

SELF BAG DROP INSTALLATION AGREEMENT

THIS SELF BAG DROP INSTALLATION AGREEMENT (the "Agreement") is made as of the 1st day of November, 2022 (the "Effective Date") by and between Spirit Airlines, Inc., a Delaware corporation ("Spirit"), and the Greater Orlando Aviation Authority (the "Authority").

RECITALS

A. Spirit desires to install 19 Self Bag Drop lanes manufactured by Materna IPS ("Materna"), each comprised of the check-in unit, printer, feeder belt, and a scale (the "SBD Units") in the Landside Terminal A building of the Orlando International Airport (the "Terminal").

B. The Authority and Spirit desire to enter into this Agreement to set forth the obligations of the parties concerning the installation, maintenance, and ownership of the SBD Units, as further provided in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Installation of SBD Units.

(a) Spirit shall be responsible for the purchase and installation of the SBD Units, including any cost associated with the reconfiguration of the Terminal counter space designated by the Authority (the "Space") in order to prepare the Space for the SBD Units.

(b) The installation of the SBD Units, including reconfiguration of the Space, is subject to the Authority's advanced approval of all plans and designs. Spirit may modify elements of the specifications and the related detailed plans and designs for the build-out from time to time, only upon advanced approval of the Authority in its exclusive direction (the "Installation Design Plans"). Spirit must receive the Authority's approval of the Installation Design Plans prior to Spirit commencing construction. Spirit shall enter into a contract with a contractor to construct the installation space in accordance with the Installation Design Plans and all other Authority requirements. Spirit shall be solely responsible for its contractors and Spirit shall have no authority whatsoever, expressed or implied, to commit the Authority in any way to perform in any manner or to pay money for services or materials provided by its contractors.

(c) The SBD Units shall be constructed in a manner that meets the needs of Spirit, but is capable of operation in a common use environment. The Authority shall have the authority to contact Materna before installation to discuss the Authority's requirements to ensure that the SBD Units are capable of common use operation.

(d) Notwithstanding (a) and (b) of this section 1, Spirit shall utilize the Authority's Common Use Self Service (CUSS) units or such other equipment required by the Authority in Spirit's designated ticket counter area.

2. Maintenance of SBD Units.

(a) All fees associated with installation, utilization, and maintenance of the SBD Units shall be the sole responsibility of Spirit. Any failure to maintain the SBD Units in proper working condition or to pay any fees for maintenance or repair of the SBD Units shall entitle the Authority to remove or demand that Spirit remove the SBD Units at the expense of Spirit. Alternatively, if the failure of SBD Units to be in proper working condition adversely impacts the condition or operation of any Authority equipment or systems, the Authority may, at its sole discretion, repair or pay a third party to repair or replace such SBD Units and charge Spirit the amount incurred by the Authority (including for the time of Authority personnel) in Spirit's rates and charges or deduct such amount from any revenue sharing or true-up payment owed Spirit.

(b) All maintenance and upkeep of the SBD Units, including the feeder belt, scale, and other associated components, shall be the responsibility of Spirit. This includes but is not limited to general operation, testing, and licensing.

(c) Spirit shall be responsible for any software development or configuration costs associated with self-enrollment at the SBD Units. The SBD Units and related software must be compatible with all Authority systems. Spirit shall be responsible for obtaining regulatory approvals (Transportation Security Administration and or others) for the use of the SBD Units.

(d) Spirit shall be responsible for the cost of the interface between the SBD Units and the Authority's general baggage system and other applicable systems. All software designed to interface with Authority systems must be submitted to, and approved by, the Authority prior to implementation. In the event the Authority determines, in its exclusive discretion, that any interface is interfering with the operation of the Authority systems, Spirit shall immediately cease using the interface and make whatever corrections are necessary to avoid such interference.

3. Removal or Modification of SBD Units

(a) The Authority reserves the right upon at least sixty (60) days' notice to require Spirit to remove the Spirit installed SBD Units at any time after September 30, 2024, at Spirit's sole cost; provided that the Authority may require Spirit to remove the SBD Units prior to such time from any Space that is no longer Committed Premises of Spirit under the Authority's Rate Resolution and any effective Letter of Authorization.

