

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X
 Budget Account No: Fund 4100 Department 120 Unit 8320/8430 RSource Various
 Reporting Category _____

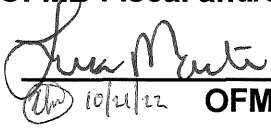
B. Recommended Sources of Funds/Summary of Fiscal Impact:

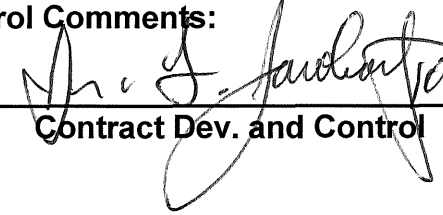
The incentive agreement provides for waiver of airline ticket office rental, landing, ticket counter and gate fees associated with qualified flights from October 6, 2022 through February 18, 2024. Fees that are not waived under this incentive agreement include baggage system charges; however, amounts cannot be estimated at this time.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 10/24/22
 OFMB QA 10/20

 10/25/22
 Contract Dev. and Control

B. Legal Sufficiency:

 10/25/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

BREEZE AVIATION GROUP, INC.

OFFICER'S CERTIFICATE

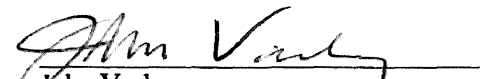
September 13, 2021

The undersigned officer of Breeze Aviation Group, Inc. hereby certifies as follows:

1. Breeze Aviation Group, Inc. (the "Company") is a corporation organized under the laws of Delaware.
2. On June 2, 2021, the Board of Directors of the Company unanimously adopted the Board Resolutions attached hereto as Exhibit A.

I hereby certify, in my capacity as a responsible officer of Breeze Aviation Group, Inc., and not in my individual capacity, that the foregoing is true and correct.

Breeze Aviation Group, Inc.:


John Varley
Chief People Officer, General Counsel,
and Corporate Secretary

Dated: September 13, 2021

EXHIBIT A

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
BREEZE AVIATION GROUP, INC.**

June 2, 2021

AIRLINE INCENTIVE PROGRAM AGREEMENTS

WHEREAS, the Management of Breeze Aviation Group, Inc. (the “**Company**”) has reviewed the fact that, from time to time, the Company has the opportunity to enter into airline incentive program agreements with state governments, local governments, municipalities, chambers of commerce, airport authorities, quasi-government authorities, and private companies that provide financial incentives to the Company to initiate or maintain scheduled air transportation services, at certain airports in the United States or in certain foreign jurisdictions (the “*Airline Incentive Program Agreements*”).

WHEREAS, the Airline Incentive Program Agreements may be structured to require certain commitments from the Company, including advertising requirements, marketing obligations, and stipulations to initiate or maintain scheduled transportation services for a specified time period, and may require the return of incentive payments under certain circumstances, including the Company’s failure to maintain air transportation services for the time period contemplated by the incentive program agreement.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Company and its stockholders for the Company to enter into certain Airline Incentive Program Agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves, authorizes, and directs the Company to enter into Airline Incentive Program Agreements on terms and conditions approved by the Chief Executive Officer (“**CEO**”) or Chief Financial Officer (“**CFO**”) of the Company.

GENERAL AUTHORITY AND RATIFICATION OF CONSISTENT ACTIONS

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed in the name and on behalf of the Company to cause the Company to enter into Airline Incentive Program Agreements as approved by the CEO or CFO, and do and perform all such further acts and things including, but not limited to, executing and delivering, and where necessary or appropriate, filing with the appropriate governmental authorities, all such certificates, contracts, agreements, documents, instruments, receipts or other papers as in the judgment of such officer shall be necessary, desirable or appropriate to carry out and effectuate each of the foregoing resolutions adopted by the Board and each of the transactions contemplated thereby.

RESOLVED FURTHER, that any and all actions previously taken by any officer, employee, agent, or representative of the Company prior to the date hereof in furtherance of the foregoing resolutions be, and they hereby are, ratified, confirmed, and approved.

**AIRLINE SERVICE INCENTIVE PROGRAM
PARTICIPATION AGREEMENT**

THIS AIRLINE SERVICE INCENTIVE PROGRAM PARTICIPATION AGREEMENT FOR QUALIFIED FLIGHTS (this "Agreement") is made and entered into this 3 day of OCTOBER, 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Breeze Aviation Group, Inc., d/b/a Breeze Airways, a Delaware corporation, having its office and principal place of business at 6340 South 3000 East, Suite 400, Salt Lake City, Utah 84121 ("Airline").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida ("Airport"); and

WHEREAS, Airline is engaged in the business of scheduled air transportation of passengers; and

WHEREAS, Airline has entered into that certain Non-signatory Airline Agreement with County, dated February 14, 2022 (R2022-0303) (the "Airline Agreement"), which is incorporated herein by reference, providing for scheduled air transportation at the Airport; and

WHEREAS, County desires to market and promote air transportation service at the Airport; and

WHEREAS, Airline has proposed to provide new, non-stop flights to four (4) destinations not currently served by any other Airline at the Airport; and

WHEREAS, County wishes to encourage Airline to increase the number of non-stop flights to the Airport by providing certain incentives for such service by Airline for a promotional period by offering Airport Fee reductions and/or waivers.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree to the following terms and conditions:

1. RECITALS

The recitals set forth above are true and correct and form a part of this Agreement.

