LETTER OF AUTHORIZATION (SPACE COMMITMENT)

October 22, 2021

Mr. Rodrigo Calderon
Station Manager
Azul Linhas Aereas Brasileiras S.A. Inc.
526 SW 34th St, Building 6
Fort Lauderdale, FL 34771

Dear Mr. Calderon:

This Letter of Authorization ("LOA") establishes and formalizes the agreement between the Greater Orlando Aviation Authority (the "Authority") and Azul Linhas Aereas Brasileiras S.A. Inc. ("Airline") for Airline's commitment to use and pay for certain terminal space at Orlando International Airport ("OIA"), as described below, through the expiration dates set forth below. All such space defined below shall hereinafter be referred to as the "Committed Premises." Airline agrees to use the Committed Premises solely in connection with Airline's Air Transportation Business conducted at OIA.

Rate Resolution

Airline agrees that the Second Amended and Restated Resolution of the Authority Relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the Use of Facilities and Services at Orlando International Airport, adopted by the Authority on or about August 28, 2019, effective October 1, 2019, as amended from time to time ("Rate Resolution"), is incorporated herein by reference and shall apply to Airline's use of the Committed Premises, this LOA and all of Airline's operations at OIA, whether or not such operations are conducted in the Committed Premises. Airline agrees to abide by the terms and conditions of the Rate Resolution for as long as Airline operates at OIA, regardless of the expiration of this or any other LOA. Failure of Airline to comply with the terms and conditions of the Rate Resolution shall be a default hereunder and shall entitle the Authority to terminate this LOA and to all other rights and remedies set forth in the Rate Resolution or otherwise legally available. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such term in the Rate Resolution.

Rights of Occupancy

(1) Subject to the Rate Resolution and the Authority's right to terminate this LOA as described above, Airline commits, and shall have the right, to occupy and use, beginning on the effective date of the latest Exhibit A attached hereto through September 30, 2024, the Exclusive Use Premises, Preferential Use Premises and number of Annual Access Gates identified in such

Exhibit A and depicted graphically on Schedule 2 attached hereto, with the exception of Annual Access Gates.*

(2) Subject to the Rate Resolution and the Authority's right to terminate this LOA as described above, Airline commits, and shall have the right, to occupy and use, beginning on the effective date of the latest Exhibit B attached hereto through the next Fiscal Year end set forth on Exhibit B, the Exclusive Use Premises, Preferential Use Premises and number of Annual Access Gates identified in such Exhibit B and depicted graphically on Schedule 2 attached hereto, with the exception of Annual Access Gates.

(3) Subject to the Rate Resolution and the Authority's right to terminate this LOA as described above, Airline commits, and shall have the right, to occupy and use, beginning on the effective date of the latest Exhibit C attached hereto through the date(s) set forth on Exhibit C (up to September 30, 2024), the Exclusive Use Premises set forth on such Exhibit C and depicted graphically on Schedule 2 attached hereto.

Term, Termination and Amendment

The start and end dates on Exhibits A, B and C applicable to Airline commitments may be different for different space listed thereon. Only payments made in connection with commitments through September 30, 2024 will be counted toward an Airline's allocation of revenue sharing payments pursuant to the Rate and Revenue Sharing Agreement, Fiscal Year 2020 through Fiscal Year 2024 ("Rate and Revenue Sharing Agreement").

This LOA shall continue until either the last commitment date described on Exhibits A, B or C above has expired or been terminated, or September 30, 2024, whichever is earlier. By written notice to the Authority prior to any expiration date herein, and subject to Authority approval, Airline may extend any of the expiration dates set forth herein through the end of the next Fiscal Year, but not later than September 30, 2024. The Authority may document such extension without requiring the execution of a new LOA by attaching one or more updated Exhibits to this LOA from time to time. Airline may not terminate this LOA, accelerate any expiration date, or reduce the amount of space making up the Committed Premises, prior to the expiration dates described above, as such may be extended.

The parties hereto may at any time, by mutual agreement, amend one or more Exhibits attached hereto by (a) adding space to the Exhibit, (b) exchanging space covered by the Exhibit for other comparable or greater space and/or (c) extending the termination date of Exhibits A, B, or C through the end of a subsequent Fiscal Year up to September 30, 2024.

Rates and Charges

The Authority and the Airline agree that Rates and Charges for the Committed Premises shall be fixed monthly amounts, as determined in accordance with the Rate Resolution, and shall

* A commitment to at least one Annual Access Gate through September 30, 2024 pursuant to Exhibit A is a condition for entering into a Rate and Revenue Sharing Agreement. All Annual Access Gates are assigned by the Authority pursuant to Section 4.2 of the Rate Resolution.

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be due and payable as described in the Rate Resolution. Nothing herein shall preclude any objection or challenge by Airline to the ratemaking methodology in the Rate Resolution.

Acceptance

Please acknowledge the Airline's agreement with this LOA, to be effective as of the date above, by signing in the space provided below.

Sincerely,

GREATER ORLANDO AVIATION AUTHORITY

Phillip N. Brown, A.A.E.
Chief Executive Officer

ACCEPTED AND AGREED:

AZUL LINHAS AEREAS BRASILEIRAS S.A. INC.

By: _____

Name: Joanna Camet Portella
Attorney in Fact

Title: _____

Date: 10/14/2021

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AZUL

Letter of Authorization - Consolidated Exhibits A, B and C Detail Sheet
AZUL LINHAS AEREAS BRASILEIRAS S.A. INC.

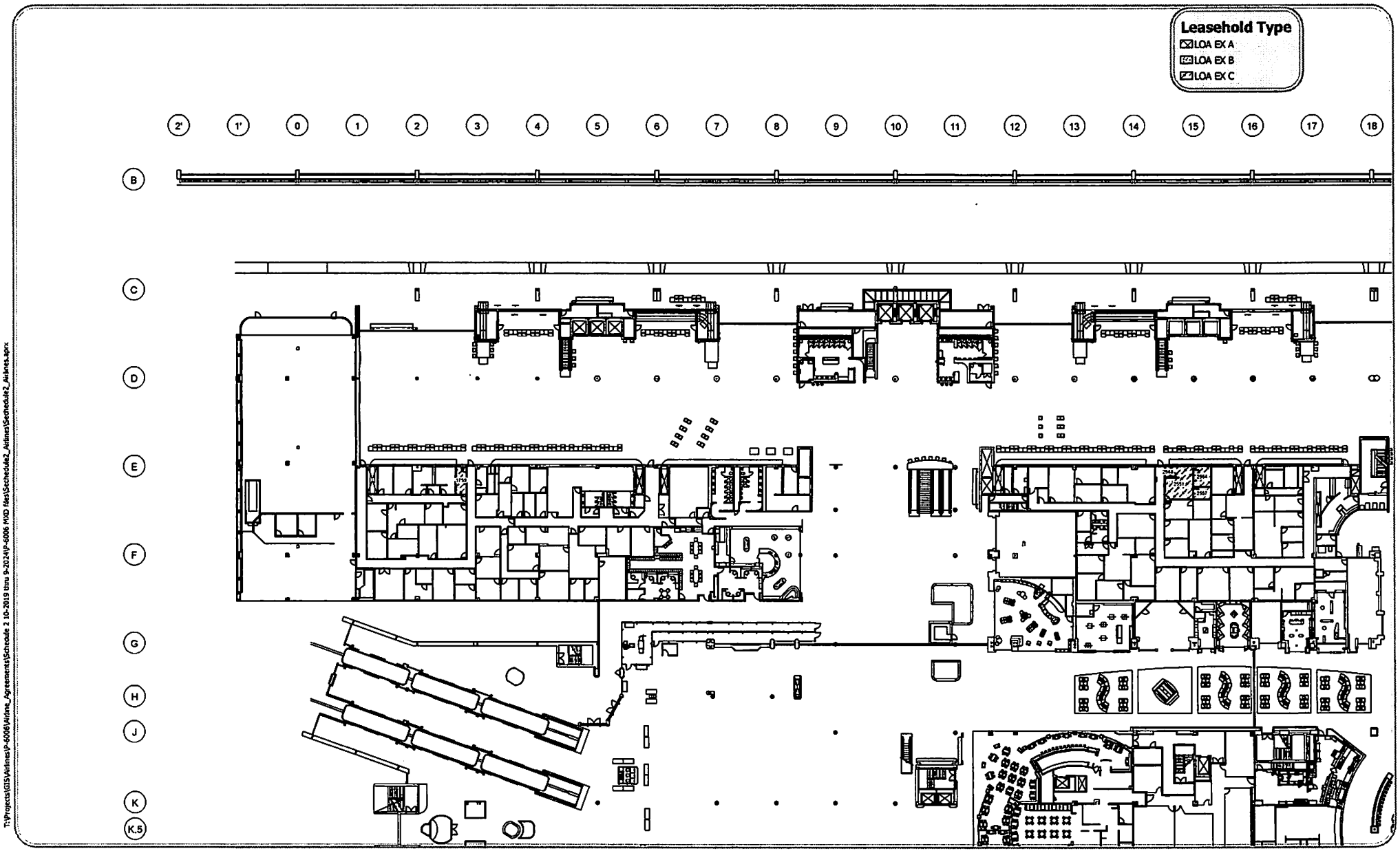
Exclusive Terminal Premises Enclosed Space (SF)	Sales Tax	Exhibit A	Exhibit B	Exhibit C	Total
		LOA 5	LOA 1	LOA	
Effective Date		10/1/2019	10/1/2019	10/22/2021	
Expiration Date		9/30/2024	9/30/2020	9/30/2022	
ATO	Y	-	-	556	556
Curbside Storage	Y	-	-	-	-
Bag Service Office & BSO Staging	N	-	-	-	-
Operations Ofcs (LS)	Y	-	-	-	-
Operations Ofcs (AS)	Y	-	-	158	158
E-ticket/Kiosk/Other (LS)	N	-	-	-	-
Customer Service Counter	N	-	-	-	-
Club	Y	-	-	-	-
Crew Base	Y	-	-	-	-
Total Exclusive Enclosed Space		-	-	714	714

Exclusive Terminal Premises Unenclosed Space (SF)		Exhibit A	Exhibit B	Exhibit C	Total
		LOA 5	LOA 1	LOA	
Operations Unenclosed Space	Y	-	-		-
Total Exclusive Unenclosed Space		-	-	-	-

Preferential Terminal Premises Enclosed Space (SF)		Exhibit A	Exhibit B	Total
		LOA 5	LOA 1	
Ticket Counters & Queue (L3)	N	-	-	-
Bag Make-up	N	-	-	-
Ticket Counter & Queue (L1)	N	-	-	-
Curb Checkin	N	-	-	-
Total Preferential Terminal Premises Enclosed Space		-	-	-

Annual Access Gates		Exhibit A	Exhibit B	Total
Annual Access Gates		LOA 5	LOA 1	
Narrowbody (NB)	N	-	-	-
Jumbo (JB)	N	-	-	-
Super Jumbo (SJB)	N	-	-	-
Total Annual Access Gates		-	-	-

Total Exclusive and Preferential Enclosed Space (SF)		-	-	714	714
Total Unenclosed Space (SF)		-	-	-	-
Total Enclosed & Unclosed Spaces (SF)		-	-	714	714



T:\Projects\GIS\Airlines\P-6006\Airline_Agreements\Schedule 2 10-2019 thru 9-2024\P-6006 MXD Files\Schedule2_Airlines\Schedule2_Airlines.aprx

