



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(11,400,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(11,400,000)</b></u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No: Fund 4100 Department 120 Unit Various RSource Various  
 Reporting Category \_\_\_\_\_

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

Estimated revenue from the attached agreements is \$11,400,000 for fiscal year 2012. Revenues include terminal rents, baggage system charges, landing fees, and common use area charges.

C. Departmental Fiscal Review: *M. Simon*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB  
 YA  
 10/3/11  
*[Handwritten initials]*

*[Signature]*  
 Contract Dev. and Control  
 10-11-11 *[B. Wheeler]*

**B. Legal Sufficiency:**

*Anne Delgent* 10/2/11  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT FOR ONE-YEAR EXTENSION AND AMENDMENT OF  
AIRLINE-AIRPORT USE AND LEASE AGREEMENT  
PALM BEACH INTERNATIONAL AIRPORT**

**THIS AGREEMENT FOR ONE-YEAR EXTENSION AND AMENDMENT OF AIRLINE-AIRPORT USE AND LEASE AGREEMENT** (this "Amendment") is made and entered into AUG 29 2011, 2011, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Southwest Airlines Co., a Texas corporation, having its office and principal place of business at 2702 Love Field Drive, Dallas, Texas 75235 ("AIRLINE").

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

**WHEREAS**, AIRLINE is engaged in the business of scheduled air transportation for the carriage of persons, property, parcels, cargo, and mail; and

**WHEREAS**, COUNTY and AIRLINE have entered into that certain Airline-Airport Use and Lease Agreement dated October 19, 2006 (R2006-2642) as amended (the "Agreement"), which is scheduled to terminate on September 30, 2011; and

**WHEREAS**, COUNTY and AIRLINE desire to extend the termination date of the Agreement for one year and to amend the Agreement in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Term. The term of the Agreement shall be extended by one (1) additional year, expiring on September 30, 2012.

3. Modification of Article 22 of the Agreement. Article 22 of the Agreement is modified to add the following Section 22.31:

22.31 Office of the Inspector General. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

4. Modification of Leased Area. The parties agree that effective October 1, 2011, Exhibit "B" to the Agreement shall be replaced with the Exhibit "B" to this Amendment and Exhibit "D" to the Agreement shall be replaced with the Exhibit "D" to this Amendment.

5. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

6. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

7. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

8. Effective Date. This Amendment shall be considered effective upon execution by the parties hereto.

**IN WITNESS WHEREOF,** COUNTY and AIRLINE have executed this Amendment as of the day and year first written above.

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

*Connie Shuttler*  
Witness Signature  
Connie Shuttler  
(typed or printed)

*J S Bolton*  
Witness Signature  
Jeffrey S. Bolton  
(typed or printed)

**PALM BEACH COUNTY, FLORIDA**

By: *Jim Kelly*  
Title: DIRECTOR OF AIRPORTS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Anne Delgado*  
County Attorney

ATTEST:

By: *Ron Rich*  
Secretary

(Corporate Seal)

AIRLINE: Southwest Airlines Co.

*Bob Montgomery*  
By: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Corporate Officer-

Title: \_\_\_\_\_

**Bob Montgomery**  
Vice President - Properties

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

*Randy Gillespie*  
Witness Signature  
Randy Gillespie  
(typed or printed)

*Mary Schmittner-Wolff*  
Witness Signature  
Mary Schmittner-Wolff  
(typed or printed)

EXHIBIT "B" to Airline Operating and Lease Agreement  
Southwest Airlines Co.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)  
First Level Plan – Palm Beach International Airport