2. DEFINITIONS

The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Section and the meanings shall apply to both singular and plural forms of such words, terms and phrases. Additional words, terms and phrases used in this Agreement, but not defined in this Section, shall have the meanings set forth in the Airline Agreement:

- A. "Airline Agreement" has the meaning set forth in the recitals.
- B. "Airline Service Incentive Program" means the incentive program detailed in this Agreement and the Resolution.
- C. "Airline Service Incentive Report" has the meaning set forth in Section 3(B) below.
- D. "Airport" has the meaning set forth in the recitals of this Agreement.
- E. "Airport Fee" means the fees and/or charges specified in Section 3(A) below.

- F. “Board” means the Palm Beach County Board of County Commissioners.
- G. “Department” means the Palm Beach County Department of Airports.
- H. “Flight Destination” means the following airport destinations:

Airport	Airport Identifier
Akron/Canton, Ohio	CAK
Columbus, Ohio	CMH
Charleston, South Carolina	CHS
Norfolk, Virginia	ORF

- I. “Qualified Flight” means flight service provided by Airline between a Flight Destination and the Airport, which meets the following criteria:
 - (1) the flight is added on or after March 31, 2014, or the flight is converted to jet-powered aircraft on or after March 31, 2014;
 - (2) the Flight Destination is not currently served on a non-stop basis by any airline or the Flight Destination is not currently served by Airline or any other airline on a non-stop basis by jet-powered aircraft;
 - (3) the flight consists of non-stop arrival and departure service;
 - (4) the flight has weekly service frequency, at a minimum;
 - (5) notwithstanding Section I(2) above, the Director of the Department may designate a second flight to the Flight Destination as a Qualified Flight in accordance with the requirements set forth in the Resolution; and
 - (6) the flight satisfies the eligibility rules set forth in the Resolution.
- J. “Resolution” means Resolution No. R2014-0251 adopted by the Palm Beach Board of County Commissioners on March 11, 2014, as may be amended from time to time, which is incorporated herein by this reference.

3. AIRPORT FEE WAIVERS/REDUCTIONS FOR QUALIFIED FLIGHTS

- A. In consideration of Qualified Flights provided by Airline, County agrees to waive and/or reduce the Airport Fees listed below in accordance with the following:

Airport Fee	Description of Waiver/Reduction	Duration Waived (Months)
Landing Fees	100% waiver of landing operations for flights from CAK, CMH, CHS and ORF	From 10/6/2022 through 2/18/2024
Ticket Counter	100% waiver of fees & charges associated with one (1) per-use ticket counter (2 positions) per flight to CAK, CMH, CHS and ORF	From 10/6/2022 through 2/18/2024
Gate	100% waiver of fees & charges associated with one (1) common use gate per flight to/from CAK, CMH, CHS and ORF	From 10/6/2022 through 2/18/2024
Office Rental	100% waiver of 192 square feet of airline terminal office space on third level	From 10/6/2022 through 2/18/2024

- B. County may require Airline to submit report(s) regarding Airline’s air service activity hereunder in a form and substance, and at a frequency, acceptable to the Department (“Airline Service Incentive Report”).

4. DEFAULT

A default under the terms of this Agreement shall occur if either party hereto breaches any term, condition or covenant contained in this Agreement to be performed or observed by such party, and such party fails to remedy the breach within thirty (30) days after written notice thereof from the non-defaulting party.

5. TERMINATION

- A. In the event Airline is in default of this Agreement, the Airline Agreement or any other agreement between Airline and County, County shall have the right to terminate this Agreement upon written notice to Airline, whereupon County shall be released from all further obligations under this Agreement.
- B. In the event Airline fails to submit or complete Airline Service Incentive Report(s) as may be required by County hereunder, County shall have the right to terminate this Agreement upon written notice to Airline, whereupon County shall be released from all further obligations under this Agreement.
- C. County shall have the right to terminate this Agreement for convenience at any time upon ninety (90) days prior written notice to Airline.
- D. If for any reason a flight ceases to be considered a Qualified Flight or Airline ceases to provide a Qualified Flight, this Agreement shall automatically terminate, and Airline shall become obligated to pay all Airport Fees in accordance with the Airline Agreement.
- E. Upon termination of this Agreement, Airline acknowledges and agrees that Airline shall not be eligible to receive any waiver of Airport Fees under this Agreement and shall forgo any claim against County for such waivers.

