



NOTICE AND AGENDA OF MEETING OF THE MESA GATEWAY AIRPORT AUTHORITY BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Mesa Gateway Airport Authority and to the public that the Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, December 16, 2025 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

1. **Call to Order** (Lt. Governor Regina Antone, Chair)
Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.
2. **Pledge of Allegiance**
3. **Executive Director's Report** - J. Brian O'Neill, A.A.E., Executive Director/CEO
4. **Consent Agenda**
 - a) **Minutes** of the Board Meeting held on **October 21, 2025**.
 - b) **Resolution No. 25-52** – Authorizing the revised **Airport Rates and Charges** schedule with an effective date of January 1, 2026.
 - c) **Resolution No. 25-53** – Authorizing the purchase of one new Kubota agricultural tractor from **Bingham Equipment Company** in an amount not to exceed \$74,861.41.
 - d) **Resolution No. 25-54** – Authorizing the procurement of server equipment from **Dell Marketing, L.P.** in an amount not to exceed \$103,185.77.
 - e) **Resolution No. 25-55** – Authorizing the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with **Allegiant Air, LLC** for commercial air service at the Airport.
 - f) **Resolution No. 25-56** – Authorizing the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with **Sun Country, Inc.** for commercial air service at the Airport.

Consideration and Approval of:

5. **Resolution No. 25-57** – Authorizing the updated Master Plan concept for the **SkyBridge Arizona** development.
6. **Resolution No. 25-58** – Authorizing a Development Lease with **Boyer Gateway East Mesa Retail 1, L.C.**, a Utah limited liability company, for 2.47 acres (107,651 square feet), located within the Gateway

East project and identified as Lots 200 and 202B, with a lease term of SIXTY-FIVE (65) years commencing on January 1, 2026, and to authorize a Third Amendment to the Master Lease with **Boyer Gateway East L.C.**, to concurrently remove Lots 200 and 202B from the Master Lease Agreement.

7. Board Member Comments/Announcements

8. Call to the Public

Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. Maximum of three minutes per speaker.

9. Next Meeting: Tuesday, January 20, 2026 at 9:00 a.m.

10. Adjournment

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Misty Johnson at 480-988-7607 or mjjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.



- Mesa Gateway Airport Sets New Passenger Activity Record for October
- Allegiant Adding Three New Nonstop Destinations in February
- New TSA Checked Baggage Inspection Facility Gets Underway
- Virgin Galactic's Launch Vehicle Visits Gateway Airport
- Cold Beers and Cheeseburgers Coming to Gateway Airport Terminal
- Gateway East to Add Retail Shops Next to Planned Springhill Suites Hotel
- SkyBridge Arizona Moving Forward with New Dual-Brand Wyndham Hotel
- Gateway Airport Expanding Covered Parking in Ray Road Economy Parking Lot

Executive Director's Report December 2025



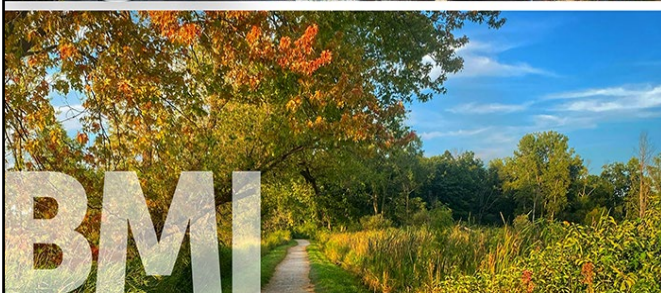
Orange County, CA

Begins February 12, 2026



La Crosse, WI

Begins February 6, 2026



Bloomington-Normal, IL

Begins February 13, 2026

Allegiant Adding Three New Nonstop Destinations at Mesa Gateway Airport

Financial Snapshot

OPERATING INCOME	October		Month Variance	FYTD Comparison		FYTD Variance
	2024	2025		FY25	FY26	
Revenues	\$2,861,751	\$3,166,529	\$304,778	\$10,536,631	\$12,714,632	\$2,178,001
Less Expenses	\$2,444,320	\$2,784,483	\$340,163	\$9,112,652	\$10,959,460	\$1,846,808
Operating Income (Before Depreciation)	\$417,431	\$382,046	(\$35,385)	\$1,423,979	\$1,755,172	\$331,193

Investment Fund Balances: As of October, the Local Governmental Investment Pool (LGIP) 700 = \$3,818,511; Wells Fargo; Collateralized Money Market = \$10,025,473 and Commercial/Paper Brokered CD's = \$60,814,983; Total \$74,658,967. MGAA invests in fixed rate instruments.

Finance and Accounting

Mesa Gateway Airport Authority (MGAA) is reporting a net operating income of \$382,046 for the month of October 2025. These are strong monthly financial results for the month of October, which has historically produced mixed financial results. Fiscal-year-to-date 2026 (FYTD26), MGAA is reporting net operating income of \$1,755,172, a \$331,193 increase compared to the same time period last fiscal year.

October aeronautical revenues increased by 14% and non-aeronautical revenues increased by 4% on a year-over-year monthly comparison. The aeronautical revenue increase was generated by landing fees (25%) and fuel sales (43%). The increase in non-aeronautical revenue was the result of increased vehicle parking revenue (11%).

Operating expenditures for October 2025 increased by 14% and totaled \$2,784,483. The increase was due to an increase in fuel related cost-of-goods-sold due to increased aviation fuel sales volume.

Fiscal-year-to-date operating expenditures are \$1,105,332 over FY26 Budget due to the increased fuel cost-of-goods sold.

MGAA staff are currently working on the FY27 Operating and Capital Budgets and plan to present them to the MGAA Board of Directors for approval at their May 2026 meeting.

Active/Pending Solicitations

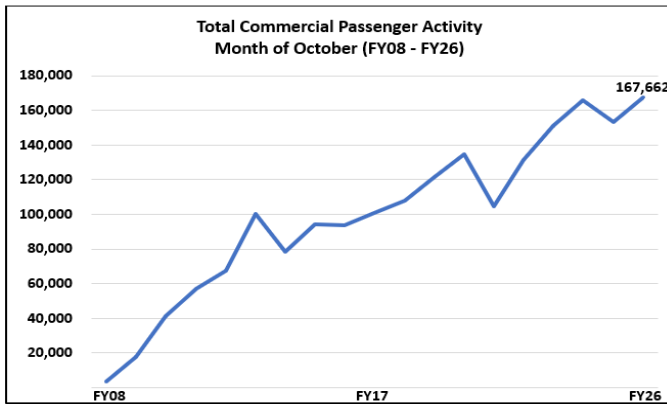
TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2026-004-RFQ	Website Redesign Services	January 2026

Future Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2026-005-RFQ	Taxiway Golf Realignment	March 2026

Airport Operations

Mesa Gateway Airport Sets New Passenger Activity Record for October



Thanks to the growing popularity of Mesa Gateway Airport's (Airport, Gateway Airport) two airlines, Allegiant and Sun Country, the Airport set a new passenger activity record for the month of October in 2025. Gateway Airport welcomed 167,662 total passengers during the month, a 9% increase compared to passenger activity last October.

For more information visit www.allegiant.com and www.suncountry.com.

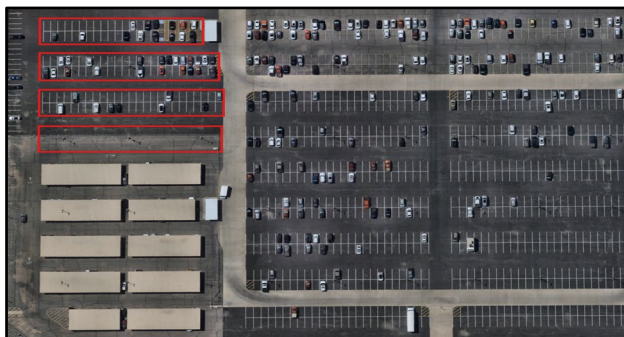
Record Passenger Activity in October 2025

PASSENGERS AND AIR CARGO		October		% Change	FYTD		% Change
		2024	2025		FY25	FY26	
Passengers	TOTAL	153,438	167,662	9%	545,809	559,662	3%
	Deplaned	80,586	88,118	9%	280,084	287,539	3%
	Enplaned	72,852	79,544	9%	265,725	272,123	2%
Allegiant		148,302	161,786	9%	539,894	551,938	2%
Sun Country		5,136	5,876	14%	5,915	7,724	31%
Air Cargo (lbs.)		137,042	997,584	628%	270,084	4,881,629	1,707%

OPERATIONS	October		% Change	FYTD		% Change
	2024	2025		FY25	FY26	
Air Carrier	1,096	1,267	16%	4,343	4,305	-1%
Military	368	193	-48%	664	794	20%
General Aviation	28,785	27,905	-3%	97,638	99,244	2%
TOTAL	30,249	29,365	-3%	102,645	104,343	2%

Engineering, Planning, and Facilities

Gateway Airport Expanding Covered Parking in Ray Road Economy Parking Lot

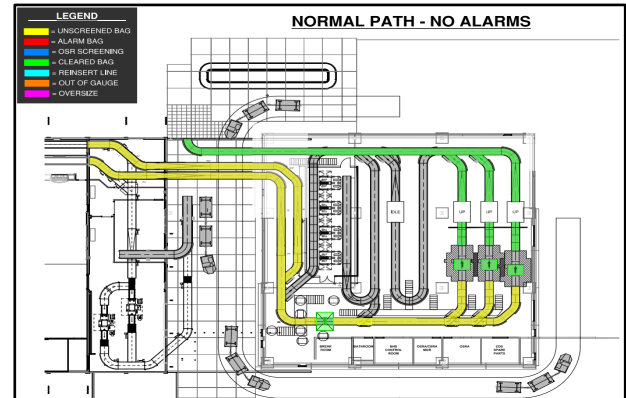


Planned Expansion of Covered Parking Area

During a challenging Arizona summer, shade can make a 40-degree difference in temperature. Several years ago, in an effort to enhance the customer experience, Gateway Airport erected shade structures covering 200 parking spaces in the Ray Road Economy Parking Lot. The covered parking spaces have become so popular, the Airport is now planning to add another 200 covered parking spaces before next summer.

New TSA Checked Baggage Inspection Facility Gets Underway

Gateway Airport is partnering with the Transportation Security Administration (TSA) to construct a new \$46MM Checked Baggage Inspection Facility that will enhance both security and system capacity. The Airport's current facility has two older Explosive Detection System (EDS) machines capable of processing 400 checked bags per hour. The new facility, initially having two state-of-the-art EDS machines, will be capable of processing 1,500 checked bags per hour with room for a third EDS machine for additional capacity as the Airport continues to grow.



Schematic for New Checked Baggage Facility

Business Development

Cold Beers and Cheeseburgers Coming to Gateway Airport Terminal



Rendering of the New Cold Beers and Cheeseburgers

You arrive for your afternoon flight at Gateway Airport. You park, check your bag, and breeze through security screening. Your flight is leaving out of Gate 5 and you're hoping to grab a bite to eat before you board.

Then it hits you! The smell of a delicious grilled cheeseburger coming from the new Cold Beers and Cheeseburgers Restaurant located next to your gate. You choose a seat outside on the patio, the waitress comes and greets you with a smile, and the rest is history!

Gateway East to Add Retail Shops Next to Planned Springhill Suites Hotel

At their September meeting, the MGAA Board of Directors approved a land lease with the Boyer Company for a new five-story, 129-room Springhill Suites by Marriot Hotel in Gateway East. In December, the MGAA Board will be asked to consider and approve another land lease for a commercial retail/restaurant development adjacent to the proposed hotel.

Gateway East is a 273-acre first-class Airport Business Park located on the east side of Gateway Airport near Ellsworth Rd., SR24, and SR202.



Rendering of Commercial Retail and Restaurant Space

Virgin Galactic's Launch Vehicle Visits Gateway Airport



Virgin Galactic's Unique Launch Vehicle, Eve

As assembly of the first two six-seat Delta Class spaceships progresses, Virgin Galactic's unique launch vehicle, Eve, visited Gateway Airport to familiarize the aircraft with the Airport, the airfield, and the new Virgin Galactic facilities.

Eve is a large, custom-built, four engine, dual-fuselage jet that carries the spaceship to a high altitude, where it is released to then ignite its rocket motor for the suborbital flight.

SkyBridge Arizona is Moving Forward with New Dual-Brand Windham Hotel

SkyBridge Arizona has constructed and fully leased more than 635,000 sq. ft. of facilities at Gateway Airport. The experienced master developer has also invested more than \$30MM in infrastructure and utilities to ready the 360-acre parcel for development.

The next project SkyBridge Arizona plans to develop is a 127-room dual-brand Wyndham Hotel along So. Sossaman Road. The new hotel will have an extended stay option for longer-term guests and an option for guests looking for one or more nights.



Rendering of New SkyBridge Arizona Hotel

Gateway Aviation Services

Gateway Aviation Services, the Mesa Gateway Airport Authority owned and operated Fixed Base Operator (FBO), pumped 1,659,500 gallons of aviation fuel during the month of October 2025, an 8% increase compared to last October. FYTD26, Gateway Aviation Services has pumped a total of 5,932,475 gallons, an eight percent increase over the same time period last fiscal year.

FUEL (Gallons)	October			FYTD		
	2024	2025	% Change	FY25	FY26	% Change
AvGas	60,518	65,436	8%	198,803	199,577	0%
Retail Jet A	95,649	197,220	106%	316,819	883,192	179%
Contract	290,215	161,017	-45%	1,040,413	801,685	-23%
Commercial	1,063,422	1,136,629	7%	3,893,316	3,809,264	-2%
Cargo	29,044	99,198	242%	34,384	238,757	594%
TOTAL	1,538,848	1,659,500	8%	5,483,735	5,932,475	8%

Community Noise Report

CALLERS	October		FYTD	
	2024	2025	FY25	FY26
Total	7	9	25	34

AIRCRAFT TYPE	October		FYTD	
	2024	2025	FY25	FY26
	Callers	Callers	Callers	Callers
Commercial	3	3	11	18
GA Total	2	4	12	14
Helicopter	2	1	2	1
Military	0	1	0	1
Total	7	9	25	34

MGAA received communications from a total of nine individuals regarding aircraft noise issues during the month of October 2025, compared to seven individuals last October.

LOCATION	October		FYTD	
	2024	2025	FY25	FY26
Mesa	2	3	6	16
Gilbert	5	1	13	7
Gold Canyon	0	1	0	2
Queen Creek	0	3	1	8
Queen Valley	0	0	3	0
Apache Junction	0	0	0	0
San Tan Valley	0	1	1	1
Chandler	0	0	0	0
Florence	0	0	1	0
Goodyear	0	0	0	0
Phoenix	0	0	0	0
Tempe	0	0	0	0
TOTAL	7	9	25	34

MGAA TEAM MEMBER SPOTLIGHT

Employee Name: Suzanne Peralta
Employee Title: Property and Revenue Program Specialist
MGAA Department: Finance
Years with MGAA: 11+



What are your job responsibilities for MGAA? I am currently leading the implementation of our new lease revenue management system and will assume full ownership once it is complete. My responsibilities include entering contracts in the current lease software and updating necessary data, generating monthly billing, processing payments, submitting quarterly ADOT reports for based aircraft, and preparing monthly passenger statistics for management. I am also training to reconcile and review AR balances to support audits and financial statements, while cross-training in AP functions to ensure proficiency in both primary and backup roles. In addition, I serve on the Employee Engagement Committee and have collaborated on multiple events.

What is your most memorable Gateway Airport moment? During my time as a customer service agent at the FBO, I had the privilege of witnessing a truly special moment. A World War II veteran was visiting, and a group of U.S. Air Force pilots happened to fly in. When I mentioned that a WWII Air Force pilot was in the waiting area, they immediately gathered around him. I watched as these younger pilots listened intently, captivated by his stories and eager to learn from his experiences. It was inspiring to see the respect and admiration they showed, and equally moving to see the veteran's passion for aviation. To this day, I'm grateful to have witnessed such a beautiful moment.

What is something people may not know about you? I am a lifelong Arizona resident and grew up with beauty of the Sonoran Desert and wildlife as my back yard. I enjoy the brilliant sunrises and sunsets and think this is the best state to live in because I can experience vastly different environments within just a few hours' drive.



**MINUTES OF THE PUBLIC MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | October 21, 2025**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, October 21, 2025, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

Members Present

Lt. Governor Regina Antone, Gila River Indian Community
Mayor Mark Freeman, Mesa
Mayor Scott Anderson, Gilbert
Mayor Chip Wilson, Apache Junction
Councilmember Jeff Brown, Queen Creek

Airport Staff Present

J. Brian O'Neill, Executive Director/CEO
Scott Brownlee, Deputy Director/COO
Chuck Odom, CFO
Misty Johnson, Clerk of the Board
Jill Casson Owen, Attorney

** Neither present nor represented*

1. Call to Order at 9:00 a.m. (Lt. Governor Regina Antone, Chair)

2. Pledge of Allegiance

3. Call to the Public

There were no public comments.

4. Audited Financials Report – Jean Dietrich, Principal, CliftonLarsonAllen

Ms. Dietrich provided a brief overview of the Fiscal Year 2025 Audited Financials, resulting in the issuance of an unmodified (clean) opinion for Mesa Gateway Airport Authority. No significant deficiencies or material findings were reported. The Federal Office of Management and Budget has not yet issued the final 2025 Compliance Supplement for single audits. This delay impacts the single audits for entities with a fiscal year ending on or after June 30, 2025. Once the final compliance supplement is issued, CliftonLarsonAllen will provide the single audit report.

5. Executive Director's Report – J. Brian O'Neill, A.A.E., Executive Director/CEO

Executive Director O'Neill provided a briefing on MGAA financial performance, passenger activity, the community noise report, and various Airport projects.

- Fiscal Year-to-Date 2026 (FYTD) Net Operating Income is \$1,245,810 compared to \$983,437 FYTD25.
- Mesa Gateway Airport (Airport, Gateway Airport) welcomed 121,717 commercial passengers during August 2025. This is lower than the 122,066 passengers during August of last year.
- MGAA Briefs
 - *Airport Magazine* is a publication of the American Association of Airport Executives (AAAE). Mesa Gateway Airport received international exposure in the October/November edition that highlighted the private development going on at the Airport.
<https://online.flippingbook.com/view/24908382/>
 - The Authority's five (5) member communities will be featured in the terminal's pedestrian walkway, with each showcasing a unique display. In addition, welcome messages from elected officials will be played across the terminal's public address system for all airport passengers.

- The federal government is advancing its Advanced Air Mobility (AAM) Program, which includes electric Vertical Take-Off and Landing (eVTOL) vehicles. The State of Arizona is also included in the conversation. The City of Mesa and the Authority are seeking a leadership role in the statewide initiative. Given its unique positioning, the Authority is an ideal location for this emerging technology. Ryan Smith and Lori Collins are representing the Authority as members of the Statewide AAM Stakeholder Group.
- Despite the ongoing federal government shutdown, the airport has not experienced any operational impacts. There have been no delays resulting from federal employee absences. In a show of solidarity with unpaid Transportation Security Administration (TSA) employees, the Airport Authority is providing breakfast for working federal employees.
- The 2025 National Business Aviation Association – Business Aviation Convention & Exposition (NBAA-BACE) was held in Las Vegas October 14-16, 2025. This an annual event attracts more than 20,000 aviation-related companies. Each year Mesa Gateway Airport is represented by members of its business development team, the FBO, and select private development partners at the Airport.
- 2025 TakeOff North America Air Service Conference will be held November 4th – 6th in Tallahassee, FL. Executive Director O'Neill has requested to meet with representatives from eight airlines.
- MGAA Private Development
 - The two-building Gateway Commerce Center III project at the corner of Sossaman Road and Velocity Way totals approximately 100,000 sq. ft. Final paint touch-ups are being completed and the developer is actively leasing the two buildings.
- MGAA Project Updates
 - Thanks to continued strong support from the FAA, the substantial reconstruction of Runway 12R-30L will be completed within a two-year time frame. Phase I began in October 2024 and was completed in May 2025. Phase II, the northern half of Runway 12R-30L, began reconstruction in October 2025. This important infrastructure project totals approximately \$45MM.
 - A new Transportation Security Administration (TSA) Checked Baggage Inspection System will replace two older explosive detection machines that can only clear 200 checked bags an hour. The new upgraded explosive detection equipment will be capable of clearing 750 bags an hour. This additional capacity will be necessary as the Airport continues to grow. The Authority and the TSA are splitting the \$45MM project cost. The project is scheduled to get underway at the end of October.
 - In FY25, the 200 covered parking spaces, located within the Ray Road Economy Lot, completed its payback period years ahead of schedule and experienced tremendous growth in customer use. To meet this increasing demand, and to continue to bolster the customer experience, the Authority will be constructing an additional 200 covered parking spaces.
 - The Taxiway Golf Realignment Project will correct existing pavement issues and non-standard geometry. Construction is contingent on grant funding and is scheduled for completion within two years.

6. AmpliFLY Mesa Gateway Presentation –Jimmy Lindblom, Partner

AmpliFLY Mesa Gateway presented their design plans for a corporate hangar facility exceeding 100,000 square feet. This significant facility is planned for a 9.6-acre aeronautical redevelopment site at the south end of the Airport.

7. Consent Agenda

- a) **Minutes** of the Board Meeting held on **September 16, 2025**.

- b) **Resolution No. 25-44** – Authorizing a purchase with **CDW Government LLC** for annual Microsoft licensing renewals, for three (3) years in an amount not to exceed \$235,408.94.
- c) **Resolution No. 25-45** – Authorizing Mesa Gateway Airport Authority's insurance broker, **USI Insurance Services LLC**, to purchase benefit plans (medical, dental, vision, basic life/accidental death & dismemberment, and short-term disability) from various carriers. This consists of a 12-month renewal January 1, 2026 through December 31, 2026 with an estimated plan cost of \$1,478,565 for the calendar year.
- d) **Resolution No. 25-46** – Authorizing the purchase of two ADA Passenger Boarding Ramps from **Timberline GSE, Inc.** in an amount not to exceed \$173,198.80.
- e) **Resolution No. 25-47** – Authorizing an Amendment of the **FY26 Capital Budget** to provide \$1,089,040.95 in funding, for the Design of the Taxiway G Rehabilitation and Realignment.
- f) **Resolution No. 25-48** – Authorizing an Authorization of Services with **Kimley-Horn & Associates** to Design the Taxiway G Rehabilitation and Realignment Project in an amount not to exceed \$1,089,040.95.
- g) **Resolution No. 25-49** – Authorizing a modification to the Memorandum of Agreement with **U.S. Customs and Border Protections** changing the minimum staffing assigned to the Gateway User Fee Facility from one officer to two officers.
- h) **Resolution No. 25-50** – Authorizing an Authorization of Services to provide Engineering Design Services with **Kimley-Horn & Associates** for the expansion of the Covered Parking in the Ray Road Economy Lot, in an amount not to exceed \$58,391.47.

Mayor Mark Freeman moved to approve the Consent Agenda.

Councilmember Jeff Brown seconded the motion.

The motion was carried unanimously.

Consideration and Approval of:

- 8. **Resolution No. 25-51** – Authorizing a Land Lease Agreement with **AmpliFLY Mesa Gateway, LLC** for 9.634 acres (419,652 SF) located near the intersection of Velocity Way and Taxiway Circle. The lease term is forty (40) years with the option to extend the term for two (2) additional periods of five (5) years each. The initial Base Rent is \$230,808.60 annually, payable in equal monthly installments of \$19,234.05 plus applicable taxes.

Councilmember Jeff Brown moved to approve Resolution No. 25-51.

Mayor Chip Wilson seconded the motion.

The motion was carried unanimously.

9. Board Member Comments/Announcements.

A groundbreaking celebration is being held for FlightSafety International's new 100,000-square-foot-Learning Center following today's board meeting. The private event is on the Airport across the street from the new Gulfstream West Coast Service Center at the intersection of Ellsworth Road and Gateway Boulevard.

- 10. Next Meeting: Tuesday, November 18, 2025** at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference.

11. Adjournment.

The meeting adjourned at 9:53 a.m.

Dated this _____ day of _____ 20____.

Misty Johnson, Clerk of the Board



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-52

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Airport Rates and Charges- Recommended Revision Effective January 1, 2026
Date: December 16, 2025

Proposed Motion

To authorize the revised MGAA Board Approved Airport Rates and Charges schedule with an effective date of January 1, 2026.

Narrative

Airport staff is recommending the below changes to the current MGAA Board Approved Airport Rates & Charges schedule.

- 1) Aircraft Landing Fee - Signatory Commercial Carriers – a 3% rate increase from \$1.44 to \$1.48 per 1,000 lbs. maximum gross landing weight (MGLW).
- 2) Aircraft Landing Fee - Non-Signatory Commercial Carriers, Scheduled Cargo, General Aviation, and other eligible aircraft - a 3% rate increase from \$2.16 to \$2.22 per 1,000 lbs. MGLW.

Landing fee exemptions will be the following:

- U.S. government owned aircraft
 - All aircraft up to 12,500 MGLW
- 3) Parking Lot Rates
 - Daily Parking Lot maximum rate will increase from \$13 to \$15.
 - Economy Parking Lot Uncovered daily maximum rate will increase from \$9 to \$10.

Fiscal Impact:

For the remainder of FY26, an additional \$29,856 of Landing Fees revenue and \$146,428 in Parking revenue will be generated from these proposed increases.

Attachment(s)

Proposed changes to MGAA Board Approved Airport Rates & Charges



RESOLUTION NO. 25-52

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the revised Airport Rates and Charges schedule with an effective date of January 1, 2026;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the revised Airport Rates and Charges schedule with an effective date of January 1, 2026. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



MGAA Board Approved Airport Rates and Charges

Effective January 1, 2026

This schedule of Airport Rates and Charges is subject to frequent updates. For the latest schedule, please visit the Mesa Gateway Airport website at: <http://www.gatewayairport.com/PoliciesDocumentsandForms#BoardPolicies>

Signatory Commercial Carriers	Scheduled FAR Part 121 and 129 operators, with a 90-day rolling average of 90 or more departures per month.		
Non-Signatory Commercial Carriers	Scheduled FAR Part 121 and 129 operators, with a 90-day rolling average of less than 90 departures per month.		
Scheduled Cargo Carriers	Scheduled FAR Part 121 and 129 cargo operators, with a 90-day rolling average of less than 90 departures per month.		
Aircraft Landing Fees	Signatory Commercial Carriers, \$1.44 \$1.48 per 1,000 lbs. maximum gross landing weight (MGLW) Non-Signatory Commercial & Scheduled Cargo Carriers, General Aviation and other eligible aircraft, \$2.16 \$2.22 per 1,000 lbs. MGLW. Exemptions: 1. U.S. Government owned aircraft 2. Non-revenue and flight training All aircraft up to 12,500 MGLW 3. All based flight training school aircraft		
Aircraft Terminal Use Fee	Signatory Commercial Carriers - \$50 per Turn Non-Signatory Commercial Carriers - \$75 per Turn Commercial Carriers with no operating agreement, see page 2 Non-Operating Agreement Passenger Terminal – Common Use Areas and Equipment		
Aircraft Parking Fee	Aircraft Passenger Capacity	Signatory	Non-Signatory
	1-69	\$35	\$53
	70-250	\$70	\$105
	251 or greater	\$100	\$150
	Any operator without an active Airport operating agreement will be assessed for the occupancy of an aircraft parking position for more than 3 hours, including terminal gates and remote parking positions, and for each additional 24 hour period.		
Airport Car Rental Customer Facility Charge (CFC)	\$3.50 per vehicle rental day		
Aviation Fuel Flowage Fees	Fuel Flowage Fees are paid to PMGAA by any entity or person dispensing or receiving fuel on the Airport in accordance with PMGAA Aviation Fuel Storage, Dispensing & Handling Guidelines.		
	Signatory Commercial Carriers by agreement		
	Non-Signatory Commercial Carriers & Scheduled Cargo Carriers - \$.05 per gallon		
	All Others - \$.012 per gallon		
Parking Rates	Fee by Location	Rate	Daily Maximum Charge
	Hourly Parking Lot	\$1.00 / 30 minutes*	\$48
	Daily Parking Lot	\$1.00 / 30 minutes*	\$13 \$15
	Ray Rd Economy Parking Lot Uncovered	\$1.00 / 30 minutes*	\$9 \$10
	Ray Rd Economy Parking Lot Covered	\$1.00 / 30 minutes*	\$11
	Lost Ticket Fee with itinerary = Days of Stay x Parking Lot Rate + \$20 Lost Ticket & Admin Fee		\$250
	Lost Ticket Fee without itinerary (may be adjusted later with proof of itinerary)		
Passenger Facility Charge (PFC)	\$4.50 per enplaned commercial passenger, Per FAA Approved PFC Application; reference Federal Register: (Vol. 79, Number 3)		

All Airport Rates and Charges may vary due to terms defined in specific agreements. Late payments, unless otherwise specified, are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified. Any returned payment items are subject to a \$25 returned item fee.

Common Use Terminal Equipment		Signatory Commercial Carriers	\$1,250 per month	
		Non-Signatory Commercial Carriers	\$ 500 per month	
Common Use Area - Operational Surcharges				
Item	Description	Area	Operation	Surcharge
Operational Surcharges	Charges for exceeding allocated time slots on common use areas	Ticket counter or gate	Occupying a gate after the scheduled allocation time, resulting in aircraft holding or gate change	\$200 per hour
		Use of ticket counter or gate without prior permission.		\$200 plus regular fees
		Failure to use allocated time slot without 48-hour cancellation notice	Negatively impacting another scheduled carrier or causing Airport to shift resources to accommodate.	\$200 plus regular fees
Transient Air Carrier Passenger Terminal - Common Use Areas and Equipment Rates				
Item	Description	Aircraft Passenger Capacity	Resources Included	Rate
Full Service	Includes ticket counter(s) and lobby area, secure hold room and boarding area podium, aircraft parking position (2 hours), baggage claim area, and common use computer equipment per flight, as scheduled by Airport Operations.	1-69	1 ticket counter, 1 gate podium, 1 shared use hold room, 1 baggage belt, 1 aircraft parking spot	\$ 260 per flight
		70-250	2 ticket counters, 1 gate podium, 1 shared use hold room, 1 baggage belt, 1 aircraft parking spot	\$ 495 per flight
		251 or greater	3 ticket counters, 2 gate podiums, 2 shared use hold rooms, 1 baggage belt, 1 aircraft parking spot	\$ 915 per flight
Ticket Counter and Lobby	Use of 1 ticket counter and shared use of the lobby area for up to 2.5 hours. Includes common use equipment.	1-69	1 ticket counter and lobby	\$ 75 per flight
		70-250	2 ticket counters and lobby	\$ 150 per flight
		251 or greater	3 ticket counters and lobby	\$ 225 per flight
Boarding Gates – Secured Hold Room	Shared use of secured boarding gate area for up to 2 hours and one aircraft parking position. Includes use of gate podium, common use equipment, and one passenger boarding ramp.	1-69	1 gate podium and 1 hold room	\$ 110 per flight
		70-250	1 gate podium and 1 hold room	\$ 220 per flight
		251 or greater	2 gate podiums and 2 hold rooms	\$ 440 per flight

All Airport Rates and Charges may vary due to terms defined in specific agreements. Late payments, unless otherwise specified, are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified. Any returned payment items are subject to a \$25 returned item fee.

Transient Air Carrier Passenger Terminal - Common Use Areas and Equipment Rates				
Item	Description	Aircraft Passenger Capacity	Resources Included	Rate
Baggage Claim	Use of baggage claim area and baggage delivery belt/slide. Includes aircraft parking position*. * if associated with a live departure within 3 hours of arrival. Otherwise standard aircraft parking fee applies.	1-69	1 belt, oversize slide, aircraft parking*	\$ 75 per flight
		70-250	1 belt, oversize slide, aircraft parking*	\$ 125 per flight
		251 or greater	2 belts, oversize slide, aircraft parking*	\$ 250 per flight
Ground Transportation Fees				
Item	Category	Description		Rate
Annual Vehicle Permit	Limousine	A motor vehicle without a meter that includes a converted chassis and a seating capacity between seven (7) and fourteen (14) passengers, excluding the Driver.		\$270
	Livery / Sedan	A motor vehicle without a meter that provides seating for not less than three (3) passengers, excluding the Driver. Such vehicles are considered to include Lincoln Town Cars and similar full-size luxury vehicles and are registered as a Livery Vehicle with the Arizona Department of Transportation.		\$270
	Courtesy Shuttle	Any form of ground transportation provided by or through any business located off the Airport, including hotels, parking facilities, rental car companies, corporations, shopping centers and attractions, as a service to its employees, customers or other users, regardless of whether the passenger pays a direct fee for the service		\$370
	Shared Ride Service	Any commercial motor vehicle with a designated seating capacity between six (6) and sixteen (16) passengers that is authorized to provide shared ride ground transportation services from the Airport Terminal. This definition shall not include TNC Vehicles.		\$370
Per Trip Fee	TNC	An entity that has been issued a permit by the state of Arizona, that operates in the state of Arizona, that uses a digital network or software application to connect passenger(s) to transportation network services provided by transportation networks, and that may but is not deemed to own, operate or control a personal motor vehicle of a transportation network Driver.		\$2.50
Per Pick Up Fee	Taxicab	A ground transportation motor vehicle with a designated seating capacity of seven (7) or fewer passengers, excluding the driver, having four doors for passenger ingress and egress, and furnished for hire on an exclusive basis and at a charge or fare based upon time and/or mileage, the total for which is recorded and indicated on a taxicab meter.		\$4.00

All Airport Rates and Charges may vary due to terms defined in specific agreements. Late payments, unless otherwise specified, are subject to a 1.5% finance charge. Payment terms are net 30 days unless otherwise specified. Any returned payment items are subject to a \$25 returned item fee.



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-53

To: Board of Directors
From: Margi EvanSon, Director of Operations, Security & Maintenance
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: CIP 1024 – Tractor Replacement
Date: December 16, 2025

Proposed Motion

To authorize the purchase of one new Kubota agricultural tractor from Bingham Equipment Company in an amount not to exceed \$74,861.41.

Narrative

The approved FY26 capital plans includes replacement of one airport utility tractor. Mesa Gateway Airport Authority's Airfield Maintenance Department utilizes this equipment primarily for (but not limited to) grass, brush, and vegetation control.

The airport's existing tractor, a 2011 John Deere has reached the end of its useful life cycle and has exhibited maintenance failures beyond economic feasibility to repair. The replacement unit, a 2026 Kubota M5-111, provides increased operator efficiency, lower operating costs, and better dependability along with more modern safety features.

MGAA is a member of the Sourcewell cooperative purchasing organization. Under Sourcewell, Kubota Tractor Company, in partnership with Bingham Equipment Company, was awarded contract #082923-KBA and it is through this competitive selection that MGAA will utilize Bingham Equipment Company to purchase the tractor. This contract is available upon request.

Fiscal Impact

This purchase was included in the FY26 capital budget and is funded with non-grant funds as CIP 1024.

Attachment(s)

Quote



RESOLUTION NO. 25-53

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the purchase of one new Kubota agricultural tractor from Bingham Equipment Company in an amount not to exceed \$74,861.41;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the purchase of one new Kubota agricultural tractor from Bingham Equipment Company in an amount not to exceed \$74,861.41. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

-- Standard Features --

-- Custom Options --



M Series

M5-111HFC-1

2WD, HYDRAULIC SHUTTLE TRANSMISSION & CAB

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max . PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS:
2400 rpm
Cab: 2600 rpm
Power Steering: 5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES

(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

TRANSMISSION

8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS

LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II

4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V - 30-Amp 2 Wire Coupler
12V - 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT

Flip-Up PTO Shield

M5-111HFC-1 Base Price: \$72,946.38

Selected Kubota Attachments

(1) DUAL SPEED PTO KIT (540/1000) PNF M7623A-DUAL SPEED PTO KIT (540/1000) PNF	\$1,515.00
(1) DRAWBAR CLEVIS M9594-DRAWBAR CLEVIS	\$94.00
(1) AIR RIDE SEAT SUSPENSION UPGRADE KIT M9270-AIR RIDE SEAT SUSPENSION UPGRADE KIT	\$736.00
(1) M5 AIR RIDE SEAT WIRING HARNESS PNF M9205-M5 AIR RIDE SEAT WIRING HARNESS PNF	\$29.00
(1) REAR WINDOW WIPER KIT W/WASHER M7649-REAR WINDOW WIPER KIT W/WASHER	\$313.00
(1) INSIDE MIRROR KIT FOR M5 CAB TRACTOR PNF M9128-INSIDE MIRROR KIT FOR M5 CAB TRACTOR PNF	\$59.00
(1) HIGH CAPACITY ALT KIT / M5 CAB TRA PNF M9134-HIGH CAPACITY ALT KIT / M5 CAB TRA PNF	\$990.00
(1) 3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF M9116-3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF	\$193.00
(1) SCD (SELF CANCELING DETENT) M7610-SCD (SELF CANCELING DETENT)	\$927.00
Total Kubota Attachments:	\$4,856.00
Total Attachments:	\$4,856.00
Configured Price:	<u>\$77,802.38</u>
Sourcewell Discounts:	
Kubota Items:	(\$17,116.52)
Total Discount:	(\$17,116.52)
SUBTOTAL:	<u>\$60,685.86</u>
Factory Assembly:	\$325.00
Kubota Item Fees:	
Dealer Assembly:	\$929.50
Freight Cost:	\$793.75
PDI:	\$400.00
Flexxair Reversing Fan with Freight and Tariff	\$4,830.00
Labor to Install Flexxair Reversing Fan	\$1,160.00

Total Unit Price: \$69,124.11
Quantity Ordered: 1

Final Sales Price: \$69,124.11

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

Sales tax 8.3% \$ 5,737.30
Total sale price: \$ 74,861.41

- LIGHTING

2 Headlights - Tail lights

4 Hazard Flasher Lights w/ Turn Signals

2 Grille Mounted Worklights

2 Front Cab Halogen Worklights

2 Rear Halogen Worklights
- Electric Key Shut Off

Parking Brake

Turn Signals

SMV Sign

7-Pin Electrical Trailer Connector

SELECTED TIRES

sub261

FRONT - 7.5-18 F2 TITAN TRU TT

REAR - 18.4-30 R1W GOODYEAR OPTITRAC

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.56.3

DRAFT



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-54

To: Board of Directors
From: Art Montoya, Director of Information Technology Services
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Technology Refresh – Server Life Cycle Refresh CIP 1308
Date: December 16, 2025

Proposed Motion

To authorize the procurement of server equipment from Dell Marketing, L.P. in an amount not to exceed \$103,185.77.

Narrative

The Mesa Gateway Airport Authority's (MGAA's) Information Technology Service (ITS) Department ensures the Airport's operation, compliance, and disaster recovery functionality relative to information technology industry standards. FY26 is slated to continue with prior fiscal year's practice of server refresh replacement program per a pre-established schedule. The procurement of six (6) servers will complete a four-year refresh life cycle program.

Servers are a critical component of the Airport's ability to store and access data across the network. A server plays a vital role in business technology and provides a system solution for backing up operating systems and data in the event of primary system data becoming corrupted, deleted, or lost. As part of the strategic direction of the Airport, increased attention and commitment are being placed on providing essential technology systems and services to ensure cost-effective support operations.

As a qualified member of the Arizona Department of Administration State Procurement Office (ADSPO), MGAA is able to procure goods and services under state contracts that have been competitively bid. The State has currently contracted with Dell Marketing, L.P. for computer hardware and support under Contract CTR068890. It is under this contract that MGAA will procure the server equipment. This contract is available upon request.

Fiscal Impact

This purchase is included in the FY26 Capital Improvement Projects and is funded with non-grant funding under CIP 1308.

Attachment(s)

Quote



RESOLUTION NO. 25-54

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the procurement of server equipment from Dell Marketing, L.P. in an amount not to exceed \$103,185.77;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the procurement of server equipment from Dell Marketing, L.P. in an amount not to exceed \$103,185.77. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jan. 01, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name: 2025 Server refresh
Quote No. 3000196925568.1
Total \$103,185.77
Customer # 22980627
Quoted On Dec. 02, 2025
Expires by Jan. 01, 2026
Contract Name Dell NASPO Computer
Equipment PA - Arizona
Contract Code C000001124007
Customer Agreement # 23026 / CTR068890

Sales Rep Jill Disorbo
Phone 1(800) 4563355, 6176445
Email Jill.Disorbo@Dell.com
Billing To PAYABLE ACCOUNTS
PHOENIX-MESA GATEWAY
AIRPORT
5835 S SOSSAMAN RD
MESA, AZ 85212-6014

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Jill Disorbo

Shipping Group

Shipping To

BRIAN WALLACE
PHOENIX-MESA GATEWAY
AIRPORT
5835 S SOSSAMAN RD
MESA, AZ 85212
(480) 988-7600

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R760XD2	\$18,349.93	2	\$36,699.86
PowerEdge R660	\$14,872.06	4	\$59,488.24

Subtotal:	\$96,188.10
Shipping:	\$0.00
Non-Taxable Amount:	\$11,878.60
Taxable Amount:	\$84,309.50
Estimated Tax:	\$6,997.67
<hr/>	
Total:	\$103,185.77

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

Learn More

Shipping Group Details

Shipping To	Shipping Method
BRIAN WALLACE PHOENIX-MESA GATEWAY AIRPORT 5835 S SOSSAMAN RD MESA, AZ 85212 (480) 988-7600	Standard Delivery

	Unit Price	Quantity	Subtotal
PowerEdge R760XD2	\$18,349.93	2	\$36,699.86
Estimated delivery if purchased today: Jan. 29, 2026 Contract # C000001124007 Customer Agreement # 23026 / CTR068890			

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R760XD2 Server	210-BGSS	-	2	-
Trusted Platform Module 2.0 V6	461-AAIG	-	2	-
3.5" Chassis with up to 24 SAS/SATA Drives, PERC 11, GPU Capable, 1 or 2 CPU	321-BJLR	-	2	-
Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400	338-CHSR	-	2	-
Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4400	338-CHSR	-	2	-
Additional Processor Selected	379-BDCO	-	2	-
Heatsink for 2 CPU configuration, Config 2	412-BBDB	-	2	-
Performance Optimized	370-AAIP	-	2	-
5600MT/s RDIMMs	370-BBRX	-	2	-
No RAID	780-BCDI	-	2	-
PERC H355 Adapter, Low Profile	405-ABCU	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
Standard Fan x6	750-BBCG	-	2	-
Dual, Hot Plug, Power Supply, Redundant (1+1) 1400W (100-240Vac)	450-AKWT	-	2	-
Riser Config 2A, 4x16 + 1x8 (x16 connector) LP Slots (Gen4)	330-BCGK	-	2	-
R760XD2 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, DAO	329-BJKC	-	2	-
Dell Connectivity Client - Enabled	379-BFXS	-	2	-
Dell Connectivity Module	634-CYDF	-	2	-
iDRAC9, Express 16G	528-CTIJ	-	2	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	540-BCOD	-	2	-
BOSS Blank	403-BCID	-	2	-
iDRAC,Factory Generated Password	379-BCSF	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-CVGB	-	2	-

Cable Management Arm, 2U	770-BDRQ	-	2	-
ReadyRails Sliding Rails Without Cable Management Arm (B23)	770-BFDD	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	2	-
Dell Luggage Tag	321-BJXD	-	2	-
PowerEdge R760XD2 Shipping	340-DGZR	-	2	-
PowerEdge R760XD2 Shipping Material	340-DGZP	-	2	-
PE R760XD2 No CCC or CE Marking	343-BBVR	-	2	-
ProSupport 7x24 Technical Support and Assistance 5 Years	895-9990	-	2	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	895-9999	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	896-0042	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
32GB RDIMM, 5600MT/s, Dual Rank	370-BBRY	-	4	-
8TB Hard Drive SAS ISE 12Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive	161-BCPX	-	24	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	4	-
Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-DHTW	-	2	-
Windows Server 2025 Standard Edition, Add License,16CORE,NO MEDIA/KEY	634-CVFT	-	4	-

Unit Price	Quantity	Subtotal
\$14,872.06	4	\$59,488.24

PowerEdge R660

Estimated delivery if purchased today:

Dec. 26, 2025

Contract # C000001124007

Customer Agreement # 23026 / CTR068890

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660 Server	210-BEQQ	-	4	-
Trusted Platform Module 2.0 V6	461-AAIG	-	4	-
2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11	321-BHRW	-	4	-
Intel Xeon Silver 4510 2.4G, 12C/24T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CPCH	-	4	-
Intel Xeon Silver 4510 2.4G, 12C/24T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CPCH	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
No HBM	379-BFFD	-	4	-
Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W)	412-ABCJ	-	4	-
Performance Optimized	370-AAIP	-	4	-
5600MT/s RDIMMs	370-BBRX	-	4	-
RAID 5	780-BCDP	-	4	-
PERC H755 SAS Front	405-AAZB	-	4	-
Front PERC Mechanical Parts, rear load	750-ADRI	-	4	-

Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
4 Very High Performance Fans	384-BCUJ	-	4	-
Dual, Redundant(1+1),Hot-Plug Power Supply,1400W MM, Titanium	450-BDHY	-	4	-
Riser Config 1, Low Profile, 3x16 LP Slots (Gen4)	330-BBYX	-	4	-
Motherboard MLK supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	329-BKBR	-	4	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	540-BCOD	-	4	-
LOM Blank	540-BDMK	-	4	-
Standard Bezel	325-BEVE	-	4	-
Dell Luggage Tag	350-BCKC	-	4	-
BOSS Blank	403-BCID	-	4	-
No Quick Sync	350-BBXM	-	4	-
iDRAC Factory Generated Password for OCP cards	379-BETG	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-CVGB	-	4	-
Dell Connectivity Client - Enabled	379-BFXS	-	4	-
Dell Connectivity Module	634-CYDF	-	4	-
iDRAC9, Express 16G	528-CTIJ	-	4	-
Dell Secure Onboarding Client Disabled	634-CZRQ	-	4	-
ReadyRails Static Rails for 2/4-post Racks (A14)	770-BDMR	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
PowerEdge R660 Shipping	340-DBXZ	-	4	-
PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYC	-	4	-
PowerEdge R660 No CCC, No CE Marking	343-BBTU	-	4	-
ProSupport 7x24 Technical Support and Assistance 5 Years	887-1064	-	4	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	887-1073	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	887-1076	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	4	-
On-Site Installation Declined	900-9997	-	4	-
64GB RDIMM, 5600MT/s, Dual Rank	370-BBRN	-	16	-
960GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	400-AXSW	-	12	-
Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVJ	-	4	-
Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-DHTW	-	4	-

Windows Server 2025 Standard Edition, Add License,16CORE,NO MEDIA/KEY	634-CVFT	-	4	-
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Subtotal:	\$96,188.10
Shipping:	\$0.00
Estimated Tax:	\$6,997.67
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Total:	\$103,185.77

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-55

To: Board of Directors
From: Lori Collins, Business & Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Allegiant Air Carrier Operating Agreement
Date: December 16, 2025

Proposed Motion

To authorize the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Allegiant Air, LLC for commercial air service at the Airport.

Narrative

Allegiant Air, LLC ("Allegiant"), a wholly owned subsidiary of Allegiant Travel Company, currently provides commercial passenger transportation services to more than forty domestic destinations at Mesa Gateway Airport ("Airport"). Allegiant's operation at the Airport is governed and guided by an Air Carrier Operating Agreement that specifies exclusive, preferential, and non-exclusive rights to facilities and infrastructure; as well as establishes associated operating costs and a contractual obligation to adhere to the Airport's Rules and Regulations and Minimum Standards.

The new five-year agreement accomplishes several important goals:

- Maintains and promotes a low-cost operating structure for Allegiant at the Airport.
- Allocates facilities for Allegiant's preferential use.
- Encourages and rewards future growth at the Airport by Allegiant through a defined incentive and non-airline revenue sharing program.
- Preserves and enhances an operating environment at the Airport that provides Allegiant unparalleled efficiency and convenience.

Fiscal Impact

The Airport receives revenue from Allegiant through facility leases; aircraft landing and parking fees; terminal and terminal equipment use fees; and fuel storage/upload fees. The Airport also receives revenue from Allegiant's customers for vehicle parking and other ground transportation services; food/beverage/retail purchases; Passenger Facility Charges (PFC); Customer Facility Charges (CFC); and Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Entitlement Grants.

Attachment(s)

Air Carrier Operating Agreement



RESOLUTION NO. 25-55

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Allegiant Air, LLC for commercial air service at the Airport;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Allegiant Air, LLC for commercial air service at the Airport. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Mesa Gateway Airport Authority

Air Carrier Operating Agreement

with

Allegiant Air, LLC

Effective Date: January 1, 2026

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MESA GATEWAY AIRPORT AUTHORITY AIR CARRIER OPERATING AGREEMENT

This Air Carrier Operating Agreement (the “Agreement”) is executed to be effective the 1st day of January 2026 (the “Effective Date”) between the **MESA GATEWAY AIRPORT AUTHORITY** (“MGAA”), formerly Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized under the laws of the State of Arizona (“MGAA”), and **ALLEGIANT AIR, LLC** (“CARRIER”). MGAA and CARRIER may be referred to collectively as “Parties,” and each separately may be referred to as a “Party.”

RECITALS:

A. MGAA is the owner and operator of the Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “Airport”); and

B. MGAA has the right to enter into Agreement, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

C. CARRIER provides commercial airline services, charters, flight crews, aircraft and desires to use the Airport facilities for commercial operations; and

D. CARRIER desires to obtain certain non-exclusive rights to use the common use areas of the passenger terminal, services and privileges in connection with the use of the Airport and its facilities, and MGAA is willing to grant the same to CARRIER upon the terms and conditions hereinafter stated; and

E. The Parties agree to enter into this Agreement, specifying the rights and obligations of the Parties with respect to the operation of the Airport by MGAA and the use and/or occupancy of the Airport by CARRIER;

NOW, THEREFORE, for good and valuable consideration, the mutual covenants and conditions herein set forth and the sufficiency of which is agreed to by the Parties, the Parties hereby agree as follows:

1. PERMITTED ACTIVITIES AND CONDITIONS OF AIRPORT USE.

1.1 CARRIER shall have the right to use, in common with others, the passenger terminal, taxiways, runways and air navigational aids of the Airport for the purpose of conducting its Federal Aviation Regulation (FAR) Part 121 scheduled domestic operations, public charter, private charter and the landing and taking off of aircraft incidental thereto, and provided, however, such activities and services are performed in strict accordance with applicable MGAA Minimum Standards, upon terms and conditions as herein provided.

1.2 RESERVED.

1.3 CARRIER shall not engage in any other commercial or revenue producing activity at the Airport (excluding charter activities by CARRIER, and charter activities requested by MGAA) without first applying for and receiving written approval for such activity from MGAA. In the event any other commercial or revenue producing activity is engaged in by CARRIER prior to obtaining such approval, without waiver or limitation of any other remedies available to MGAA at law or equity, CARRIER hereby agrees to remit to MGAA the sum equal to TEN PERCENT (10%) of gross billings for such unauthorized activity, plus any expenses incurred by MGAA in the course of any audit conducted for all of CARRIER’s activities.

- 1.4 CARRIER shall at all times comply with all Federal, State and local laws, ordinances, rules and regulations which are applicable to its operations or the Premises itself (including but not limited to the Americans with Disabilities Act), including all laws, ordinances, rules and regulations adopted after the Effective Date. CARRIER shall at all times comply with the MGAA Rules and Regulations, as the same may be amended from time to time in the Authority's sole and absolute discretion.

2. **TERM.**

- 2.1 Subject to earlier termination as provided herein, the term of this Agreement shall be five (5) years, commencing on the Effective Date (the "Term").
- 2.2 Either Party may terminate this Agreement by providing the notified Party ninety (90) calendar days advance written notice of the terminating Party's intent to do so.

3. **EXCLUSIVE, PREFERENTIAL, AND NONEXCLUSIVE RIGHTS.**

CARRIER shall have the exclusive, preferential, and non-exclusive rights, as applicable, to occupy and use the designated areas of the Airport while in compliance with the terms and conditions of this Agreement. All rights granted to CARRIER under this Agreement are nonexclusive, except as otherwise expressly stated in this Agreement. MGAA may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that MGAA deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with CARRIER's use of the Airport.

- 3.1 CARRIER shall not schedule or advertise flight schedules originating from or destined for Mesa Gateway Airport without prior coordination with MGAA and confirmation from MGAA of terminal availability.

Pursuant to MGAA's Common Use Facilities Operating Procedures (attached as **EXHIBIT C**), CARRIER shall submit a copy of CARRIER's proposed schedule to MGAA no less than 60 days prior to the schedule effective date. Along with the schedule submission, CARRIER shall include the name and contact information of the individual responsible for setting CARRIER's schedule at the Airport.

- 3.2 MGAA shall provide CARRIER with exclusive use of the Airport facilities identified in **EXHIBIT D**.
- 3.3 MGAA shall provide CARRIER with preferential use of five (5) boarding gates and twelve (12) ticketing positions. In addition, CARRIER shall have common use access to additional ticket counters, gate hold rooms, and the baggage claim area for scheduled flight operations, the scheduling of such use is subject to the guidelines outlined in MGAA's Common Use Facilities Operating Procedures. Common use requirements shall be scheduled with MGAA's Operations & Maintenance department prior to any planned use.
- 3.4 MGAA has implemented Common Use Facilities Operating Procedures. MGAA reserves the right to modify said procedures from time-to-time, as it deems necessary in its sole and absolute discretion and authority to accomplish its purposes. CARRIER shall at all times comply with these operating procedures.
- 3.5 MGAA has implemented an Airport Security Program in a form acceptable to the Transportation Security Administration (TSA). MGAA reserves the right to modify said program from time-to-time, as it deems necessary to accomplish its purposes. CARRIER shall at all times comply with the Airport Security Program and indemnify, defend, hold and save MGAA, its board members, member governments, officers, officials, employees, and agents free and harmless for, from, and against any violations of said Security Program caused, or alleged to be caused, by the acts, errors or omissions of CARRIER, its employees, agents, invitees or contractors.

4. RENTALS, FEES AND CHARGES

- 4.1 General. Rent for use of any exclusive use space is due and payable at the beginning of each month. All other fees are assessed at the time of each use, flight, or service, as applicable, and are due and payable no later than the twentieth (20th) day of the following month in which the use or activity occurred ("Fee Due Date"). CARRIER shall self-report its flight activity monthly to MGAA pursuant to Section 5. Delinquent rents and fees shall be assessed a finance charge in accordance with Section 4.11.2. Any ground handling services requested of MGAA or other authorized service provider by CARRIER shall be governed by a separate agreement. In any event, CARRIER shall be the responsible party for the purposes of this Air Carrier Operating Agreement, and therefore CARRIER shall pay, or cause to be paid, to MGAA, the fees and charges as outlined below.
- 4.2 Landing Fees. CARRIER shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates & Charges Schedule at the time of the aircraft operation, for each flight operated by or in conjunction with CARRIER that is subject to a landing fee. The weight used to determine the landing fee for any particular aircraft shall be its maximum certificated gross landing weight (MGLW), as certified by the Federal Aviation Administration (FAA).
- 4.3 Terminal Use Fees. Terminal Use includes ticket counter(s) and lobby area, secure hold room and boarding area podium, aircraft parking position, baggage claim area, and common use computer equipment per flight. CARRIER shall pay MGAA a Terminal Use Fee in the amount reflected on the most current Airport Rates & Charges Schedule.
- 4.4 Common Use Set-up and Operating Fees. CARRIER shall pay MGAA for common use terminal equipment, internet connection, and dark fiber per the most current Airport Rates & Charges Schedule.
- 4.5 Aircraft Parking Fees. CARRIER shall pay MGAA a fee per the most recent Airport Rates & Charges Schedule for any aircraft occupying an aircraft parking position, including terminal gates and remote parking positions, for more than three hours. This fee shall be waived if the aircraft performed a revenue service operation the day prior or will perform a revenue service operation the day after being parked for more than three hours.
- 4.6 Passenger Facility Charges. CARRIER shall pay monthly to MGAA, on or before the Twentieth (20th) day of each month (the "PFC Due Date"), a Passenger Facility Charges (PFC) in the amount of Four and 50/100 Dollars (\$4.50) for each Enplaned Passenger departing the Airport on a CARRIER Revenue Flight during the previous calendar month. The collection of said fees by CARRIER shall be subject to the terms, conditions and methods of collection set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110, at it now exists or is modified hereafter (the "PFC Act") and 14 CFR 158.53.
- 4.7 Monthly Tie Down Fees. CARRIER shall pay Monthly Tie Down Fees per Airports Rates and Charges.
- 4.8 Fueling Fees. CARRIER shall execute a Fueling Service Agreement with MGAA coterminous with this Agreement.
- 4.9 Aircraft Ramp Space and Services. CARRIER shall pay MGAA monthly for any aircraft line services, out-of-station Aircraft Rescue and Firefighting (ARFF) services, operations safety officers, ground service equipment use, fuel spill response teams and any other space or service requirements as specified in the Airport Rates & Charges Schedule or, if not so specified in that Schedule, as determined by MGAA (collectively, "Additional Services").
- 4.10 Other Fees. Unless specified otherwise herein, CARRIER shall pay MGAA for its usage or rental of MGAA equipment and the performance of services by MGAA within TEN (10) business days of CARRIER's receipt of an invoice (the "Invoice Due Date") for same from MGAA. The amount of such fees shall be as provided by separate agreement between CARRIER and MGAA, or, in the

absence of such agreement, as specified in the most current Airport Rates and Charges Schedule or Airport Fees, Services & Rental Rates in effect when the charge or fee was incurred. Failure to remit payment by the Invoice Due Date may result in the suspension of further equipment rentals or services until payment is made to MGAA in full.

4.11 Requirements. With regard to the fees and charges specified in this SECTION 4, the following conditions and considerations shall apply:

4.11.1 Airport Rates & Charges Schedule. The Airport Rates & Charges Schedule and Airport Fees, Services and Rental Rates referred to in this Agreement may be revised from time to time. CARRIER shall pay the most current fee(s) at the time of the event or service, as applicable, unless specifically outlined in this Agreement. The current Airport Rates & Charges Schedule and the Airport Fees, Services and Rental Rates are attached as **EXHIBIT A** and is subject to change without prior notice or approval of CARRIER.

4.11.2 Finance Charges and Late Fees. If CARRIER fails to pay any charge due and owing to MGAA in full on or before Fee Due Date, Invoice Due Date or PFC Due Date, as applicable, CARRIER shall be responsible for interest on the unpaid fee or charge at the rate of EIGHTEEN PERCENT (18%) per annum from the applicable due date until payment in full is made. In addition, in the event any payment is received more than TEN (10) days after the applicable due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent amount shall be due and payable in addition thereto.

4.11.3 Books and Records. CARRIER shall maintain permanent books, records and ledgers accurately reflecting the total passengers, and total number of monthly aircraft landings for all aircraft subject to a landing fee indicating the make, type (including model designation), registration number, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to MGAA upon request. MGAA may audit the books, records and ledgers maintained by CARRIER in accordance with this SECTION 4. In the event an audit reveals a deficiency of TWO PERCENT (2%) or greater in the amount of payment made pursuant to this SECTION 4, CARRIER shall not only pay such deficiency but also the cost of any audit performed by MGAA.

4.12 Airport Incentives. As an inducement for CARRIER to initiate additional airline services at the Airport, MGAA is prepared to provide a comprehensive package of incentives that could include landing fee and terminal use fee waivers, specific route revenue guarantees, and non-airline revenue sharing for eligible new nonstop destinations, increased frequency to existing destinations identified as underserved by MGAA, and total annual enplaned passenger activity. The MGAA Air Service Incentive Program for CARRIER is attached as **EXHIBIT E**. The Parties acknowledge that non-airline revenue-share program thresholds in EXHIBIT E may be formally amended based on the previous fiscal year's enplaned passenger counts.

5. REPORTING REQUIREMENTS

5.1 CARRIER shall file with MGAA written reports for the items specified below no later than the TENTH (10th) day of the calendar month following the month in which the specified activities occurred. Such reports shall cover all of CARRIER's Airport activities during said month, and include activity handled by CARRIER for other Air Transportation Companies not having an agreement with MGAA providing for its own submission of activity data to MGAA.

5.1.1 A complete listing of all of CARRIERS's actual aircraft landings at the Airport, including aircraft type and MGLW; and a listing, by destinations, of the number of flights that qualify under applicable waiver agreements for any landing fee waivers;

- 5.1.2 A complete listing of CARRIER's Enplaned Passengers and Deplaned Passengers, specified by and including the type of aircraft;
 - 5.1.3 A complete listing, by date and flight number, of CARRIER's commercial cargo loaded and off loaded.
- 5.2 MGAA shall have the right to rely on said activity reports in determining rentals and other charges due hereunder; provided, however, CARRIER shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in SECTION 4.11.2 herein.
- 5.3 CARRIER shall at all times maintain and keep books, ledgers, accounts or other records wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to SECTION 5. Such records shall be retained by CARRIER for a period of THREE (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Mesa, Arizona for audit and/or examination by MGAA or its duly authorized representative during all normal business hours. CARRIER shall produce such books and records at Mesa, Arizona within THIRTY (30) calendar days of MGAA's notice to do so or pay all reasonable expenses, including but not limited to, transportation, food, lodging and other related expenses, necessary for an auditor selected by MGAA to audit said books and records.
- 5.4 The cost of audit, with the exception of the aforementioned expenses, shall be borne by MGAA; provided, however, the total cost of said audit shall be borne by CARRIER if either or both of the following conditions exist:
 - 5.4.1 The audit reveals an underpayment of more than TWO PERCENT (2%) of rentals, fees and charges due hereunder, as determined by said audit; and/or
 - 5.4.2 CARRIER has failed to maintain true and complete books, records, accounts and supportive source documents in accordance with SECTION 5.
- 5.5 All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Mesa Gateway Airport Authority and delivered to:

Mesa Gateway Airport Authority
Attn.: Accounts Receivable
5835 S. Sossaman Road
Mesa, Arizona 85212-0614

6. INSURANCE

- 6.1 General. CARRIER shall procure and maintain the following types and amounts of insurance for its operations at the Airport throughout the Term of this Agreement and any extension thereto:

Aircraft Liability insurance covering third party bodily injury and property damage, and passenger and contractual liabilities which shall protect and indemnify MGAA from any and all claims arising in connection with aircraft movement on the Airport in amounts as are customarily carried by a carrier of like kind and size, but in no event less than \$250,000,000.00 per occurrence. Such insurance shall also insure against third party liabilities arising from War Risk perils.

Airport Premises Liability insurance third party bodily injury and property damage, including coverage for "premises/operations," "products and completed operations," "host liquor" and "blanket contractual" liabilities in an amount not less than \$250,000,000.00 per occurrence.