(b) If Spirit desires to remove or replace the SBD Units from its designated ticket counter space, Spirit must receive the approval of the Authority, which shall not be unreasonably withheld. Spirit shall provide the Authority with at least sixty (60) days' notice of the intended removal or replacement of the SBD Units. Spirit shall remove or replace the SBD Units at such times and in such manner as shall avoid disruption of terminal operations. Spirit shall be responsible for the cost of removal, replacement and reconfiguration of the space occupied by the SBD Units to its original condition.

4. Indemnification

(a) Spirit hereby agrees to defend, reimburse, indemnify and hold each of the Authority, the City of Orlando, and their respective agents, employees, board members and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney's fees and appellate cost) incurred by reason of or

arising out of this Agreement and/or Spirit's installation, maintenance, use or removal of the SBD Units; provided, however, that no indemnity obligation shall be owed hereunder to the extent such claim, demands, causes of action, judgments, liabilities, damages, penalties, losses, costs or expenses were incurred as a result of or were caused by, the Authority's gross negligence or willful misconduct.

5. Miscellaneous.

(a) Recitals. The parties hereby acknowledge that the recitals are correct in all respects and are incorporated into this Agreement as if fully set forth herein.

(b) Entire Agreement. This Agreement reflects the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. Nothing herein shall be construed as modifying, or limiting the rights and obligations of the parties under, the Authority's Rate Resolution, Authority Policies and Procedures and any Letter of Authorization applicable to Spirit.

(c) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the parties and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall be construed as a waiver of such provisions or affect the validity, binding effect, or enforceability of this Agreement or any provision hereof.

(d) Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors, permitted assigns, heirs, representatives, and estate, as the case may be.

(e) Further Assurances. Each of the parties hereto will promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, deeds, instruments, resolutions, documents, and things as the other parties to this Agreement may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take any steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in separate counterparts, or by facsimile or other electronic transmissions, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(g) Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflict of laws principles, and without reference to any rules of construction regarding the party responsible for the drafting hereof. Exclusive venue for any course of action arising from, or relating to, this Agreement shall be in the State and Federal Courts located in Orange County, Florida. By their execution hereof, each of the parties hereby consents and irrevocably submits to the in personam jurisdiction of the State and Federal Courts located in Orange County, Florida, and agrees that any process in any suit or proceeding commenced in such courts under this Agreement may be served by certified or registered mail, return receipt requested, or by Federal Express or other courier services, with the same full force and effect as if personally served and waives any objection based on venue or non-convenient forum. Each of the parties hereto hereby waives any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense of lack of in personam jurisdiction with respect thereto.

(h) Attorneys' Fees. In the event any litigation, arbitration, or controversy between the parties hereto arises out of, or relates to, this Agreement, the prevailing party in such litigation,

arbitration, or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or post-judgment collection proceedings.

(i) **CAVEAT. THIS AGREEMENT WAS PREPARED BY COUNSEL TO AUTHORITY. SPIRIT IS ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH SPIRIT'S REVIEW OF THIS AGREEMENT. EXECUTION OF THIS AGREEMENT BY SPIRIT SHALL BE DEEMED TO MEAN THAT SPIRIT HAS OBTAINED ADVICE FROM INDEPENDENT LEGAL COUNSEL OR DETERMINED THAT SUCH ADVICE WAS NOT NECESSARY**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date. By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Spirit:

Spirit Airlines, Inc., a Delaware corporation

By: 

Name: Michael Byron

Title: Vice President, Airport Services

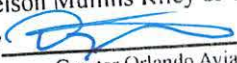
AUTHORITY:

Greater Orlando Aviation Authority

By: 

Name: _____

Title: Kevin J. Thibault, P.E.
Chief Executive Officer

Approved as to Form and Legality
this 28th day of October, 2022
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority