



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

August 13, 2021

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Ms. Vanessa Hicks-Voorham
Manager
SMT Shipping (USA) LLC
10 Saugatuck Avenue, Suite 105
Westport, CT 06880

Via email: V.Voorham@smtshipping.com

Mr. Trent Porter
Chief Financial Officer
Breeze Aviation Group, Inc., dba Breeze Airways
6340 South 3000 East, Suite 400
Salt Lake City, UT 84121

Via email: brian.mccormick@flybreeze.com

RE: Letter of Agreement (LOA) to the Cargo Building Space Rental Agreement -
Suite 1400 (Premises)
Tampa International Airport (Airport)

Dear Ms. Hicks-Voorham and Mr. Porter:

The following constitutes an LOA between SMT Shipping (USA) LLC (SMT) and Breeze Aviation Group, Inc. (Breeze) regarding the Cargo Building Space Rental Agreement between SMT and the Hillsborough County Aviation Authority (Authority), dated September 8, 2010, as amended via Amendment No. 1 dated January 18, 2013 and Amendment No. 2 dated May 12, 2021 (collectively, Agreement). The purpose of this LOA is to clarify the responsibility for repayment to Authority of Company's Improvements Rent (CIR) for the Premises, as those terms are defined in the Agreement, before, during, and after the proposed future tenancy of the Premises by Breeze.

Whereas, the Agreement, in part, requires SMT to repay Authority for the cost of CIR for the Premises constructed by Authority at SMT's request until such time as the balance of CIR is paid in full or Authority executes a Space Rental Agreement for the Premises with a replacement tenant (See Sections 5.02(B)(1) and (2) of the Agreement); and

Whereas, Breeze desires to lease the Premises for a period of six (6) years from October 1, 2021 through September 30, 2027 (Term); and

Whereas, Breeze agrees to pay to Authority the Cargo Building Rent, O&M Rent, and CIR, as those terms are defined in the Agreement, during such Term.

Now, therefore, the Parties agree as follows:

1. If Breeze leases the Premises from Authority, Breeze thereby assumes the obligation for payment of the Cargo Building Rent, O&M Rent, and CIR during the Term of this LOA, unless terminated earlier as provided for in this LOA. Upon completion of the Term or earlier termination of this LOA, SMT will retain the obligation to repay the outstanding balance of CIR to Authority. SMT's obligation will continue thereafter until the CIR is paid in full or until

Authority executes a subsequent space rental agreement with a replacement tenant for the payment of all Rents, including payment of the outstanding balance of CIR; and

2. SMT grants permission to Breeze to modify/demolish any or all of Company's Improvements, as such term is defined in the Agreement, and restore such Company's Improvements and the Premises to their condition of the commencement of this LOA, all at Breeze's own expense. Breeze and SMT understand and agree that such modification/demolition and restoration will not reduce or otherwise impact Breeze's or SMT's obligation to repay the CIR to Authority under this LOA or under the Agreement; and
3. Breeze understands and agrees that it will repair, to the satisfaction of Authority, any damage caused to the Premises by such modifications or demolition and restoration; and
4. This LOA represents the entire understanding between the Parties relative to the CIR for the Premises as defined in the Agreement; and
5. The Parties expressly warrant that each signatory is vested with the necessary authority to sign this LOA and is a bona fide representative of the named party; and
6. This LOA can be amended only by written instrument executed by all of the parties hereto; and
7. This LOA may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(The remainder of this page is intentionally left blank)



IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 202_.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY



Jane Castor, Secretary, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Gary W. Harrod, Chairman, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

SMT SHIPPING (USA) LLC

By: Vanessa H. Hicks-Voorham

Title: Manager, SMT Shipping

Date: Aug. 13, 2021

Print Name: Vanessa H. Hicks-Voorham

Print Address: 127 West 69th St

ny ny 10023

James [Signature]

Signed in the presence of:

[Signature]
Witness Signature

Kendra Stringer
Print Name

[Signature]
Witness Signature

Timothy D Busby
Print Name

SMT SHIPPING (USA) LLC

STATE OF Rhode Island

COUNTY OF Washington

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of August, 2021, by Vanessa Hicks-Voorham as (name of person)

Manager (type of authority) for SMT Shipping (usa) LLC. (name of party on behalf of whom instrument was executed)

Timothy Busby
Rhode Island
ID# 757738
Exp: 03/30/2023

[Signature]
(Signature of Notary Public - State of Rhode Island)

Timothy D Busby
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

NY DL # 546429 511
(Type of Identification Produced)

BREEZE AVIATION GROUP, INC.,
DBA BREEZE AIRWAYS

By: Trent Porter

Title: CFO

Date: 8/13/21

Trent Porter
Print Name

12783 S. Cephus Cir.
Print Address

Draper, UT 84020



Signed in the presence of:

[Signature]
Witness Signature

Ryan Schroeter
Print Name

ACA
Witness Signature

Alesha Scott
Print Name

BREEZE AVIATION GROUP, INC.,
DBA BREEZE AIRWAYS

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of August, 2021, by Trent Porter as (name of person)

CFO (type of authority) for Breeze Aviation Group (name of party on behalf of whom instrument was executed)



ACA
(Signature of Notary Public - State of Utah)

Alesha Scott
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

(Type of Identification Produced)