Comprehensive Automobile Liability insurance for all owned, non-owned and hired vehicles operated airside on the Airport that are assigned to or used in the performance of commercial activities in the amount of \$25,000,000.00 per occurrence or combined single limit. If any hazardous materials are transported in conjunction with CARRIER's business operations at or on the Airport, an MSC 90 endorsement shall be required in addition thereto.

Workers' Compensation insurance, as required by law, and *Employer's Liability* insurance in the amount of \$1,000,000.

- 6.2 Additional Insurance. At any time during the Term of this Agreement, including any extension thereto, MGAA may, in its reasonable determination decide that the insurance coverage required by this SECTION 6 is no longer adequate, require CARRIER to increase its coverage to commercially reasonable amounts.
- 6.3 Blanket Insurance. CARRIER's insurance obligations under this Agreement may be satisfied by means of the general corporate "blanket" policies carried by it and evidenced by the insurance carrier's standard certificates thereof.
- 6.3.1 Use of Proceeds. Proceeds of any liability and property damage insurance required under this SECTION 6 shall be applied toward extinguishing, satisfying or remedying the liability, loss or damage with respect to which such proceeds may be paid.
- 6.4 Indemnity. To the fullest extent permitted by law CARRIER (as "indemnitor") shall indemnify, defend, hold and save MGAA, its board members, and its member governments, officers, officials, employees, and agents (as "indemnitee") free and harmless of, for, from and against any and all Losses caused in whole or in part by (a) any act or omission of CARRIER (including indemnitor's officers, officials, agents, employees, contractors or invitees), (b) CARRIER's operations at the Airport, (c) CARRIER's violations of said Security Program caused, or alleged to be caused, by the acts, errors or omissions of CARRIER, its employees, agents, invitees or contractors, or (d) any default by CARRIER hereunder. This indemnification shall exclude responsibility for any consequential damages and for claims to the extent arising by reason of the negligent or wrongful act of MGAA or its employees, contractors or agents. For purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, fines, penalties, costs and expenses (including reasonable attorneys and consultant fees, investigation costs, monitoring costs, remediation costs, and court costs), of any kind or nature. In carrying out the defense of any claim subject to its indemnification obligations hereunder, CARRIER shall use counsel reasonably acceptable to MGAA.
- 6.5 Insurance Form. Each insurance policy obtained pursuant to this SECTION 6, except for Workers' Compensation and Employer Liability policies, shall: (i) name MGAA as a certificate holder or an additional insured to the extent of Operator's contractual indemnity obligations; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to MGAA not less than THIRTY (30) calendar days before such cancellation or modification takes effect (TEN (10) days in the case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of MGAA. Operator shall not permit any insurance policy to be canceled or modified without MGAA's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating approved by MGAA.

7. DISABLED OR ABANDONED AIRCRAFT.

- 7.1 Removal of Disabled Aircraft. Should any aircraft owned or operated by CARRIER, through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, CARRIER shall, at CARRIER'S sole cost and expense:

7.1.1 Immediately remove said aircraft to such location as may be designated by MGAA, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

7.1.2 In the event of any accident where federal investigation in place is required, immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by MGAA.

- 7.2 Failure to Remove Disabled Aircraft. Should CARRIER fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by CARRIER be abandoned on the Airport, MGAA shall have the right to remove such aircraft by any means MGAA deems necessary under the circumstances, and CARRIER shall, to the fullest extent permitted by law, indemnify, defend, keep and hold MGAA, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys' fees and expenses) incurred by MGAA or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. CARRIER shall reimburse MGAA for any costs incurred by MGAA in removing and storing any aircraft, at MGAA's sole discretion, and as provided herein in performing authorized maintenance on its aircraft on the Airport.
- 7.3 Sound and Noise Suppression. CARRIER shall comply fully with Airport Rules & Regulations and Minimum Standards when performing high-speed engine test operations at the Airport, if any, and SECTION 10.3 to mitigate excessive ambient sound and/or noise that may be generated incident thereto and that have or may have an adverse effect on other Airport tenant operations and the surrounding community. CARRIER acknowledges and agrees that the Airport Rules & Regulation for such test operations may change from time to time at MGAA's sole and absolute discretion. CARRIER also agrees that any costs associated with compliance with Airport Rules & Regulations for sound or noise suppression or mitigation shall be borne solely by CARRIER.

8. ENVIRONMENTAL COMPLIANCE.

CARRIER shall at all times during the existence of this Agreement promptly observe and comply with applicable Federal, State, and local laws, regulations, rules and standards concerning the environment (collectively, the "Environmental Laws"). CARRIER shall be responsible for collecting, storing, recycling and/or disposing of its hazardous or toxic waste, if any, in compliance with the Environmental Laws governing the storage and disposal of hazardous or toxic waste. CARRIER shall ensure its employees and agents are aware that domestic drains, storm drains, or industrial waste drains shall not be used to dispose of gasoline, hydraulic fluid, solvents, concentrated cleaning agents or any other hazardous or toxic materials. Where so required, MGAA may act on behalf of CARRIER, as and if appropriate, to dispose of CARRIER's waste, sign manifests on behalf of CARRIER and assign such disposal to CARRIER's EPA identification (ID) number. CARRIER shall repay MGAA the costs and fees for doing so within TEN (10) days of demand therefor. CARRIER shall, to the fullest extent permitted by law, indemnify, defend and hold MGAA, its members, board of directors, officers, agents, officials, employees, and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense including, but not limited to, the costs of suit and reasonable attorneys' fees and expenses of any nature whatsoever arising out of or related to CARRIER's failure to comply with the Environmental Laws.

9. TAXES AND RELATED IMPOSITIONS.

In the event any governmental authority shall impose a tax or imposition based upon this Agreement, upon CARRIER or its aircraft, or upon payments to be made hereunder, CARRIER shall pay such amounts either to MGAA or the appropriate governmental authority on or before any delinquency date. Specifically, CARRIER shall be responsible for any transaction privilege, sales, excise or other similar tax except income taxes as a

result of this Agreement. CARRIER shall also pay all licensing or permitting fees necessary or required by law for the conduct of its aeronautical operations hereunder, or any other matters hereunder. CARRIER shall be responsible for any property interests created hereunder, which may constitute or be deemed to be a possessory interest for purposes of taxation.

10. RULES, REGULATIONS AND MINIMUM STANDARDS.

- 10.1 CARRIER shall at all times comply with all federal, State and local laws and ordinances, rules and regulations, which are applicable to its operations, or the operation, management, maintenance, or administration of the Airport, including but not limited to the Americans with Disabilities Act, and all laws, ordinances, rules and regulations adopted after the Effective Date. CARRIER shall at all times comply with all Airport Rules and Regulations, and Minimum Standards established by MGAA regarding operation and maintenance of the Airport, copies of which are attached as **EXHIBIT B** and are incorporated herein. CARRIER will be responsible for controlling and preventing disruptive pedestrian and vehicle traffic, if any, associated with its activities on the Airport. CARRIER also shall display or provide copies to MGAA of any permits, licenses, or other evidence of compliance with laws upon request.
- 10.2 MGAA shall operate the Airport in compliance with all applicable Federal state and local laws, ordinances, rules and regulations, and shall enforce the Airport Rules and Regulations established by it to ensure the effective and orderly operation of the Airport, and to prevent any disruption caused by CARRIER's operations at and on the Airport.
- 10.3 CARRIER acknowledges receipt of and agrees to abide by MGAA's *Fly Friendly* noise abatement procedures and will provide such information to flight crews and/or students, post the information in CARRIER's flight planning area, and use the procedures to the extent possible when consistent with safety and air traffic control directives.

11. DEFAULT: TERMINATION BY MGAA

- 11.1 General Grounds. MGAA may terminate this Agreement upon the occurrence of any of the following events:

- 11.1.1 Failure of CARRIER to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by MGAA to CARRIER of a written notice of such failure.
- 11.1.2 The filing of any lien against the Airport because of any act or omission of CARRIER which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by CARRIER.

CARRIER may terminate this Agreement upon the occurrence of any of the following events:

- 11.1.3 Failure of MGAA to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by CARRIER to MGAA of a written notice of such failure.
- 11.1.4 The filing of any lien against CARRIER because of any act or omission of MGAA which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by MGAA.

- 11.2 Failure to Pay Fees. MGAA may declare CARRIER in default of this Agreement by giving CARRIER FIVE (5) business day's written notice of CARRIER's failure to timely pay any fees or payments due pursuant to this Agreement. If CARRIER fails to cure such payment

default within said FIVE (5) business day period, MGAA may, in its sole discretion, elect to do any one or more than one of the following:

11.2.1 Institute action(s) to enforce this Agreement; or

11.2.2 Terminate this Agreement automatically without further notice to CARRIER; or

11.2.3 Exercise any other remedy allowed by law or equity.

11.3 Failure to Provide Insurance. In the event CARRIER at any time fails to maintain all insurance coverage required by this Agreement, MGAA shall have the right, upon written notice to CARRIER, to immediately terminate this Agreement or secure the required insurance at CARRIER's expense.

11.4 No Waiver by MGAA. No waiver by MGAA of any default by CARRIER in the performance of its obligations under this Agreement shall be deemed to be a waiver of any subsequent default by CARRIER in the performance of any such obligations.

12. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern this Agreement and the matters set forth therein, without regard to its conflict of law principles. Venue of any action brought under this Agreement shall, at the option of MGAA, lie in Maricopa County, Arizona. In the event of any litigation or arbitration between MGAA and CARRIER arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

13. NONWAIVER.

MGAA's right to revoke this Agreement shall be absolute. Any election by MGAA to not enforce any provision of this Agreement, or any failure by MGAA to exercise any of the remedies allowed MGAA under this Agreement, shall not operate as a waiver by MGAA of any of its right hereunder.

14. ASSIGNMENT.

CARRIER shall not assign or transfer any right or interest in this Agreement.

15. OTHER RESTRICTIONS.

CARRIER shall comply with all rules, laws, ordinances, and statutes of any governmental authority having jurisdiction over the Airport or the matters provided in this Agreement.

16. AIRPORT SECURITY.

MGAA maintains an approved Airport Security Plan (the "Security Plan") pursuant to 49 CFR Parts 1540 and 1542. CARRIER shall at all times comply with the Security Plan and the written and verbal directives issued by MGAA supporting the Security Plan.

16.1 CARRIER shall immediately correct physical or procedural deficiencies which are contrary to the Security Plan, security directives, security bulletins, or verbal notifications existing now or in the future. CARRIER is responsible for maintaining security practices, facilities, and perimeter boundaries on their leasehold that meet the security standards of the Security Plan.

16.2 CARRIER shall, to the fullest extent permitted by law, indemnify, defend, and hold MGAA harmless for, from, and against any violations of the Security Plan committed by any agents, employees, invitees, subcontractors, or independent contractors of CARRIER.

- 16.3 CARRIER shall conduct and document all self-audits and self-inspections as required by the TSA or MGAA and make such audits available for inspection.
- 16.4 CARRIER shall designate a primary security coordinator to receive security -related briefings, bulletins, and sensitive security information (“SSI”).
- 16.5 MGAA reserves the right to modify the Security Plan from time-to-time, as necessary, or as directed by the TSA.

17. AIRPORT SECURITY BADGE.

- 17.1 Carrier employees/contractors that require a badge shall be obligated to complete all training and comply with all security requirements and directives issued by MGAA, TSA, or other entities having jurisdiction at MGAA.
- 17.2 CARRIER and employees/contractors shall comply with all security-related audits, inspection, and screenings conducted by MGAA.
- 17.3 CARRIER will immediately notify MGAA and promptly return badges to the Airport Badging Office when badge holders terminate employment, the badge is no longer needed, or the employee/contractor is on extended leave.
- 17.4 Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges.

18. FEDERAL AVIATION ADMINISTRATION (FAA) GRANT ASSURANCES.

During the performance of this Agreement, CARRIER, for itself, its assignees, and successors in interest agrees as follows:

- 18.1 Compliance with Regulations. CARRIER (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 18.2 Nondiscrimination. CARRIER, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CARRIER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by CARRIER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CARRIER of CARRIER’s obligations under this Agreement and the Non-discrimination Acts and Authorities on the grounds of race, color, or national origin.
- 18.4 Information and Reports. CARRIER will provide all information and reports required by the acts, the regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MGAA or the Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of CARRIER is in the exclusive possession of another who fails or refuses to furnish the information, CARRIER will so certify to MGAA or the FAA as appropriate and will set forth what efforts it has

made to obtain the information.

- 18.5 Sanctions for Non-compliance. In the event of a CARRIER's non-compliance with the Nondiscrimination provisions of this Agreement, MGAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

18.5.1 withholding payments, if any, to CARRIER under the Agreement until CARRIER complies; and/or

18.5.2 cancelling, terminating, or suspending the Agreement, in whole or in part.

- 18.6 Incorporation of Provisions. CARRIER will include the provisions of SECTIONS 18.1 through 18.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, the regulations and directives issued pursuant thereto. CARRIER will take action with respect to any subcontract or procurement as MGAA or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if CARRIER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CARRIER may request MGAA to enter into any litigation to protect the interests of MGAA. In addition, CARRIER may request the United States to enter into the litigation to protect the interests of the United States.

- 18.7 CARRIER for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that CARRIER will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19. **TITLE VI.**

- 19.1 General Civil Rights. In all its activities within the scope of its airport program, CARRIER agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. CARRIER understands and acknowledges that the FAA requires inclusion of and adherence to the terms and conditions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) ("Title VI") in all airport/aviation agreements where MGAA receives federal funding, including the Agreement in this instance.

If the CARRIER transfers its obligation to another, the transferee is obligated in the same manner as the CARRIER.

The above provision obligates the CARRIER for the period during which the property is owned, used or possessed by the CARRIER and the airport remains obligated to the FAA.

- 19.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CARRIER, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to the following (which MGAA is required to disclose and include in such Agreement and other agreements,

pursuant to FAA regulation):

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

- 20.1 All notices required or permitted under this Agreement shall not be deemed effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO MGAA: Mesa Gateway Airport Authority
Attn.: Business Development Department
5835 S. Sossaman Road
Mesa, Arizona 85212-0614

TO CARRIER: Allegiant Air, LLC
Attn: Director of Airports
1201 N. Town Center Drive
Las Vegas, NV 89144

- 20.2 Notices shall be deemed to have been received TWO (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this SECTION.

21. PRIOR AGREEMENTS AND PERMITS.

Upon execution hereof, this Agreement shall supersede and cancel any prior air carrier operating agreements between MGAA and CARRIER with respect to the business activities governed hereby. CARRIER shall not construe MGAA's execution of this Agreement as a waiver of any prior indebtedness or obligation to MGAA under any prior agreement or license, nor does MGAA waive any claim or cause of action arising therefrom.

22. CORPORATE AUTHORIZATION.

In executing this Agreement, CARRIER represents and warrants to MGAA that if CARRIER is a corporation, CARRIER has obtained and been granted the full right, power and authority to enter into this Agreement.

23. MISCELLANEOUS.

- 23.1 Personal Liability. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.
- 23.2 No Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.
- 23.3 Non-Waiver of Rights. No waiver or default by MGAA of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by CARRIER shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by CARRIER, and MGAA shall not be restricted from later enforcing any of the terms and conditions of this Agreement.
- 23.4 Amendment. Only a written instrument executed by the Parties may amend this Agreement.
- 23.5 Invalid Provisions. Should any provision of this Agreement or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.
- 23.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Agreement or any term thereof.
- 23.7 Entire Agreement. This Agreement, including **EXHIBITS** attached hereto at the time of its

execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

22. INCORPORATION OF RECITALS.

The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date specified above.

CARRIER:

ALLEGiant AIR, LLC

By: _____

Name:

Title:

Date: _____

MGAA:

**MESA GATEWAY AIRPORT
AUTHORITY**, a joint powers airport authority
authorized by the State of Arizona

By: _____

Name: J. Brian O'Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

EXHIBIT A

Airport Rates & Charges Schedule

<https://www.gatewayairport.com/policiesdocumentsandforms>

Airport Fees, Services & Rental Rates

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT B

MGAA Minimum Standards

<https://www.gatewayairport.com/policiesdocumentsandforms>

MGAA Rules & Regulations

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT C

Common Use Facilities Operating Procedures:

MGAA_CUSE Procedures 22-01 20220420

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT D

Airport Facilities Designated for Exclusive Use^{1,2}:

<u>Space</u>	<u>Amount of SF</u>	<u>Rent per SF</u>
Ticketing Terminal – Suite 207	675 SF	\$39.00/ SF / Year
Ticketing Terminal – Suite 201	116 SF	\$39.00 / SF / Year
Ground Handler Offices in Terminal	650 SF	\$18.50 / SF / Year
Ground Handler Offices on Apron	320 SF	\$18.50 / SF/ Year

1. MGAA has all of the building maintenance & utility (water, electricity, etc.) responsibilities for space designated for CARRIER's exclusive use.
2. The rent per SF does not include any applicable taxes. The applicable taxes will be charged in addition to the rent.

EXHIBIT E

Incentives to Increase Air Service:

- 1) MGAA's approved Air Service Incentive Program (Effective January 1, 2017) is provided below:
<https://www.gatewayairport.com/policiesdocumentsandforms>
- 2) During the Term of this Agreement, if CARRIER maintains its Signatory Carrier status and pursuant to Part D of the Air Service Incentive Program, MGAA agrees to share non-Airline revenue (parking fees, rental car fees, food and beverage concessions, and retail concessions) with CARRIER as outlined below:

Fiscal Year EPAX Thresholds	Increase in Fiscal Year EPAX Above 900,000 Threshold	Percentage of Incremental Non-Airline Revenue Shared for Incremental Increase in EPAX Above Threshold
0 – 900,000	Not Applicable	0.0%
900,001 – 950,000	50,000 (900,001 – 950,000)	15.0%
950,001 - 1,000,000	50,000 (900,001 – 950,000) 50,000 (950,001 – 1,000,000)	15.0% 17.5%
1,000,001 – 1,050,000	50,000 (900,001 – 950,000) 50,000 (950,001 – 1,000,000) 50,000 (1,000,001 – 1,050,000)	15.0% 17.5% 20.0%
1,050,001 – 1,100,000	50,000 (900,001 – 950,000) 50,000 (950,001 – 1,000,000) 50,000 (1,000,001 – 1,050,000) 50,000 (1,050,001 – 1,100,000)	15.0% 17.5% 20.0% 22.5%
1,100,001 – 1,150,000	50,000 (900,001 – 950,000) 50,000 (950,001 – 1,000,000) 50,000 (1,000,001 – 1,050,000) 50,000 (1,050,001 – 1,100,000) 50,000 (1,100,001 – 1,150,000)	15.0% 17.5% 20.0% 22.5% 25.0%



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-56

To: Board of Directors
From: Lori Collins, C.M., Business & Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Sun Country, Inc. Air Carrier Operating Agreement
Date: December 16, 2025

Proposed Motion

To authorize the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Sun Country, Inc. for commercial air service at the Airport.

Narrative

Minnesota-based Sun Country Airlines offers affordable flights and vacation packages to destinations across the U.S. and in Mexico, Central America, and the Caribbean. Sun Country currently operates seasonal, non-stop service from the Mesa Gateway Airport to Minneapolis-St. Paul International Airport.

The Air Carrier Operating Agreement between the Authority and Sun Country outlines the requirements for offering commercial passenger service at the Airport, identifies the applicable charges for facilities and services at the Airport, and contractually obligates Sun Country to adhere to the Airport's Rules and Regulations and Minimum Standards.

Fiscal Impact

Variable revenues are difficult to forecast because they are based on passenger activity. However, the Airport anticipates increases in concessionaire revenue, rental car fees, Car Rental Facility Charges (CFC's), parking fees, Passenger Facility Charges (PFC's) and fuel service charges.

Attachment(s)

Air Carrier Operating Agreement



RESOLUTION NO. 25-56

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Sun Country, Inc. for commercial air service at the Airport;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Sun Country, Inc. for commercial air service at the Airport. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Mesa Gateway Airport Authority

Air Carrier Operating Agreement

with

Sun Country, Inc.

Effective Date: January 1, 2026

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MESA GATEWAY AIRPORT AUTHORITY AIR CARRIER OPERATING AGREEMENT

This Air Carrier Operating Agreement (the "Agreement") is executed to be effective the 1st day of January 2026 (the "Effective Date") between the **MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized under the laws of the State of Arizona ("MGAA"), and **SUN COUNTRY, INC.** ("CARRIER"). MGAA and CARRIER may be referred to collectively as "Parties," and each separately may be referred to as a "Party."

RECITALS:

A. MGAA is the owner and operator of the Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the "Airport"); and

B. MGAA has the right to enter into Agreement, license and grant the use of property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

C. CARRIER provides commercial airline services, charters, flight crews, aircraft and desires to use the Airport facilities for commercial operations; and

D. CARRIER desires to obtain certain non-exclusive rights to use the common use areas of the passenger terminal, services and privileges in connection with the use of the Airport and its facilities, and MGAA is willing to grant the same to CARRIER upon the terms and conditions hereinafter stated; and

E. The Parties agree to enter into this Agreement, specifying the rights and obligations of the Parties with respect to the operation of the Airport by MGAA and the use and/or occupancy of the Airport by CARRIER;

NOW, THEREFORE, for good and valuable consideration, the mutual covenants and conditions herein set forth and the sufficiency of which is agreed to by the Parties, the Parties hereby agree as follows:

1. PERMITTED ACTIVITIES AND CONDITIONS OF AIRPORT USE.

1.1 CARRIER shall have the right to use, in common with others, the passenger terminal, taxiways, runways and air navigational aids of the Airport for the purpose of conducting its Federal Aviation Regulation (FAR) Part 121 scheduled domestic operations, public charter, private charter and the landing and taking off of aircraft incidental thereto, and provided, however, such activities and services are performed in strict accordance with applicable MGAA Minimum Standards, upon terms and conditions as herein provided.

1.2 RESERVED.

1.3 CARRIER shall not engage in any other commercial or revenue producing activity at the Airport (excluding charter activities by CARRIER, and charter activities requested by MGAA) without first applying for and receiving written approval for such activity from MGAA. In the event any other commercial or revenue producing activity is engaged in by CARRIER prior to obtaining such approval, without waiver or limitation of any other remedies available to MGAA at law or equity, CARRIER hereby agrees to remit to MGAA the sum equal to TEN PERCENT (10%) of gross billings for such unauthorized activity, plus any expenses incurred by MGAA in the course of any audit conducted for all of CARRIER's activities.

- 1.4 CARRIER shall at all times comply with all Federal, State and local laws, ordinances, rules and regulations which are applicable to its operations or the Premises itself (including but not limited to the Americans with Disabilities Act), including all laws, ordinances, rules and regulations adopted after the Effective Date. CARRIER shall at all times comply with the MGAA Rules and Regulations, as the same may be amended from time to time in the Authority's sole and absolute discretion.

2. **TERM.**

- 2.1 Initial Term. Subject to earlier termination as provided herein, the term of this Agreement shall be one (1) year, commencing on the Effective Date (the "Term").
- 2.2 Renewal Term. Provided CARRIER is not then in default of this Agreement, the Term may be extended for one (1) year, without action by the Parties, unless otherwise terminated as provided herein.
- 2.3 Either Party may terminate this Agreement by providing the notified Party ninety (90) calendar days advance written notice of the terminating Party's intent to do so.

3. **NONEXCLUSIVE RIGHTS.**

CARRIER shall have non-exclusive rights to occupy and use the designated areas of the Airport while in compliance with the terms and conditions of this Agreement. All rights granted to CARRIER under this Agreement are nonexclusive, except as otherwise expressly stated in this Agreement. MGAA may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport that MGAA deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with CARRIER's use of the Airport.

- 3.1 CARRIER shall not schedule or advertise flight schedules originating from or destined for Mesa Gateway Airport without prior coordination with MGAA and confirmation from MGAA of terminal availability.

Pursuant to MGAA's Common Use Facilities Operating Procedures (attached as **EXHIBIT C**), CARRIER shall submit a copy of CARRIER's proposed schedule to MGAA no less than 60 days prior to the schedule effective date. Along with the schedule submission, CARRIER shall include the name and contact information of the individual responsible for setting CARRIER's schedule at the Airport.

- 3.2 MGAA shall provide CARRIER with common use of one (1) boarding gate and four (4) ticketing positions. In addition, CARRIER shall have common use access to additional ticket counters, gate hold rooms, and the baggage claim area for scheduled flight operations, the scheduling of such use is subject to the guidelines outlined in MGAA's Common Use Facilities Operating Procedures. Common use requirements shall be scheduled with MGAA's Operations & Maintenance department prior to any planned use.
- 3.3 MGAA has implemented Common Use Facilities Operating Procedures. MGAA reserves the right to modify said procedures from time-to-time, as it deems necessary in its sole and absolute discretion and authority to accomplish its purposes. CARRIER shall at all times comply with these operating procedures.
- 3.4 MGAA has implemented an Airport Security Program in a form acceptable to the Transportation Security Administration (TSA). MGAA reserves the right to modify said program from time-to-time, as it deems necessary to accomplish its purposes. CARRIER shall at all times comply with the Airport Security Program and indemnify, defend, hold and save MGAA, its board members, member governments, officers, officials, employees, and agents free and harmless for, from, and

against any violations of said Security Program caused, or alleged to be caused, by the acts, errors or omissions of CARRIER, its employees, agents, invitees or contractors.

4. RENTALS, FEES AND CHARGES.

- 4.1 General. Rent for use of any exclusive use space due and payable at the beginning of each month. All other fees are assessed at the time of each use, flight, or service, as applicable, and are due and payable no later than the twentieth (20th) day of the following month in which the use or activity occurred ("Fee Due Date"). The CARRIER shall self-report its flight activity monthly to MGAA pursuant to Section 5. Delinquent rents and fees shall be assessed a finance charge in accordance with Section 4.11.2. Any ground handling services requested of MGAA or other authorized service provider by Carrier shall be governed by a separate agreement. In any event, CARRIER shall be the responsible party for the purposes of this Air Carrier Operating Agreement, and therefore CARRIER shall pay, or cause to be paid, to MGAA, the fees and charges as outlined below:
- 4.2 Landing Fees. CARRIER shall pay a landing fee at a rate equal to the amount reflected on the most current Airport Rates & Charges Schedule at the time of the aircraft operation, for each flight operated by or in conjunction with CARRIER that is subject to a landing fee. The weight used to determine the landing fee for any particular aircraft shall be its maximum certificated gross landing weight (MGLW), as certified by the Federal Aviation Administration.
- 4.3 Terminal Use Fees. Terminal Use includes ticket counter(s) and lobby area, secure hold room and boarding area podium, aircraft parking position, baggage claim area, and common use computer equipment per flight. CARRIER shall pay MGAA a Terminal Use Fee in the amount reflected on the most current Airport Rates & Charges Schedule.
- 4.4 Common Use Set-up and Operating Fees. CARRIER shall pay MGAA for common use terminal equipment, internet connection, and dark fiber per the most current Airport Rates & Charges Schedule.
- 4.5 Aircraft Parking Fees. CARRIER shall pay MGAA a fee per the most recent Airport Rates & Charges Schedule for any aircraft occupying an aircraft parking position, including terminal gates and remote parking positions, for more than three hours; and for any portion of each 24-hour parking period. This fee shall be waived if the aircraft performed a revenue service operation the day prior or will perform a revenue service operation the day after being parked for more than three hours.
- 4.6 Passenger Facility Charges. CARRIER shall pay monthly to MGAA, on or before the Twentieth (20th) day of each month (the "Due Date"), a PFC in the amount of Four and 50/100 Dollars (\$4.50) for each Enplaned Passenger departing the Airport on an CARRIER Revenue Flight during the previous calendar month. The collection of said fees by CARRIER shall be subject to the terms, conditions and methods of collection set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110, at it now exists or is modified hereafter (the "PFC Act") and 14 CFR 158.53.
- 4.7 Monthly Tie Down Fees. CARRIER shall pay Monthly Tie Down Fees per Rates and Charges.
- 4.8 Fueling Fees. CARRIER shall execute a Fuel Service Agreement with MGAA coterminous with this Agreement.
- 4.9 Aircraft Ramp Space and Services. CARRIER shall pay MGAA monthly for any aircraft line services, out-of-station Aircraft Rescue and Firefighting (ARFF) services, operations safety officers, ground service equipment use, fuel spill response teams and any other space or service requirements as specified in the Airport Rates & Charges Schedule or, if not so specified in that Schedule, as determined by MGAA (collectively, "Additional Services").

- 4.10 Other Fees. Unless specified otherwise herein, CARRIER shall pay MGAA for its usage or rental of MGAA equipment and the performance of services by MGAA within TEN (10) business days of CARRIER's receipt of an invoice (the "Due Date") for same from MGAA. The amount of such fees shall be as provided by separate agreement between CARRIER and MGAA, or, in the absence of such agreement, as specified in the most current Airport Rates and Charges Schedule or Airport Fees, Services & Rental Rates in effect when the charge or fee was incurred. Failure to remit payment by the Due Date may result in the suspension of further equipment rentals or services until payment is made to MGAA in full.
- 4.11 Requirements. With regard to the fees and charges specified in this SECTION 4, the following conditions and considerations shall apply:
- 4.11.1 Airport Rates & Charges Schedule. The Airport Rates & Charges Schedule and Airport Fees, Services and Rental Rates referred to in this Agreement may be revised from time to time. CARRIER shall pay the most current fee(s) at the time of the event or service, as applicable, unless specifically outlined in this Agreement. The current Airport Rates & Charges Schedule and the Airport Fees, Services and Rental Rates are attached as **EXHIBIT A** and is subject to change without prior notice or approval of CARRIER.
- 4.11.2 Finance Charges and Late Fees. If CARRIER fails to pay any charge due and owing to MGAA in full on or before the applicable due date, CARRIER shall be responsible for interest on the unpaid fee or charge at the rate of EIGHTEEN PERCENT (18%) per annum from the due date until payment in full is made. In addition, in the event any payment is received more than TEN (10) days after the due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent amount shall be due and payable in addition thereto.
- 4.11.3 Books and Records. CARRIER shall maintain permanent books, records and ledgers accurately reflecting the total passengers, and total number of monthly aircraft landings for all aircraft subject to a landing fee indicating the make, type (including model designation), registration number, maximum certificated gross landing weight, and arrival and departure time of each aircraft involved. These records shall be made available to MGAA upon request. MGAA may audit the books, records and ledgers maintained by CARRIER in accordance with this SECTION 4. In the event an audit reveals a deficiency of TWO PERCENT (2%) or greater in the amount of payment made pursuant to this SECTION 4, CARRIER shall not only pay such deficiency but also the cost of any audit performed by MGAA.

5. REPORTING REQUIREMENTS.

- 5.1 CARRIER shall file with MGAA written reports for the items specified below no later than the TENTH (10th) day of the calendar month following the month in which the specified activities occurred (the "Due Date"). Such reports shall cover all of CARRIER's Airport activities during said month, and include activity handled by CARRIER for other Air Transportation Companies not having an agreement with MGAA providing for its own submission of activity data to MGAA.
- 5.1.1 A complete listing of all of CARRIER's actual aircraft landings at the Airport, including aircraft type and MGLW; and a listing, by destinations, of the number of flights that qualify under applicable waiver agreements for any landing fee waivers;
- 5.1.2 A complete listing of CARRIER's Enplaned Passengers and Deplaned Passengers, specified by and including the type of aircraft;
- 5.1.3 A complete listing, by date and flight number, of CARRIER's commercial cargo loaded and off loaded.

- 5.2 MGAA shall have the right to rely on said activity reports in determining rentals and other charges due hereunder; provided, however, CARRIER shall have full responsibility for the accuracy of said reports. Payment deficiencies due to incomplete or inaccurate activity reports shall be subject to interest charges as set forth in SECTION 4.11.2 herein.
- 5.3 CARRIER shall at all times maintain and keep books, ledgers, accounts or other records wherein are accurately kept all entries reflecting the activity statistics to be reported pursuant to SECTION 5. Such records shall be retained by CARRIER for a period of THREE (3) years subsequent to the activities reported therein, or such other retention period as set forth in 14 CFR Part 249.7, and made available at Mesa, Arizona for audit and/or examination by MGAA or its duly authorized representative during all normal business hours. CARRIER shall produce such books and records at Mesa, Arizona within THIRTY (30) calendar days of MGAA's notice to do so or pay all reasonable expenses, including but not limited to, transportation, food, lodging and other related expenses, necessary for an auditor selected by MGAA to audit said books and records.
- 5.4 The cost of audit, with the exception of the aforementioned expenses, shall be borne by MGAA; provided, however, the total cost of said audit shall be borne by CARRIER if either or both of the following conditions exist:
- 5.4.1 The audit reveals an underpayment of more than TWO PERCENT (2%) of rentals, fees and charges due hereunder, as determined by said audit; and/or
- 5.4.2 CARRIER has failed to maintain true and complete books, records, accounts and supportive source documents in accordance with SECTION 5.
- 5.5 Payments. All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, by check made payable to the Mesa Gateway Airport Authority and delivered to:

Mesa Gateway Airport Authority
Attn.: Accounts Receivable
5835 S. Sossaman Road
Mesa, Arizona 85212-0614

6. INSURANCE.

- 6.1 General. CARRIER shall procure and maintain the following types and amounts of insurance for its operations at the Airport throughout the Term of this Agreement and any extension thereto:

Aircraft Liability insurance covering third party bodily injury and property damage, and passenger and contractual liabilities which shall protect and indemnify MGAA from any and all claims arising in connection with aircraft movement on the Airport in amounts as are customarily carried by a carrier of like kind and size, but in no event less than \$250,000,000.00 per occurrence. Such insurance shall also insure against third party liabilities arising from War Risk perils.

Airport Premises Liability insurance third party bodily injury and property damage, including coverage for "premises/operations," "products and completed operations," "host liquor" and "blanket contractual" liabilities in an amount not less than \$250,000,000.00 per occurrence.

Comprehensive Automobile Liability insurance for all owned, non-owned and hired vehicles operated airside on the Airport that are assigned to or used in the performance of commercial activities in the amount of \$5,000,000.00 per occurrence or combined single limit. If any hazardous materials are transported in conjunction with CARRIER's business operations at or on the Airport, an MSC 90 endorsement shall be required in addition thereto.

Workers' Compensation insurance, as required by law, and *Employer's Liability* insurance in the amount of \$1,000,000.

6.2 Additional Insurance. At any time during the Term of this Agreement, including any extension thereto, MGAA may, in its reasonable determination decide that the insurance coverage required by this SECTION 6 is no longer adequate, require CARRIER to increase its coverage to commercially reasonable amounts.

6.3 Blanket Insurance. CARRIER's insurance obligations under this Agreement may be satisfied by means of the general corporate "blanket" policies carried by it and evidenced by the insurance carrier's standard certificates thereof.

6.3.1 Use of Proceeds. Proceeds of any liability and property damage insurance required under this SECTION 6 shall be applied toward extinguishing, satisfying or remedying the liability, loss or damage with respect to which such proceeds may be paid.

6.4 Indemnity. To the fullest extent permitted by law CARRIER (as "indemnitor") shall indemnify, defend, hold and save MGAA, its board members, and its member governments, officers, officials, employees, and agents (as "indemnitee") free and harmless of, for, from and against any and all Losses caused in whole or in part by (a) any act or omission of CARRIER (including indemnitor's officers, officials, agents, employees, contractors or invitees), (b) CARRIER's operations at the Airport, (c) CARRIER's violations of said Security Program caused, or alleged to be caused, by the acts, errors or omissions of CARRIER, its employees, agents, invitees or contractors, or (d) any default by CARRIER hereunder. This indemnification shall exclude responsibility for any consequential damages and for claims arising by reason of the negligent or wrongful act of MGAA or its employees, contractors or agents. For purposes hereof "Losses" shall mean any and all losses, liabilities, judgments, suits, claims, damages, fines, penalties, costs and expenses (including reasonable attorneys and consultant fees, investigation costs, monitoring costs, remediation costs, and court costs), of any kind or nature." In carrying out the defense of any claim subject to its indemnification obligations hereunder, CARRIER shall use counsel reasonably acceptable to MGAA.

6.5 Insurance Form. Each insurance policy obtained pursuant to this SECTION 6, except for Workers' Compensation and Employer Liability policies, shall: (i) name MGAA as a certificate holder or an additional insured to the extent of Operator's contractual indemnity obligations; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to MGAA not less than THIRTY (30) calendar days before such cancellation or modification takes effect (TEN (10) days in the case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of MGAA. Operator shall not permit any insurance policy to be canceled or modified without MGAA's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A - VII or higher from the A.M. Best Company, or an equivalent rating approved by MGAA.

7. DISABLED OR ABANDONED AIRCRAFT.

7.1 Removal of Disabled Aircraft. Should any aircraft owned or operated by CARRIER, through accident or for any other reason, become disabled or be abandoned in any area which could interfere with the continuous, normal operations of any of the runways, taxiways and airfield facilities at the Airport, CARRIER shall, at CARRIER'S sole cost and expense:

7.1.1 Immediately remove said aircraft to such location as may be designated by MGAA, unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agency or agencies of the federal government; and

7.1.2 In the event of any accident where federal investigation in place is required,

immediately upon receiving clearance to do so from the appropriate federal agency, remove said aircraft and any wreckage or debris resulting therefrom to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by MGAA.

- 7.2 Failure to Remove Disabled Aircraft. Should CARRIER fail to proceed immediately to remove disabled aircraft, or should aircraft owned or operated by CARRIER be abandoned on the Airport, MGAA shall have the right to remove such aircraft by any means MGAA deems necessary under the circumstances, and CARRIER shall, to the fullest extent permitted by law, indemnify, defend, keep and hold MGAA, its members, board of directors, officers, agents, officials, servants, employees and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense (including costs of suit and attorneys' fees and expenses) incurred by MGAA or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal, as well as storage costs therefor. CARRIER shall reimburse MGAA for any costs incurred by MGAA in removing and storing any aircraft, at MGAA's sole discretion, and as provided herein in performing authorized maintenance on its aircraft on the Airport.
- 7.3 Sound and Noise Suppression. CARRIER shall comply fully with Airport Rules & Regulations and Minimum Standards when performing high-speed engine test operations at the Airport, if any, and SECTION 10.3 to mitigate excessive ambient sound and/or noise that may be generated incident thereto and that have or may have an adverse effect on other Airport tenant operations and the surrounding community. CARRIER acknowledges and agrees that the Airport Rules & Regulation for such test operations may change from time to time at MGAA's sole and absolute discretion. CARRIER also agrees that any costs associated with compliance with Airport Rules & Regulations for sound or noise suppression or mitigation shall be borne solely by CARRIER.

8. ENVIRONMENTAL COMPLIANCE.

CARRIER shall at all times during the existence of this Agreement promptly observe and comply with applicable Federal, State, and local laws, regulations, rules and standards concerning the environment (collectively, the "Environmental Laws"). CARRIER shall be responsible for collecting, storing, recycling and/or disposing of its hazardous or toxic waste, if any, in compliance with the Environmental Laws governing the storage and disposal of hazardous or toxic waste. CARRIER shall ensure its employees and agents are aware that domestic drains, storm drains, or industrial waste drains shall not be used to dispose of gasoline, hydraulic fluid, solvents, concentrated cleaning agents or any other hazardous or toxic materials. Where so required, MGAA may act on behalf of CARRIER, as and if appropriate, to dispose of CARRIER's waste, sign manifests on behalf of CARRIER and assign such disposal to CARRIER's EPA identification (ID) number. CARRIER shall repay MGAA the costs and fees for doing so within TEN (10) days of demand therefor. CARRIER shall, to the fullest extent permitted by law, indemnify, defend and hold MGAA, its members, board of directors, officers, agents, officials, employees, and contractors harmless from and against any and all claims, costs, loss, liability, actions, suits, proceedings, damage or expense including, but not limited to, the costs of suit and reasonable attorneys' fees and expenses of any nature whatsoever arising out of or related to CARRIER's failure to comply with the Environmental Laws.

9. TAXES AND RELATED IMPOSITIONS.

In the event any governmental authority shall impose a tax or imposition based upon this Agreement, upon CARRIER or its aircraft, or upon payments to be made hereunder, CARRIER shall pay such amounts either to MGAA or the appropriate governmental authority on or before any delinquency date. Specifically, CARRIER shall be responsible for any transaction privilege, sales, excise or other similar tax except income taxes as a result of this Agreement. CARRIER shall also pay all licensing or permitting fees necessary or required by law for the conduct of its aeronautical operations hereunder, or any other matters hereunder. CARRIER shall be responsible for any property interests created hereunder, which may constitute or be deemed to be

a possessory interest for purposes of taxation.

10. RULES, REGULATIONS AND MINIMUM STANDARDS.

- 10.1 CARRIER shall at all times comply with all federal, State and local laws and ordinances, rules and regulations, which are applicable to its operations, or the operation, management, maintenance, or administration of the Airport, including but not limited to the Americans with Disabilities Act, and all laws, ordinances, rules and regulations adopted after the Effective Date. CARRIER shall at all times comply with Airport Rules and Regulations, and Minimum Standards established by MGAA regarding operation and maintenance of the Airport, copies of which are attached as **EXHIBIT B** and are incorporated herein. CARRIER will be responsible for controlling and preventing disruptive pedestrian and vehicle traffic, if any, associated with its activities on the Airport. CARRIER also shall display or provide copies to MGAA of any permits, licenses, or other evidence of compliance with laws upon request.
- 10.2 MGAA shall operate the Airport in compliance with all applicable Federal state and local laws, ordinances, rules and regulations, and shall enforce the Airport Rules and Regulations established by it to ensure the effective and orderly operation of the Airport, and to prevent any disruption caused by CARRIER's operations at and on the Airport.
- 10.3 CARRIER acknowledges receipt of and agrees to abide by MGAA's *Fly Friendly* noise abatement procedures and will provide such information to flight crews and/or students, post the information in CARRIER's flight planning area, and use the procedures to the extent possible when consistent with safety and air traffic control directives.

11. DEFAULT: TERMINATION BY MGAA.

- 11.1 General Grounds. MGAA may terminate this Agreement upon the occurrence of any of the following events:

- 11.1.1 Failure of CARRIER to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by MGAA to CARRIER of a written notice of such failure.
- 11.1.2 The filing of any lien against the Airport because of any act or omission of CARRIER which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by CARRIER.

CARRIER may terminate this Agreement upon the occurrence of any of the following events:

- 11.1.3 Failure of MGAA to perform any of its obligations under this Agreement, or any other contract, license or agreement between the Parties, which failure shall not be cured within FIVE (5) business days after delivery by CARRIER to MGAA of a written notice of such failure.
- 11.1.4 The filing of any lien against the CARRIER because of any act or omission of MGAA which is not discharged within FIVE (5) business days of receipt of actual notice of such lien by MGAA.
- 11.2 Failure to Pay Fees. MGAA may declare CARRIER in default of this Agreement by giving CARRIER FIVE (5) business day's written notice of CARRIER's failure to timely pay any fees or payments due pursuant to this Agreement. If CARRIER fails to cure such payment default within said FIVE (5) business day period, MGAA may, in its sole discretion, elect to do any one or more than one of the following:

11.2.1 Institute action(s) to enforce this Agreement; or

11.2.2 Terminate this Agreement automatically without further notice to CARRIER; or

11.2.3 Exercise any other remedy allowed by law or equity.

11.3 Failure to Provide Insurance. In the event CARRIER at any time fails to maintain all insurance coverage required by this Agreement, MGAA shall have the right, upon written notice to CARRIER, to immediately terminate this Agreement or secure the required insurance at CARRIER's expense.

11.4 No Waiver by MGAA. No waiver by MGAA of any default by CARRIER in the performance of its obligations under this Agreement shall be deemed to be a waiver of any subsequent default by CARRIER in the performance of any such obligations.

12. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern this Agreement and the matters set forth therein, without regard to its conflict of law principles. Venue of any action brought under this Agreement shall, at the option of MGAA, lie in Maricopa County, Arizona. In the event of any litigation or arbitration between MGAA and CARRIER arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

13. NONWAIVER.

MGAA's right to revoke this Agreement shall be absolute. Any election by MGAA to not enforce any provision of this Agreement, or any failure by MGAA to exercise any of the remedies allowed MGAA under this Agreement, shall not operate as a waiver by MGAA of any of its right hereunder.

14. ASSIGNMENT.

CARRIER shall not assign or transfer any right or interest in this Agreement.

15. OTHER RESTRICTIONS.

CARRIER shall comply with all rules, laws, ordinances, and statutes of any governmental authority having jurisdiction over the Airport or the matters provided in this Agreement.

16. AIRPORT SECURITY.

MGAA maintains an approved Airport Security Plan (the "Security Plan") pursuant to 49 CFR Parts 1540 and 1542. CARRIER shall at all times comply with the Security Plan and the written and verbal directives issued by MGAA supporting the Security Plan.

16.1 CARRIER shall immediately correct physical or procedural deficiencies which are contrary to the Security Plan, security directives, security bulletins, or verbal notifications existing now or in the future. CARRIER is responsible for maintaining security practices, facilities, and perimeter boundaries on their leasehold that meet the security standards of the Security Plan.

16.2 CARRIER shall, to the fullest extent permitted by law, indemnify, defend, and hold MGAA harmless for, from, and against any violations of the Security Plan committed by any agents, employees, invitees, subcontractors, or independent contractors of the CARRIER.

16.3 CARRIER shall conduct and document all self-audits and self-inspections as required by the TSA or MGAA and make such audits available for inspection.

16.4 CARRIER shall designate a primary security coordinator to receive security -related briefings,

bulletins, and sensitive security information (“SSI”).

- 16.5 MGAA reserves the right to modify the Security Plan from time-to-time, as necessary, or as directed by the TSA.

17. AIRPORT SECURITY BADGE.

- 17.1 CARRIER employees/contractors that require a badge shall be obligated to complete all training and comply with all security requirements and directives issued by MGAA, TSA, or other entities having jurisdiction at MGAA.
- 17.2 CARRIER and employees/contractors shall comply with all security-related audits, inspection, and screenings conducted by MGAA.
- 17.3 CARRIER will immediately notify MGAA and promptly return badges to the Airport Badging Office when badge holders terminate employment, the badge is no longer needed, or the employee/contractor is on extended leave.
- 17.4 Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges.

18. FEDERAL AVIATION ADMINISTRATION (FAA) GRANT ASSURANCES.

During the performance of this Agreement, CARRIER, for itself, its assignees, and successors in interest agrees as follows:

- 18.1 Compliance with Regulations. CARRIER (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 18.2 Nondiscrimination. CARRIER, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CARRIER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 18.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by CARRIER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CARRIER of CARRIER’s obligations under this Agreement and the Non-discrimination Acts and Authorities on the grounds of race, color, or national origin.
- 18.4 Information and Reports. CARRIER will provide all information and reports required by the acts, the regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MGAA or the Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of CARRIER is in the exclusive possession of another who fails or refuses to furnish the information, CARRIER will so certify to MGAA or the FAA as appropriate and will set forth what efforts it has made to obtain the information.
- 18.5 Sanctions for Non-compliance. In the event of a CARRIER’s non-compliance with the Nondiscrimination provisions of this Agreement, MGAA will impose such contract sanctions as it

or the FAA may determine to be appropriate, including, but not limited to:

18.5.1 withholding payments, if any, to CARRIER under the Agreement until CARRIER complies; and/or

18.5.2 cancelling, terminating, or suspending the Agreement, in whole or in part.

18.6 Incorporation of Provisions. CARRIER will include the provisions of SECTIONS 18.1 through 18.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, the regulations and directives issued pursuant thereto. CARRIER will take action with respect to any subcontract or procurement as MGAA or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if CARRIER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CARRIER may request MGAA to enter into any litigation to protect the interests of MGAA. In addition, CARRIER may request the United States to enter into the litigation to protect the interests of the United States.

18.7 CARRIER for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that CARRIER will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19. TITLE VI.

19.1 General Civil Rights. In all its activities within the scope of its airport program, CARRIER agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. CARRIER understands and acknowledges that the FAA requires inclusion of and adherence to the terms and conditions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) ("Title VI") in all airport/aviation agreements where MGAA receives federal funding, including the Agreement in this instance.

If the CARRIER transfers its obligation to another, the transferee is obligated in the same manner as the CARRIER.

The above provision obligates the CARRIER for the period during which the property is owned, used or possessed by the CARRIER and the airport remains obligated to the FAA.

19.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CARRIER, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to the following (which MGAA is required to disclose and include in such Agreement and other agreements, pursuant to FAA regulation):

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

20. NOTICE.

- 20.1 All notices required or permitted under this Agreement shall not be deemed effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

TO MGAA: Mesa Gateway Airport Authority
Attn.: Business Development Department
5835 S. Sossaman Road
Mesa, Arizona 85212-0614

TO CARRIER: Sun Country, Inc.
Attn: Senior Director of Airport Affairs
2005 Cargo Road
Minneapolis, MN 55450

- 20.2 Notices shall be deemed to have been received TWO (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this SECTION.

21. PRIOR AGREEMENTS AND PERMITS.

Upon execution hereof, this Agreement shall supersede and cancel any prior agreements between MGAA and CARRIER with respect to the business activities governed hereby. CARRIER shall not construe MGAA's execution of this Agreement as a waiver of any prior indebtedness or obligation to MGAA under any prior agreement or license, nor does MGAA waive any claim or cause of action arising therefrom.

22. CORPORATE AUTHORIZATION.

In executing this Agreement, CARRIER represents and warrants to MGAA that if CARRIER is a corporation, CARRIER has obtained and been granted the full right, power and authority to enter into this Agreement.

23. MISCELLANEOUS.

- 23.1 Personal Liability. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.
- 23.2 No Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.
- 23.3 Non-Waiver of Rights. No waiver or default by MGAA of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by CARRIER shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by CARRIER, and MGAA shall not be restricted from later enforcing any of the terms and conditions of this Agreement.
- 23.4 Amendment. Only a written instrument executed by the Parties may amend this Agreement.
- 23.5 Invalid Provisions. Should any provision of this Agreement or any application thereof be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.
- 23.6 Headings. The headings contained herein are for convenience in reference only and are not intended

to define or limit the scope of this Agreement or any term thereof.

- 23.7 Entire Agreement. This Agreement, including **EXHIBITS** attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

24. INCORPORATION OF RECITALS.

The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date specified above.

CARRIER:

SUN COUNTRY, INC.

MGAA:

MESA GATEWAY AIRPORT AUTHORITY,
a joint powers authority authorized by the State of
Arizona

By: _____

By: _____

Name: R. Brian Davis

Name: J. Brian O'Neill, A.A.E

Title: Vice President Ground
Operations

Title: Executive Director/CEO

Date: _____

Date: _____

EXHIBIT A

AIRPORT RATES & CHARGES SCHEDULE

AIRPORT FEES, SERVICES AND RENTAL RATES SCHEDULE

(Link)

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT B

AIRPORT MINIMUM STANDARDS

AIRPORT RULES AND REGULATIONS

(Link)

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT C

CUSE PROCEDURES

(Link)

<https://www.gatewayairport.com/policiesdocumentsandforms>



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-57

To: Board of Directors
From: Lori Collins C.M., Business & Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: SkyBridge Arizona Master Plan update
Date: December 16, 2025

Proposed Motion

To authorize the updated Master Plan concept for the SkyBridge Arizona development.

Narrative

The Mesa Gateway Airport Authority ("MGAA") and Mesa SkyBridge, LLC ("SkyBridge") entered into a Master Development Agreement on November 21, 2017 for approximately 360-acres located at the southeast corner of Sossaman Road and Velocity Way ("Property"). To date, SkyBridge has constructed Phase 1 utilities and roadway infrastructure including portions of Skybridge Boulevard, International Way and Peak Air Circle and delivered four (4) buildings, totaling nearly 650,000 square feet, all of which are fully leased.

The Initial Master Plan, which was approved by the MGAA Board of Directors in 2019, featured aeronautical development opportunities with a heavy mix of industrial / non-aeronautical buildings. Since then, there have been dramatic changes in the Southeast Valley commercial real estate submarket, with more than 35 million square feet of industrial buildings constructed. SkyBridge has responded to this by proposing to modify their Master Plan by adding an additional taxilane to activate more lots for aeronautical development.

Attachment(s)

Proposed Master Site Plan



RESOLUTION NO. 25-57

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize the updated Master Plan concept for the SkyBridge Arizona development;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the updated Master Plan concept for the SkyBridge Arizona development. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

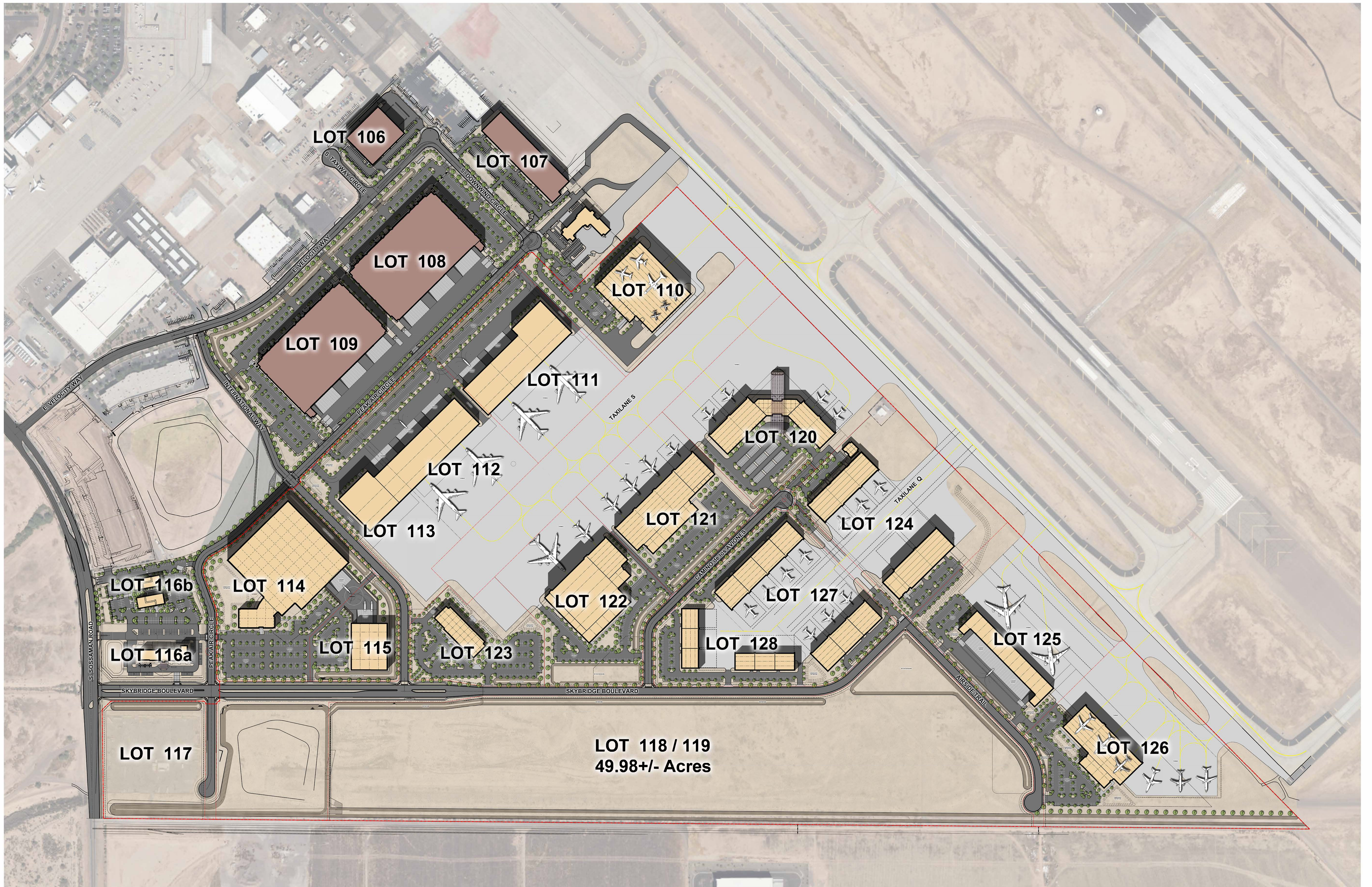
Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



CONCEPTUAL MASTER SITE PLAN
400' 200' 100' 0'
SCALE = 1" = 200'-0"



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Board Action Item

Re: Resolution 25-58

To: Board of Directors
From: Lori Collins, C.M., Business & Economic Development Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Gateway East – Lots 200 and 202B Development Lease and Amendment
Date: December 16, 2025

Proposed Motion

To authorize a Development Lease with Boyer Gateway East Mesa Retail 1, L.C., a Utah limited liability company, for 2.47 acres (107,651 square feet), located within the Gateway East project and identified as Lots 200 and 202B, with a lease term of SIXTY-FIVE (65) years commencing on January 1, 2026, and to authorize a Third Amendment to the Master Lease with Boyer Gateway East L.C., to concurrently remove Lots 200 and 202B from the Master Lease Agreement.

Narrative

The Mesa Gateway Airport Authority ("MGAA") and Boyer Gateway East, L.C. (Boyer) entered into a Master Lease Agreement on June 21, 2022, for approximately 110 acres located on the east side of the airport, south and west of Ellsworth Road and State Route 24. The Master Lease Agreement transferred leasehold control of the Property to Boyer, but it did not convey vertical development rights. As part of the Master Lease, MGAA and Boyer agreed to "spin out" property from the Master Lease into Development Leases as projects become ready for vertical development.

Boyer intends to construct two (2) single-story multi-tenant retail shop buildings consisting of approximately 17,100 total square feet, along with outdoor patio area, which are estimated to cost in excess of \$10,000,000. The lots are 2.47 acres (107,651 square feet) and have been identified as non-aeronautical parcels. A reciprocal easement for the purpose of pedestrian and vehicular access, ingress, and egress and vehicular parking was previously granted on Lot 202B. The proposed development is compliant with the Gateway East Master Plan, City of Mesa Planned Area Development (PAD) zoning and the Gateway East Design Guidelines.

Agreement Term and Rate

The Boyer Gateway East Mesa Retail 1, L.C Development Lease proposes a lease term of SIXTY-FIVE (65) years. The base rent for Lots 200 and 202B will be \$0.00 annually through the end of the second (2nd) lease year and \$59,208.05 annually beginning on the third (3rd) anniversary of the effective date.

Attachment(s)

Boyer Gateway East Mesa Retail 1, L.C Development Lease
Master Lease Amendment #3



RESOLUTION NO. 25-58

WHEREAS, the Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority formed pursuant to Arizona Revised Statute §28-8521 *et seq.* owns and operates the Mesa Gateway Airport (“Airport”); and

WHEREAS the Authority desires to authorize a Development Lease with Boyer Gateway East Mesa Retail 1, L.C., a Utah limited liability company, for 2.47 acres (107,651 square feet), located within the Gateway East project and identified as Lots 200 and 202B, with a lease term of SIXTY-FIVE (65) years commencing on January 1, 2026. WHEREAS the Authority desires to authorize a Third Amendment to the Master Lease with Boyer Gateway East L.C., to concurrently remove Lots 200 and 202B from the Master Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes a Development Lease with Boyer Gateway East Mesa Retail 1, L.C., a Utah limited liability company, for 2.47 acres (107,651 square feet), located within the Gateway East project and identified as Lots 200 and 202B, with a lease term of SIXTY-FIVE (65) years commencing on January 1, 2026. The Board of Directors of the Authority also authorizes a Third Amendment to the Master Lease with Boyer Gateway East L.C., to concurrently remove Lots 200 and 202B from the Master Lease Agreement. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 16th day of December, 2025.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Mesa Gateway Airport Authority

DEVELOPMENT LEASE

with

BOYER GATEWAY EAST MESA RETAIL 1, L.C.

Effective Date: January 1, 2026

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Mesa Gateway Airport Authority
DEVELOPMENT LEASE

This Development Lease (the “**Lease**”) is executed to be effective the FIRST (1st) day of JANUARY, 2026 (the “**Effective Date**”) between the **MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“**Lessor**”), and **BOYER GATEWAY EAST MESA RETAIL 1, L.C.**, a Utah limited liability company, authorized to do business in the State of Arizona (“**Lessee**”). Lessor and Lessee may be referred to jointly as “**Parties**,” and each separately may be referred to as a “**Party**.”

WITNESSETH:

A. Lessor is the owner and operator of the Mesa Gateway Airport generally located at the intersection of Ray Road and Sossaman Road, City of Mesa, Maricopa County, Arizona (the “**Airport**”); and

B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain real property at the Airport located at the southeast corner of Aviation Way and Tailwind Avenue, consisting of 107,651 square feet, and described as Lot 200 and Lot 202B, as set forth in **EXHIBIT A** attached hereto (the “**Premises**”) on the terms and conditions set forth herein; and

C. The Premises is identified in the Master Plan and the Airport Layout Plan as a Non-Aeronautical Development Parcel;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. LEASE.

Lessor hereby leases the Premises to Lessee, subject to the matters set forth on **EXHIBIT C**, (the “**Permitted Exceptions**”), and further subject to all operational and use restrictions and other terms and conditions set forth in this Lease.

1.1 Right to Use Premises. Lessor agrees that so long as no Event of Default shall have occurred and is continuing, Lessee shall peaceably have and enjoy the use of the Premises without hindrance from Lessor and those claiming through Lessor. Lessee specifically acknowledges that Lessee has inspected the Premises prior to entering into this Lease and agrees to accept the Premises in an “as is, where is” condition without any warranty or representation from Lessor, either express or implied, of any kind or nature whatsoever with respect to the Premises, including, but not limited to, any warranty of merchantability, habitability, or fitness for any particular or specific purpose, and all such warranties are hereby disclaimed, except for representations and warranties contained in this Lease. Should Lessee desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Lessee shall be responsible for the same at Lessee’s sole expense. Lessor agrees to cooperate with Lessee, at no or nominal cost to Lessor, in connection with such activities and undertakings.

1.2 Reserved.

1.3 Access. Lessee is granted the right of reasonable access to and from the Premises via such portions of the Airport as are or may be necessary to allow Lessee to conduct its business operations permitted herein at and on the Premises and the Airport. Lessor reserves the right to designate the location of such access

and to change its location from time to time, as Lessor deems reasonably necessary and appropriate; provided such changes do not materially interfere with Lessee's use of or access to the Premises.

1.4 Permitted Uses. Subject to the provisions of SECTION 1.5, Lessee may use the Premises for restaurants, retail stores, and service-oriented businesses, and for no other use. Lessee shall not use any portion of the Premises for a Prohibited Use, which Prohibited Uses are set forth on **EXHIBIT F**. Lessee's use of the Premises and operation of its business at and on the Airport and the Premises is subject to all applicable laws, rules and regulations of any governmental authority, including Lessor.

1.5 Prohibited Activities. Lessee shall not use or permit its agents, employees, contractors, invitees, licensees or customers to use the Premises or the Airport for any use that is in violation of the Permitted Exceptions or applicable laws, rules, regulations and operating policies of any governmental authority, including Lessor, or for any other activity or operation not specified in SECTION 1.4 herein, or that does not have advance, written approval of Lessor's Executive Director.

1.6 On-Site Manager. Upon commencement of business operations at and on the Premises and the Airport, Lessee shall designate a manager for the Term (as defined below) who shall be available to Lessor and Lessee's customers, if any, during normal business hours.

1.7 Lessee Acknowledgement. Lessee acknowledges and agrees that its obligations to pay Base Rent and all other charges due and owing under the terms hereof shall be absolute and unconditional, and shall not be affected by any circumstances whatsoever, including, without limitation: (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or the United States of America or anyone else for any reason whatsoever; (ii) the Permitted Exceptions; (iii) the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease or any lack of right, power or authority of Lessor or Lessee to enter into this Lease; (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, or any other person; or (v) any other cause, whether similar or dissimilar to the foregoing, any future or present law notwithstanding, it being the intention of the Parties hereto that all rent being payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times provided herein.

2. **TERM.**

The initial term of this Lease shall be for a period of SIXTY-FIVE (65) years, commencing on the Effective Date and terminating on DECEMBER 31, 2090 thereafter (the "**Term**").

3. **NONEXCLUSIVE RIGHTS.**

Lessee shall have the exclusive right to occupy and use the Premises while in compliance with the terms and conditions of this Lease, subject to SECTION 27 below. All other rights granted to Lessee under this Lease with respect to the Airport, not including the Premises, are nonexclusive. Lessor may, in its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport (but not the Premises except as set forth in SECTIONS 26.1.3 and 27 below) that Lessor deems appropriate, or conduct such activities itself, provided that such activities do not require or materially interfere with Lessee's use of the Premises.

4. **RENT.**

4.1 Base Rent. Subject to SECTIONS 4.3 and 4.4 herein, Lessee agrees to pay Lessor rent for the use of the Premises (the "**Base Rent**") as follows:

<u>Period</u>	<u>Rent PSF Per Year</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
Effective Date through day immediately prior to the SECOND (2 nd) anniversary of the Effective Date	\$0.00	\$0.00	\$0.00
SECOND (2 nd) anniversary of the Effective Date through day immediately prior to THIRD (3 rd) anniversary of the Effective Date	\$0.55	\$4,934.00	\$59,208.05

The Base Rent shall be payable in advance, without any prior demand therefor and without any abatement, deductions or set-offs whatsoever, and tendered in lawful currency of the United States, either by check or electronic transfer.

4.2 Reserved.

4.3 Annual Increases. Starting on the THIRD (3rd) anniversary of the Effective Date and every anniversary of the Effective Date thereafter other than on an anniversary where the annual Base Rent will be adjusted pursuant to SECTION 4.4, the annual Base Rent paid by Lessee shall be increased by TWO AND ONE-HALF PERCENT (2.5%).

4.4 Market Adjustments to Base Rent.

4.4.1 In addition to the annual increases provided for in SECTION 4.3, on (a) the FIFTEENTH (15th) anniversary of the Effective Date of this Lease, and (b) each subsequent FIFTEEN (15) year anniversary of the date set forth in preceding subsection (a), the annual Base Rent shall be increased (but never decreased) (the “**Adjustment Date(s)**”) as hereinafter set forth in this SECTION. On each such Adjustment Date, the Base Rent shall be adjusted to the Fair Market Base Rent of the Premises. For purposes hereof, “**Fair Market Base Rent**” shall mean the amount that a willing, comparable, non-equity lessee would pay, and a willing, comparable landlord of in the same market as the Premises would accept, for comparable (in quality, size, and value) airport-related leasehold interest in vacant land, and specifically excluding any improvements constructed or caused to be constructed by Lessee and/or its affiliates to the Premises or the Airport and any lease or sublease for such improvements. No single adjustment to the annual Base Rent pursuant to this SECTION 4.4 shall increase the annual Base Rent by more than TEN PERCENT (10%) from the annual Base Rent in effect immediately prior to the increase pursuant to this SECTION 4.4.

4.4.2 Lessor’s determination of such Fair Market Base Rent for the Premises shall be delivered to Lessee no later than NINETY (90) calendar days prior to the Adjustment Date along with any and all substantiated information used by Lessor in connection with such determination. If Lessee disputes Lessor’s determination of such Fair Market Base Rent, Lessee shall deliver written notice of such dispute, together with Lessee’s determination of such Fair Market Base Rent, to Lessor within THIRTY (30) calendar days of Lessee’s receipt of Lessor’s determination. The Parties shall then attempt in good faith to agree upon such Fair Market Base Rent. If the Parties fail to agree within FIFTEEN (15) business days, they shall, within SEVEN (7) calendar days thereafter, mutually appoint an appraiser to

determine the Fair Market Base Rent. Said appraiser shall have at least FIVE (5) years of full-time commercial appraisal experience and be a member of the Appraisal Institute or comparable professional organization. Within SEVEN (7) calendar days of the appointment of the appraiser, the Parties shall submit to the appraiser, with a copy to the other Party, their respective determinations of the Fair Market Base Rent and any/all substantiated information. Within TWENTY (20) business days thereafter, the appraiser shall review each Party's submittal and shall select one Party's submittal as representing the most reasonable approximation of such Fair Market Base Rent. The appraiser shall promptly notify the Parties of their decision, which shall be final and binding upon Lessor and Lessee. The appraiser's fees and expenses shall be paid by the Party whose submittal was not selected.

4.4.3 If the Parties are unable to agree upon an appraiser pursuant to SECTION 4.4.2 within such SEVEN (7) calendar days, then within THREE (3) business days after expiration of the 7-day period, Lessor and Lessee shall each (a) appoint an appraiser with the above qualifications, and (b) give notice to the other identifying that party's appraiser. If a Party fails to timely appoint an appraiser, the other Party's appraiser shall determine the Fair Market Base Rent in accordance with this SECTION 4.4.2. Not later than SEVEN (7) calendar days after both appraisers have been appointed, Lessor and Lessee shall each submit to each appraiser, with a copy to the other Party, their respective determinations of the Fair Market Base Rent and any/all substantiated information. Within TWENTY-ONE (21) days after receipt of both Parties' proposals, the appraisers shall review the submissions and shall select one Party's submittal as representing the most reasonable approximation of such Fair Market Base Rent. The appraisers shall promptly notify the Parties of their decision, which shall be final and binding upon Lessor and Lessee. Each Party shall be responsible for the fees and expenses of their own selected appraiser.

4.4.4 If the appraisers selected pursuant to SECTION 4.4.3 do not agree as to which Party's proposal is closest to the actual Fair Market Base Rent, then not later than TEN (10) business days after the appraisers have notified the Parties of this fact, unless both Lessor and Lessee direct otherwise, the appraisers shall jointly select an arbitrator who shall determine which proposal is the closest to the actual Fair Market Base Rent. The arbitrator must have the same qualifications stated for an appraiser under SUBSECTION 4.4.2 above. The arbitrator shall conduct an arbitration under the provisions of the commercial arbitration rules of the American Arbitration Association. The arbitrator shall decide only which Fair Market Base Rent submission is closest to the actual Fair Market Rent for the Premises. The arbitrator's decision shall be binding on all parties and shall apply retroactively as of the Adjustment Date. The arbitrator shall make a final decision within THIRTY (30) days of the arbitrator's appointment.

4.5 Airport Rates and Charges Schedule. Lessee or its subtenants, as applicable and including its contractors, agents, etc., shall pay all fees identified in the most current *Airport Rates and Charges Schedule* and/or *Airport Fees, Services and Rental Rates Schedule* at the time of receipt of any covered service or use of any covered facilities, unless specifically outlined in this Lease. The current *Airport Rates and Charges Schedule* and *Airport Fees, Services and Rental Rates Schedule* are included as **EXHIBIT B** and are subject to change without prior notice to or approval of Lessee. Lessee acknowledges and agrees that Lessor may amend the *Airport Rates and Charges Schedule* and/or *Airport Fees, Services and Rental Rates Schedule* at any time at Lessor's sole discretion. No fee shall apply to the use of the Premises or access to the Premises.

4.6 Payment.

4.6.1 Unless otherwise specified herein, the first payment of Base Rent shall be paid to Lessor upon the delivery of this Lease, for the period from the Effective Date until the end of the calendar month in which the Effective Date occurs, prorated on the basis of the number of such days to the total number of days in said month. Thereafter, all Base Rent payments shall be paid in monthly

installments, in advance, on the first day of each calendar month. On each such date, Lessee shall pay the full Base Rent payment.

4.6.2 No payment to or receipt by Lessor of a lesser amount than that which is due and payable under the provisions of this Lease at the time of such payment shall be deemed to be other than a payment on account of the earliest payment due, nor shall any endorsement or statement on any check or payment prejudice in any way Lessor's right to recover the balance of such payment or pursue any other remedy provided in this Lease or by law.

4.6.3 All payments required by this SECTION 4.6 shall be remitted to the following address by the due date(s) specified hereinabove:

Mesa Gateway Airport Authority
Attn.: Department of Finance (Accounts Receivable)
5835 S. Sossaman Road
Mesa, Arizona 85212-6014

or such other address specified in writing by Lessor to Lessee.

4.7 Finance Charges and Late Fees. If Lessee fails to pay any installment of Base Rent or any other charge due and owing to Lessor in full on or before the applicable due date, Lessee shall be responsible for interest on the unpaid installment at the rate of EIGHTEEN PERCENT (18%) per annum (but not to exceed the maximum interest rate permissible by law), from the due date until payment in full is made. In addition, in the event any installment of Base Rent or other charge owing to Lessor is paid more than TEN (10) days after the due date, a late penalty of TEN PERCENT (10%) of the amount of such delinquent Base Rent installment or other charge shall be due and payable in addition thereto.

4.8 Taxes. Lessee shall pay, prior to delinquency, any leasehold tax, sales tax, personal property tax, transaction privilege tax, license or permit fee, or any other tax or assessment imposed during the Term against the Premises or as the result of Lessee's occupancy of Premises or conduct of any activity at the Premises under the authority of this Lease, including any such tax assessable on Lessor. Lessee shall pay such taxes and assessments directly to the taxing authority charged with collecting such taxes and assessments, provided that in the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of Lessor and to the extent such taxes are reasonably attributable to the Premises or a portion thereof or the operation of Lessee's business thereon, Lessee shall pay such amounts to Lessor in the manner set forth in SECTION 4.6. Such taxes to be paid directly to Lessor include, without limitation, payment of all rent taxes, i.e., taxes imposed specifically on the gross receipts in the form of rent received by Lessor.

4.9 Survival. Lessee's obligation to pay all amounts stated herein, together with any interest thereon and/or penalties therefor, shall survive the termination of this Lease.

5. **PERFORMANCE GUARANTEE.**

5.1 Security Deposit.

5.1.1 On or before the Effective Date, Lessee shall pay to Lessor an amount equivalent to the first monthly installment of Base Rent due after the second (2nd) anniversary of the Effective Date (i.e., FOUR THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS (\$4,934.00)), as a security deposit (the "**Security Deposit**") to insure the faithful performance of all of Lessee's obligations hereunder.

5.1.2 The Security Deposit, at the election of Lessor, may be applied in reduction of any loss and/or damage sustained by Lessor by reason of the occurrence of any breach, nonperformance or default by Lessee under this Lease without the waiver of any other right or remedy available to Lessor at law, in equity or under the terms of this Lease. If any portion of the Security Deposit is so used or applied, Lessee shall, within FIVE (5) business days after written notice from Lessor, deposit with Lessor immediately available funds in an amount sufficient to restore the Security Deposit to its original amount. In the event of a sale or other transfer of the Premises by Lessor, Lessor shall transfer the remaining balance (if any) of the Security Deposit to Lessor's successor in interest, whereupon the transferor Lessor shall be released from liability to Lessee for the return of such Security Deposit. Unless this Lease is terminated as a result of Lessee's default whereupon Lessee shall immediately forfeit its Security Deposit to Lessor, upon termination, Lessor shall return to Lessee all portions of the Security Deposit which were not otherwise applied by Lessor as permitted above. Lessor shall have no obligation to maintain a separate account for such Security Deposit and shall have no obligation to pay interest thereon.

Following the timely payment when due by Lessee of THIRTY-SIX (36) consecutive monthly installments of Base Rent due after the SECOND (2nd) anniversary of the Effective Date, Lessor shall return the Security Deposit to Lessee and the terms of this SECTION 5.1 shall thereafter be null and void; provided that, except as otherwise set forth in SECTION 22 with respect to an Enforcement Action (as defined in SECTION 22.11 below), upon any assignment of this Lease to a third party, such assignee shall be required to deposit the Security Deposit with Lessor in accordance with, and subject to, this SECTION 5.1, including, without limitation, the return of such Security Deposit to Lessee upon the timely payment when due of THIRTY-SIX (36) consecutive monthly installments of Base Rent by such assignee.

5.2 Construction Payment and Performance Guarantees.

5.2.1 Payment Guarantee. Notwithstanding and in addition to the Security Deposit, Lessee shall protect claimants supplying labor and materials in connection with any construction on the Premises, by providing, at Lessee's sole cost and expense and prior to commencement of construction of any improvements on the Premises, one of the following instruments, chosen at Lessee's discretion:

(a) Payment Bond. Lessee shall provide a labor and materials payment bond in the full contract amount to protect claimants supplying labor and materials in connection with the construction. The bond shall comply in all respects with the requirements of A.R.S. § 33-1003 as it may be amended or renumbered from time to time. The Parties agree that Lessee is not a public body, and the improvements to be constructed under this Lease by Lessee at Lessee's sole cost are not public buildings, public works or public improvements. The bond shall be issued by a surety company reasonably acceptable to Lessor and duly licensed for such undertaking in the state of Arizona and shall be accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety. The bond and a copy of the contract shall be recorded in the office of the Maricopa County Recorder as required under A.R.S. § 33-1003, and a copy of the bond shall be provided to Lessor; or

(b) Letter of Credit. A letter of credit ("**Letter of Credit**") shall be irrevocable, in an amount equal to the total amount of the construction contract(s) for the construction of the Improvements (as defined in SECTION 7 below) plus TEN PERCENT (10%) of such amount and be issued to Lessee by a financial institution ("**Bank**") reasonably acceptable to Lessor. The Letter of Credit shall have a term extending from the date of commencement of construction until the date which is TWENTY-FOUR (24) months thereafter, after which date it shall be renewed on a year-to-year basis until the earlier of (a) construction of the Improvements are completed, and final and unconditional lien waivers have been obtained from all contractors supplying labor and materials in connection with the construction, or (b) SIX (6) months after the issuance of a Certificate of Occupancy for the Improvements (as defined below). Should Lessee utilize the Letter of Credit option hereunder, and should Lessee fail to pay any sum owing to contractors supplying labor

and materials in connection with the construction then, in addition to any other remedies set forth in this Lease, Lessor shall be entitled to apply to the Bank, following a period of THIRTY (30) calendar days prior written notice to Lessee (which notice shall include a reasonably-detailed description of Lessee's failure to pay any sum owing), for release to Lessor (in accordance with the terms of the Letter of Credit) from the Letter of Credit of a dollar amount sufficient to pay amounts owing to contractors supplying labor and materials in connection with the construction and obtain final, unconditional lien waivers in connection therewith. Lessor's application shall contain evidence of the failure of payment and the estimated dollar amount needed to satisfy payment obligations. The terms of the Letter of Credit shall require prompt payment to Lessor for the amount set forth in Lessor's application upon satisfaction of the conditions set forth in the Letter of Credit. Upon and following any partial payment to Lessor, the Letter of Credit shall remain in full force for the remaining undisbursed amount of the Letter of Credit to accommodate further applications, if any, and shall not be subject to cancellation or revocation until fully drawn or otherwise released or satisfied upon completion of construction of the Improvements and final, unconditional lien waivers have been obtained from all contractors supplying labor and materials in connection with the construction. Lessor must approve the form and content of any Letter of Credit in writing, which approval shall not be unreasonably withheld, conditioned, or delayed.

(c) Parent Guaranty. A payment guaranty from The Boyer Company, L.C., a Utah limited liability company ("**Guarantor**"), in favor of Lessor guarantying the prompt and complete payment of all amounts due in connection with the construction of the Improvements in form and substance reasonably satisfactory to Lessor, which payment guaranty shall provide that Guarantor shall maintain, during the construction of the Improvements, a minimum net worth of at least \$100,000,000 and liquidity of not less than \$10,000,000.

5.2.2 Performance Guarantee. Lessee's obligation to timely complete the Improvements shall be secured, at Lessee's sole cost and expense and prior to commencement of construction of said Improvements, by any one of the following instruments, chosen at Lessee's discretion:

(a) Performance Bond. Lessee shall require the contractor to provide a performance bond in the full contract amount conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions thereof. The bond shall be in a form reasonably acceptable to Lessor; shall be issued by a surety company reasonably acceptable to Lessor and duly licensed for such undertaking in the state of Arizona; and shall be accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety; or

(b) Completion Bond. Lessee shall deliver to Lessor a completion bond in form and substance reasonably acceptable to Lessor pursuant to which Lessor shall have the unconditional, direct and unilateral right to draw upon or use such bond for completion of construction of the Improvements under SECTION 7.1 of this Lease if an Event of Default occurs and is continuing under SECTION 7.2 of this Lease. The bond shall be in a form reasonably acceptable to Lessor; shall be issued by a surety company reasonably acceptable to Lessor and duly licensed for such undertaking in the state of Arizona; and shall be accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety.

(c) Parent Guaranty. A completion guaranty from Guarantor in favor of Lessor guarantying the timely completion of the Improvements in form and substance reasonably satisfactory to Lessor, which guaranty shall provide that Guarantor shall maintain, during the construction of the Improvements, a minimum net worth of at least \$100,000,000 and liquidity of not less than \$10,000,000.

6. INTENTIONALLY DELETED

7. IMPROVEMENTS.

7.1 Construction by Lessee. Lessee shall, at its sole cost and expense, construct improvements on the Premises that generally shall consist of two (2) single-story multi-tenant retail shop buildings consisting of approximately 17,100 total square feet along with outdoor patio area, if any, which are estimated to cost in excess of \$10,000,000, as generally depicted in **EXHIBIT D** (the “**Improvements**”) and in accordance in all material respects with a site plan approved by Lessor’s Design Review Committee, such approval not to be unreasonably withheld or delayed, and in compliance with all applicable governmental regulations, restrictions and building codes and any declaration of covenants, conditions, restrictions and easements of record affecting the Premises (including, without limitation, the Gateway East Declaration and the Parking Declaration as defined in SECTION 43 hereof) and any design guidelines that are applicable to the Premises. Lessor and Lessee agree that Lessee shall be solely responsible for: (i) any required connection(s) between the Premises and the terminating point of the existing vehicular access way to the Premises, as reasonably required by Lessor; (ii) constructing all Improvements necessary to bring all utilities onto the Premises, including, without limitation, electrical, gas, water, sewer, cable and telephone utilities; and (iii) installing all utility meters and water and sewer lines to service all Improvements constructed on the Premises.

7.2 Construction Milestones; Termination. Lessee shall construct its Improvements pursuant to the following schedule (each of which events are herein called a “**Construction Milestone**”):

7.2.1 Lessee shall submit its Improvement design plans to Lessor for review and approval no later than THREE (3) months from the Effective Date. Lessor shall promptly, and in all events within TWENTY-ONE (21) calendar days, notify Lessee in writing if Lessor believes such plans (or any revised plans submitted by Lessee) would cause the Improvements to fail to comply with the Master Plan. Any such notice shall specify in reasonable detail the items Lessor believes do not comply with the Master Plan and the changes, which if made, would cause the Improvements to comply with the Master Plan. Thereafter the Parties will negotiate in good faith to resolve any concerns raised by Lessor. If Lessor fails to timely provide any objections to such plans, such plans shall be deemed to be approved by Lessor.

7.2.2 Lessee shall submit its Improvement construction plans to the City of Mesa for a construction permit no later than NINETY (90) calendar days from the date Lessor approved or is deemed to have approved Lessee’s Improvement design plans and shall thereafter diligently pursue;

7.2.3 Reserved.

7.2.4 Lessee shall diligently prosecute construction of all Improvements and shall complete construction of all Improvements to be constructed by Lessee at and on the Premises and shall obtain a certificate of occupancy (a “**CofO**”) (or its equivalent) from the City of Mesa therefor, no later than THIRTY (30) months from the date the City of Mesa issues a building permit for the Improvements and all government approvals required for such, including any approvals required from the FAA (the “**Outside Completion Date**”). If Lessee is unable to meet a Construction Milestone due to Unavoidable Delay (as set forth and defined in SECTION 39), then the Outside Completion Date shall be extended by ONE (1) day for each day of such Unavoidable Delay impacting the Construction Milestone.

7.2.5 If Lessee fails to obtain a temporary or final CofO by the Outside Completion Date, Lessee shall pay to Lessor an amount equal to FIVE HUNDRED DOLLARS (\$500.00) for each day that Lessee is late obtaining a temporary or final CofO (a “**Late Completion Fee**”), which payment by Lessee shall be in addition to any Base Rent due from Lessee hereunder. Lessee shall pay Lessor all Late Completion Fees to Lessor on the FIRST (1st) day of the month following the date on which such Late Completion Fees first accrues, until such time as all Late Completion Fees are paid in full. If Lessee

fails to obtain a temporary or final CofO within ONE (1) year after the Outside Completion Date, Lessee shall have no further obligation to pay a Late Completion Fee for any days following such one-year period and Lessor can pursue its other remedies available under this Lease.

7.2.6 If Lessee fails to commence construction within SIXTY (60) calendar days after the issuance of all necessary construction permits and receipt of all approvals required for such, including any approvals required from the FAA, but subject to any applicable notice and cure periods provided for in SECTION 11, Lessor shall have the right to terminate this Lease by written notice to Lessee delivered at any time prior to commencement of construction. For purposes of this section “**commencement of construction**” shall be the date on which Lessee has obtained its permits, has executed a contract for construction of the Improvements and engaged in material work, such as grading and pouring of footings and slabs.

7.3 No Alterations. Lessee shall make no material improvements or alterations to the exterior of any building on the Premises during the Term of this Lease without the prior written permission of Lessor, which shall not be unreasonably withheld or delayed and, if and to the extent applicable, without the approval by Lessor’s Design Review Committee. Lessee shall provide Lessor with electronic as-built drawings (or their equivalent) when any improvement or alteration is completed for which such drawings are reasonably required.

7.4 Title to Alterations and Improvements. Title to all improvements and alterations on the Premises (but not personal property or trade fixtures) shall automatically vest in Lessor upon the expiration or termination of this Lease, and Lessee agrees to execute and deliver to Lessor, within EIGHT (8) business days after Lessor’s request therefor, a quitclaim deed or other instrument satisfactory to Lessor and Lessee confirming that title to such improvements and alterations is vested in Lessor. This SECTION 7.4 shall survive the termination of this Lease.

7.5 Mechanics’ Liens. Lessee shall keep the Premises and all improvements constructed by Lessee thereon free of any mechanic or materialmen’s liens arising by, through or under Lessee. In the event that any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises by bonding or otherwise within SIXTY (60) calendar days of written notice thereof.

7.6 Permit Required. Lessee shall be responsible for determining whether it is subject to local building/construction codes or permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to applicable City of Mesa (the “**City**”) building/construction codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City, if any. To the extent required by applicable City building/construction codes, all such work shall be permitted, inspected and approved by the City prior to concealment or use. Lessee shall provide to Lessor a contemporaneous copy of Lessee’s permit application and the associated plans and specifications.

7.7 Damage or Destruction. Lessee shall maintain insurance on all of Lessee’s Improvements to the Premises, including any subsequent alterations and improvements thereto. In the event that all or any portion of Lessee’s Improvements are destroyed or rendered unusable due to fire or other catastrophe, Lessee shall, at Lessee’s election, either:

7.7.1 replace, repair, restore, modify or improve said Improvements, subject to the provisions of SECTION 7.6, using available insurance proceeds (which shall be paid to Lessee or its Leasehold Mortgagee, as required by Leasehold Mortgagee, if any) together with any additional funds from other available sources; or

7.7.2 raze the Improvements and return the Premises to the condition that existed prior to the construction of the Improvements (until such time as Lessee elects to construct additional

Improvements on the Premises as market conditions permit) and following Lessee's razing of the Improvements apply the balance of such insurance proceeds to the payment of a Leasehold Mortgage, if any; provided, however, Lessee shall continue to be obligated to perform its obligations under this Lease (including, without limitation, paying all Rent, but excluding any obligation to construct a new building until such time as Lessee elects to commence construction of such new building in accordance with the terms of this Lease, including without limitation the provisions of SECTIONS 7.3 and 7.6).

Notwithstanding the foregoing to the contrary, if any damage or destruction occurs to the Premises during the last FIVE (5) years of the Term and the cost to repair the damage exceeds FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), then, subject to the provisions of SECTION 22 hereof, Lessee may terminate this Lease upon giving Lessor THIRTY (30) days written notice. In the event Lessee elects to terminate this Lease pursuant to this SECTION, all property insurance proceeds will be allocated between Lessee and Lessor, with Lessee receiving such proceeds up to the value of the Improvements for the remaining Term (but for the damage and destruction) and Lessor receiving such proceeds up to the residual value of the Improvements after the Term (but for the damage and destruction); provided, however, Lessee's insurance proceeds shall be applied first to the cost of razing the Improvements and returning the Premises to the condition that existed prior to the construction of the Improvements. Each Leasehold Mortgagee shall have the right to participate in the adjustment of any insurance proceeds for insurance maintained by Lessee. If required by a Leasehold Mortgagee in the Leasehold Mortgage or other loan documents, the senior most Leasehold Mortgagee shall have the right to supervise and control the receipt and disbursement of insurance proceeds payable to Lessee pursuant to this Lease for purposes of the restoration and/or repair of the Improvements.

7.8 Condemnation.

7.8.1 Condemnation of Premises. If any portion of the Premises is taken by a government entity exercising the power of eminent domain or sold to a government entity by Lessor under the exercise of said power (final judicial order that permits the taking is herein referred to as "**Condemnation**"), this Lease shall terminate, without any requirement for consent or approval from a Leasehold Mortgagee, as to the part so taken as of the date the condemning authority takes possession of the condemned portion of the Premises ("**Condemnation Date**"). If so much of the Premises is taken that, in Lessee's business judgment, the Premises is no longer reasonably suitable for Lessee's operations in Lessee's reasonable business judgment, subject to the provisions of SECTION 22.3 hereof, Lessee may terminate this Lease at any time after Lessee receives the Condemnation Notice by giving Lessor THIRTY (30) days written notice, but not later than SIXTY (60) days following the Condemnation Date. If the entire Premises are condemned, then this Lease shall automatically terminate as of the Condemnation Date. The Party who receives the condemnor's notice of intention to take ("**Condemnation Notice**") shall immediately give a copy of such notice to the other Party.

7.8.2 Allocation of Award Following Lease Termination. The total award in the condemnation proceedings, whether payable due to a purchase in lieu of condemnation, a settlement reached after the initiation of condemnation proceedings, a final judgment or otherwise, will be allocated between Lessor and Lessee as follows:

(a) Lessee and Leasehold Mortgagee shall be entitled to seek and claim and receive the value of Lessee's interest in the Improvements and Lessee's leasehold interests in the Premises (including, without limitation, any loss or rents, relocation and moving costs), and any other amounts payable in connection with Lessee's leasehold interest in the Premises and the Improvements; and

(b) Lessor shall be entitled to seek and claim and receive the value of its fee interest in the land constituting the part of the Premises taken and the reversionary interest of Lessor in the Improvements.

7.8.3 Allocation of Award without Lease Termination. If this Lease is not terminated as provided in SECTION 7.8.1, Lessee shall, at Lessee's election, either:

(a) replace, repair, restore, modify or improve said Improvements, subject to the provisions of SECTION 7.6, using available award proceeds (which shall be paid to Lessee or its Leasehold Mortgagee, as required by such Leasehold Mortgagee, if any) together with any additional funds from other available sources; or

(b) restore any damage to the Premises which resulted in an unsafe condition (including, if required, raising any improvements subject to such Condemnation) and then apply the balance of such award proceeds to the payment of a Leasehold Mortgage, if any; provided, however, Lessee shall continue to be obligated to perform its obligations under this Lease (including, without limitation, paying all Rent, but excluding any obligation to construct a new building until such time as Lessee elects to commence construction of such new building).

7.8.4 Temporary Taking. In the event of a taking of all or any portion of the Premises for temporary use, the foregoing provisions of this Article shall be inapplicable thereto, this Lease shall continue in full force and effect without reduction or abatement of rent and Lessee, alone (subject to the rights of the Leasehold Mortgagee), shall be entitled to make claim for, recover and retain any award recoverable in respect of such temporary use whether in the form of rental or otherwise. If the award is made in a lump sum covering a period beyond the expiration of the Lease Term, Lessor also shall be entitled to make claim for and participate in the award proportionately. If any portion of the award for such temporary use is intended to cover the cost of restoration of the Improvements located on the Premises to the condition they were in prior to such temporary use or to make repairs occasioned by or resulting from such temporary use, such portion shall be (i) so long as any portion of the debt securing a Leasehold Mortgage remains unpaid, applied in accordance with the terms of the Leasehold Mortgage, and thereafter, (ii) used by Lessee to cover the cost of such restoration and repair, and any balance remaining shall belong to and be paid to Lessee.

7.8.5 Leasehold Mortgagee. In the event of any Condemnation, each Leasehold Mortgagee shall have the right to participate in the adjustment of any portion of the condemnation award belonging to Lessee. In addition, the senior most Leasehold Mortgagee shall have the right to hold, control and disburse any portion of the condemnation award belonging to Lessee, so long as such proceeds are used as required by the provisions of this Lease.

8. MAINTENANCE.

8.1 Lessee Responsibilities. Lessee shall, at its sole cost and expense, keep the Premises and all improvements thereon in a neat and clean condition and in good order and repair throughout the Term. Lessee shall prepare, maintain and follow a preventative maintenance schedule in keeping with industry-standard good practices for all mechanical, electrical plumbing, drain, piping, and air conditioning systems on the Premises. Lessee's maintenance of the Premises shall include, without limitation, the inspection, servicing and repair of all improvements, including pest control, landscaping and grounds maintenance.

8.2 Damage to Premises. Any real or personal property of Lessor damaged or destroyed by Lessee as a result of Lessee's use or occupancy of the Premises shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor. In lieu of such repair or replacement, where required by Lessor, Lessee shall pay to Lessor an amount sufficient to compensate for the loss sustained by Lessor. Any real or personal property of Lessee damaged or destroyed by Lessor shall be promptly repaired or replaced by Lessor to the satisfaction of Lessee. In lieu of such repair or replacement, where required by Lessee, Lessor shall pay to Lessee an amount sufficient to compensate for the loss sustained by Lessee.

8.3 Trash Removal. Lessee shall at all times keep the Premises in a neat, clean, safe, sanitary and orderly condition and shall keep such area free of all trash and debris. Lessee shall be responsible for all trash removal from the Premises and Lessee shall deposit all trash and debris only at collection stations located on or in proximity to the Premises, in accordance with City code.

8.4 Emergency Repairs. Within FIFTEEN (15) days of the Effective Date, Lessee shall provide Lessor with a list of names and telephone numbers for 24-hour emergency contact for the Premises. Lessee shall promptly provide Lessor with updated lists and changes as they occur.

9. ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS.

9.1 Any Transfer of Lease Interest Requires Lessor Advance Written Approval. Except as set forth in SECTION 22.11 to a Leasehold Mortgage or a purchaser at a foreclosure sale, or in accordance with SECTION 9.4 below, in the event Lessee desires to transfer, assign, encumber, pledge or hypothecate any portion of its interest in this Lease or any right or interest hereunder (individually and collectively, “**Transfer**”), or sublet the Premises or any part thereof, Lessee must obtain the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with Lessee’s request for Lessor’s approval of a Transfer, Lessee and or the proposed transferee shall provide to Lessor written financial assurances, including, but not limited to financial statements, business plans and other information related to the financial condition and plans of any proposed transferee. Unless otherwise agreed upon in connection with Lessor’s approval of a Transfer, or as otherwise expressly provided herein, Lessee shall remain liable under the Lease for all of Lessee’s obligations under this Lease. Lessee understands and agrees to these terms and conditions regarding any proposed Transfer, and that any violation of this SECTION 9, may irreparably harm Lessor as the requirements set forth herein are directly related to Lessor’s (and any Lessee’s) legal and financial obligations to the Federal Aviation Administration. This SECTION 9 shall remain valid and enforceable even in the event of amendment to or repeal of FAA regulations, so long as this SECTION 9 does not directly conflict therewith.

9.2 Lessee’s Required Advance Notice to Lessor of Proposed Transfer. In order for Lessor to consider approval of a Transfer, Lessee must: (i) notify Lessor in writing at least FORTY-FIVE (45) days prior to such proposed transfer; (ii) deliver to Lessor, at the time of Lessee’s notice, current financial statements of Lessee and the proposed transferee (along with transferee’s business plans) that are reasonably acceptable to Lessor; and (iii) the transferee assumes and agrees in writing to perform Lessee’s obligations under this Lease. However, nothing herein shall be construed as Lessor providing its consent to any Transfer or relieving Lessee of any legal, financial or other obligation under the Lease, regardless of Lessor’s acceptance or refusal to accept such proposed transfer of Lease.

9.3 Deemed Transfers. For the purposes of this Lease, a Transfer shall be deemed to include the following: (i) if Lessee is a corporation, partnership, limited liability company or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons owning a majority of the ownership interest thereof as of the date of this Lease; provided, however, if Lessee is a corporation whose stock is traded on a nationally recognized stock exchange, the transfer of Lessee’s stock shall not constitute a Transfer requiring Lessor’s consent; or (ii) the sale of FIFTY PERCENT (50%) or more in value of the assets of Lessee. For purposes of this Lease, “**control**” shall mean possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity. For clarity, a change in control of The Boyer Company, L.C., shall not be a Transfer.

9.4 Subletting.

9.4.1 Lessee may sublease all or portions of the Premises if the following conditions are met:

(a) Rent for subleased premises shall not be less than fair market value as reasonably determined by Lessee unless otherwise approved in writing by Lessor.

(b) The sublease(s) and sublessee(s) shall at all times be subject to the terms and conditions of this Lease.

(c) The permitted and prohibited uses of the Premises under any sublease shall not violate Permitted Uses under this Lease. Sublessees shall agree in the sublease not to engage in any prohibited use.

(d) The term of any sublease shall not extend beyond the stated expiration of this Lease.

(e) Except for the payment of a security deposit or amounts related to the construction of any tenant improvements, the sublessee under such sublease shall not pay rent more than ONE (1) month in advance of its due date under the sublease.

9.4.2 Upon request from Lessee, Lessor shall enter into a Non-Disturbance and Attornment Agreement (in form and substance reasonably acceptable to Lessor, Lessee, sublessee and any applicable Leasehold Mortgagee) so long as (i) the conditions of SECTION 9.4.1 have been met; and (ii) the sublessee is not then in default beyond an applicable notice and cure period under the sublease and there is no existing Event of Default under this Lease, and (iii) either, (x) Lessor has approved or is deemed to have approved the sublease, or (y) the sublease is on a form previously approved by Lessor. All reasonable legal fees incurred by Lessor in connection with any reasonably necessary legal counsel review and approval of a Non-Disturbance and Attornment Agreement shall be reimbursed in advance by Lessee.

9.4.3 Upon receipt of a sublease from Lessor and a request for a Non-Disturbance and Attornment Agreement with respect to such sublease, Lessor shall have TEN (10) business days to either approve or disapprove the same. Lessor agrees that its approval of any sublease shall not be unreasonably withheld, conditioned or delayed. If Lessor disapproves, Lessor shall provide Lessee with a reasonably detailed explanation for Lessor's disapproval and suggestions for revisions that would reasonably satisfy Lessor's disapproval. If Lessor fails to respond within such TEN (10)-business-day period the sublease shall be deemed to have been approved by Lessor. If Lessor disapproves a request for approval, then Lessee may resubmit a revised sublease for approval in accordance with this SECTION 9.4.3. This cycle will repeat itself until Lessor either approves the sublease or is deemed to have approved the same.

9.4.4 Lessee shall submit a copy of each fully executed sublease to Lessor within FIVE (5) business days after request.

10. IDENTIFICATION SIGNS.

Lessee may install or permit to be installed on the Premises any sign(s) that conforms to any signage rules, codes and/or regulations of any governmental authority applicable to the Premises.

11. DEFAULT; TERMINATION BY LESSOR.

11.1 Events of Default. Each of the following shall constitute a material default of this Lease by Lessee (an "Event of Default"):

11.1.1 Failure to pay any installment of Base Rent or other amount due from Lessee hereunder, provided that Lessee does not cure such failure within TEN (10) business days after delivery by Lessor of a written notice of such failure.

11.1.2 A breach of any covenant or failure to perform any of its other obligations under this Lease or failure to perform any of its obligations as an "Occupant" under the Gateway East Declaration or as a "Lessee" under the Access and Parking Declaration, as such obligations relate to the Premises, provided that Lessee does not cure such breach or failure within THIRTY (30) calendar days after delivery by Lessor of a written notice of such default; and further provided, however, if a cure of the default reasonably requires more than THIRTY (30) calendar days to complete, then the time to cure shall be extended so long as the cure is commenced within such THIRTY (30) day period and thereafter diligently pursues such cure to completion.

11.1.3 The filing of any mechanic's, materialmen's or other lien or any kind against the Premises because of any act or omission of Lessee which lien is not discharged, by bonding or otherwise, within NINETY (90) calendar days of receipt of actual notice thereof by Lessee.

11.1.4 Failure to pay its Common Expense Share of any Common Expenses in accordance with the Gateway East Declaration as provided in SECTION 43 below, provided that Lessee does not cure such failure within TEN (10) business days after delivery by Lessor to Lessee of a written notice of such failure.

11.2 Lessor's Remedies. Upon the occurrence of an Event of Default under this Lease, Lessor may, without prejudice to any other rights and remedies available to a Lessor at law, in equity or by statute, but subject to the provisions of SECTIONS 9.4.2 and 22, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive:

11.2.1 Terminate this Lease and re-enter and take possession of the Premises; or

11.2.2 Without terminating this Lease, re-enter and take possession of the Premises;

or

11.2.3 Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and any demand for Base Rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Lessee may be entitled, are hereby specifically waived to the extent permitted by law; or

11.2.4 With or without terminating this Lease, Lessor may re-let the Premises or any portion thereof.

11.3 No Implied Termination. Lessor shall not be deemed to have terminated this Lease unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee hereby waives all claims based on Lessor's reentering and taking possession of the Premises, or removing and storing the property of Lessee, and shall save Lessor harmless from all losses, costs or damages occasioned thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor.

11.4 Lessor's Current Damages. Upon the occurrence and during the continuance of an Event of Default, Lessor is authorized to make such repairs, refurbishments or improvements to the Premises as may be necessary for the purpose of attempting to re-let the Premises, and the reasonable costs and expenses incurred in respect of such repairs, redecorating, refurbishments and improvements shall be paid by Lessee to Lessor within TEN (10) business days after receipt of Lessor's statement. If Lessor exercises any of the remedies stated above, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the Event

of Default, which shall include, without limitation, (i) the amount of the Base Rent and all other payments which would be payable under this Lease by Lessee for the remainder of the Term as if this Lease were still in effect, less (ii) the net proceeds of any re-letting by Lessor after deducting all of Lessor's reasonable expenses in connection with such re-letting, which shall include, without limitation, repossession costs, repairs, redecorating, refurbishments or improvements to the Premises, brokerage commissions, attorneys' fees, and legal expenses. Lessee shall pay such current damages to Lessor, in the amount set forth in the preceding sentence ("**Deficiency**"), in monthly installments on the days on which the Base Rent would have been payable under this Lease as if this Lease were still in effect.

11.5 Lessor's Final Damages. At any time after an Event of Default, whether or not Lessor shall have collected any monthly Deficiency as set forth above, Lessor shall be entitled to recover (without duplication) from Lessee, and Lessee shall pay to Lessor, promptly on demand, as Lessor's final damages for the applicable Event of Default, the sum of (a) the then present worth (at a discount of SIX PERCENT (6%) per annum) of (i) the aggregate of the Base Rent and all other amounts to be paid by Lessee hereunder for the unexpired portion of the Term of this Lease (assuming this Lease had not been terminated), less (ii) the amount of Rent and any losses that could have been reasonably avoided, plus (b) reasonable repossession costs, reasonable Lessor's expenses in connection with any attempts it may have made to re-let the Premises (which shall include, without limitation, repairs, refurbishments or improvements to the Premises and brokerage commissions), reasonable attorneys' fees, reasonable legal expenses, and all other damages incurred by Lessor as a result of such Event of Default.

11.6 No Waiver by Lessor. No waiver by Lessor of any breach or default by Lessee in the performance of its obligations under this Lease shall be deemed to be a waiver of any subsequent default by Lessee in the performance of any such obligations, and no express waiver shall affect an Event of Default in a manner other than as specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee.

11.7 Content of Default Notice. Any default notice tendered to Lessee hereunder shall be deemed to be sufficient if it states in bold letters within the Subject Line (i.e., the Re line): "**Notice of Default**" and is otherwise reasonably calculated to put Lessee on inquiry as to the nature and extent of such default and is made in accordance with SECTION 19 herein.

11.8 Limitation on Exercise of Termination Remedy by Lessor. Notwithstanding anything to the contrary in SECTION 11.2 hereinabove, if an Event of Default occurs, Lessor shall not have the remedy of terminating this Lease or of taking possession of the Premises unless: (i) the Event of Default consists of a failure to pay Base Rent or other amounts owed to Lessor; or (ii) Lessor has no other remedy that is adequate to protect Lessor's interests. Other remedies that are available to Lessor include self-help and recovery of damages, and nothing in this SECTION 11 shall limit the exercise of any such other remedy.

11.9 Subordination of Lessor's Lien. Lessor hereby agrees from time to time to subordinate to one or more Leasehold Mortgagees all statutory or common law landlord's lien rights with respect to property or assets of Lessee located on the Premises, including, without limitation, Lessor's rights under Arizona Revised Statutes Sections 33-361 and 362 and other similar laws. Upon written request from Lessee, Lessor agrees to promptly execute and deliver such commercially reasonable landlord subordination agreement and access agreement that any Leasehold Mortgagee may request of Lessor. Lessee shall reimburse Lessor for reasonable third-party costs, including reasonable attorneys' fees, incurred by Lessor in connection with the review and negotiation of any such agreement within THIRTY (30) days after receipt of an invoice from Lessor.

12. INTENTIONALLY DELETED.

13. INDEMNIFICATION.

13.1 Lessee's Indemnity. To the fullest extent permitted by law, Lessee hereby agrees to defend, indemnify and hold harmless Lessor and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the "Lessor" for purposes of this SECTION 13.1) for, from and against any and all third-party claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever to the extent such arise out of or in connection with (i) any accident, injury or actual damages occurring within the Premises during the Term; (ii) any grossly negligent act or omission of Lessee or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessee" for purposes of this SECTION 13.1) on the Premises or the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property or other damages or losses to Lessor; and/or (iii) the failure of Lessee to comply with any provisions of this Lease. This indemnification shall exclude responsibility for any damages and for claims arising by reason of the acts or omissions of Lessor or its employees, contractors or agents.

13.2 Lessor's Indemnity. To the fullest extent permitted by law, Lessor hereby agrees to defend, indemnify and hold harmless Lessee and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions and employees (hereinafter referred to collectively as the "Lessee" for purposes of this SECTION 13.2) for, from and against any and all third-party claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever to the extent such arise out of or in connection with (i) any accident, injury or actual damages occurring within the Premises during the Term caused by Lessor or its agents, employees, contractors or subcontractors; (ii) any grossly negligent act or omission or intentional misconduct by Lessor or its agents, employees, contractors, or subcontractors (hereinafter referred to collectively as "Lessor" for purposes of this SECTION 13.2) on the Premises, and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property or other damages or losses to Lessee, or (iii) the failure of Lessor to comply with any provisions of this Lease. This indemnification shall exclude responsibility for any damages and for claims arising by reason of the acts or omissions of Lessee or its employees, contractors or agents.

14. ENVIRONMENTAL PROTECTION.

14.1 Definitions. Unless the context shall clearly require otherwise, the terms defined in this SECTION 14.1 shall, for all purposes of this Lease and of any agreement amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the single and plural forms of any of the following:

14.1.1 *Environmental Laws.* The term "**Environmental Laws**" shall mean any one or all of the following, as the same are amended from time to time: the *Comprehensive Environmental Response, Compensation, and Liability Act*, 42 USC Section 9601 et seq.; the *Solid Waste Disposal Act*, 42 USC Section 6901, et seq.; the *Toxic Substances Control Act*, 15 USC Section 2601 et seq.; the *Safe Drinking Water Act*, 42 USC Section 300f et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the *Clean Air Act*, 42 USC Section 7401 et seq.; A.R.S. Title 49; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient (including indoor and outdoor) air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

14.1.2 *Hazardous Material.* The term "**Hazardous Material**" shall mean any toxic or hazardous material, substance or waste, or any pollutant or contaminant as defined or regulated pursuant

to any Environmental Laws, per- and polyfluoroalkyl substances, and petroleum products. For purposes of this definition, petroleum includes petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading and finishing (e.g., distillate fuel oils, petroleum solvents and used oils). For purposes of this definition, per- and polyfluoroalkyl substances shall include aqueous film-forming foams.

14.2 Environmental Compliance.

14.2.1 Lessee shall, at the Lessee's own expense, comply with all present and hereafter enacted Environmental Laws, including any amendments thereto, affecting Lessee's activities on and property interest in the Premises during the period of Lessee's occupancy of thereof under this Lease. To the extent that Lessor, or any Lessor's employees, agents or contractors, conducts any activities on the Premises during the period of Lessee's occupancy, Lessor shall, at Lessor's own expense, comply with all present and hereafter enacted Environmental Laws, including any amendments thereto, affecting any of Lessor's activities on the Premises.

14.2.2 Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or the Airport by Lessee's agents, employees, contractors or invitees in violation of any Environmental Laws. The Parties recognize and agree that Lessee may bring on the Premises and Airport and use Hazardous Material that is ordinarily and customarily used in the conduct of Lessee's permitted activities under this Lease, provided that such use shall comply fully with all applicable Environmental Laws. Lessor shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises or by Lessor's agents, employees, contractors for any activity Lessor conducts on the Premises during Lessee's occupancy, without prior notification to and approval by Lessee (which shall not be unreasonably withheld), and any such use or presence shall be in compliance with Environmental Laws.

14.2.3 Lessee shall not install any underground storage tanks on the Premises or elsewhere on the Airport.

14.3 Indemnification.

14.3.1 To the fullest extent permitted by law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), protect and hold harmless Lessor and its employees and agents for, from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of the environment, the presence of Hazardous Material or violation of any Environmental Laws or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity ("**Environmental Damages**") which are incurred or assessed as a result of any of Lessee's activities or operations on the Premises. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessee's obligations and liabilities under this SECTION 14.3 shall survive the termination of this Lease. The indemnification of Lessor by Lessee as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. Lessor reserves the right to seek injunctive relief as may be permitted under law and equity. This SECTION 14.3 explicitly excludes Lessee's duty, liability or indemnity to Lessor for any claims or Environmental Damages of any kind whatsoever arising from or in connection with any contamination of any kind existing on the Premises prior to the Effective Date, except and only to the extent contamination that is known to Lessee is exacerbated by Lessee or unknown contamination is exacerbated by Lessee's gross negligence.

14.3.2 To the fullest extent permitted by applicable law, Lessor shall indemnify, defend (with counsel reasonably acceptable to Lessee), protect and hold harmless Lessee and its employees and agents for, from and against any and all Environmental Damages which are incurred or assessed as a result of any of Lessor's activities or operations on the Premises. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the property, land, soil and underground or surface water as required under the law. Lessor's obligations and liabilities under this SECTION 14.3 shall survive the termination of this Lease. The indemnification of Lessee by Lessor as described above includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. Lessee reserves the right to seek injunctive relief as may be permitted under law and equity. This SECTION 14.3 explicitly excludes Lessor's duty, liability or indemnity to Lessee for any claims or Environmental Damages of any kind whatsoever arising from or in connection with any contamination of any kind existing on the Premises prior to the Effective Date, except and only to the extent known contamination is caused by or exacerbated by Lessor or unknown contamination is caused by or exacerbated by Lessor's negligence.

14.4 Remediation. Without limiting the foregoing, if the presence of any Hazardous Material during the Term of this Lease caused or permitted by Lessee to be first brought on the Airport or Premises upon or after the Effective Date results in any Release on the Airport or Premises in violation of any Environmental Laws, Lessee shall promptly take action to remediate the affected property at its sole expense as necessary to return the Airport or Premises to the condition existing prior to the introduction of any such Hazardous Material to the Airport or Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not, except in an emergency, be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Airport and Lessee is not under administrative or court order related to such remediation action. Notwithstanding Lessor's approval pursuant to this SECTION 14.4, Lessor is not responsible for directing or managing any remediation action. The term "**Release**" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

14.5 Governmental Submittals. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("**Government**") under the Environmental Laws in connection with Lessee's activities or operations on the Premises. Should the Government determine that a site characterization, site assessment and/or cleanup plan should be prepared and/or that a cleanup should be undertaken because of any Release of Hazardous Material by reasons of Lessee's activities or actions at the Airport which occur during the Term of this Lease, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

14.6 Information Sharing. Lessee shall immediately notify Lessor of any of the following: (i) Lessee's receipt of any notification from any governmental entity either charging or informing Lessee that it will be charged with a violation of Environmental Laws, and (ii) any significant change in Lessee's activities on the Premises that is reasonably likely to adversely change Lessee's obligations or liabilities under the Environmental Laws. In addition, Lessee agrees to provide Lessor with non-privileged copies of documents reflecting the physical condition of the Premises, including but not limited to, environmental testing of soils and groundwater, and existing, non-privileged information reasonably requested by Lessor to determine the applicability of the Environmental Laws to the Premises, or to assist in the response to any governmental investigation or claim of liability by third parties which is related to environmental contamination of the Premises, to the extent that such investigations or claims are related to Lessee's activities thereon.

14.7 Sublease. Lessee shall insert provisions substantially identical, or more favorable to Lessor and Lessee (as sublessor or sublandlord under the sublease) to the provisions of this SECTION 14 in any sublease

agreement or contract by which it grants a right or privilege to any person, firm, corporation or other entity under this Lease.

14.8 Actions of Lessee and Lessor. The activities or actions of Lessee under this SECTION 14 shall include the activities or actions of Lessee's officers, directors, employees, agents, contractors and successors. The activities or actions of Lessor under this SECTION 14 shall include the activities or actions of Lessor's officers, directors, employees, agents, contractors and successors.

14.9 Clean Water Act; NPDES Permits and SWPPPs. Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System (NPDES) permit, or requesting coverage under and complying with any applicable Multi-Sector General Permit ("MSGP"). If applicable, Lessee shall also prepare and comply with a site-specific MSGP with an individual Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to a SWPPP, with respect to Lessee's operations or activities on the Premises or Airport. Proof of individual compliance shall be provided in the form of both the Lessee's Notice of Intent ("NOI") that has been received by the Arizona Department of Environmental Quality ("ADEQ") and the individual Arizona Multi-Sector General Permit (AZMSGP) number associated with the NOI, within the times prescribed by law.

14.10 Reserved.

14.11 Protective Devices and Plans. If Lessee is required by the City to estimate the possible constituents of sanitary sewer discharges in order that the City may define certain discharge limitations for the Premises, Lessee shall complete and return an *Industrial Wastewater Discharge Questionnaire* ("Questionnaire") to the City and promptly provide Lessor with updates to the Questionnaire as they arise. Also, if the City so requires, Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Material into domestic or industrial drains on or near the Premises and elsewhere on the Airport, as appropriate, and for any other material for which a slug load discharge could pollute the Airport's storm water discharge or disrupt operations at the sewage treatment plant serving the Premises. Lessee shall post a notice in a prominent place on the Premises advising employees what actions to take and whom to call in the event of said discharge and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide Lessor with immediate notice of any spill.

14.12 Right to Enter Premises. In addition to the rights afforded to Lessor in SECTION 18, this Lease specifically includes the right of the United States Government, the Environmental Protection Agency ("EPA"), ADEQ, Lessor, and the Arizona Department of Occupational Safety and Health (ADOSH) to enter the Premises upon reasonable notice to Lessee for purposes of: (i) inspecting Lessee's compliance with environmental, occupational safety and health laws and regulations, whether or not such party is responsible for enforcing such laws; (ii) conducting environmental investigation or remediation, including, without limitation, performing tests and surveys, drillings, test-pitting, borings, compiling data and/or records, and other activities related to environmental investigation; and (iii) carrying out remedial or removal actions as required or permitted under applicable laws, including, without limitation, installing monitoring wells, pumping wells and/or treatment facilities. Lessee shall have no claim against Lessor for any such entries by the United States, EPA, ADEQ, Arizona ADOSH, or any officer, agent, employee or contractor thereof.

14.13 U.S. Air Force Use and Remedial Action.

14.13.1 The Parties assume no liability or responsibility for environmental impacts and Environmental Damages or claims of any kind whatsoever caused by or resulting from the U.S. Air Force's use of Hazardous Material on any portion of the Airport, including the Premises, prior to the Effective Date, and have no obligation under this Lease to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release of any

Hazardous Material or deposits of solid waste on or from any part of the Airport, including, but not limited to, the Premises, even if such claims or contamination are first discovered or made after the Effective Date. Further, the Parties have no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to any contamination caused by or related to such use or release. For purposes of this SECTION 14.13, “**defense**” or “**environmental response, remediation, or cleanup**” shall include liability and responsibility for the costs of damage, penalties, legal and investigative services relating to such use or release.

14.13.2 Pursuant to Section VII.E.3 of the Deed (as defined herein), the U.S. Air Force warrants and covenants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Airport, including the Premises, has been completed prior to the date of the Deed and, further, any remedial action found to be necessary after the date of the Deed shall be conducted by the U.S. Air Force; provided, however, that the foregoing covenant does not apply where Lessor or Lessee is a potentially responsible party with respect to any portion of the Premises or the Airport.

14.14 Cleanup Requirements.

14.14.1 Lessee agrees that Lessor assumes no liability to Lessee should Hazardous Material cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Air Force or Department of Defense cause delays or interferes with Lessee’s use of the Premises. Lessee shall have no claim against Lessor or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the Federal Facilities Agreement (FFA) or the Installation Restoration Program (IRP) or under this Lease or otherwise. Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above-described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action conducted by governmental authorities or Lessor shall, to the extent practicable, be coordinated with representatives designated by Lessee.

14.14.2 Lessor agrees that Lessee assumes no liability to Lessor should Hazardous Material cleanup or related requirements, whether imposed by law, regulatory agencies, the U.S. Air Force or Department of Defense cause delays or interferes with Lessor’s use of the Premises. Lessor shall have no claim against Lessee or any officer, agent, employee or contractor thereof on account of any such interference whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the Federal Facilities Agreement (FFA) or the Installation Restoration Program (IRP) or under this Lease or otherwise.

14.15 Reserved.

14.16 Wells. Lessee shall not install any drinking water or other wells in any location on the Premises without the prior written approval of Lessor.

14.17 Surface Disturbances. After construction of Lessee’s Improvements on the Premises as provided herein, Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface other than what is usual and customary for the anticipated uses without the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

14.18 Later Discovered Hazmat. If any Hazardous Material is newly discovered on a portion of the Premises after the Effective Date that:

(a) (i) were not placed on or introduced to the Premises by Lessee, and (ii) were present on the Premises prior to the Effective Date (collectively, “**Later-Discovered, Pre-Existing Hazmat**”); and

(b) such Later-Discovered, Pre-Existing Hazmat will cause Unavoidable Delay in the construction of Improvements;

then Lessee shall immediately notify Lessor and cease development activity in the impacted area of the Premises, and Lessee shall either:

(1) conduct such investigations and remedial actions as necessary under applicable Environmental Laws and continue development activity as the remedial process allows (and reserve any rights it may have to seek whatever compensation it is entitled to recover), if Lessor does not agree, within SEVEN (7) business days of receiving notice contemplated under this SECTION, to promptly investigate and remediate the detected contamination in accordance with Environmental Laws, and on a schedule and in a manner that does not interfere with Lessee’s development, use or construction plans, or

(2) obtain approval of any Leasehold Mortgagee, if any, and terminate this Lease upon written notice to Lessor.

15. PROTECTION OF WETLANDS.

Lessee shall minimize the destruction, loss, or degradation of any wetlands located on the Premises. Lessor believes there are no wetlands existing on the Premises as of the Effective Date. However, before locating new construction in wetlands, if any exist, Lessee shall contact Lessor and the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act (or if such regulatory authority has been delegated to ADEQ, shall obtain the equivalent permit or waivers from ADEQ). For purposes of this SECTION 15, the term, “**new construction**,” includes structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

16. INSURANCE.

16.1 Coverage Required. Lessee shall procure and maintain, or cause to be procured and maintained, the following types and amounts of insurance with respect to the Premises:

16.1.1 Builder’s Risk insurance covering the insured’s premises Improvements and all replacements and/or additions thereto for their full insurable value on a “replacement cost” plus ten percent (10%) basis, and requires an ISO Special Causes of Loss form or equivalent.

16.1.2 Comprehensive General Liability (\$5,000,000.00 per occurrence) insurance covering third party bodily injury and property damage, including coverage for “premises/operations,” “products and completed operations,” “host liquor” and “blanket contractual liabilities.”

16.1.3 Environmental Impairment Liability (\$2,000,000.00 per occurrence) insurance covering third party bodily injury and property damage associated with hazardous material storage facilities, tanks, piping, ancillary equipment and containment structures, or structures that are used, controlled, constructed or maintained on the Airport, and including expenses for defense, release mitigation and off- and on-site remediation.

16.1.4 Property (full value of personal property + improvements) insurance covering all essential personal property (property essential to continued business operations) and all operator improvements made to buildings or facilities on the Airport, including all replacements and/or additions

thereto, for their full insurable value (All Risks) on a replacement cost basis, and requires an ISO Special Causes of Loss form or equivalency.

16.1.5 *Worker's Compensation* insurance, as required by law, and *Employer's Liability* insurance in the amount of \$1,000,000.00 covering work-related injuries to employees and others permitted to operate or otherwise conduct business on the Premises.

16.1.6 Commercial Automobile Liability (\$1,000,000 per occurrence) insurance covering all owned, non-owned and hire vehicles operated on the Airport that are assigned to or used in the performance of commercial activities. If any hazardous materials are transported within Airport boundaries in conjunction with the operator's business activities, an MSC-90 Endorsement is required. Coverage amounts generally apply to Basic Injury per Person, Basic Injury per Accident and Property Damage.

16.2 Form. Each insurance policy obtained pursuant to this SECTION, except for *Worker's Compensation* and *Employer's Liability* policies, shall: (i) name Lessor as a certificate holder and additional insured via endorsement; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to Lessor not less than THIRTY (30) calendar days before such cancellation or modification takes effect (TEN (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of Lessor. Lessee shall not permit any insurance policy to be canceled or modified without Lessor's written consent unless equivalent or better replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A – VII or higher from the A.M. Best Company, or an equivalent rating and approved by Lessor.

16.3 Certificates of Insurance. Lessee shall deliver a certificate of insurance for each policy required herein to Lessor, in standard Acord or equivalent form, prior to the Effective Date and shall continue to provide such certificates throughout the Term of this Lease.

16.4 Additional Insurance. At any time during the Term of this Lease, Lessor may, if in its reasonable determination the insurance coverage required by this SECTION 16 is no longer adequate, require Lessee to increase its coverage to commercially reasonable amounts.

16.5 Blanket Insurance. Lessee's insurance obligations under this Lease may be satisfied by means of "blanket" or excess policies.

16.6 Insurance by Lessor. In the event Lessee shall fail to procure any insurance required hereunder, Lessor may, upon written notice to Lessee, procure and maintain any or all of the insurance required of Lessee under this SECTION. In such event, all costs of such insurance procured and maintained by Lessor on behalf of Lessee shall be the responsibility of Lessee and shall be fully reimbursed to Lessor within TEN (10) business days after Lessor advises Lessee of the cost thereof.

17. SURRENDER OF POSSESSION.

17.1 Condition of Premises.

17.1.1 Upon the expiration or earlier termination of this Lease, Lessee's right to occupy the Premises and exercise the privileges and rights granted thereunder shall cease, and Lessee shall peaceably surrender the same and leave the Premises broom clean and in good condition except for normal wear and tear, casualty (subject to Lessee's obligations under SECTION 7.7) and condemnation (subject to Lessee's obligations under SECTION 7.8). All trade fixtures, equipment, and other personal property installed or placed by Lessee on the Premises which can be removed without affecting the structure of the Building shall remain the property of Lessee, and Lessee shall have the

right at any time during the Term of this Lease, to remove the same from the Airport and Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within FIFTEEN (15) calendar days of the expiration or earlier termination of this Lease, or revocation of Lessee's right to occupy the Premises, shall be deemed abandoned, and ownership thereof shall vest in Lessor. Lessee shall, however, remain financially liable to Lessor for the reasonable cost of repairs to the Premises incurred as a result of Lessor's removal and/or relocation of property formerly belonging to Lessee and not otherwise removed from the Premises, as provided herein, and shall remit to Lessor payment for such costs within TEN (10) business days of Lessee's receipt of Lessor's invoice therefor.

17.1.2 Any trade fixtures, equipment or other property affixed to the Premises by Lessee shall, if required by Lessor, be permanently removed from the Premises by Lessee, at Lessee's expense, within FIVE (5) business days of Lease termination. Should Lessee fail to remove such trade fixtures, equipment or other property within said time, Lessor may remove and dispose of such trade fixtures, equipment or other property at Lessee's expense, and Lessee shall reimburse Lessor for the costs thereof within TEN (10) business days of receipt of Lessor's invoice therefor.

17.2 Holding Over. Lessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor. Should Lessee hold over without the express written consent of Lessor, such tenancy shall be at the sufferance of Lessor and not a renewal of the Term. In such case, the Base Rent and all other charges due pursuant to this Lease shall be payable at ONE HUNDRED FIFTY PERCENT (150%) of the amount payable during the last year of the Term, and such tenancy at sufferance shall be subject to every other term, covenant and provision of this Lease. In the event Lessee holds over, Lessee shall be liable for all of Lessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Lessor as a result of Lessee's holding over, and damages and expenses incurred by Lessor for its inability to deliver possession of the Premises to a new lessee.

18. INSPECTION BY LESSOR.

Lessor may enter upon the Premises at reasonable times during Lessee's normal business hours and upon at least TWO (2) business days' prior written notice to Lessee (except in emergencies, in which event Lessor may enter immediately and shall notify Lessee promptly following such emergency entry) for any reasonable purpose, including, but not limited to, compliance with the terms and conditions of this Lease and the exercise of its governmental functions for such activities as fire protection or security. Lessee may accompany Lessor on any Lessor inspections and entries. Lessor shall take reasonable steps to avoid interrupting or disrupting the conduct of business of Lessee or its sublessees on the Premises.

