

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	April 3, 2012	<input checked="checked" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Agreement for One-Year Extension and Amendment of Airline-Airport Use and Lease Agreement with US Airways, Inc. to extend the termination date of the Agreement for one year to expire on September 30, 2012.

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-2011-0183. Countywide (AH)

Background and Justification: N/A

Attachments: One (1) Standard Agreement for the Department of Airports

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LB
Recommended By: *[Signature]* Department Director *3/8/12* Date

Approved By: *[Signature]* County Administrator *3/12/12* Date

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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____</u> * see below	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8320/8430 RSource Various
 Reporting Category _____

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

Airlines pay a variety of fees for use of Airport facilities including terminal rent, baggage facilities, loading bridge systems, apron areas, and runways. Some charges are variable and are dependant on flight operations and passenger traffic. Fees are calculated based on the Airline Use and Lease Agreement, adjusted annually for current operations and maintenance costs and debt service allocations. Airline revenues are budgeted in total by revenue source based on projected activity. The total Airline revenue budget for fiscal year 2012 is approximately \$23.5 million.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
 Fiscal impact is indeterminable at this time.

[Signature] 3/12/2012
 OFMB VA
 3/12/12
 3/19/12

[Signature] 3/22/12
 Contract Dev. and Control
 3-21-12 B. White

B. Legal Sufficiency:

Anne Helgant 3/26/12
 Assistant County Attorney

C. Other Department Review:

 Department Director



U-S AIRWAYS

**CERTIFICATE OF INCUMBENCY AND DIRECTION
US AIRWAYS, INC.**

I, Caroline B. Ray, Secretary of US Airways, Inc. ("Company"), a corporation organized and existing in good standing under the laws of the State of Delaware, do hereby certify (a) that Michael J. Minerva has been duly elected, has duly qualified, this day is and at all times since January 20, 2011 has been Vice President – Legal and Government Affairs of the Company, (b) that the signature set forth opposite his name is his genuine signature, and (c) that he is duly authorized to execute the Agreement for One-Year Extension and Amendment of Airline-Airport Use and Lease Agreement, dated October 1, 2011, between Palm Beach County and the Company.

Name

Title

Signature

Michael J. Minerva

Vice President – Legal and
Government Affairs

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 6th day of December, 2011.

Caroline B. Ray
Caroline B. Ray

[CORPORATE SEAL]

Willis

CERTIFICATE OF INSURANCE
Issued on behalf of Insurers by
Willis of New York, Inc. – Global Aviation
One World Financial Center
200 Liberty Street
New York, N.Y. 10281-1003
Telephone (212) 915-8888, Fax (212) 519-5431

RECEIVED
2011 DEC 27 PM 1:34
DEPT. OF AIRPORTS
BLDG. 846. PB1A

This is to certify to:

Palm Beach County –
Board of County Commissioners
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Steven C. Falzone
Assistant Properties Manager

(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:

US Airways Group, Inc., including but not limited to: US Airways Group, Inc.; America West Airlines, Inc.; America West Holdings Corporation; America West Airlines, LLC; America West Holdings, LLC; US Airways, Inc.; The Leisure Company; US Airways, Inc. d.b.a. MetroJet; US Airways, Inc. d.b.a. Shuttle, Inc. d.b.a. US Airways Shuttle; Piedmont Airlines, Inc. d.b.a. USAir Express d.b.a. US Airways Express; Piedmont Airlines, Inc. d.b.a. Allegheny Airlines d.b.a. US Airways Express; Allegheny Airlines d.b.a. US Airways Express; PSA Airlines, Inc. d.b.a. USAir Express d.b.a. US Airways Express; MidAtlantic Airways, Inc.; Midway Airlines, Inc. d.b.a. US Airways Express; US Airways Leasing and Sales, Inc.; "Material Services Company, Inc."; FTCHP LLC; Airways Assurance Limited LLC; AWHQ LLC; US Airways Company Store LLC;

NAMED INSURED'S ADDRESS:

4000 E. Sky Harbor Blvd
Phoenix, AZ 85034

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, Liquor Liability/Host Liquor Liability, Liability in respect of automobiles and/or other mobile equipment operated on restricted airport premises, Excess Automobile Liability, Excess Employers Liability, Excess Advertiser's Liability).

