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AMENDMENT NO. 3 TO SPACE RENTAL AGREEMENT

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attn: Armando Ochoa Sandin
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 3 TO SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT to that certain SPACE RENTAL AGREEMENT at Tampa International Airport, dated September 2, 2021, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida (Authority), and BREEZE AVIATION GROUP, INC., dba Breeze Airways, a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (Airline) (hereinafter individually and collectively referred to as Party or Parties) is entered into this ____ day of _____, 20__ (Amendment No. 3).

WITNESSETH:

WHEREAS, the Authority owns and operates Tampa International Airport (Airport) and its facilities located in the County of Hillsborough, State of Florida; and

WHEREAS, the Legislature of the State of Florida has granted to the Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, the Authority owns certain land and buildings upon and around the Airport that are leased for use and development by air carriers and other airline support functions; and

WHEREAS, on September 2, 2021, Authority and Airline entered into a Space Rental Agreement (Agreement) for the lease of certain premises to Airline in support of its operations at the Airport; and

WHEREAS, on April 22, 2026, Airline released 1,393 square feet of Airline Ramp Level space on Airside C, added 1,555 square feet of Airside Ramp Level space on Airside A**,** the Parties updated the Airline Premises, the Parties updated certain administrative provisions, and Airline added one (1) gate on the Boarding Level of Airside A (Amendment No. 1); and

WHEREAS, on May 6, 2026, Airline added 879 square feet of Airline Ticketing Counters space and the Parties updated the Preferential Use Premises (Amendment No. 2 was effective May 11, 2026); and

WHEREAS, effective November 5, 2026, this Amendment No. 3 updates the Term of the Agreement (retroactive to October 1, 2026) and updates the Airline Premises and corresponding Rents.

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NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.

2. ARTICLE 4, AIRLINE PREMISES, Section 4.02, Preferential Use Premises, is hereby deleted in its entirety and replaced with the following:

   4.02 Preferential Use Premises. The Authority hereby leases to the Airline, for the Term, as it may be extended or sooner terminated, Preferential Use Premises of approximately 4,060 total square feet, consisting of the following:

   A. Airside A Gate and Hold Room space of approximately 3,000 square feet, more particularly depicted on **Exhibit A-2**, Airside Gate and Hold Room Space, dated May 2026, attached hereto and by this reference made a part hereof.

   B. Airline Ticketing Counter space of approximately 1,060 square feet, more particularly depicted on **Exhibit A-3**, Airline Ticketing Counters, dated October 2026, attached hereto and by this reference made a part hereof; and

3. ARTICLE 7, RENTS, Section 7.01, Rents, is hereby deleted in its entirety and replaced with the following:

   7.01 Rents. The total annual Rent for the Airline's Airline Premises will be payable in monthly installments, plus applicable taxes, on or before the first day of each and every calendar month, in advance and without demand, commencing on the Effective Date. The Rent rates for the Airline Premises shall be determined in accordance with the Resolution, and are calculated as follows:

   A. 1,555 square feet of Airside Ramp Level space at the Airside Buildings Rental Rate.
   B. 3,000 square feet of Airside Gate and Hold Room space at the Airside Buildings Rental Rate.
   C. 1,060 square feet of Airline Ticketing Counter space at the Terminal Rental Rate.

   For any period of less than one (1) calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis.

4. ARTICLE 6, TERM, Section 6.02, Term, is hereby deleted in its entirety and replaced by the following:

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6.02 Term. The Term of this Agreement commences on the Effective Date and terminates on June 30, 2027, unless terminated earlier or as provided herein ("*Term*").

5. ARTICLE 6, TERM, Section 6.03, Renewal Options, is hereby deleted in its entirety.

6. Exhibit A-3, Airline Ticketing Counters, dated May 2026, is hereby deleted from the Agreement and replaced with **Exhibit A-3**, Airline Ticketing Counters, dated October 2026.

7. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

(Remainder of Page Intentionally Left Blank)

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IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

_____
Harry Cohen,
Assistant Secretary/Assistant Treasurer
Address: P.O. Box 22287
Tampa, FL 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY

By:_____
Arthur F. Diehl III, Chairman

Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

LEGAL FORM APPROVED:

DocuSigned by:
By: D. Scott Knight
David Scott Knight
Assistant General Counsel

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 _____, 20__, by Arthur F. Diehl III in the capacity of Chairman and by Harry Cohen in the capacity of Assistant Secretary/Assistant Treasurer, 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)

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BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS

By: Trent Porter

Title: CFO

Date: 10/7/2026

6340 S 3000 E. Suite 500

Print Address

Cottonwood Heights, UT 84121

Signed in the presence of:

Witness Signature

Danny Cox

Print Name

Witness Signature

Erv Fletcher

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 7 day of October, 2026, by Trent Porter as (name of person)

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

(Signature of Notary Public – State of Utah)

Kate Lewis

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

Personally known to me OR Produced Identification

Personally Known

(Type of Identification Produced)

Kate Lewis
Notary Public, State of Utah
Commission #747164
My Commission Expires
01/27/2030

BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS
EXHIBIT A-3
AIRLINE TICKETING COUNTERS

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

NOVEMBER 2026