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March 2, 2022

Via Electronic Execution

The Greater Orlando Aviation Authority
1 Jeff Fuqua Boulevard
Orlando, Florida 32827
c/o Stephen H. Luther
Luther Law PLLC
sluther@lutherlawgroup.com

Dear Mr. Luther,

Thank you for selecting Losey PLLC (the "Firm" or "we") to represent the Greater Orlando Aviation Authority ("you") as local counsel in the District of Arizona in litigation over the orlandoairport.net domain. Our Firm is dedicated to providing you with exemplary client service. We can best do so when there is clear, effective, and candid communication between us.

This Engagement Letter Agreement ("Agreement") is the start of these communications and sets forth the terms and conditions of your relationship with the Firm. If you would like changes to the terms of this Agreement, please let us know, and we are happy to discuss them with you.

We strongly encourage you to communicate with us if you would like to discuss the Agreement, our engagement, or ways in which the Firm can add value as a service provider to you. It is our pleasure to assist you, and we sincerely appreciate the opportunity to be of service.

Very truly yours,

Scope of Engagement. The scope of our engagement includes providing services as local counsel in the dispute over the orlandoairport.net domain and representation in other matters on written request from GOAA (the “Matter”). This Agreement cannot be modified except by a written agreement executed by all parties. Should you retain the Firm for other matters, the specifics of this Agreement will remain in place unless explicitly agreed otherwise in writing. This Agreement supersedes and replaces all prior agreements between you and the Firm regarding the Matter.

Staffing. I will have primary responsibility for the Matter, but we may utilize other Firm attorneys, contract attorneys, outside contractors, and paraprofessionals when in our judgment doing so is appropriate and cost effective. The Firm will keep you informed of our progress and will utilize best efforts to promptly respond to your communications. In return, you agree to keep us informed of any developments that may affect the Matter as soon as you become aware of them, and to be available when we need to consult with you.

Conflicts of Interest, Advance Waiver of Conflicts, and Client Identity. We have determined that there is no present conflict of interest that prevents us from working on the Matter. However, we may be asked during our representation of you to represent another current client or new client in a matter that involves you. Or, conversely, you may in the future ask us to handle a matter involving another client of the Firm. In either instance, if the other client’s interests and your interests in the matter are directly adverse, then the Firm may not handle the matter without your consent. We ask that you consent now, by the execution of this Agreement, to such future conflicts. In exchange, we agree that we will not handle any matters without your express written consent that are both directly adverse to you and substantially related to this Matter or any other work that the Firm performs for you. You further agree that you have not retained the Firm to provide you with advice in the areas of tax, securities, or other specialized areas of law not included in our description of the Matter. We assume no responsibility or obligation to provide any such advice unless specifically contracted for in writing. If you do not make any such specific arrangements with us, we will assume that you have independently obtained any relevant advice or waived such advice from other professional advisors. Finally, unless specifically requested by you and agreed to by the Firm in writing, the Firm’s representation does not extend to any of your affiliates, partners, agents, or any other entity or individual. Accordingly, the Firm may represent other clients in matters directly adverse to any such entities or individuals.

Fees and Billing. You acknowledge that the Firm has not promised or guaranteed you any specific outcome or result in this Matter, and you understand that payment of the Firm’s fees and costs is not contingent upon any specific results. You agree that you will compensate the Firm for its services based upon the time devoted to the Matter and the applicable hourly rates, or at a fixed fee agreed upon in writing prior to undertaking the work, and that all amounts charged will be billed at (and paid by you in) United States Dollars.

Currently, the hourly rates of the attorneys and paraprofessionals who will likely work on this matter range from \$150 to \$650. I have agreed to substantially discount my rate to \$425 from my standard rate of \$560 per hour. These rates may only be altered with permission from GOAA.

We will provide and utilize cost effective and efficient support systems and may bill you for the reasonable out-of-pocket costs expended to provide such support services. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect our internal costs associated with those services. You agree that we can arrange to have you billed directly by third parties. Should such an arrangement be unavailable, impractical, or otherwise undesirable, you agree that you will pay the third parties directly for invoices that we receive for costs from third parties, such as costs for consultants, appraisers, court reporters, foreign attorneys, process servers, or other parties that render billable services during the Matter. If arrangements have not been made for direct billing or direct payment by you for third-party costs, you agree that we may pay these invoices on your behalf, however you remain solely responsible for timely payment of these invoices.

