airlines, National Air Cargo Middle East FZE, AC SPE 2 LLC, AC SPE 3 LLC, AC SPE 4 LLC, AC SPE 5 LLC, AC SPE 6 LLC, AC SPE 7 LLC, AC SPE 8 LLC, AC SPE 9 LLC, AC SPE 10 LLC, AC SPE 11 LLC, AC SPE 12 LLC, AC SPE 13 LLC, AC SPE 14 LLC, EN SPE 1 LLC (hereinafter, the "Named Insured(s)")

**Aircraft Hull (Ground, Taxiing and Flight Risks) Insurance**  
**Aircraft Spare parts Insurance**  
**Airline Liability Insurance**  
**December 1, 2024 to December 1, 2025**

Insurer/Address	Policy Number	Line Share
XL Specialty Insurance Company through XL Catlin as lead and Various insurance companies 200 Liberty Street, 25th Fl, New York, NY 10281	UA00002246AV24A	100%

**Aircraft Hull Deductible Insurance**  
**December 1, 2024 to December 1, 2025**

Insurer/Address	Policy Number	Line Share
Swiss Re Through Lockton UK	AVNLS2402588	100%

**Airline Hull (Including Spares) War Insurance**  
**December 1, 2024 to December 1, 2025**

Insurer/Address	Policy Number	Line Share
Various Lloyds of London Syndicates, British Insurance Companies and Others (each for their own part and not one for the other)	AVNLS2402585	100%

**SEVERAL LIABILITY NOTICE:** The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely 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 obligation.

**PLEASE READ CAREFULLY**

Under the attached certificate, Insurers have agreed to give notice in certain circumstances. However, please be aware that notwithstanding anything contained in the attached certificate, notice will only be passed on to the parties detailed herein utilizing e-mail. As e-mail is the most efficient way for notice to be forwarded to you, please provide this information to us at [NationalAirCOLrequest@lockton.com](mailto:NationalAirCOLrequest@lockton.com). Please note that failure to advise us of your current details will not enable us to pass on any notice received.

**Please advise us promptly of any changes that need to be made to this schedule by e-mail.**



CERTIFICATE OF LIABILITY INSURANCE

12/1/2025 2/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Starr Surplus Lines Insurance Company	
	INSURER B : Starr Specialty Insurance Company	
	INSURER C : Starr Indemnity & Liability Company	
INSURED 1476639 National Air Cargo, Inc. 350 Windward Drive Orchard Park NY 14127	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 21423975 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	1000305370241	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1000600373241	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	1000305647241	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000003898	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

21423975 National Airlines 5955 T.G. Lee Blvd, Suite 500 Orlando FL 32822	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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US Department  
of Transportation  
Federal Aviation  
Administration

# Air Carrier Certificate

This certifies that

NATIONAL AIR CARGO GROUP, INC.  
5955 T.G. LEE BLVD.  
CITADEL II BUILDING, SUITE 500  
ORLANDO, FL 32822

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Thomas A. Winston

(Signature)

Manager, Flight Standards  
Division

(Title)

Southern Region

(Region/Office)

Certificate number: U2RA944L

Effective Date: August 8, 2007

Issued at: SO-67