19. NOTICES.

19.1 All notices required or permitted under this Lease shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses or at such address as either Party may advise the other from time to time:

TO LESSOR: Mesa Gateway Airport Authority
Attn: Business Development Department
5835 South Sossaman Road
Mesa, Arizona 85212

TO LESSEE: Boyer Gateway East Mesa Retail 1, L.C.
c/o The Boyer Company, L.C.
101 South 200 East, Suite 200

Salt Lake City, Utah 84111

With required copy to: Parr Brown Gee & Loveless
(which shall not constitute notice) Attn.: Barton L. Gertsch, Esq.
101 S 200 E, Suite 700
Salt Lake City, Utah 84111

19.2 Any notice shall be deemed to have been received TWO (2) business days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or if given by reputable commercial overnight courier service.

20. SEVERABILITY.

Should a court of competent jurisdiction declare any provision of this Lease invalid, the remaining terms shall remain effective.

21. APPROVALS, CONSENTS AND NOTICES.

All approvals, consents and notices called for in this Lease shall be in writing, signed by the appropriate Party, and may not be established solely by oral testimony.

22. LIENS AND MORTGAGES.

22.1 Fee Mortgages. Lessor may mortgage its fee interest in the Premises; provided, however, that such fee mortgage (whether entered into prior and after the date of this Lease) is and shall be in all respects subject and subordinate to the Lease, including, without limitation, rights and remedies of the Leasehold Mortgagee under the Leasehold Mortgage and under any consent of the Lessor to an assignment of this Lease. Any mortgagee under a fee mortgage shall, prior to execution and recordation of such fee mortgage if this Lease is in effect (or prior to the execution of this Lease if such fee mortgage is then in existence), acknowledge and recognize in a writing, in form and substance satisfactory to Lessee and its Leasehold Mortgagee (as defined hereinafter), that such fee mortgage is subject and subordinate to the terms of this Lease.

22.2 Mortgaging of the Leasehold.

22.2.1 Definitions. “**Leasehold Mortgage**” shall mean any loan financing obtained by Lessee, as evidenced by any mortgage, deed of trust, assignment of leases and rents, financing statement, or other instrument and secured by Lessee’s interest in this Lease and the leasehold estate created hereby, including any extensions, modifications, amendments, replacements, supplements, renewals, refinancing, and consolidation thereof. “**Leasehold Mortgagee**” shall mean the holder of a Leasehold Mortgage.

22.2.2 Leasehold Mortgage. Notwithstanding anything in this Lease to the contrary, including, without limitation, the provisions of SECTION 9, Lessee, without Lessor’s consent may mortgage, collaterally assign, pledge, grant a security interest in, or otherwise encumber Lessee’s interest in this Lease and its leasehold interest (including any interest in the Improvements) under this Lease pursuant to one or more Leasehold Mortgages to secure indebtedness, including, without limitation, one or more loans to finance construction and/or acquisition of Improvements and other development on the Premises or the leasehold estate created by this Lease, and including refinancings thereof, provided that (a) such leasehold liens comply with this SECTION 22, and (b) no Leasehold Mortgage shall extend to or affect the fee, the reversionary fee interest or the estate of Lessor in the Premises. If,

from time to time, Lessee or Lessee's permitted successors or assigns encumbers this Lease with a Leasehold Mortgage, and if the Leasehold Mortgagee delivers to Lessor: (i) an executed counterpart of such Leasehold Mortgage; (ii) any assignment thereof; (iii) written notice of the Leasehold Mortgagee's name and address; and (iv) the pertinent recording data for the Leasehold Mortgage, Lessor agrees that from and after the date of receipt by Lessor of such notice and for the duration of such Leasehold Mortgage, the provisions of this SECTION 22 shall apply.

22.3 Termination of Lease. There shall be no cancellation, amendment, supplement, surrender, or modification of this Lease by Lessor or Lessee without the prior written consent of Leasehold Mortgagee, which may be withheld in the Leasehold Mortgagee's sole and absolute discretion. Notwithstanding the foregoing (but subject to Leasehold Mortgagee's rights set forth in this SECTION 22), nothing herein shall be deemed to prohibit Lessor from terminating this Lease in accordance with its terms.

22.4 Notices to Leasehold Mortgagees. Provided that each Leasehold Mortgagee has delivered a notice to Lessor of the existence of such Leasehold Mortgage and such Leasehold Mortgagee's notice address as provided in SECTION 22.2 hereof, if serving Lessee with any notice of default, Event of Default or termination, Lessor shall simultaneously send a copy of such notice to Leasehold Mortgagee. No notice of a default, Event of Default or termination shall be effective unless such notice is also delivered to each Leasehold Mortgagee. Any notice required to be given to Leasehold Mortgagee shall be given in the same manner as sent to Lessee, addressed to Leasehold Mortgagee at the address and to the attention of the person designated by such Leasehold Mortgagee under SECTION 22.2 hereof.

22.5 Curative Rights of Leasehold Mortgagees. Leasehold Mortgagee shall have the same rights as Lessee to cure such Event of Default plus an additional period of THIRTY (30) days to remedy or cause to be remedied any monetary Event of Default, and an additional NINETY (90) days to cure any non-monetary Event of Default, in each case, of which it receives notice pursuant to SECTION 22.4, provided such Leasehold Mortgagee shall reimburse Lessor, at the time of so remedying the default, for all reasonable documented out of pocket costs and expenses of Lessor for maintaining, protecting, insuring, and operating the Premises during the additional THIRTY (30) or NINETY (90) day period.

22.6 Limitation Upon Termination Rights of Lessor. If an Event of Default has occurred and has not been cured in accordance with the provisions of this Lease, notwithstanding the existence of such Event of Default, Lessor may not terminate this Lease so long as the Leasehold Mortgagee has commenced an Enforcement Action against Lessee within the cure periods provided to Leasehold Mortgagee pursuant to SECTION 22.7.1 below, and is diligently prosecuting such Enforcement Action to completion, and the Leasehold Mortgagee (a) has cured, or has caused to be cured, any then-existing monetary Event of Defaults and non-monetary Events of Default which Leasehold Mortgagee can cure without having obtained possession of the Premises (with the exception of Lessee's non-monetary defaults of such a personal nature that they cannot be cured by Leasehold Mortgagee); and (b) pays the Rent and other charges due under this Lease during the continuance of such proceeding. If a Leasehold Mortgagee is required to obtain possession of the Premises before such Leasehold Mortgagee can cure a non-monetary default, the cure periods set forth above shall be tolled for such amount of time as is necessary for the Leasehold Mortgagee to obtain possession of the Premises. Upon the completion of such foreclosure action, all defaults which are not capable of being cured shall be deemed waived. In no event shall Leasehold Mortgagee have any obligation to cure any default of Lessee under this Lease unless and until Leasehold Mortgagee becomes the owner of said leasehold estate by foreclosure, sale in lieu of foreclosure, or otherwise.

22.7 Mortgagee Lease. Lessor agrees that if this Lease is terminated for any reason (other than as provided in accordance with SECTIONS 7.7 (if Leasehold Mortgage has consented to such termination), 7.8 (if there is a Condemnation of the entire Premises or otherwise if Leasehold Mortgage has consented to such termination), and 14.18), or if the Lease is rejected in a bankruptcy proceeding, subject to the rights herein granted to Leasehold Mortgagee, Lessor will enter into a new lease (the "**Mortgagee Lease**") of the Premises

with the Leasehold Mortgagee for the remainder of the Term effective as of the date of termination, at the same Base Rent and on the same terms, provisions, covenants, and agreements as contained in this Lease, provided;

22.7.1 Leasehold Mortgagee shall request Lessor execute such a Mortgagee Lease within NINETY (90) days after the date of termination and shall, within THIRTY (30) days after its receipt from Lessor of a written statement of all Base Rent and other amounts then due to Lessor under this Lease, pay to Lessor all such amounts (with the exception of amounts due by reason of Lessee's indemnification obligations set forth in SECTION 14);

22.7.2 Leasehold Mortgagee shall pay to Lessor at the time of the execution and delivery of the Mortgagee Lease: (a) any sums due under this Lease but for the termination; and (b) all reasonable attorney's fees and expenses actually incurred by Lessor in connection with entering into such new Lease;

22.7.3 Leasehold Mortgagee shall cure all defaults of Lessee under the terms of this Lease (excluding Lessee's non-monetary defaults of such a personal nature that they cannot be cured by Leasehold Mortgagee, which defaults shall be deemed waived);

22.7.4 Leasehold Mortgagee, as replacement Lessee under the Mortgagee Lease, shall have the same right, title, and interest in and to the Premises and the right to use the Improvements thereon as Lessee had under this Lease.

22.8 Agreement Between Lessor and Leasehold Mortgagee. Lessor, upon request, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, by and among Lessor, Lessee, and Leasehold Mortgagee (provided the same has been previously executed by Lessee and Leasehold Mortgagee) agreeing to all of the provisions of this SECTION 22, in form and substance reasonably satisfactory to Leasehold Mortgagee and Lessor.

22.9 Limitation on Liability of Leasehold Mortgagee. Notwithstanding any other provision of this Lease, Lessor agrees that Leasehold Mortgagee shall in no manner or respect whatsoever be liable or responsible for any of Lessee's obligations or covenants under this Lease (nor shall any rights of such Leasehold Mortgagee be contingent on the satisfaction of such obligations or covenants), unless and until Leasehold Mortgagee becomes the owner of said leasehold estate by foreclosure, sale in lieu of foreclosure, or otherwise, in which event such Leasehold Mortgagee shall be liable for such obligations and covenants only while it remains the owner of said leasehold estate.

22.10 No Merger. So long as any Leasehold Mortgage remains outstanding, the fee title and the leasehold estate created by this Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in either the Lessor or the Lessee or a third party, by purchase or otherwise.

22.11 Foreclosure by Leasehold Mortgagee. In no event shall Lessor's consent be required, for any transfer or assignment of this Lease to Leasehold Mortgagee, any purchaser at a foreclosure sale or any other third party as a result of a foreclosure, trustee's sale or delivery of a deed in lieu of foreclosure (an "**Enforcement Action**"). In the event of any transfer or assignment of this Lease as a result of the foreclosure action, Lessor shall recognize such Leasehold Mortgagee, any purchaser at a foreclosure sale or any other third party who has succeeded to Lessee's interest under this Lease as a result of an Enforcement Action as "Lessee" for all purposes under this Lease. Promptly following an Enforcement Action, the then Lessee shall provide Lessor with such Lessee's notice address and shall make the Security Deposit to the extent required by SECTION 5.1 of this Lease.

22.12 Conflicts. In the event of a conflict between the provisions of this SECTION 22 and the provisions of the Lease, this SECTION 22 shall control.

23. GOVERNING LAW; ATTORNEY'S FEES.

The laws of the State of Arizona shall govern the matters set forth in this Lease. Venue of any action brought under this Lease shall, at the option of Lessor, lie in Maricopa County, Arizona.

24. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

Lessee shall at all times comply with all Federal, state and local laws, ordinances, rules, and regulations which are applicable to its activities on the Airport, the Premises itself (including but not limited to the *Americans with Disabilities Act*), or the operation, management, maintenance, or administration of the Premises, including all laws, ordinances, rules and regulations adopted after the Effective Date. Lessee shall be responsible for controlling and preventing disruptive pedestrian and vehicle traffic associated with its activities on the Premises. Lessee also shall display to Lessor any permits, licenses, or other evidence of compliance with laws upon request.

25. CORPORATE AUTHORIZATION.

In executing this Agreement, Lessee represents and warrants to Lessor that if Lessee is a corporation, Lessee has obtained and been granted the full right, power and authority to enter into this Lease. In executing this Agreement, Lessor represents and warrants to Lessee that Lessor has obtained and been granted the full right, power and authority to enter into this Lease.

26. UTILITY LINES AND SERVICE CHARGES.

26.1.1 Connections and Services. Lessee shall, at no cost or expense to Lessor, provide or arrange for any public utility, water and sewage lines, connections and services that are needed in connection with any building(s), structure(s) or other improvement(s) placed on the Premises by Lessee, or required for Lessee's activities thereon, and shall be responsible for the maintenance of such lines and connections from where they enter the Premises. If requested in advance to do so by Lessee, Lessor will grant reasonable rights-of-way on or across the Airport to suppliers of public utility services for the purpose of supplying Lessee with such services, but Lessor reserves the right to designate the lands along which such rights-of-way shall be granted so as to cause the least inconvenience in the operation of the Airport and other Airport tenants.

26.1.2 Payment. Lessee shall pay for all utilities, including trash collection, used in its operations at the Premises. The charges and method of payment for each utility or service shall be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish.

26.1.3 Continued Use and Repair. Notwithstanding the execution of this Lease, Lessor retains the right to the continued use of such utility lines and services as are presently on the Premises and the right to repair the same when necessary in Lessor's reasonable discretion, including but not limited to, any utility easements on the Premises. Lessor agrees to coordinate any entry onto the Premises with Lessee and shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Lessee's activities or the activities of Lessee's employees, agents, contractors, subtenants or invitees (collectively, "**Lessee's Occupants**") thereon.

27. RESERVATIONS TO LESSOR.

The Premises are accepted “as is, where is” by Lessee, subject to the Permitted Exceptions. Lessor reserves the right to grant reasonable easements, rights-of-way, and permits, over, on, or across any portions of the Premises for commercially reasonable purposes; provided, that Lessor and the grantee, as applicable, shall not exercise such rights so as to unreasonably interfere with or disrupt Lessee’s or and Lessee’s Occupant’s activities on the Premises, including the development of the Premises, to be determined in the reasonable judgment of Lessor and Lessee, and all such interference shall be minimized. The location of any such easements, rights-of-way and/or permits shall be subject to Lessee’s prior written consent which shall not be unreasonably withheld, conditioned or delayed. Lessor shall provide Lessee reasonable notice of any plan to undertake the activities contemplated under this SECTION and shall coordinate with Lessee regarding the execution of such plans to minimize any interference with Lessee’s or any Lessee’s Occupant’s activities on the Premises. All work shall be in compliance with all applicable laws, including Environmental Laws, and the surface of the Premises shall be restored to its original condition, including any necessary remediation in accordance with Environmental Laws of any contamination associated with any Hazardous Material disturbed during any construction, at no cost to Lessee, upon the completion of any construction. Lessor agrees that any rights granted to any parties by reason of this clause shall contain provisions obligating such parties to, at a minimum, the same conditions applicable to Lessor under this SECTION 27, including but not limited to that the surface of the Premises and any Improvements shall be promptly restored to their original condition, at no cost to Lessee, promptly upon the completion of any construction.

28. FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS.

To the extent required by applicable law or applicable FAA guidance, as it may be updated from time to time:

28.1 Lessee agrees that in the event Lessee’s improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

28.2 Lessee agrees that: (a) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex or national origin in the use of the Premises; (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin; and (c) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

28.3 Lessee assures Lessor that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, or sex, age or handicap, be excluded from participating in any activity.

28.4 Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance therefrom; provided that the foregoing does not give Lessor the right to develop new landing areas on the Premises.

28.5 Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. Lessor and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport, or any publicly owned facilities of the Airport.

28.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport.

28.7 There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

28.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

28.9 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

28.10 Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

28.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §§ 40103(e) and 47107(a)(4).

28.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

29. TITLE VI.

29.1 Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated or identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. Lessee understands and acknowledges that the FAA requires inclusion of and adherence to the terms and conditions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) ("**Title VI**") in all airport/aviation lease agreements where Lessor receives federal funding, including the Lease in this instance.

29.2 During the Term, Lessee, for itself, its assignees, and successors in interest agrees as follows:

29.2.1 Compliance with Regulations. Lessee will comply with the Title VI List of Pertinent Non-Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

29.2.2 Non-discrimination. Lessee, with regard to the work performed by it during Lease, will not discriminate on the grounds of race, color, national origin (including limited English

proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

29.2.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of Lessee's obligations under this Lease and the Non-discrimination Acts And Authorities on the grounds of race, color, or national origin.

29.2.4 Information and Reports. Lessee will provide all information and reports required by the acts, the regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Lessor or the FAA as appropriate and will set forth what efforts it has made to obtain the information.

29.2.5 Sanctions for Noncompliance. In the event of Lessee's noncompliance with the Nondiscrimination provisions of this Lease, Lessor will impose such default remedies as it or the FAA may determine to be appropriate, including, but not limited to:

- (a) withholding payments, if any, to Lessee under the Lease until Lessee complies; and/or
- (b) cancelling, terminating, or suspending the Lease, in whole or in part, in accordance with, but subject to, SECTIONS 11 and 22.

29.2.6 Incorporation of Provisions. Lessee will include the provisions SUBSECTIONS 29.2.1 through 29.2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, the regulations and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as Lessor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

29.3 The Lessee for itself, and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Non-Discrimination Acts and Authorities.

29.4 During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to

the following (which Lessor is required to disclose and include in such Lease and other agreements, pursuant to FAA regulation):

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087) (2005); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29.5 Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended.

30. FEDERAL FAIR LABOR STANDARDS ACT

This Lease incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

31. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Lease incorporates by reference the provisions of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

32. INCORPORATION OF QUITCLAIM DEED

Lessor owns the Airport pursuant to a Quitclaim Deed from the United States Government dated April 14, 1998 and recorded in the official records of Maricopa County, Arizona on April 30, 1998 as Entry No. 98-0354787 (the “**Deed**”), a copy of which is available to Lessee upon request and is hereby incorporated in its entirety. To the extent the Deed has terms, conditions, obligations, requirements or restrictions that apply to this Lease, Lessor, Lessee or any matter in connection herewith, Lessee agrees to be bound by all the terms, covenants and conditions of the Deed, including the following:

32.1 That this Lease is subject to all terms and conditions of the Deed; and

32.2 That in case of any conflict between the Deed and this Lease, the Deed shall control.

33. REQUIRED PROVISIONS OF QUITCLAIM DEED.

33.1 Section VI (A)(5)(c) of the Deed requires that the following provisions be included in this Lease:

33.1.1 In furnishing services to the public, Lessee shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin, and Lessee shall otherwise provide such services on a fair, equal, and not unjustly discriminatory basis to all users thereof.

33.1.2 Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit for service; except, however, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

33.2 If the Premises are within any of the archaeological sites identified in Section VIII.A of the Deed, then, the provisions of Section VIII of the Deed shall be deemed incorporated in this Lease by this express reference to Section VIII of the Deed.

33.3 To the extent the Deed requires that other specific provisions thereof be inserted in this Lease by express reference to the Deed, this sentence shall constitute an express reference to all such applicable provisions of the Deed.

34. INTENTIONALLY DELETED.

35. DEFAULT BY LESSOR.

In the event of any alleged breach by Lessor of its covenants or obligations contained in this Lease, Lessee shall have available all rights and remedies provided at law or in equity, subject to the terms and conditions of this Lease; provided, however, Lessee may not exercise any such right or remedy unless Lessee has notified Lessor by written notice of such alleged default, and Lessor has not cured such default within the THIRTY (30) calendar day period subsequent to receipt of such notice or, in the event such alleged default is of such a nature that it cannot reasonably be cured within such THIRTY (30) calendar day period, Lessor has failed to cure such alleged default with all due diligence. Notwithstanding anything to the contrary contained in this Lease, in no event shall Lessee be entitled to terminate this Lease or abate or offset any installment of Base Rent, or any other payments to be made by Lessee hereunder except as expressly permitted in SECTIONS 7.7, 7.8, and 14.18 of this Lease.

36. BROKERS.

Lessor and Lessee each represents and warrants to the other Party that it has not had any dealings with any real estate brokers, finders or agents in connection with this Lease. Lessor and Lessee each agrees to indemnify, defend (with counsel selected by the other) and hold the other Party and other Party's nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages arising from a breach of such Party's representation and warranty in this Section.

37. SALE BY LESSOR.

Lessee agrees to look solely to Lessor's interest in the Premises and any insurance proceeds, including rents, profits, proceeds and awards for the recovery of any judgment against Lessor, it being agreed that neither Lessor nor the holders of the equity interests of Lessor, nor the members, partners, officers, directors or shareholders of Lessor shall be personally liable for any such judgment. In the event of any sale or other conveyance by Lessor of its interest in the Premises, Lessor shall be automatically freed and released from all personal liability accruing from and after the date of such sale or conveyance as respects the performance of any covenant or obligation on the part of Lessor contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall be binding on the Lessor and its successors and assigns only during and in respect to the respective successive periods of ownership of the Premises.

38. ESTOPPEL CERTIFICATE.

Each of Lessor and Lessee shall, without charge, at any time and from time to time hereafter, within TEN (10) business days after written request from the other Party to do so, certify, by written instrument duly

executed and acknowledged by such Party and certified to the other Party and to any prospective lender or purchaser/assignee: (i) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the existence of any default hereunder to the best of such Party's knowledge; (iii) as to the date on which Lessee was obligated to commence paying any charges hereunder and the expiration date of the Term; (iv) as to whether this Lessee has assigned or transferred its interests or any portion thereof in this Lease; and (v) as to any other matters relating to this Lease and the Premises as may be reasonably requested. The requesting Party and any prospective purchaser or lender to whom the same was certified may rely upon any such certificate.

39. UNAVOIDABLE DELAY.

In the event either Party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such Party ("**Required Act**"), and such delay or hindrance is due to Unavoidable Delay (as defined below), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of Unavoidable Delay. For purposes of this Lease, "**Unavoidable Delay**" shall mean, with respect to either Party, an unavoidable delay in the performance by such Party of any non-monetary conditions or obligations under this Lease due including but not limited to: (a) construction delay to the extent caused by the other Party, (b) legal proceeding brought by a non-Party with respect to the Improvements or any provision or requirement of this Lease which by its nature prohibits the Improvements from being commenced, continued and/or completed, (c) a Party not receiving a governmental permit, license, entitlement approval or inspection in time to meet a contractual time period imposed hereunder provided that Party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, (d) flood, (e) epidemic, (f) quarantine restriction, (g) unusually severe weather not reasonably anticipated, (h) strike, (i) walkout, (j) lock-out, (k) war, (l) national emergency, (m) fire, (n) act of God, (o) act of terrorism, (p) natural disaster, (q) explosion, (r) default by the other Party hereunder in the performance of its obligations hereunder, (s) delay caused by the discovery, presences or actions necessary to investigate or remediate Hazardous Material under SECTION 14 (but excluding Hazardous Material attributable to the Party claiming Unavoidable Delay), or (t) unavailability or shortage of materials or labor that could not be reasonably anticipated, or (u) other causes beyond such Party's control; provided that no Unavoidable Delay shall exist unless the Party claiming such Unavoidable Delay shall give written notice to the other Party of the occurrence of the Unavoidable Delay not later than FORTY-FIVE (45) days after the commencement of such Unavoidable Delay.

40. ADDITIONAL PAYMENTS.

40.1 Within FORTY-FIVE (45) days of the end of each calendar quarter occurring during the Term, Lessee shall pay Lessor an amount equal to TEN PERCENT (10%) of Operating Cash Flow (defined below) received by Lessee from the Premises. Operating Cash Flow shall be determined on a cash basis in accordance with accounting standards currently used by The Boyer Company, L.C. and applied on a consistent basis. Because the use of cash basis accounting may cause distortions, certain adjustments may be made including but not limited to the following: (x) Lessee may establish and increase such reserves as it reasonably deems to be required for the proper management, maintenance and operation of the Premises, and (y) Lessee shall make such adjustments as may be reasonably required fairly to present Operating Cash Flow including, but not limited to, matching rents and expenditures and amortizing capital or extraordinary expenditures over more than one year. To the extent reimbursed by a sublessee, the cost of refurbishing or replacing tenant improvements and performing similar work after initial construction of the building shall be treated as an Expenditure in the year(s) in which the sublessee reimburses Lessee for such tenant improvements. If no such itemized reimbursement is made by a sublessee or to the extent the reimbursement is less than the cost incurred, the net cost of refurbishing or replacing tenant improvements and performing similar work shall be treated as an Expenditure by amortizing the cost thereof on a straight-line method over the term of the sublease. For purposes of this ARTICLE 40, (i) "**Operating Cash Flow**" means all Rent less all Expenditures; (ii) "**Rent**" means all base

annual rents, percentage rents and other rents, revenues and charges actually received by Lessee from sublessees of the Premises, but excluding receipts from loans (including member loans and Refinancing Proceeds (defined below)), Sales Proceeds (defined below), contributions to capital, insurance proceeds, recoveries in connection with eminent domain proceedings or recoveries in connection with other actions (but including as part of Rent recoveries of any unpaid Rent); and (iii) “**Expenditures**” means all costs, expenses and fees incurred by Lessee in connection with the construction, ownership, financing, improvement, operation, leasing, management, maintenance and repair of the Premises and/or horizontal improvements for the Premises (which cost, expenses and fees shall be reasonably allocated to the Premises by Lessee (as so allocated, the “**Applicable Horizontal Expenditures**”)) or required by any Leasehold Mortgage including, without limitation, a management fee of 4% of all Rents, income taxes and repayment of advances made by the owners of Lessee or another lender to pay Expenditures in prior periods and all payments of debt service, preferred returns and equity contributions or repayments of member loans made to Lessee. Any payment or demand for return of an overpayment made to Lessor pursuant to this SECTION 40.1, shall be accompanied by a written statement setting forth in reasonable detail the manner in which Operating Cash Flow was calculated. Each such statement shall be conclusive and binding upon Lessor unless within ONE (1) year after receipt of such statement Lessor notifies Lessee in writing that Lessor disputes the correctness of such statement, specifying the particular respects in which the statement is claimed to be incorrect. Lessee shall grant to Lessor and to attorneys or independent certified public accountants retained by Lessor, but not on a contingency basis, at Lessor’s sole cost and expense, access to Lessee’s books and records upon reasonable notice during normal business hours for the purpose of verifying the amounts calculated and paid pursuant to this SECTION 40.1, and whether such payments were reasonable and proper. If, after audit, the Operating Cash Flow in question is determined to have been understated, Lessee shall pay any deficiency to Lessor, and, if the Operating Cash Flow in question is determined to have been overstated, Lessor shall pay any overpayment to Lessee. To assure that Lessor receives the appropriate payment of Operating Cash Flow as set forth in this SECTION, Lessee shall not distribute any Operating Cash Flow unless and until the Lessor receives payment in an amount proportional to the amount of any Operating Cash Flow received by Lessee, provided, the foregoing shall not prevent Lessee or its affiliates from making payments of any Expenditures.

40.2 In addition, upon a refinance of the initial construction loan or a sale of the leasehold interest in the Premises, Lessee shall pay to Lessor an amount equal to TEN PERCENT (10%) of the Refinancing Proceeds (defined below) or Sales Proceeds (defined below), as applicable. For purposes hereof, (i) “**Refinancing Proceeds**” means the actual amount of cash proceeds derived from the refinancing of a construction mortgage with respect to the Premises, less the following to the extent paid or reimbursed from such cash proceeds (A) the cost and expense of the refinancing including, without limitation, commissions and attorneys’ fees and costs; (B) all principal, interest, preferred returns or other payments to lenders on the mortgage or other indebtedness of Lessee related to the Premises including, without limitation, loans or advances made by affiliates of Lessee, including member loans to Lessee, (C) all other Expenditures made from such cash proceeds; (D) the cost of any improvements to the Premises and the Applicable Horizontal Expenditures; and (E) such deposits to cash reserves as Lessee determines are required to pay anticipated Expenditures or liabilities and otherwise satisfy obligations related to the Premises or any mortgage including, without limitation, contingent liabilities; and (ii) “**Sale Proceeds**” means the actual amount of cash proceeds derived from the sale or other disposition of all or any part of the leasehold interest in the Premises, less the following to the extent paid or reimbursed from such cash proceeds: (A) the cost and expense incurred in connection with the sale or other disposition of the leasehold interest in the Premises, including, without limitation, commissions and attorneys’ fees and costs; (B) all principal, interest, preferred interests or other payments to lenders on indebtedness related to the Premises including, without limitation, loans or advances made by affiliates of Lessee, including member loans to Lessee; (C) all other Expenditures made from such cash proceeds; (D) the cost of any improvements to the Premises and the Applicable Horizontal Expenditures; and (E) such deposits to cash reserves as Lessee determines are required to pay anticipated Expenditures or liabilities and otherwise satisfy obligations related to the Premises or any mortgage including, without limitation, contingent liabilities. To assure that Lessor receives the appropriate payment of Refinancing Proceeds and Sales Proceeds as set forth in this SECTION, Lessee shall not distribute any Refinancing Proceeds or Sales

Proceeds unless and until the Lessor receives payment in an amount proportional to the amount of any Refinancing Proceeds or Sales Proceeds received by Lessee, provided, the foregoing shall not prevent Lessee or its affiliates from making payments of any Expenditures.

40.3 The obligations under this SECTION 40 are personal to the Lessee named herein (or any affiliate to which Lessee transfers this Lease). Without limiting the generality of the foregoing, upon the sale of the leasehold interest in the Premises at or above fair market value as reasonably determined by Lessee to a party that is not an affiliate of Lessee and the payment by Lessee to Lessor of TEN PERCENT (10%) of the Sales Proceeds, or the sale at or a foreclosure or delivery of a deed in lieu of foreclosure or other Enforcement Action, the provisions of SECTIONS 40.1 and 40.2 automatically shall terminate and be of no further force and effect.

41. MISCELLANEOUS.

41.1 Personal Liability. No member of or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease because of any breach thereof, or because of its execution or attempted execution.

41.2 No Waiver. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought.

41.3 Non-Waiver of Rights. No waiver or default by Lessor of any of the terms, conditions, covenants or agreements hereof to be performed, kept or observed by Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions or agreements herein contained to be performed, kept or observed by Lessee, and Lessor shall not be restricted from later enforcing any of the terms and conditions of this Lease.

41.4 Amendment. This Lease contains all agreements of the Parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. Oral commitments or promises are not enforceable and shall not be binding or made part of this Lease. Any revisions or modifications to this Lease must be in writing and mutually accepted by persons with full and complete authority to bind the Party.

41.5 Litigation Expenses. In the event of litigation between Lessor and Lessee in connection with this Lease, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses of litigation, including witness fees, expert witness fees, and court costs.

41.6 Headings. The headings contained herein are for convenience in reference only and are not intended to define or limit the scope of this Lease or any term thereof.

41.7 Entire Agreement. This Lease, including exhibits attached hereto at the time of its execution, constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters.

41.8 Memorandum of Lease. Upon request of a Party, the Parties will execute a memorandum of lease in the form attached hereto as **EXHIBIT E**, and the requesting Party may record the memorandum against the Premises in the Official Records of Maricopa County, Arizona.

41.9 Quiet Enjoyment. So long as this Lease is in full force and effect and Lessee performs all of Lessee's obligations hereunder, Lessee shall peacefully and quietly have, hold and enjoy the Premises for the Term without interference from Lessor, or anyone claiming by, through or under Lessor, subject to all of the provisions of this Lease.

42. INCORPORATION OF RECITALS.

The recitals set forth herein are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.

43. DECLARATIONS.

43.1 Subordination. The Premises are subject and subordinate to (a) that certain Declaration of Covenants, Conditions, Restrictions and Easements for Gateway East dated August 28, 2025 and recorded on September 10, 2025 in the Official Records of Maricopa County, Arizona as Instrument No. 2025-0523001 (“**Gateway East Declaration**”) and (b) the Declaration of Reciprocal Access and Parking Easements dated August 28, 2025 and recorded on September 10, 2025 in the Official Records of Maricopa County, Arizona as Instrument No. 2025-0523036 (“**Parking Declaration**”). Lessee hereby agrees to fulfill and comply with the duties and obligations (i) of a “Lessee” and an “Occupant” as defined under the Gateway East Declaration with respect to the Premises and (ii) of a “Lessee” as defined under the Parking Declaration with respect to the Premises.