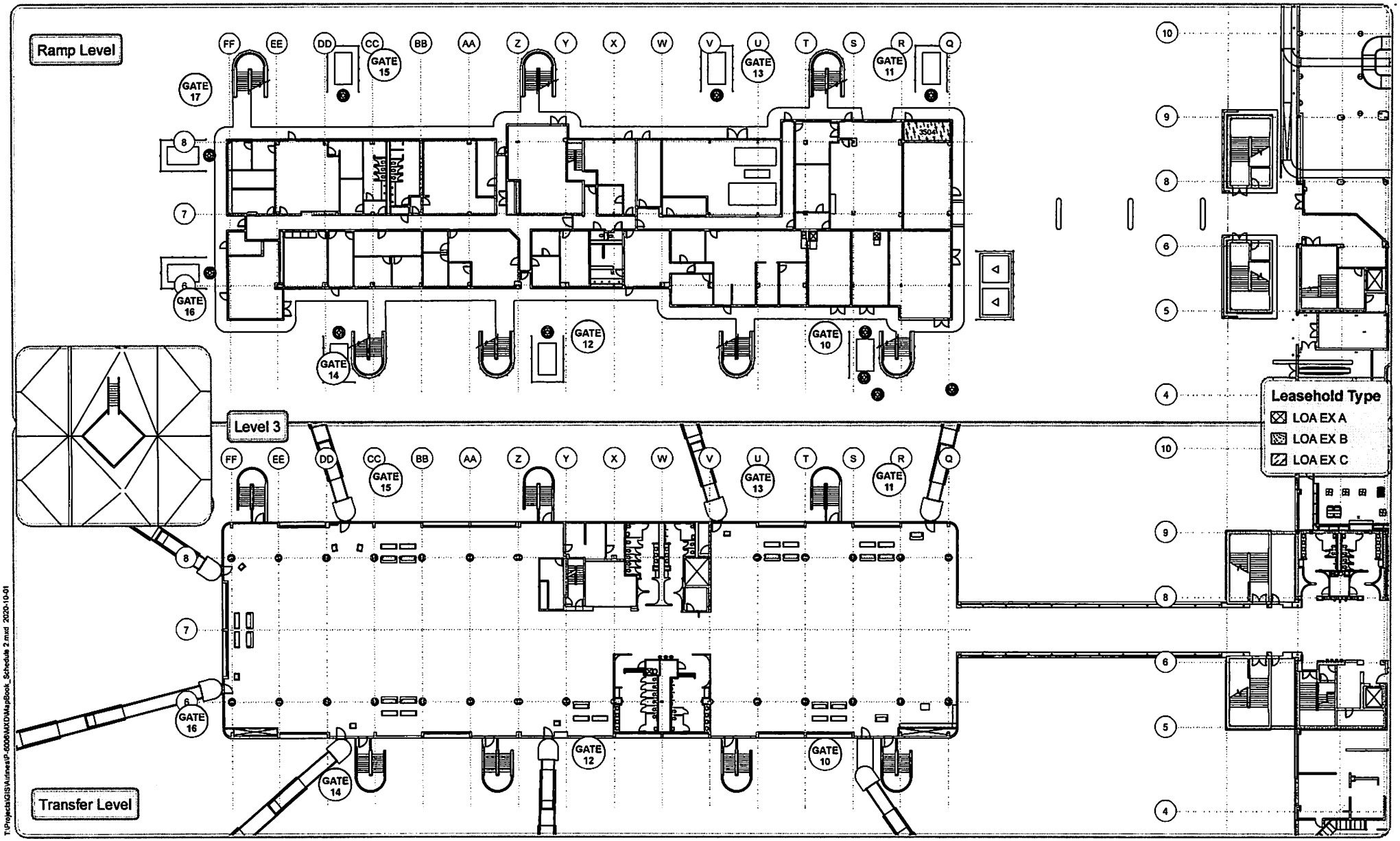
GREATER ORLANDO AVIATION AUTHORITY
MCO
ORLANDO INTERNATIONAL AIRPORT

Schedule 2 Airline Space Exhibit, Azul Linhas Aereas Brasileiras S.A. Inc
Landside Terminal
Level 3
NW QUAD

GRAPHIC SCALE IN FEET
0 15 30 60

PROJECT NO.:	P-6006
REQUESTED BY:	Jackie Chin
DRAWN BY:	AAK
CHECKED BY:	JC
DATE CREATED:	2019-10-01
DATE LAST REVISED:	2021-10-22

Page 1
NTLS
Level 3
NW QUAD



GREATER ORLANDO AVIATION AUTHORITY
MCO
ORLANDO INTERNATIONAL AIRPORT

Schedule 2 Airline Space Exhibit, Azul Linhas Aereas Brasileiras S.A. Inc
Airside Terminal 1
Ramp & Transfer Levels
WING 05

GRAPHIC SCALE IN FEET
0 10 20 40

PROJECT NO.:	P-6006
REQUESTED BY:	Jackie Chin
DRAWN BY:	TDD
CHECKED BY:	JC
DATE CREATED:	2020-10-01
DATE LAST REVISED:	2020-10-22

Page 2
AS01
Level 1-2
WING 05