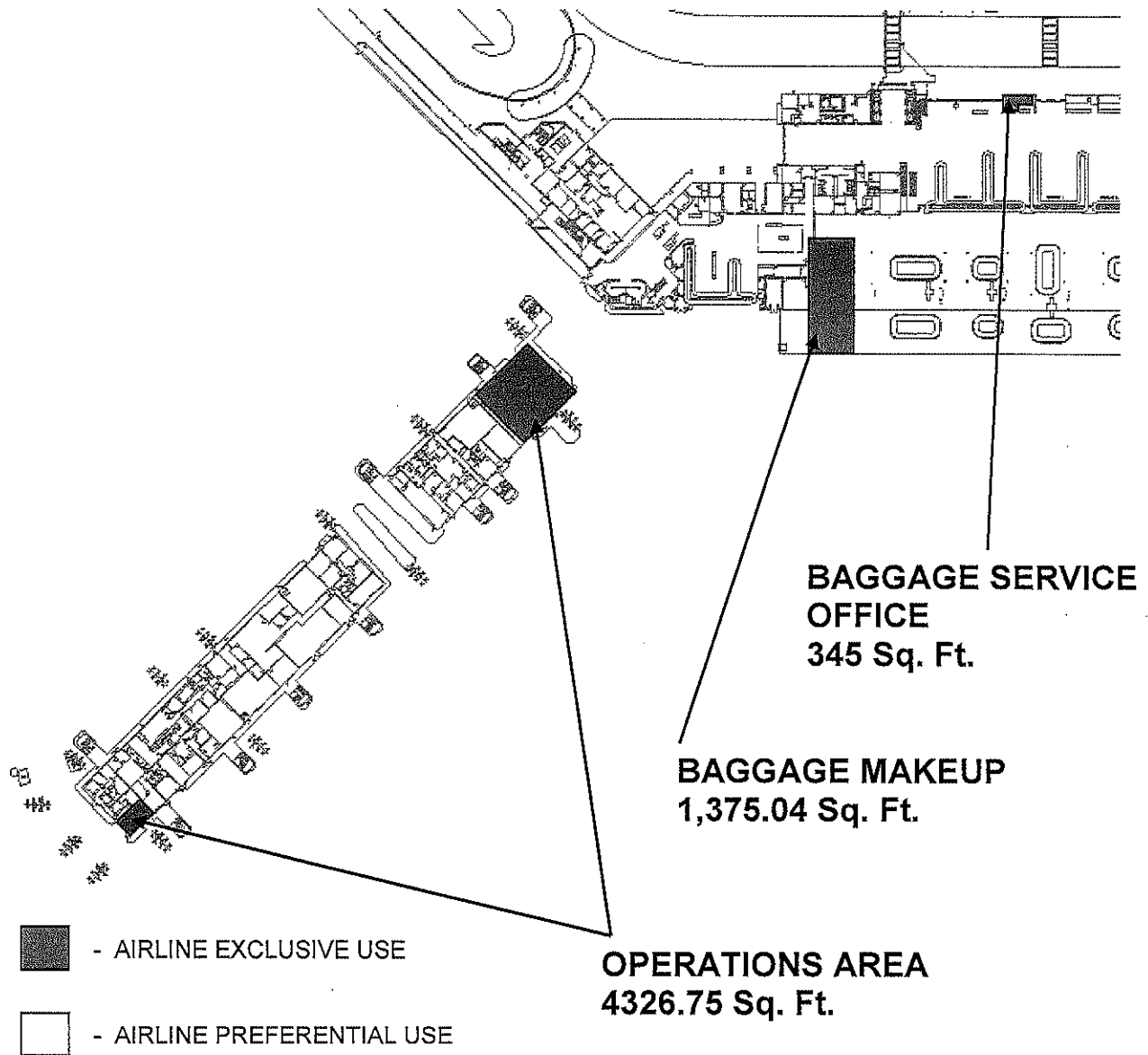
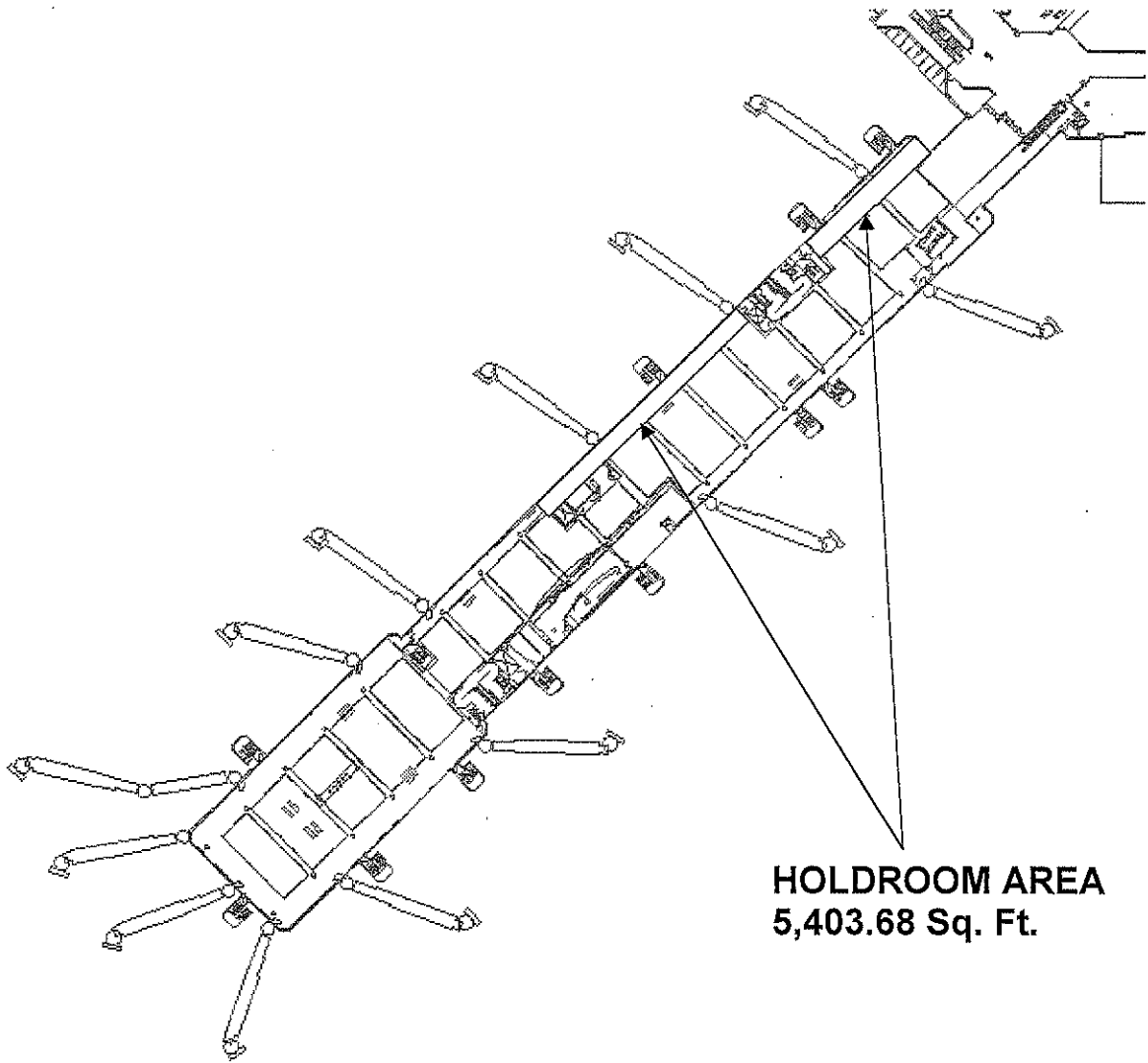


EXHIBIT "B" to Airline Operating and Lease Agreement  
Southwest Airlines Co.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)  
Second Level Plan – Palm Beach International Airport



■ - AIRLINE EXCLUSIVE USE

□ - AIRLINE PREFERENTIAL USE

**NO EXCLUSIVE USE OR  
PREFERENTIAL USE PREMISES**

EXHIBIT "B" to Airline Operating and Lease Agreement  
Southwest Airlines Co.

EXCLUSIVE & PREFERENTIAL USE PREMISES (Terminal Areas)  
Third Level Plan – Palm Beach International Airport

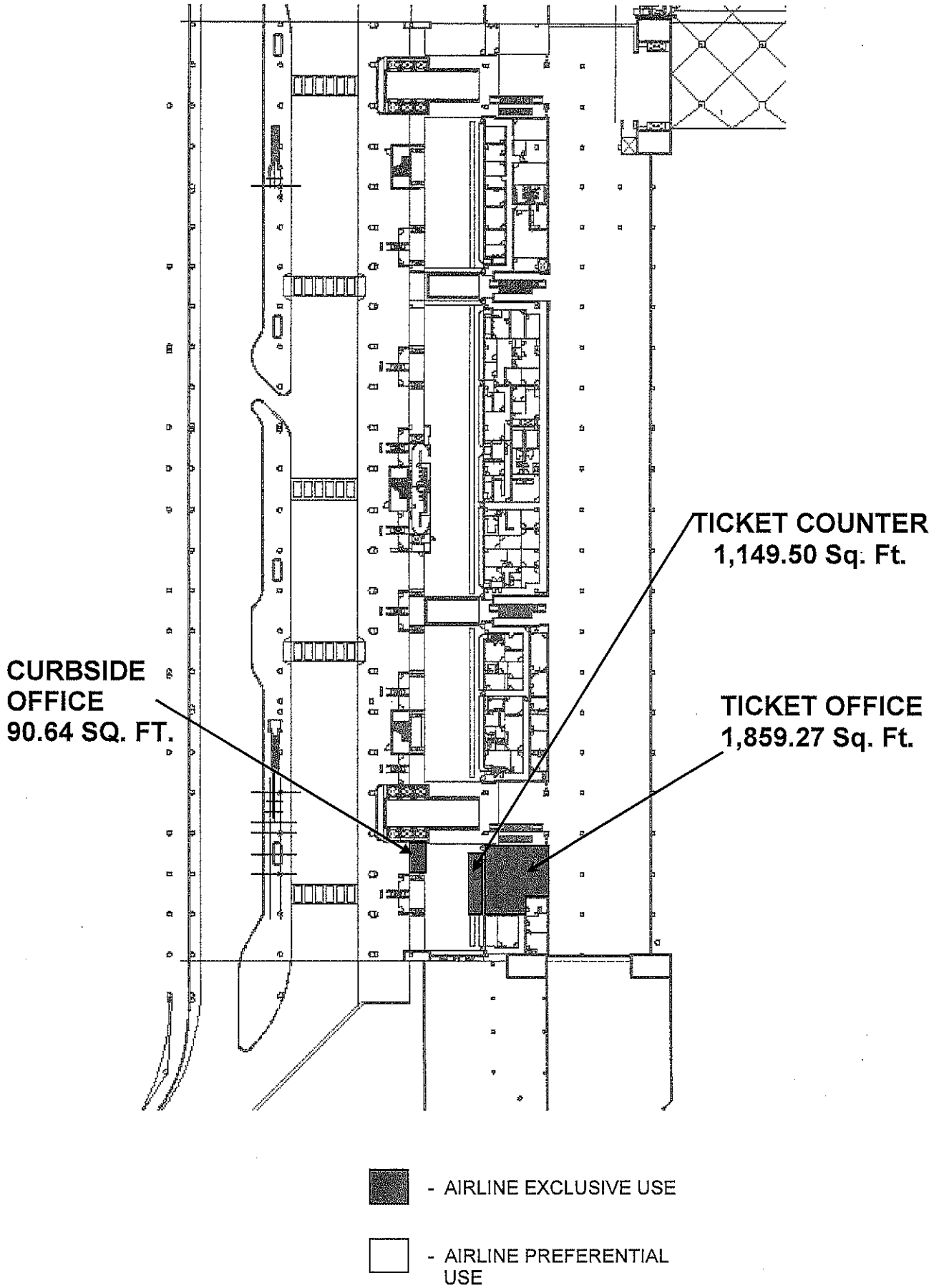
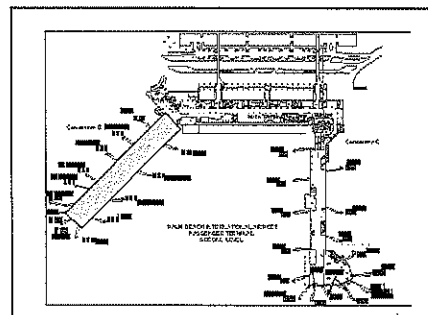
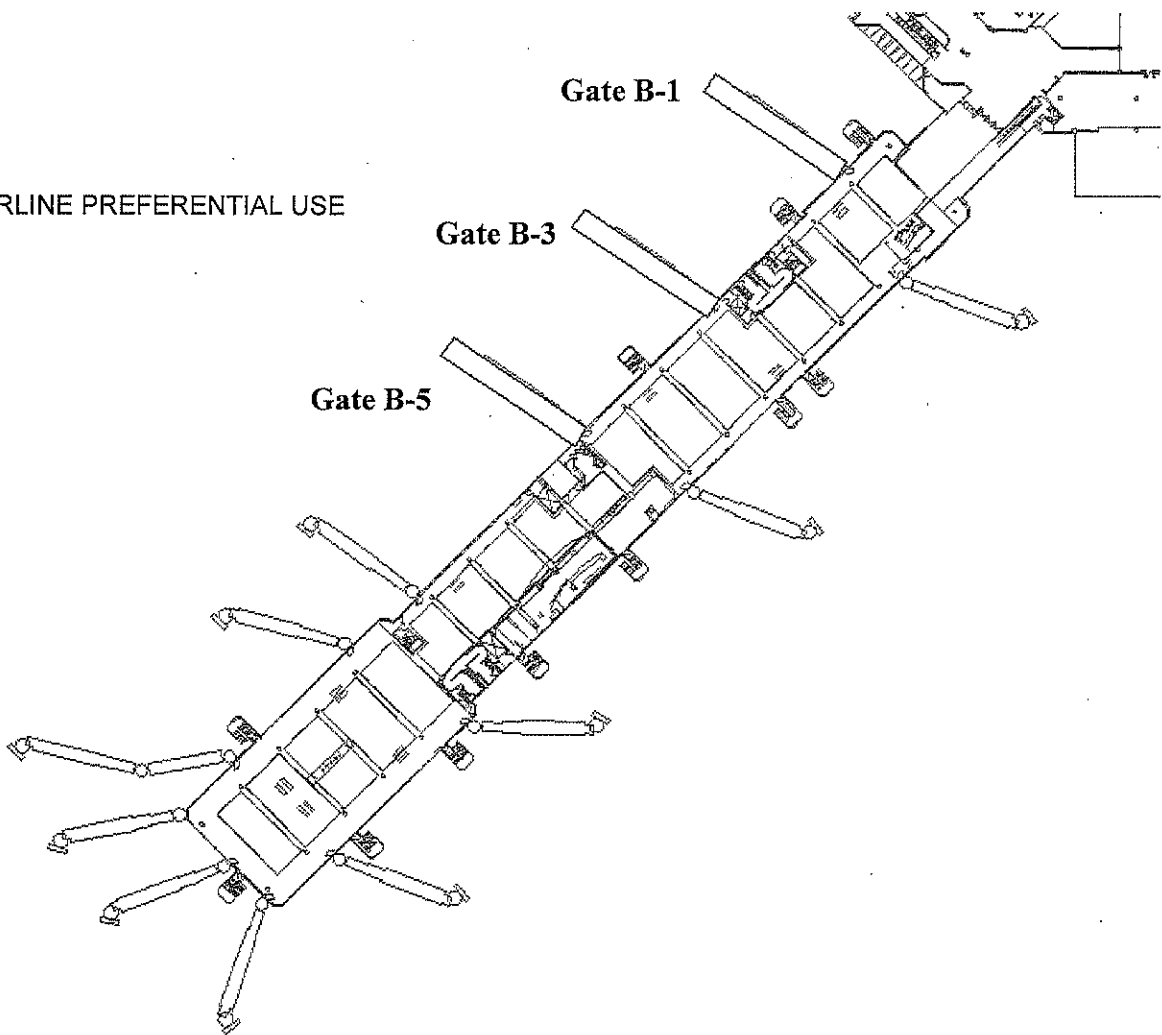


EXHIBIT "D" to Airline-Airport Use and Lease Agreement  
Southwest Airlines Co.

