

**LETTER OF AUTHORIZATION
(SPACE COMMITMENT, INCLUDING FLOATING GATES)**

_____, 201__

(Airline)
Address

Dear (Airline):

This Letter of Authorization ("LOA") establishes and formalizes the agreement between the Greater Orlando Aviation Authority (the "Authority") and _____ ("Airline") for use of certain terminal space at Orlando International Airport ("OIA"), as described below, on an exclusive or preferential basis 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 rate resolution adopted by the Authority on August 10, 2016, effective October 1, 2016, 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 Authority's right to terminate this LOA as described above, Airline shall have the right beginning on the effective date hereof through the Fiscal Year end set forth on attached Exhibit A to occupy and use, on an exclusive basis, the Exclusive Use Premises described in attached Exhibit A and depicted graphically on Schedule 1 attached hereto.

(2) Subject to the Authority's right to terminate this LOA as described above, Airline shall have the right beginning on the effective date hereof through the Fiscal Year end set forth on

attached Exhibit B to occupy and use, on a preferential basis, the Preferential Use Premises described in attached Exhibit B and depicted graphically on Schedule 1 attached hereto.

(3) *Subject to the Authority's right to terminate this LOA as described above, Airline shall have the right beginning on the effective date hereof through September 30, 2019, to occupy and use, on either a preferential or exclusive basis, as designated by the Authority, the space described in attached Exhibit C and depicted graphically on Schedule 1 attached hereto.

(4) Subject to the Authority's right to terminate this LOA as described above, Airline shall have the right beginning on the effective date hereof through the Fiscal Year end set forth on attached Exhibit D (up to September 30, 2019), to occupy and use, on a preferential basis, as assigned by the Authority pursuant to Section 4.2 of the Rate Resolution, the equivalent of the number of International Gates set forth on attached Exhibit D.

(5) Subject to the Authority's right to terminate this LOA as described above, Airline shall have the right to occupy and use on an exclusive basis, one or more areas of Exclusive Use Premises described in attached Exhibit E and depicted graphically on Schedule 1 attached hereto, for the respective terms set forth on Exhibit E for such space (i.e., different space may have different start and end dates, as identified on Exhibit E).

(6) Subject to the Authority's right to terminate this LOA as described above, Airline shall have the right beginning on the effective date hereof through the Fiscal Year end set forth on attached Exhibit F (up to September 30, 2019), to occupy and use the number of Floating Gates (as defined in the Authority Policies and Procedures) set forth on attached Exhibit F, as assigned from time to time by the Authority pursuant to the priority established for Authority controlled gates under the Authority Policies and Procedures. Floating Gates shall be treated for economic purposes as Committed Premises, similar to the treatment of International Gates as described in Sections 4.2(b) and (c) of the Rate Resolution.

Term, Termination and Amendment

This LOA shall continue until either the last right of occupancy described above has expired or been terminated, or September 30, 2019, whichever is earlier. By written notice to the Authority prior to any expiration date herein, and subject to Authority approval, both of which may be effectively communicated by electronic mail, Airline may extend any of the expiration dates set forth herein through an end date permissible for such space, as described above, but not later than September 30, 2019. 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 reflecting any renewals and/or expirations, or such extension may be documented by the execution by the parties of a new LOA. 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, enter into a new LOA to (a) add Committed Premises or (b) exchange Committed Premises for other comparable or greater space.

* A valid Exhibit C is a condition for entering into a Rate and Revenue Sharing Agreement.

The Authority may consolidate Exhibits A – F into a single exhibit describing all Committed Premises hereunder.

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 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.
Executive Director

ACCEPTED AND AGREED:

By: _____
Name: _____
Title: _____
Date: _____

Exhibits

- A. Office Space and other Exclusive Use Premises
- B. Terminal holdrooms, ticket counters and other Preferential Use Premises
- C. Commitments through September 30, 2019 (Rate and Revenue Sharing Qualification)
- D. International Gates
- E. Temporary or Seasonal Office Space and other Exclusive Use Premises (Not required to expire on a Fiscal Year end)
- F. Floating Gates (domestic)