Firm invoices are normally sent to you each month and reflect the fees and costs incurred the previous month (including, if applicable, third-party fees and costs). However, if you have less than a total of \$500 outstanding, then we may, in our sole discretion, refrain from sending you an invoice until amounts outstanding exceed \$500. Payment is due within thirty days of receipt unless otherwise indicated, and we will assess a late fee of 1.5% per month on any unpaid balance. In addition, we may also cease performing services for you until satisfactory arrangements have been made for payment.

To the extent that you choose to utilize a credit card or other credit facility to pay the Firm (either for services rendered, for a pre-paid fee retainer, or for any other reason), you agree to pay the Firm's actual out-of-pocket costs in processing or allowing such payments. Currently the Firm is charged 2.9% for credit card transactions, although this amount may change from time to time. You are solely responsible for reimbursing the Firm for any and all fees and costs that the Firm incurs as a result of your chosen payment method.

Termination of Representation. Either of us may terminate this Agreement at any time for any reason by written notice. Upon termination, all outstanding invoices and amounts owed shall become immediately due and payable. The Firm will take all steps required by the applicable rules of professional conduct to protect your interests in the Matter. If court approval is necessary for withdrawal, we will promptly apply for it and you will promptly engage new counsel to represent you. After the Agreement ends, there may be changes in laws or regulations that could affect your future rights and liabilities, but the Firm does not have any obligation to advise you about future legal developments in law that may affect you. Following the conclusion of the Matter, as well as the termination of this Agreement, we will maintain the confidentiality of and return your information in accordance with the applicable rules of professional conduct. Unless the applicable rules of professional responsibility require an earlier return, we may retain all

documents and file materials until you have fully paid any outstanding balance owed to us. The Firm reserves the right to destroy closed representation files at any time, which includes all electronic or hard copy records related to the Matter.

Communication. We may send our clients information about the Firm or legal matters we think might be of interest to them. You agree that we may send you this material, either by electronic mail or other means. You also agree that we may communicate with you about this Matter by electronic mail and text message on an unencrypted basis, unless prohibited by law. Throughout this representation, we may express opinions or beliefs concerning the Matter and its outcome. Any such statements made by us are an expression of opinion only and are not a promise or guarantee of results. You agree that the Firm may list you as a client on public materials with prior written approval from GOAA.

Limitations of Liability. Losey PLLC is a limited liability company under the laws of Florida. This means your right to recover damages in a legal malpractice action are limited by Florida law.

Arbitration & Venue. Any dispute between you and the Firm (a "Dispute") will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary, non-binding mediation or arbitration. Binding arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the "JAMS Rules"). Arbitration shall be held in Orange County, Florida, before an arbitrator selected pursuant to the JAMS Rules who shall have no personal or pecuniary interest, either directly or indirectly, from any business or familial relationship with either of the parties. All decisions of the arbitrator will be final, binding, and conclusive on the parties. The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Florida state courts in and for Orange County, Florida, and each party hereby consents to the exclusive jurisdiction and venue of the Florida state courts in and for Orange County, Florida in any claim or action arising under this arbitration provision. By signing this Agreement, you agree to waive any and all rights to a jury trial regarding any Dispute.

If it is determined that arbitration is not permitted, has been waived, or is otherwise unavailable, then the sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Orange County, Florida. You hereby submit to the jurisdiction and venue of said courts. You agree that the laws of the State of Florida, without regard to the principles of conflict of laws, shall govern this Agreement and any claim or dispute that has arisen or may arise under this Agreement. This paragraph shall not be read to conflict with the mandatory arbitration provision.

Authority to Bind Entity. By signing this agreement, the signee represents and warrants that he or she has legal authority to execute this Agreement on your behalf.

Please confirm your approval of this Agreement by returning a signed copy. If you have any questions, or if this Agreement does not accurately set forth our arrangement, please let me know. We look forward to working with you.


Very truly yours,

LOSEY PLLC



AGREED AND ACCEPTED:

The Greater Orlando Aviation Authority

By: 
THOMAS W. DRAPER
Acting Chief Executive Officer

Rumberger/Kirk

Approved as to Form

3/7/22