6. FEDERAL REQUIREMENTS

This Agreement is intended to comply with all applicable federal laws, rules, regulations and policies related to airport incentive programs for promotion of air carrier service, including, but not limited to, the Federal Aviation Administration's ("FAA") *Statement of Policy and Procedures Concerning the Use of Airport Revenue*, 64 FR 7696 (February 16, 1999), the FAA's *Policy Regarding Airport Rates and Charges*, 61 FR 31994, June 21, 1996, as such policies are now or hereafter amended. If at any time the FAA determines that the Airline Service Incentive Program or this Agreement fails to comply, in whole or in part, with any federal laws, rules, regulations or policies or the County's grant agreement obligations, County shall have the right to terminate this Agreement upon written notice to Airline.

7. AIRPORT FUNDING REQUIREMENTS

County's obligation to perform under this Agreement shall be contingent upon satisfaction of the funding and rate requirements of the Palm Beach County Airport System Bond Resolution No. R-84-427 dated April 3, 1984, as now or hereafter amended and/or supplemented ("Bond Resolution"). County may terminate this Agreement upon written notice to Airline in the event County determines, at its sole discretion, that insufficient surplus funds are available to support the Airline Service Incentive Program or that continuation of the Airline Service Incentive Program will or may result in a violation of the funding or rate requirements of the Bond Resolution, whereupon the parties shall be released from all further obligations under this Agreement.

8. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Airline or its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9. NONDISCRIMINATION

Airline shall comply with the nondiscrimination provisions of the Airline Agreement, as may be amended.

10. NOTICES

All notices and elections (collectively, “notices”) to be given or delivered by or to either party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight delivery service, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service or overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date on which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

To: County:	With copy to:
Department of Airports Palm Beach County 846 Palm Beach Int'l Airport Attn: Director of Airports West Palm Beach, FL 33406-1470 FAX: (561) 471-7427	Palm Beach County Attorney’s Office Attn: Airport Attorney 301 North Olive Avenue Suite 601 West Palm Beach, FL 33401 FAX: (561) 355-4398
To: Airline:	
Trent Porter, Chief Financial Officer Breeze Aviation Group, Inc. d/b/a Breeze Airways 6340 South 3000 East, Suite 400 Salt Lake City, UT 84121 E-mail: trent.porter@flybreeze.com	Brian McCormick, Director Breeze Aviation Group, Inc. d/b/a Breeze Airways 6340 South 3000 East, Suite 400 Salt Lake City, UT 84121 E-mail: brian.mccormick@flybreeze.com

Either party may from time to time change the address to which notice under this Agreement shall be given to such party, upon three (3) days prior written notice to the other party.

11. CONSENT AND APPROVAL

Whenever this Agreement calls for an approval, consent, authorization or other action by the Department or County, such approval, consent, authorization or other action may be provided or performed by the Department, on behalf of County, by and through its Director of the Department or designee.

12. NO THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employee of County and/or Airline.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.

14. ENFORCEMENT COSTS

Each party shall bear its own costs or expenses, including attorney's fees, associated with the enforcement of the terms or conditions of this Agreement.

15. ANNUAL BUDGETARY FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

16. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

17. HEADINGS

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement and are not to be considered in interpreting this Agreement.

18. ENTIRE UNDERSTANDING

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

19. WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving the provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

20. NON-EXCLUSIVITY OF REMEDIES

No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by either party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. AMENDMENT

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. ATTACHMENTS

Exhibits attached hereto shall be incorporated herein by this reference.

23. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

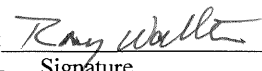
24. EFFECTIVE DATE AND TERM

This Agreement shall become effective upon the date this Agreement has been signed by the parties hereto and shall expire on February 18, 2024, unless sooner terminated pursuant to the terms of this Agreement.

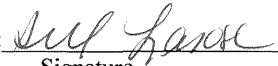
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY:

By: 
Signature
Ray Walker
Print Name

By:  *RB*
Signature
Director of Airports


By: 
Signature
Shawna Lanza
Print Name

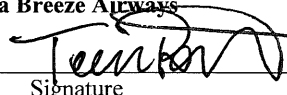
Approved as to Form and Legal Sufficiency:

By: 
County Attorney

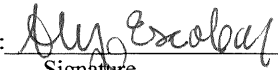
WITNESSES:

**AIRLINE:
Breeze Aviation Group, Inc.
d/b/a Breeze Airways**

By: 
Signature
Earl Fleeman
Print Name

By: 
Signature

Print Name

By: 
Signature
Alex Escobar
Print Name

Title: _____

(Seal)



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date
DX00001705	Breeze Aviation Group, Inc.		Compliant			
		A , XIV	Starr Indemnity & Liability Company	1000600452221	5/7/2022	5/7/2023
		A++r , XV	Shared Risk Coverage	multiple policy	8/12/2021	12/8/2022
		A , XIV	Starr Indemnity & Liability Company	1000004456	1/1/2022	1/1/2023

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :