

LETTER OF AUTHORIZATION (SPACE COMMITMENT)

Date

Dear :

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 October 16, 2013, effective November 1, 2013, 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 September 30, 2014 to occupy and use, on an exclusive basis, the Exclusive Use Premises identified in attached Exhibit A.

(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 September 30, 2014 to occupy and use, on a preferential basis, the Preferential Use Premises identified in attached Exhibit B.

(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, 2016, to occupy and use, on either a preferential or exclusive basis, as designated by the Authority, the space identified in attached Exhibit C.

(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 September 30, _____, 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 _____ International Gate(s).

(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 identified in attached Exhibit D, for the respective terms set forth on Exhibit D for such space (i.e., different space may have different start and end dates, as identified on Exhibit D).

Term and Termination

This LOA shall continue until the last right of occupancy described above has expired or been terminated. 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. 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.

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: _____