PREFERENTIAL USE PREMISES (Aircraft Parking Apron)  
Concourse B – Palm Beach International Airport

 - AIRLINE PREFERENTIAL USE



Effective October 1, 2011



**CERTIFICATE**  
(Corporation)

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

1. That Ron Ricks is the Secretary of Southwest Airlines Co., a corporation organized and existing in good standing under the laws of the State of Texas, 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 7<sup>th</sup> day of November, 1995, in accordance with the laws of the State of Texas, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement for One-Year Extension and Amendment of the Airline-Airport Use and Lease Agreement 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 Bob Montgomery, the VP Properties 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 4<sup>th</sup> day of June, 2011.

Ron Ricks

[Signature]

Corporate Seal

RON RICKS, Secretary  
SOUTHWEST AIRLINES 

Willis

RECEIVED

2010 DEC 21 AM 12:02

DEPT. OF AIRPORTS  
BLDG. 846. PBIA

**CERTIFICATE OF INSURANCE**  
Issued on behalf of Insurers by  
Willis of Texas, Inc. – Global Aviation  
920 Memorial City Way; Suite 500  
Houston, TX 77024  
Telephone (713) 961-3800, Fax (713) 961-0069

This is to certify to:

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

(Sometimes referred to herein as the Certificate Holder(s))

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

**NAMED INSURED:** Southwest Airlines Co.

**NAMED INSURED'S ADDRESS:** 2702 Love Field Drive  
Dallas, TX 75235-1611

**INSURANCE COVERAGES:** Airline Liability Insurance (including but not limited to General Liability, Passenger Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liabilities, Ground Hangarkeepers Liability, Cargo Legal Liability, Mail Legal Liability, Host Liquor Law Liability, Excess Automobile Liability, Excess Employers Liability).

**POLICY PERIOD:** December 15, 2010 to December 15, 2011 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

**GEOGRAPHICAL LIMITS:** Worldwide

**LIMITS OF LIABILITY:** Note: Aggregate limits may be reduced due to paid claims.

As respects Airline Liability Insurance: Combined Single Limit Bodily Injury (including passengers), Property Damage and Personal Injury (Passengers only): Not less than US\$25,000,000 any one occurrence/offense, in the aggregate annually as respects Products, Completed Operations and Personal Injury Liabilities.

Certificate No. SWA-AP-83

However, the following sub-limits apply as part of and not in addition to the limit stated above:

**As respects Personal Injury to third parties other than passengers:** Not less than US any one occurrence, any one offense, in the aggregate annually.

**As respects Excess Automobile Liability and Excess Employers Liability:** This insurance to pay up to US excess of the applicable underlying policy limit of not less than US\$1,000,000 any one occurrence/offense and in the aggregate where applicable.

**PREMISES INSURED:**

**Solely as respects Airline Liability Insurance:** Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Air Transportation Business.

**VEHICLES INSURED:**

**Solely as respects Airline Liability Insurance:** Ground Mobile Equipment and Automobiles operated by or on behalf of the Named Insured on restricted airport premises.

**CONTRACT(S):**

To the extent required as respects the Agreement between Palm Beach County Board of County Commissioners and Southwest Airlines Co., the following shall apply: regarding the Equipment (as defined below) (hereinafter, the "Contract(s)")

**SPECIAL PROVISION(S)**

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 provision(s) apply(ies):

The use of the terms "Additional Insured" / "Additional Insureds", when used in the context of coverages other than Liability Coverage(s), 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 Liability Coverage(s):** The Certificate Holder are included as Additional Insureds (collectively the Additional Insureds, individually an Additional Insured) as their respective interests may appear, warranted no operational interest.

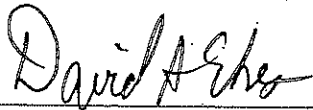
**As respects All Coverage(s):** In the event of cancellation or material change of the policies by Insurers, which would adversely affect the interests of the Additional Insureds, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice to the Certificate Holder(s) -- at the addresses shown on page one of this Certificate of Insurance.

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) 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: Termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies. 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 above policies as an insurer as a result of this certification.

DATE OF ISSUE: December 15, 2010

AUTHORIZED REPRESENTATIVE:



Willis of Texas, Inc.  
Global Aviation

Certificate No. SWA-AP-83

December 15, 2010-2011 SECURITY (the "Insurers")  
As respects Aircraft Hull and/or Airline Liability Insurance:

**Willis**

<u>Insurer</u>	<u>Policy Numbers</u>
Member Companies of United States Aviation Underwriters, Inc. One Seaport Plaza New York, NY 10038	SIHL1-559P
One or more of the Member Companies of Global Aerospace, Inc. One Sylvan Way Parsippany, NJ 07054	283372/10A 283372/10S
Underwriters at Lloyd's & certain Insurance Companies, London, England c/o Willis Limited Ten Trinity Square London, EC3P 3AX England	11501A10
Allianz Global Risks US Insurance Company Through Allianz Aviation Managers, LLC 317 Madison, Suite 1110 New York, New York 10017	A1AL000047010AM
Commerce and Industry Insurance Company Through Chartis Aerospace 100 Colony Square, Suite 1000 Atlanta, GA 30361	HL3387367-15
Lloyd's of London Syndicate 1919 Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	10AL100045
Ironshore Specialty Insurance Co. Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	IHM100014-02
XL Insurance One World Financial Center 200 Liberty Street, 21st Floor New York, NY 10281	UA00001954AV10A
AXA Corporate Solutions Through AXA Corporate Solutions Marine & Aviation 4, rue Jules Lefebvre 75426 Paris Cedex 09	172310
StarNet Insurance Company Through Berkley Aviation LLC 3780 State Street, Suite C Santa Barbara, CA 93105	BA-10-12-00091
Member Companies of La Reunion Aeriennne 50 rue Ampere 75017 Paris - France	2010/60214

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance 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 obligations.

**AGREEMENT FOR ONE-YEAR EXTENSION AND AMENDMENT OF  
AIRLINE-AIRPORT USE AND LEASE AGREEMENT  
PALM BEACH INTERNATIONAL AIRPORT**

**THIS AGREEMENT FOR ONE-YEAR EXTENSION AND AMENDMENT OF AIRLINE-AIRPORT USE AND LEASE AGREEMENT** (this "Amendment") is made and entered into SEP 08 2011, 2011, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and JetBlue Airways Corporation, a Delaware corporation, having its office and principal place of business at 118-29 Queens Blvd., Forest Hills, New York 11375 ("AIRLINE").

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

**WHEREAS**, AIRLINE is engaged in the business of scheduled air transportation for the carriage of persons, property, parcels, cargo, and mail; and

**WHEREAS**, COUNTY and AIRLINE have entered into that certain Airline-Airport Use and Lease Agreement dated January 29, 2006 (R2007-0272) as amended (the "Agreement"), which is scheduled to terminate on September 30, 2011; and

**WHEREAS**, COUNTY and AIRLINE desire to extend the termination date of the Agreement for one year and to amend the Agreement in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Term. The term of the Agreement shall be extended by one (1) additional year, expiring on September 30, 2012.

3. Modification of Article 22 of the Agreement. Article 22 of the Agreement is modified to add the following Section 22.31:

22.31 Office of the Inspector General. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

4. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

6. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

7. Effective Date. This Amendment shall be considered effective upon execution by the parties hereto.

IN WITNESS WHEREOF, COUNTY and AIRLINE have executed this Amendment as of the day and year first written above.

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

Connie Shoffner  
Witness Signature  
Connie Shoffner  
(typed or printed)

J. S. Bolt  
Witness Signature  
JEFFREY S. BOLT  
(typed or printed)

PALM BEACH COUNTY, FLORIDA

By: [Signature]  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delgado  
County Attorney

ATTEST:

By: [Signature]  
Assistant Secretary

AIRLINE: JetBlue Airways Corporation

By: [Signature]  
Richard Smith  
Typed or Printed Name of Corporate Officer-

Title: VP. Corp Real Estate

(Corporate Seal)

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

Neal Green  
Witness Signature

NEAL GREEN  
(typed or printed)

[Signature]  
Witness Signature

Michael J. Stone  
(typed or printed)

**CERTIFICATE**  
(Corporation)

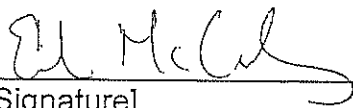
The undersigned hereby certifies that the following are true and correct statements:

1. That Eileen McCarthy is the Assistant Secretary of JetBlue Airways Corporation, a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation".

2. That Richard Smyth, the VP of Corporate Real Estate of the Corporation, is authorized to execute that certain Agreement for One-Year Extension and Amendment of the Airline-Airport Use and Lease Agreement 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 such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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 31th day of August 2011.

  
\_\_\_\_\_  
[Signature]

Corporate Seal

\_\_\_\_\_  
Eileen McCarthy, Assistant Secretary  
\_\_\_\_\_  
JetBlue Airways Corporation





JLT AEROSPACE (North America) Inc.  
2300 Dulles Station Boulevard  
Suite 230  
Herndon, VA 20171  
Main: 703 459-2380  
Facsimile: 703 459-2381

CERTIFICATE OF INSURANCE JB-10-014

This is to certify to: Airport Fiscal Director  
Palm Beach International Airport /Attn: J.S. Bolton ([jsbolton@pbia.org](mailto:jsbolton@pbia.org))  
Building 846  
West Palm Beach, Florida 33406-1491

That: JetBlue Airways Corporation (Named Insured)  
118-29 Queens Boulevard  
Forest Hills, NY 11375

as of this date, has arranged for the following insurance coverage(s) for the period and with underwriters as identified on the attached Security Sheet.

**COMPREHENSIVE AIRLINE LIABILITY INSURANCE**

Including, but not limited to: Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products, Ground Hangarkeepers and Completed Operations Liabilities, On Airport Automobile, Off Airport Excess Automobile, Employers' Liabilities.

Combined Single Limit  
Each Occurrence\*  
\$25,000,000

\*REFER TO THE POLICY. AN ANNUAL AGGREGATE LIMIT APPLIES TO SOME COVERAGES.

**CONTRACT(S):** The "Airline-Airport Use and Lease Agreement, Palm Beach International Airport, Palm Beach County, Florida" (the "Agreement") between the County of Palm Beach, Florida (the "County") and JetBlue Airways Corporation (the "Airline").