Certificate No.: USA-0033

POLICY PERIOD: December 22, 2010 to December 22, 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.

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\$25,000,000 any one occurrence, any one offense, in the aggregate annually.

As respects Excess Automobile Liability, Excess Employers Liability and Excess Advertiser's Liability: This insurance to pay up to US\$25,000,000 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.

All Aggregate Liability Limits to apply as single annual aggregate limit for this policy and the AIG lead policy AI-1853182-09 for Air Wisconsin Airlines Corporation

USE OF 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.

USE OF 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): Airport Lease Agreement between Palm Beach County and US Airways, Inc. regarding the Equipment (as defined below) (hereinafter, the "Contract(s)")

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

Certificate No.: USA-0033

SECURITY (the "Insurers")
For Policy Period: December 22, 2010 – December 22, 2011

The Insurers and Policy Numbers for the Renewal Policy Period may be found at the following website:

<http://us-team2.willis.com/ams/US%20Airways/Forms/AllItems.aspx>

The Logon is: ext\usa.security

The Password is: willis4444

Certificate No.: USA-0033

CERTIFICATE OF INSURANCE
 Issued on behalf of Insurers by
 Willis of New York, Inc. – Global Aviation
 One World Financial Center
 200 Liberty Street
 New York, N.Y. 10281-1003
 Telephone (212) 915-8888, Fax (212) 519-5431

This is to certify to:

Palm Beach County - Board of County
 Commissioners
 Department of Airports
 846 Palm Beach International Airport
 West Palm Beach, FL 33406-1470
 Attn: Steven C. Falzone
 Assistant Properties Manager

RECEIVED
 2010 DEC 27 PM 1:44
 DEPT. OF AIRPORTS
 846 PALM BEACH

(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: US Airways Group, Inc., including but not limited to: US Airways Group, Inc.; America West Airlines; America West Holdings; America West Airlines, LLC; America West Holdings, LLC; US Airways, Inc.; The Leisure Company; US Airways, Inc. d.b.a. MetroJet; US Airways, Inc. d.b.a. Shuttle, Inc. d.b.a. US Airways Shuttle; Piedmont Airlines, Inc. d.b.a. USAir Express d.b.a. US Airways Express; Piedmont Airlines, Inc. d.b.a. Allegheny Airlines d.b.a. US Airways Express; Allegheny Airlines d.b.a. US Airways Express; PSA Airlines, Inc. d.b.a. USAir Express d.b.a. US Airways Express; MidAtlantic Airways, Inc.; Midway Airlines, Inc. d.b.a. US Airways Express; US Airways Leasing and Sales, Inc.; Material Services Company, Inc.; FTCHP, LLP; Airways Assurance Limited LLC; AWHQ LLC; US Airways Company Store LLC;

NAMED INSURED'S ADDRESS: 4000 E. Sky Harbor Blvd
 Phoenix, AZ 85034

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, Liquor Liability/Host Liquor Liability, Liability in respect of automobiles and/or other mobile equipment operated on restricted airport premises, Excess Automobile Liability, Excess Employers Liability, Excess Advertiser's Liability).

Certificate No.: USA-0033

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, 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 following provision(s) apply(ies):

Solely as respects Liability Coverage(s): Palm Beach County, a Political Subdivision of the state of Florida, its officers, employees and agents, c/o Department of Airports and their directors, officers, employees, agents and assigns are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest.

Solely as respects Liability Coverage(s): In the event of cancellation or adverse material change of the policies by Insurers, 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 by the Insurers 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) 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 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 under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: December 22, 2010

AUTHORIZED REPRESENTATIVE:



Willis of New York, Inc.
Global Aviation

RECEIVED
10 DEC 27 PM 1:44
11700 24th Street
New York, NY 10001

Certificate No.: USA-0033

SECURITY (the "Insurers")

For Policy Period: December 22, 2010 – December 22, 2011

The Insurers and Policy Numbers for the Renewal Policy Period may be found at the following website:

<http://us-team2.willis.com/ams/US%20Airways/Forms/AllItems.aspx>

The Logon is: ext\usa.security

The Password is: willis4444

Certificate No.: USA-0033



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2011

Page 1 of 2

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 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 Willis of Arizona, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	National Surety Corp.	21881-001
INSURED US Airways Group, Inc. 4000 East Sky Harbor Blvd. Phoenix, AZ 85034-3802	INSURER B:	New Hampshire Insurance Company	23841-001
	INSURER C:	Ins. Co. of the State of PA	19429-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17248251

REVISION NUMBER:

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY	PRO-JECT	LOC					\$
A	AUTOMOBILE LIABILITY			AOS MZA80288301	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC062790229	1/1/2012	1/1/2013	X WC STATUTORY LIMITS	OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC062790231	1/1/2012	1/1/2013	E.L. EACH ACCIDENT	\$ 1,000,000
B				WC062790232	1/1/2012	1/1/2013	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B				WC062790228	1/1/2012	1/1/2013	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C				WC062790230	1/1/2012	1/1/2013	Workers Compensation: Statutory	
B	Workers Compensation			WC062790242	1/1/2012	1/1/2013	\$1,000,000 EL Each Accident	
B				WC062790243	1/1/2012	1/1/2013	\$1,000,000 EL Disease- Ea Employee	
							\$1,000,000 EL Disease- Policy Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Named Insured Includes: America West Holdings Corporation, America West Airlines, Inc., The Leisure Company, US Airways, Piedmont Airlines, Inc. and PSA Airlines, Inc.

Policy No. WC062790231 covers OH/WA/WI

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	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

Call: 3588173 Tpl: 1387883 Cert: 17248251 © 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Arizona, Inc.		NAMED INSURED US Airways Group, Inc. 4000 East Sky Harbor Blvd. Phoenix, AZ 85034-3802	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy No. WC062790232 (AOS) covers the following states: AK/AL/AR/AZ/CO/CT/DC/DE/GA/HI/ID/IL/IN/KS/KY/LA/LA/MD/ME/MI/MO/MS/NC/NE/NH/NM/NV/NY/OR/PA/RI/SC/TN/TX/UT/VA/VT/WV.
 Policy No. WC062790230 covers: MA
 Policy No. WC062790229 covers: FL
 Policy No. WC062790228 covers: CA
 Policy NO. WC062790242 covers: MN
 Policy NO. WC062790243 covers: NJ

Auto Liability - MA
 Policy Number: MZA07183500
 Policy Period: 1/1/2012 - 1/1/2013
 Carrier: National Surety Corp.
 Limit:
 \$1,000,000 Combined Single Limit
 Scheduled, Hired, and Non-Owned Autos

**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 1 October, 2011, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and US Airways, Inc., a Delaware corporation, having its office and principal place of business at 111 West Rio Salado Parkway, Tempe, AZ 85281 ("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 July 25, 2007 (R2007-1499) 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:

[Signature]
Witness Signature
Jeffrey S. Bolton

(typed or printed)

Debra Reese
Witness Signature

Debra Reese
(typed or printed)

PALM BEACH COUNTY, FLORIDA

By: [Signature]

Title: DIRECTOR OF AIRPORTS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

ATTEST:

By: Carlo B. Ray
Secretary

AIRLINE: US Airways, Inc.

By: [Signature]

MICHAEL MINERVA
Typed or Printed Name of Corporate Officer-

Title: VP - LEGAL AND GOVT AFFAIRS

(Corporate Seal)

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

[Signature]
Witness Signature



JAMES SEADLER
(typed or printed)

[Signature]
Witness Signature

Christine Rebecca Jensen Aylor
(typed or printed)

EXHIBIT "D" to Airline-Airport Use and Lease Agreement
U.S. Airways, Inc.

