

GOAA DATE 10/21/2020
ITEM NO. 30
DOCUMENTARY # 100918

AMENDMENT NO. 1 TO
OPERATIONS CENTER LEASE AGREEMENT
ORLANDO INTERNATIONAL AIRPORT

THIS AMENDMENT NO. 1 TO OPERATIONS CENTER LEASE AGREEMENT, ORLANDO INTERNATIONAL AIRPORT ("Amendment No. 1") is made and entered into as of the 6 day of November, 2020 (the "Effective Date"), by and between **THE GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority") and **SPIRIT AIRLINES, INC.** ("Company").

WHEREAS, on or about December 20, 2018, Company and the Aviation Authority entered into that certain **OPERATIONS CENTER LEASE AGREEMENT, ORLANDO INTERNATIONAL AIRPORT**, as amended (collectively, the "Agreement"), at a designated location in the Tradeport Drive North area of the Orlando International Airport (the "Airport"); and

WHEREAS, the Aviation Authority and Company desire to modify the Agreement to augment the authorized use of the Premises; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. Modification of Article 2.3. Article 2.3 shall be deleted in its entirety and replaced with the following:

Lessee agrees that it will use (and will permit any authorized assignee, sub lessee or other successor in interest to use) the Premises and the Improvements only for the purpose of an operations control center, in addition to an inflight and airport services training center with associated administrative offices; provided, however, the foregoing permitted uses must at all times comply with, and they shall be subject to the requirements of, the Airport Master Plan, Aviation Authority's rules and regulations as set forth in Exhibit "E", and all applicable laws, regulations and ordinances.

2. Entire Agreement. All terms not expressly defined herein shall have the same meanings as ascribed to them in the Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. In case of any inconsistency between the provisions of the Agreement and this Amendment, the later provision shall govern and control. Nothing contained herein shall be interpreted as terminating, modifying or amending any other agreement between the Aviation Authority and Company.

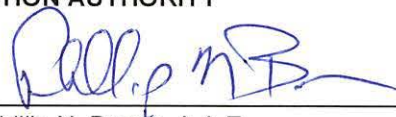
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No.1 to Operations Center Lease Agreement, Orlando International Airport to be executed the day and year first above written.

ATTEST:

“AVIATION AUTHORITY”
GREATER ORLANDO
AVIATION AUTHORITY

By: 

~~Dayci S. Burnette-Snyder~~, Larissa Bai-Vazquez
Assistant Secretary

By: 

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

APPROVED AS TO FORM AND LEGALITY
On the 6 day of November, 2020 for
the use and reliance of the Greater Orlando
Aviation Authority, only.

Rumberger Kirk, Interim General Counsel

RumbergerKirk

By: _____
Approved as to Form

ATTEST:

“COMPANY”
SPIRIT AIRLINES, INC.

By: _____

Print Name: _____

Title: _____

DocuSigned by:


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Print Name: Mike Byrom

Title: Vice President, Airport Services

OR
TWO WITNESSES:

(1) By: 
Print Name: Chip Sandifer

(2) By: 
Print Name: Blake Vanier