**AIRCRAFT INSURED:** Any aircraft owned, used, maintained and/or operated by the Named Insured.

**OTHER COVERAGES/CONDITIONS/REMARKS**

Subject always to the scope of the attached policies and all the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof 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 policies are endorsed to include the following provisions(s):

The Insurers waive their rights of subrogation against the Additional Insureds but only to the extent the Named Insured has waived its rights of recovery under the Contract(s).

Palm Beach County, a Political Subdivision of the state of Florida, its Officers, Employees and Agents, c/o Department of Airports, are included as Additional Insureds as their respective rights and interests may appear, warranted no operational interest; however, no party shall be included as an Additional Insured as respects its legal liability as manufacturer, repairer or servicing agent of the Aircraft and/or Engines.

In the event of cancellation or material changes of the above policies by insurers that would adversely affect the interest of the Additional Insureds, Insurers agree to provide 30 days prior written notice to the Certificate Holders.

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. 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 neither under the above policies nor as a result of this certification.

Authorized Representative

December 1, 2010  
Date



JLT AEROSPACE (North America) Inc.  
2300 Dulles Station Boulevard  
Suite 230  
Herndon, VA 20171  
Main: 703 459-2380  
Facsimile: 703 459-2381

SECURITY SHEET

**POLICY TERM:** December 1, 2010 to December 1, 2011, on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

INSURER/ADDRESS

POLICY NUMBER

Allianz Global Risks US Insurance Company Per Allianz Global Corporate & Specialty	A1AL000033710AM
National Union Fire Insurance Company of Pittsburgh Per Chartis Aerospace Insurance Services, Inc.	HL185/9951/02
AXA Corporate Solutions Assurance	172289
XL Specialty Insurance Company	UA00001927AV10A
StarNet insurance Company Per Berkley Aviation, LLC	BA-10-12-00028
Ironshore Specialty Insurance Company per Starr Aviation Agency, Inc.	1HM100112-01
Lloyds of London Syndicate CVS1919 per Starr Aviation Agency, Inc.	10AL100036
Member Companies of Global Aerospace, Inc.	281567/10A / 281567/10S
BlueBermuda Insurance Ltd.*	001/10

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance 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 obligations.  
LSW 1001 (Insurance)

**AGREEMENT FOR ONE-YEAR EXTENSION AND AMENDMENT OF  
AIRLINE-AIRPORT USE AND LEASE AGREEMENT  
PALM BEACH INTERNATIONAL AIRPORT**

**THIS AGREEMENT FOR ONE-YEAR EXTENSION AND AMENDMENT OF AIRLINE-AIRPORT USE AND LEASE AGREEMENT** (this "Amendment") is made and entered into AUG 29 2011, 2011, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Delta Air Lines, Inc., a Delaware corporation, having its office and principal place of business at Hartsfield-Jackson International Airport, Atlanta, GA 30320 ("AIRLINE").

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

**WHEREAS**, AIRLINE is engaged in the business of scheduled air transportation for the carriage of persons, property, parcels, cargo, and mail; and

**WHEREAS**, COUNTY and AIRLINE have entered into that certain Airline-Airport Use and Lease Agreement dated January 30, 2007 (R2007-1396) (the "Agreement"), which is scheduled to terminate on September 30, 2011; and

**WHEREAS**, COUNTY and AIRLINE desire to extend the termination date of the Agreement for one year and to amend the Agreement in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Term. The term of the Agreement shall be extended by one (1) additional year, expiring on September 30, 2012.

3. Modification of Article 22 of the Agreement. Article 22 of the Agreement is modified to add the following Section 22.31:

22.31 Office of the Inspector General. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

4. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

6. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

7. Effective Date. This Amendment shall be considered effective upon execution by the parties hereto.

IN WITNESS WHEREOF, COUNTY and AIRLINE have executed this Amendment as of the day and year first written above.

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

Ernie Shaffer  
Witness Signature  
Ernie Shaffer  
(typed or printed)

Jeff S Bolton  
Witness Signature  
**Jeffrey S. Bolton**  
(typed or printed)

**PALM BEACH COUNTY, FLORIDA**

By: Sam Zell

Title: DIRECTOR OF AIRPORT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne DeFand  
County Attorney

ATTEST:

By: Leslie Klemper  
Secretary

AIRLINE: **Delta Air Lines, Inc.**

By: David Hamm  
Managing Director- Corporate Real Estate

Typed or Printed Name of Corporate Officer-

Title: \_\_\_\_\_

(Corporate Seal)

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

J. Masocco  
Witness Signature  
J. Masocco  
(typed or printed)

Brian Mattinson  
Witness Signature  
**BRIAN MATTINSON**  
(typed or printed)

**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 Leslie P. Klemperer is the Secretary of Delta Air Lines, Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, 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 12<sup>th</sup> day of May, 1967, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement for One-Year Extension and Amendment of the Airline-Airport Use and Lease Agreement 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 David Hamm, the Managing Director 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 24<sup>th</sup> day of June, 2011.

Leslie Klemperer  
[Signature]

Corporate Seal

Leslie P. Klemperer, Secretary  
Corporate Secretary

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DEPT. OF AIRPORTS  
BLDG. 846. PBIA

Marsh USA  
121 River Street  
Waterfront Corporate Center  
Hoboken, NJ 07030  
Phone: 201-284-6137 Fax: 201-284-4909  
E-Mail: [Robert.J.Watkins@marsh.com](mailto:Robert.J.Watkins@marsh.com)

**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  
Department of Airports  
Building 846, Palm Beach International Airport  
West Palm Beach, FL 33406-1491

(Sometimes referred to herein as "the Certificate Holder(s)")

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):** Delta Air Lines, Inc.; Comair, Inc.; DAL Global Services, LLC; Regional Elite Airline Services, LLC; Epsilon Trading LLC (hereinafter, the "Named Insured(s)")

**NAMED INSURED(S)' ADDRESS:** c/o Delta Air Lines, Inc., Risk Management Department 858, 1030 Delta Boulevard, Atlanta, GA 30320 (hereinafter, the "Named Insured(s)' Address")

**POLICY PERIOD:** December 21, 2010 to December 21, 2011 on both dates at 12:01 AM local time in effect 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 available on the web at:

<https://connectv7.mercer.com/eRoom/MarshNA/AviationExt>

Then, when prompted, please enter (*please note "Name" and "Password" are case-sensitive*):

Name: DELTA-COMAIR; Password DLCANWA8GA

FOR INFORMATIONAL PURPOSES ONLY: This site also contains the Named Insured(s)' most current certificate of insurance from the FAA regarding the Named Insured(s)' war risks insurance. Any renewal thereof will be posted to the site as soon as we receive same from the Named Insured(s).

**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.

**DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES:** Airline Airport Lease and Use Agreement (Contract #30705) between Palm Beach County and Delta Air Lines, Inc. (hereinafter, the "Contract(s)").

**DESCRIPTION OF EQUIPMENT INSURED:** Any aircraft owned or operated by the Named Insured. (hereinafter, the "Equipment").

## SPECIAL PROVISION(S)

The following Special Provision(s) only apply(ies) to: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured(s):

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

**Solely as respects airline liability insurance:** In the event of cancellation of the Policy(ies) (for any reason whatsoever, including non payment 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 Marsh USA) at the address(es) shown on the first page of this Certificate.

If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies), said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no address(es) shown above or if the address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh USA (in writing, at the above address) of the correct address(es).

This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s), except with respect to airline liability insurance required to be maintained after contract termination, in accordance with the provisions of the Contract(s); (iv) solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s)' or the Certificate Holder(s)' (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)).

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DEPT. OF AIRPORTS  
BLDG. 846. PBIA

Marsh USA Inc.  
121 River Street  
Waterfront Corporate Center  
Hoboken, NJ 07030

E-Mail: [robert.j.watkins@marsh.com](mailto:robert.j.watkins@marsh.com)  
Phone: 201-284-6137 / Fax: 201-284-4909  
E-Mail: [paul.h.yelavich@marsh.com](mailto:paul.h.yelavich@marsh.com)  
Phone: 201-284-3776 / Fax: 201-284-4909

December 21, 2010

**CERTIFICATE OF INSURANCE ADDENDUM/ RENEWAL LETTER**

Certificate of Insurance No. **COM\_LIAB\_09\_10\_55**  
(hereinafter the "Expiring Certificate of Insurance")

Palm Beach County Department of Airports  
Attn: Properties, Building 846, PBIA  
West Palm Beach FL 33406-1491

Hereinafter the "Certificate Holder(s)"

Re: Delta Air Lines, Inc.; Comair, Inc.; DAL Global Services, LLC; Regional Elite Airline Services, LLC; Epsilon Trading LLC (hereinafter the "Named Insured(s)")

Aircraft Hull, Spares and Airline Liability Insurance (hereinafter the "Insurance")

December 21, 2009 to December 21, 2010 on both dates at 12:01 am Local Time at Named Insured's Address (hereinafter the "Expiring Policy Period")

December 21, 2010 to December 21, 2011 on both dates at 12:01 am Local Time at Named Insured's Address. (hereinafter the "Renewal Policy Period")

To Whom It May Concern:

This shall serve to confirm that the Named Insured(s)' Insurance has been renewed for the Renewal Policy Period and the statements set forth in the Expiring Certificate of Insurance (and corresponding Broker's Letter or Letter of Undertaking, if applicable) remain in effect except as follows:

1. Delta Air Lines, Inc. and Northwest Airlines, Inc. are operating under a single DOT/FAA operating certificate and are insured under a single insurance policy under the Named Insured: "Delta Air Lines, Inc." and as a result, Northwest Airlines, Inc. will not be shown as a Named Insured. This does not change the coverage being provided for contracts entered into between Northwest Airlines, Inc. and Certificate Holder(s) prior to the date of this letter, other than as set forth herein.
2. Insurers and policy numbers have changed and may be located at: <https://connectv7.mercer.com/eRoom/MarshNA/AviationExt>. Then, when prompted, please enter: User Name: **DELTA-COMAIR**; Password **DLCANWA8GA**. (The latest FAA War Risks certificate of insurance is also posted on this website.)
3. If applicable, Equipment Agreed Value(s) have been amended in accordance with the provisions of the Contract(s) (Contract(s) as identified in the Expiring Certificate of Insurance).

(Turn page over)