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

-  - AIRLINE EXCLUSIVE USE
-  - AIRLINE PREFERENTIAL USE

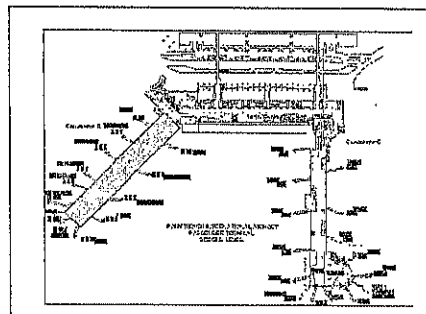
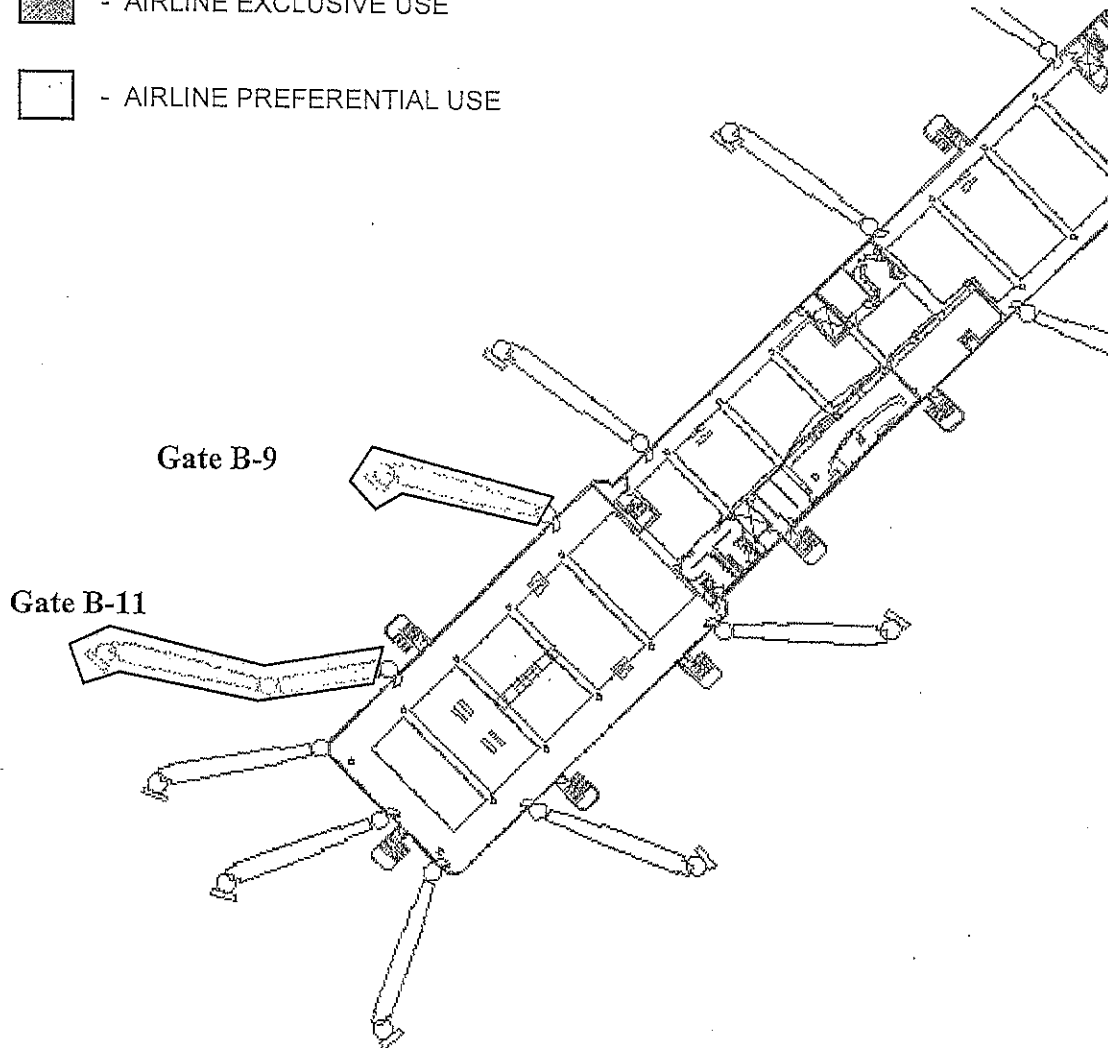




EXHIBIT "D" to Airline-Airport Use and Lease Agreement
U.S. Airways, Inc.

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

-  - AIRLINE EXCLUSIVE USE
-  - AIRLINE PREFERENTIAL USE

