

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: February 5, 2019 [X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Second Amendment to Non-Signatory Airline Agreement with MN Airlines, LLC d/b/a Sun Country Airlines (Sun Country) (R-2016-1128, as amended) (the Agreement), replacing Exhibit "B" to the Agreement, to remove 146 square feet of ticket office space from Sun Country's leasehold for a rental reduction of \$8,510.51 at the Palm Beach International Airport (PBI), effective January 2, 2019.

Summary: Sun Country is a seasonal carrier at PBI and no longer requires a ticket counter office. The Second Amendment removes the 146 square foot ticket counter office space from Sun Country's leasehold effective January 2, 2019. Delegation of authority for execution of amendments to the County standard form Non-Signatory Airline Agreement for the purpose of relocating, increasing or decreasing an airline's premises was approved by the Board in R-2014-1575. Countywide (AH)

Background and Justification: N/A

Attachments: Second Amendment to Non-Signatory Airline Agreement (1)

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Recommended By: Rui Louisa Beube 1/19/19
Department Director Date

Approved By: W. Baker 1/18/19
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>\$8,511</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$8,511</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Does this item include the use of federal funds? Yes ___ No X

Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4414
 Reporting Category _____

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

The Second Amendment removes 146 square feet of ticket office space from Sun Country's leasehold, effective January 2, 2019. The FY2019 rental rate is \$77.84 per square foot; therefore, the FY2019 fiscal impact is a reduction in rental in the amount of \$8,510.51. Non-Signatory Airline Agreements expire each September 30th, unless renewed; therefore, any fiscal impact for future years cannot be determined at this time.

C. Departmental Fiscal Review: CM Simmer

III. REVIEW COMMENTS

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

[Signature] 1/14/19
 OFMB 7/11

[Signature] 1/16/19
 Contract Dev. and Control
 1/16/19

B. Legal Sufficiency:

[Signature] 1-17-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

From: [Jackie Binns A.](#)
To: [Steve Schlamp](#)
Cc: [Ray Walter](#)
Subject: MN Airlines dba Sun Country Airlines - Insurance Approval Requested
Date: Friday, January 04, 2019 4:25:04 PM
Attachments: [image001.png](#)

Steve,

The insurance is approved.

Jackie

Jacqueline Binns, ARM-P
Property & Casualty Insurance and Claims Manager
Palm Beach County
Risk Management Division
100 Australian Av, Suite 200
West Palm Beach, FL 33406
jbinns@pbcgov.org
(561) 233-5422



From: Steve Schlamp <schlamp@pbia.org>
Sent: Friday, January 04, 2019 3:48 PM
To: Jackie Binns A. <JBinns@pbcgov.org>
Cc: Ray Walter <jrwalter@pbia.org>
Subject: MN Airlines dba Sun Country Airlines - Insurance Approval Requested

Hi Jackie – MN Airlines dba Sun Country Airlines operates at PBI under a Non-Signatory Airline Agmt (first attachment, see Article 11 for insurance). The First Amendment (not attached) leased them an office. The Second Amendment (second attachment) deletes the leasing of the office. The third and fourth attachments are COIs. Please advise if the COIs are ok so we can process the Second Amendment to the BCC. Thank you and have a great weekend.

Steve

Steven K. Schlamp
Assistant Airports Properties Manager
Palm Beach County Department of
Airports 846 Palm Beach International
Airport
West Palm Beach, FL 33406
(561) 471-7456 Fax: (561) 471-7427
E-Mail: schlamp@pbia.org

Palm Beach
INTERNATIONAL AIRPORT





JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 235-8204

CERTIFICATE OF INSURANCE
CERTIFICATE NUMBER SC-18-148

This is to certify to **Palm Beach County Board of Commissioners, a political subdivision of the State of Florida, c/o Dept. of Airports**
846 Palm Beach International Airport
West Palm Beach, FL 33406
schlamp@pbia.org

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

That **MN Airlines, LLC d/b/a Sun Country Airlines and its subsidiaries**
1300 Corporate Center Curve
Eagan, MN 55121

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

COVERAGES:

ALL RISKS (GROUND AND FLIGHT) AIRCRAFT HULL INSURANCE
Including All Risks (including transit) Aircraft Spare parts Insurance

HULL VALUE: As declared to insurers

The Hull coverage is subject to a Deductible of (not applicable to Total or Constructive Total Loss/Arranged Total Loss. Occurrence aggregate deductible equal to highest applicable deductible.)

AVIATION HULL WAR AND ALLIED PERILS INSURANCE
Including All Risks (including transit) Aircraft Spare parts Insurance

HULL WAR VALUE: As declared to insurers

COMPREHENSIVE AVIATION LIABILITY INSURANCE*

LIABILITY LIMIT: \$100,000,000 each occurrence

Aircraft Liability, Comprehensive General Liability, Passenger Bodily Injury, Property Damage Liability, Personal Injury Liability, Cargo Liability, Passenger Checked and Unchecked Baggage Liability, Mobile Equipment Liability, Hangarkeepers Liability, Liquor Liability, Premises Liability, Fire Legal Liability, Excess Auto Liability, Contractual Liability, Excess Employers Liability, Products and Completed Operations Liability (exclusive of manufacturer's liability insurance), AVN52E Extended Coverage Endorsement (Aviation Liabilities).

AVN52E Aviation War Risk Liability sublimit of \$250,000,000

Excess War Risk Liability limit of \$750,000,000

Personal injury liability: (to third parties other than passengers): \$25,000,000 any one occurrence, any one offence, and in the annual aggregate;

Cargo legal liability: \$25,000,000 each occurrence;

Fire legal liability: \$25,000,000 each occurrence;

Excess automobile liability and Excess employers liability: \$25,000,000 any one occurrence and in the annual aggregate where applicable excess of underlying primary limits of not less than \$1,000,000 any one occurrence

Hangarkeeper's Legal Liability: \$50,000,000 each aircraft and occurrence

Contractual Liability: \$450,000,000 each occurrence

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

GEOGRAPHICAL LIMITS: Worldwide

AIRCRAFT OR EQUIPMENT INSURED: Any aircraft owned and/or operated by the Named Insured (hereinafter the "Equipment")

CONTRACTS: Non-Signatory Airline Agreement between Palm Beach County and MN Airlines, LLC d/b/a Sun Country Airlines dated July 26, 2016, as amended

OTHER COVERAGES/CONDITIONS/REMARKS



JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 235-8204

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):

Certificate Holder(s), its officers and employees are included as additional insured under the above policies as respects the operations of the Named Insured.

This insurance is primary without right of contribution from any other insurance as may be carried by the Additional Insureds.

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).

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Additional Insureds, Insurers agree to provide 30 days prior written notice to the Certificate Holder(s).

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.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, limitations and conditions of such policies (including, but not limited to an Electronic Date Recognition Exclusion Clause, and a related Electronic Date Recognition Exclusion Limited Coverage Endorsement; copies of which will be made available on request).

Sarah Allen, Authorized Representative

12/17/2018

Date



JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 235-8204

SECURITY SHEET

POLICY TERM: December 17, 2018 to December 17, 2019, on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

HULL & LIABILITY INSURERS

POLICY NUMBER

One or more member companies of Global Aerospace	283222/18
Air Centurion Insurance Services	ACQA-18-00235-01
Underwriters at Lloyds and certain insurers per JLT Specialty Limited	J51817206
XL Specialty Insurance Company	QUA0000843AV18A
Starr Surplus Lines Insurance Company through Starr Aviation Agency, Inc.	SASLAMR63608018-08
Allianz Global Risk US Insurance Co through Allianz Global Corporate and Specialty	A1AL000569718AM
National Union Fire Insurance Company of Pittsburgh, PA through AIG	HL013468418-02

HULL WAR, HI-JACKING, AND OTHER PERILS INSURERS

POLICY NUMBER

Underwriters at Lloyds and certain insurers per JLT Specialty Limited	J51817207
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EXCESS AVN52E AVIATION LIABILITIES INSURERS

POLICY NUMBER

Underwriters at Lloyds and certain insurers per JLT Specialty Limited	J51817208
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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)



JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 235-8204

SCHEDULE OF ADDRESSEES TO CERTIFICATE OF INSURANCE NUMBER: 148

INSURED	MN Airlines, LLC d/b/a Sun Country Airlines and its subsidiaries
SUBJECT	Non-Signatory Airline Agreement between Palm Beach County and MN Airlines, LLC d/b/a Sun Country Airlines dated July 26, 2016, as amended
COMPANY CONTACT EMAIL	Palm Beach County Board of Commissioners, a political subdivision of the State of Florida, c/o Dept. of Airports schlamp@pbia.org
COMPANY CONTACT EMAIL	Department of Airports Palm Beach County
COMPANY CONTACT EMAIL	
COMPANY CONTACT EMAIL	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2018

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 Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Angela Whirley or Dawn Heinemann PHONE (A/C No. Ext): 612-333-3323 E-MAIL ADDRESS: dheinemann@hayscompanies.com	FAX (A/C No.): 612-373-7270
INSURED MN Airlines, LLC dba Sun Country Airlines 1300 Corporate Center Curve Eagan, MN 55121		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMERICAN ZURICH INS CO	NAIC # 40142
		INSURER B: STARR IND & LIAB CO	38318
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 52724599 **REVISION NUMBER:** 1

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phy Dam		X	1000600324181	05/01/18	05/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	X	1000003193 (AOS)	04/15/18	04/15/19	<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
		N/A		1000003194 (NON-COMPOSITE)	04/15/18	04/15/19	

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

Waiver of Subrogation applies in favor of the Certificate Holder as respects the Automobile Liability and Workers Compensation policies where required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners
c/o Insurance Tracking Services, Inc

PO Box 20270

Long Beach, CA 90801

USA

CANCELLATION

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

ACORD 25 (2016/03)
ddebuhr
52724599

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AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF MINNESOTA

COUNTY OF DAKOTA

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the MANAGER of MN Airlines, LLC,
(title: e.g. Manager, Member, etc.)
a limited liability company organized and existing under the laws of the State of Minnesota ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a [select (a) or (b)] (a) manager managed or (b) member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Second Amendment to Non-Signatory Airline Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

R. Davis
_____, Individually and as
[select one: Manager or Member]

SWORN TO AND SUBSCRIBED before me on this 10th day of December,
2018, by Richard Brian Davis, [select one] Manager Member of
MN Airlines, LLC on behalf of the Company who is personally known to me ~~OR who~~
produced _____, as identification and who did take
an oath.

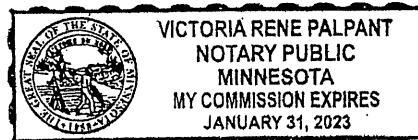
Victoria Rene Palpant
Notary Signature

Victoria Rene Palpant
Print Notary Name

NOTARY PUBLIC
State of Minnesota at large

My Commission Expires:

1/31/2023



**SECOND AMENDMENT TO NON-SIGNATORY AIRLINE AGREEMENT
BETWEEN PALM BEACH COUNTY AND MN AIRLINES, LLC d/b/a SUN
COUNTRY AIRLINES**

THIS SECOND AMENDMENT TO NON-SIGNATORY AIRLINE AGREEMENT (this "Second Amendment") is made and entered into this January 2, 2019, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and MN Airlines, LLC d/b/a Sun Country Airlines, a Minnesota Limited Liability Company, having its office and principal place of business at 1300 Corporate Center Curve, Eagan, MN 55121 ("Airline").

WITNESSETH:

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

WHEREAS, pursuant to the Non-Signatory Airline Agreement between County and Airline dated July 26, 2016 (R-2016-1128) (the "Agreement"), as amended, Airline leases various terminal facilities and equipment at the Airport in connection with its operations as a commercial air carrier; and

WHEREAS, the Director of the Department has been delegated the authority to execute certain amendments to the Agreement pursuant to County Resolution No. 2014-1575; and

WHEREAS, the parties desire to further amend the Agreement as provided for herein.

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

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference and made a part hereof. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
2. Exhibit "B" (Preferential Use Premises (Terminal Areas)) to the Agreement shall be deleted in its entirety and replaced with Exhibit "B" (Preferential Use Premises (Terminal Areas)) attached to this Second Amendment.
3. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Second Amendment by such reference.

4. 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. This Second Amendment shall become effective when signed by both parties hereto.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of two (2) witnesses for County:

[Signature]
Signature
Steven K. Schlemmer
Print Name

[Signature]
Signature
DEBRA REESE
Print Name

PALM BEACH COUNTY, a political subdivision of the State of Florida

BY: [Signature]
Director, Department of Airports

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

[Signature]
County Attorney

Signed, sealed and delivered in the presence of two (2) witnesses for Airline:

[Signature]
Signature
LAWRENCE J. MARCIANO
Print Name

[Signature]
Signature
Victoria Palpaunt
Print Name

Airline: MN Airlines, LLC d/b/a Sun Country Airlines

By: [Signature]
R. BRIAN DAVIS
Typed or printed name

Title: VP, GROUND OPERATIONS

(Seal) NO SEAL

**EXHIBIT "B" – PREFERENTIAL USE PREMISES
(Terminal Areas)**

**No Preferential Use Terminal Areas have been assigned
(per Second Amendment)**

**SECOND AMENDMENT TO NON-SIGNATORY AIRLINE AGREEMENT
BETWEEN PALM BEACH COUNTY AND MN AIRLINES, LLC d/b/a SUN
COUNTRY AIRLINES**

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WITNESSETH:

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WHEREAS, the Director of the Department has been delegated the authority to execute certain amendments to the Agreement pursuant to County Resolution No. 2014-1575; and

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5. This Second Amendment shall become effective when signed by both parties hereto.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of two (2) witnesses for County:

[Signature]
Signature
Steven K. Schlang
Print Name

[Signature]
Signature
Debra Reese
Print Name

PALM BEACH COUNTY, a political subdivision of the State of Florida

BY: [Signature]
Director, Department of Airports

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

[Signature]
County Attorney

Signed, sealed and delivered in the presence of two (2) witnesses for Airline:

[Signature]
Signature
LAWRENCE J. MARCIANO
Print Name

[Signature]
Signature
Victoria Palpant
Print Name

Airline: MN Airlines, LLC d/b/a Sun Country Airlines

By: [Signature]
R. BRIAN DAVIS
Typed or printed name

Title: VP, GROUND OPERATIONS

(Seal)
No SEAL

**EXHIBIT "B" – PREFERENTIAL USE PREMISES
(Terminal Areas)**

**No Preferential Use Terminal Areas have been assigned
(per Second Amendment)**