43.2 Assessments and other Obligations. Lessee shall pay its “Common Expense Share” of “Common Expenses” as defined in and set forth in the Gateway East Declaration. Such payment obligation shall constitute “additional rent” under this Lease. Lessee shall fulfil any other obligations it may have as a “Occupant” in accordance with the Gateway East Declaration with respect to the Premises.

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

EXECUTED to be effective on the date specified above.

LESSOR:

MESA GATEWAY AIRPORT AUTHORITY, an
Arizona joint powers airport authority

By: _____
J. Brian O'Neill, A.A.E.
Executive Director/CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

ACKNOWLEDGED before me this ____ day of _____, 20__, by J. Brian O'Neill, in his
capacity as the Executive Director/CEO of the Mesa Gateway Airport Authority.

Notary Public

My Commission Expires:

LESSEE:

**BOYER GATEWAY EAST MESA RETAIL 1,
L.C.,** a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability
company, its Manager

By: _____
Name: _____
Its: Manager

STATE OF UTAH)
) ss.
County of Salt Lake)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ____ day of _____,
202_, by _____ in his capacity as Manager of The Boyer Company, L.C., a Utah limited
liability company, the Manager of Boyer Gateway East Mesa Retail 1, L.C., a Utah limited liability company, for
and on behalf of said limited liability company.

My Commission Expires:

Notary Public

EXHIBIT A**LEGAL DESCRIPTION AND DEPICTION OF THE PREMISES****LEGAL DESCRIPTION
FOR
GATEWAY EAST RETAIL SITE
LOT 200**

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 2629.00 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 423.38 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 246.54 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 37.20 FEET;

THENCE NORTH 01 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 257.16 FEET TO THE BEGINNING OF A TANGENT CURVE, BEING CONCAVE TO THE NORTH, WITH A RADIUS OF 1979.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 44 MINUTES 51 SECONDS, A LENGTH OF 25.82 FEET;

THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT OF WAY LINE, NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 164.83 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 52.14 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 31.04 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 74.00 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 134.19 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.00 FEET;

DEC 2025
GWE - LOT 200



DIBBLE PROJECT NO
1124156

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.37 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 193.14 FEET;

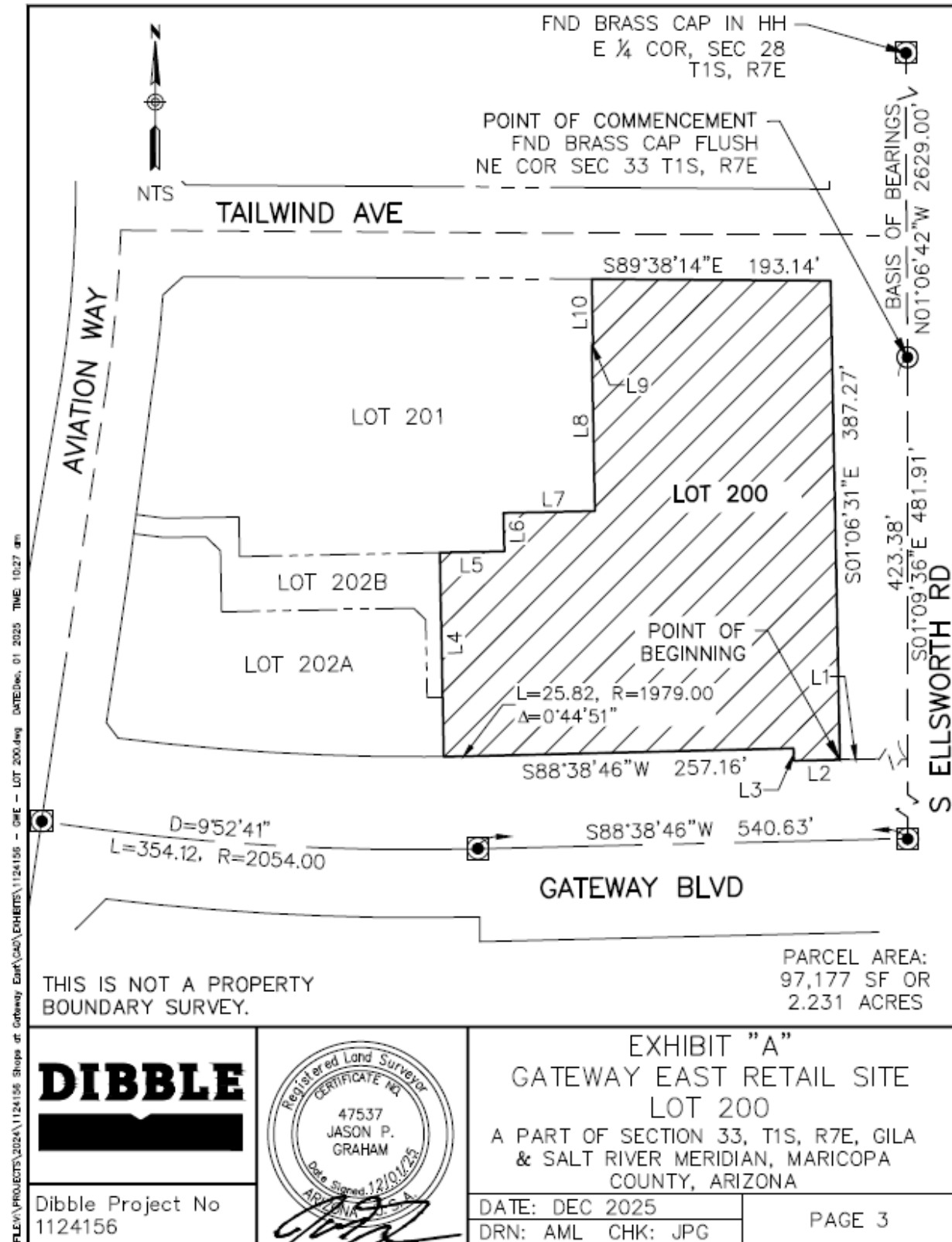
THENCE SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 387.27 FEET TO THE
POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 97,177 SQUARE FEET OR 2.231
ACRES OF LAND, MORE OR LESS.



DEC 2025
GWE - LOT 200

PAGE 2
DIBBLE

DIBBLE PROJECT NO
1124156



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°50'58"W	246.54'
L2	S88°38'46"W	37.20'
L3	N01°21'14"W	10.00'
L4	N01°06'32"W	164.83'
L5	N88°53'28"E	52.14'
L6	N01°06'32"W	31.04'
L7	N88°53'28"E	74.00'
L8	N01°06'32"W	134.19'
L9	N88°53'40"E	1.00'
L10	N01°06'32"W	53.37'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1124156



EXHIBIT "A"
GATEWAY EAST RETAIL SITE
LOT 200
A PART OF SECTION 33, T1S, R7E, GILA
& SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

DATE: DEC 2025

DRN: AML CHK: JPG

PAGE 4

FILE:\PROJECTS\2024\1124156 Shop at Gateway East\CAD\EXHIBITS\1124156 - ONE - LOT 200.dwg DATE: Dec, 01, 2025 TIME: 10:27 am

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

**EXHIBIT "A"
LEGAL DESCRIPTION
FOR
GATEWAY EAST RETAIL SITE
LOT 202B**

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 2629.00 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 256.79 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 566.66 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 116.96 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 12.50 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 63.00 FEET;

THENCE NORTH 46 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 13.44 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 28 SECONDS WEST, A DISTANCE OF 155.48 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 49.46 FEET;

THENCE NORTH 46 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 16.26 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 28 SECONDS WEST, A DISTANCE OF 34.23 FEET;

THENCE NORTH 82 DEGREES 37 MINUTES 17 SECONDS WEST, A DISTANCE OF 24.35 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AVIATION WAY;

THENCE UPON AND WITH SAID EASTERLY RIGHT OF WAY LINE, NORTH 07 DEGREES 22 MINUTES 43 SECONDS EAST, A DISTANCE OF 15.50 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 82 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 23.20 FEET;

DEC 2025
GWE - LOT 202B



DIBBLE PROJECT NO
1124156

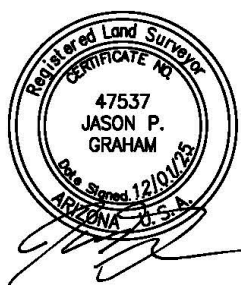
p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 60.08 FEET;

THENCE SOUTH 01 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.00 FEET;

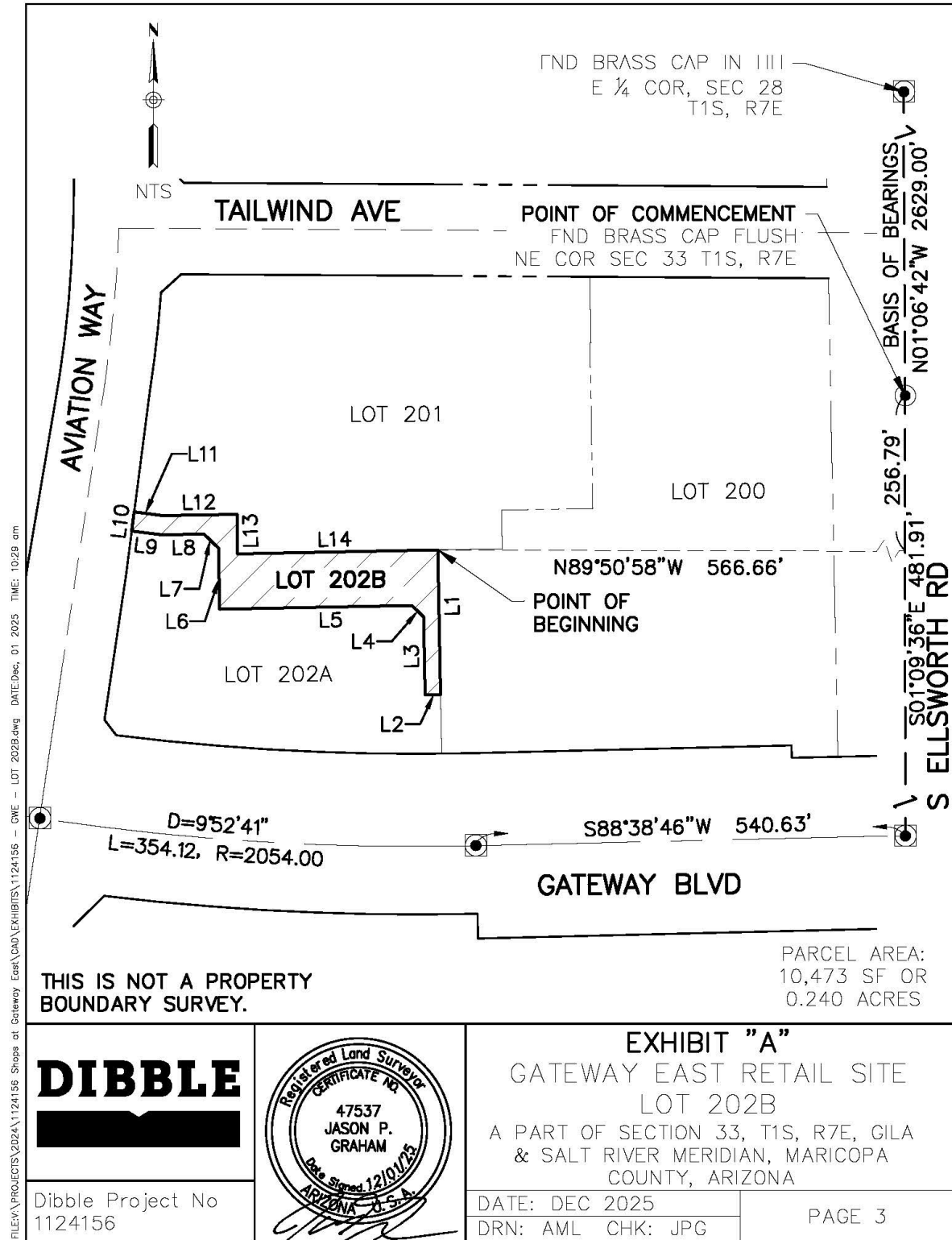
**THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 161.98 FEET TO THE
POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 10,473 SQUARE FEET OR 0.240
ACRES OF LAND, MORE OR LESS.**



DEC 2025
GWE — LOT 202B

PAGE 2
DIBBLE

DIBBLE PROJECT NO
1124156



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LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01°06'32"E	116.96'
L2	S88°53'29"W	12.50'
L3	N01°06'32"W	63.00'
L4	N46°06'32"W	13.44'
L5	S88°53'28"W	155.48'
L6	N01°06'32"W	49.46'
L7	N46°06'32"W	16.26'
L8	S88°53'28"W	34.23'
L9	N82°37'17"W	24.35'
L10	N07°22'43"E	15.50'
L11	S82°37'17"E	23.20'
L12	N88°53'28"E	60.08'
L13	S01°06'32"E	32.00'
L14	N88°53'28"E	161.98'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE
[Redacted]

Dibble Project No
1124156

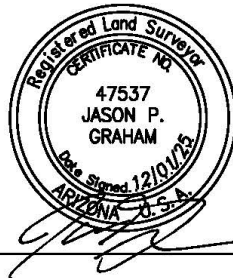


EXHIBIT "A"

GATEWAY EAST RETAIL SITE
LOT 202B

A PART OF SECTION 33, T1S, R7E, GILA
& SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

DATE: DEC 2025

DRN: AML CHK: JPG

PAGE 4

EXHIBIT B

AIRPORT RATES & CHARGES SCHEDULE

(Link)

<https://www.gatewayairport.com/policiesdocumentsandforms>

AIRPORT FEES, SERVICES AND RENTAL RATES SCHEDULE

(Link)

<https://www.gatewayairport.com/policiesdocumentsandforms>

EXHIBIT C
PERMITTED EXCEPTIONS

LOT 200:

1. Taxes which may be assessed or levied subsequent to the effective date herein, and subsequent years.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2025.
3. Reservations contained in the Patent

From: The United States of America
Recording Date: January 24, 1914
Recording No: Book 108 of Deeds, page 239
4. Water rights, claims or title to water, whether or not disclosed by the Public Records.
5. Intentionally Omitted

Recording No: Book 409 of Maps, page 13
6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 98-0354787
Re-Recording No: 98-0364178
7. Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control, as disclosed by document recorded August 6, 1999, in Recording No. 99-0746645.
8. Intentionally Omitted
9. Intentionally Omitted
10. A Notice

For: Map of Williams Gateway Airport Traffic Pattern Airspace
Recording Date: August 18, 2000
Recording No: 2000-0633846; and

Avigation Notice

Recording Date: April 27, 2017
Recording No.: 20170301390

11. Intentionally Omitted
12. Intentionally Omitted
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public utilities and appurtenant facilities
Recording Date: March 7, 2023
Recording No: 20230114267
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public utilities and appurtenant facilities
Recording Date: March 7, 2023
Recording No: 20230114269
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Sewer line and appurtenant facilities
Recording Date: June 5, 2023
Recording No: 20230289473
16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Temporary construction
Recording Date: June 7, 2023
Recording No: 20230295697
17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Power distribution and appurtenant facilities
Recording Date: February 20, 2024
Recording No: 20240084926
18. Declaration of Covenants, Conditions, Restrictions and Easements for Gateway East dated August 28, 2025 and recorded on September 10, 2025 in the Official Records of Maricopa County, Arizona as Instrument No. 2025-0523001
19. Declaration of Reciprocal Access and Parking Easements dated August 28, 2025 and recorded on September 10, 2025 in the Official Records of Maricopa County, Arizona as Instrument No. 2025-0523036

LOT 202B:

1. Taxes which may be assessed or levied subsequent to the effective date herein, and subsequent years.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with

taxes to be levied for the year 2025.

3. Reservations contained in the Patent

From: The United States of America
Recording Date: January 24, 1914
Recording No: Book 108 of Deeds, page 239

4. Water rights, claims or title to water, whether or not disclosed by the Public Records.

5. Intentionally Omitted

Recording No: Book 409 of Maps, page 13

6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 98-0354787
Re-Recording No: 98-0364178

7. Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control, as disclosed by document recorded August 6, 1999, in Recording No. 99-0746645.

8. Intentionally Omitted

9. Intentionally Omitted

10. A Notice

For: Map of Williams Gateway Airport Traffic Pattern Airspace
Recording Date: August 18, 2000
Recording No: 2000-0633846; and

Aviation Notice

Recording Date: April 27, 2017
Recording No.: 20170301390

11. [Matters contained in that certain document entitled: Intergovernmental Agreement Between City of Mesa and Phoenix-Mesa Gateway Airport Authority for the Northeast Area Development and Ground Transportation Plan

Recording Date: February 24, 2010
Recording No: 20100151252]

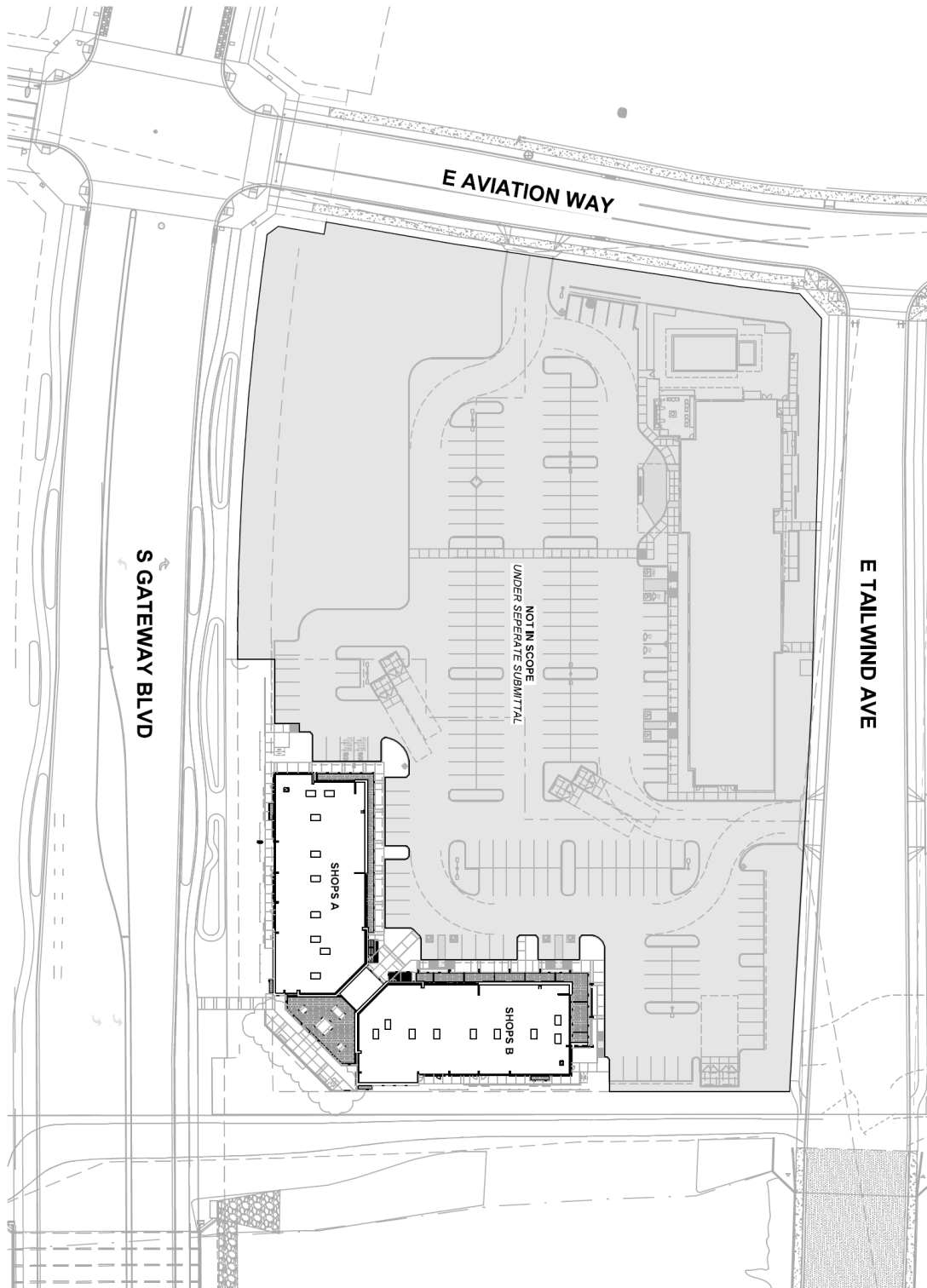
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Temporary construction
Recording Date: June 7, 2023
Recording No: 20230295697

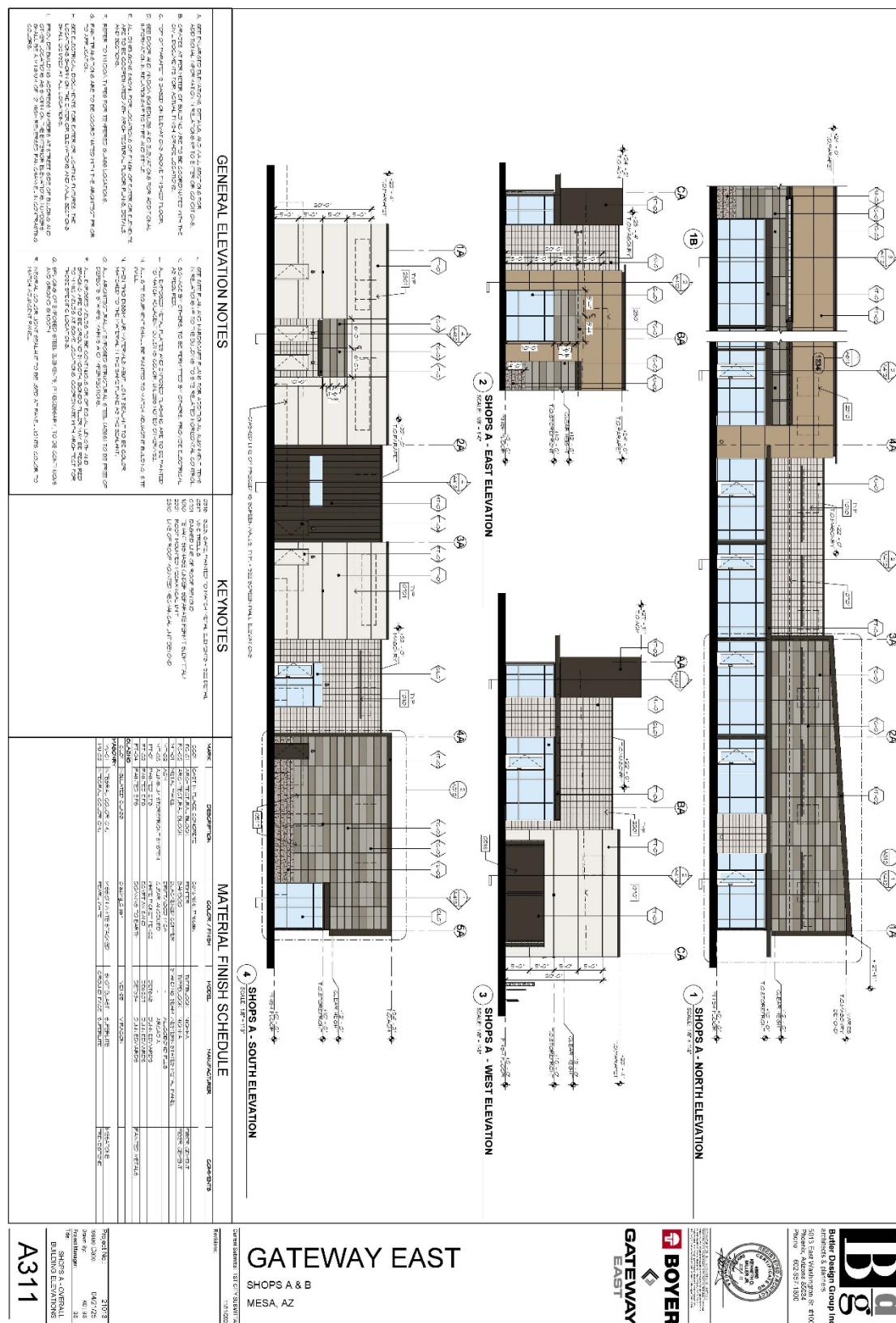
13. Declaration of Covenants, Conditions, Restrictions and Easements for Gateway East dated August 28, 2025 and recorded on September 10, 2025 in the Official Records of Maricopa County, Arizona as Instrument No. 2025-0523001
14. Declaration of Reciprocal Access and Parking Easements dated August 28, 2025 and recorded on September 10, 2025 in the Official Records of Maricopa County, Arizona as Instrument No. 2025-0523036

EXHIBIT D

DEPICTION OF PROPOSED IMPROVEMENTS







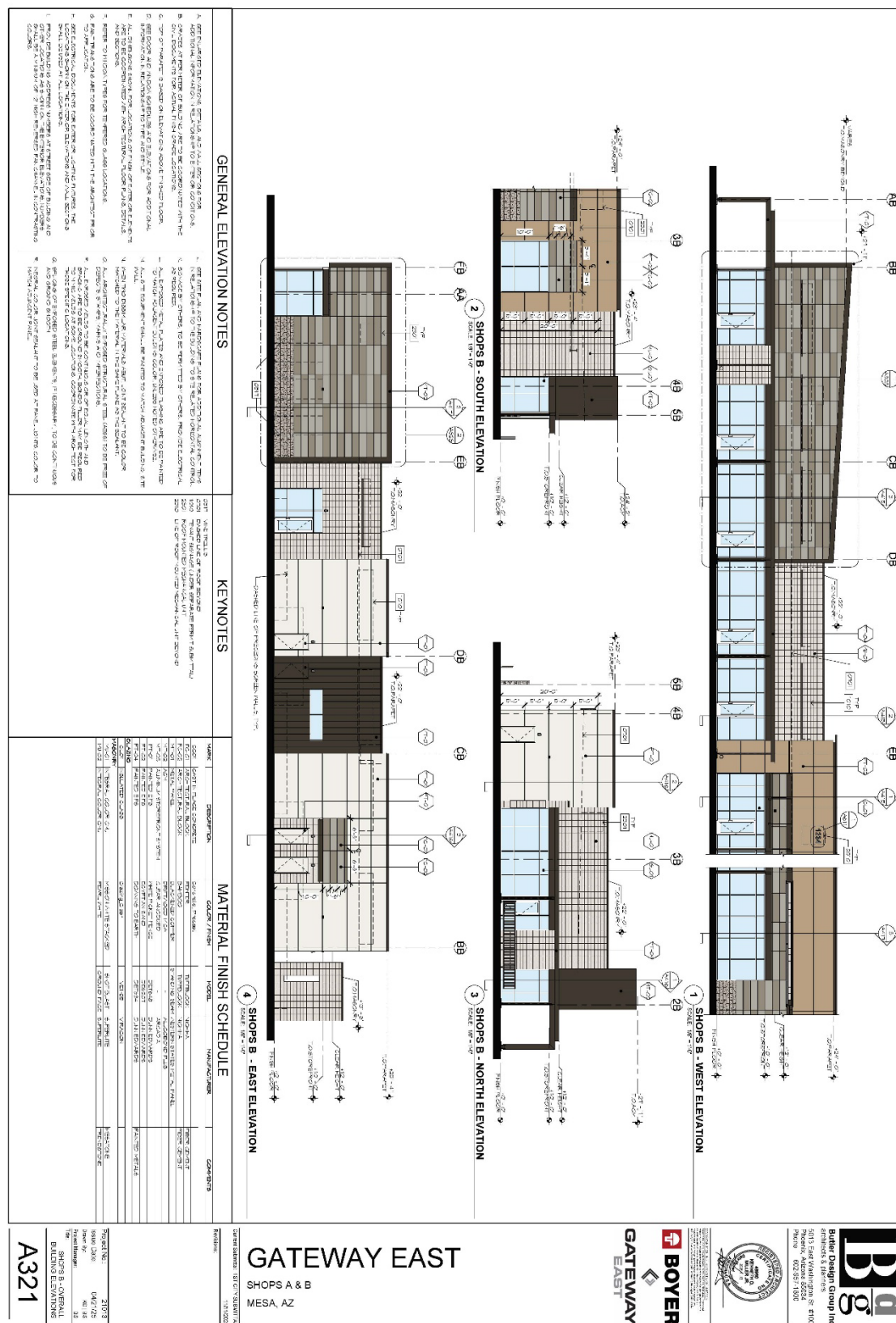


EXHIBIT EMEMORANDUM OF LEASE

WHEN RECORDED,
RETURN TO:

<Name>

<Company>

<Address>

<City>, <State> <Zip>

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (“**Memorandum**”), is made and executed as of the ____ day of _____, 20____ (“**Effective Date**”), by and between **MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“**Lessor**”), whose mailing address is Mesa Gateway Airport Authority, Attn: Business Development Department, 5835 South Sossaman Road, Mesa, Arizona 85212, and _____ (“**Lessee**”), whose mailing address is _____.

1. Lease and Premises. Lessor and Lessee entered into that certain Development Lease dated _____, 20____ (“**Lease**”), covering that certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”). Subject to the covenants and conditions contained in the Lease, Lessor has leased to Lessee, and Lessee has leased from Lessor, the Premises.

2. Term. The term of the Lease commenced on _____, 20__, and expires on _____, unless earlier terminated pursuant to the terms of the Lease.

3. Use. Lessee may use and occupy the Premises for restaurants and retail stores.

4. No Modification. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

5. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document, provided that all parties are furnished a copy thereof reflecting the signature of all parties.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the Effective Date set forth above.

LESSOR:

MESA GATEWAY AIRPORT AUTHORITY, an
Arizona joint powers airport authority

By: _____
J. Brian O'Neill, A.A.E.
Executive Director/CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

ACKNOWLEDGED before me this ____ day of _____, 20__, by J. Brian O'Neill, in his capacity as the Executive Director/CEO of the Mesa Gateway Airport Authority.

Notary Public

My Commission Expires:

LESSEE:

**BOYER GATEWAY EAST MESA RETAIL 1,
L.C.**, a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability
company, its Manager

By: _____
Name: _____
Its: Manager

STATE OF UTAH)
) ss.
County of Salt Lake)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this ____ day of _____,
202_, by _____ in his capacity as Manager of The Boyer Company, L.C., a Utah limited
liability company, the Manager of Boyer Gateway East Mesa Retail 1, L.C., a Utah limited liability company, for
and on behalf of said limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A TO MEMORANDUM OF LEASELEGAL DESCRIPTION

PARCEL ONE:



p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
GATEWAY EAST RETAIL SITE
LOT 200

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 2629.00 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 423.38 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 246.54 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 37.20 FEET;

THENCE NORTH 01 DEGREES 21 MINUTES 14 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 257.16 FEET TO THE BEGINNING OF A TANGENT CURVE, BEING CONCAVE TO THE NORTH, WITH A RADIUS OF 1979.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 44 MINUTES 51 SECONDS, A LENGTH OF 25.82 FEET;

THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT OF WAY LINE, NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 164.83 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 52.14 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 31.04 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 74.00 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 134.19 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.00 FEET;

DEC 2025
 GWE - LOT 200

PAGE 1
DIBBLE

DIBBLE PROJECT NO
 1124156

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.37 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 193.14 FEET;

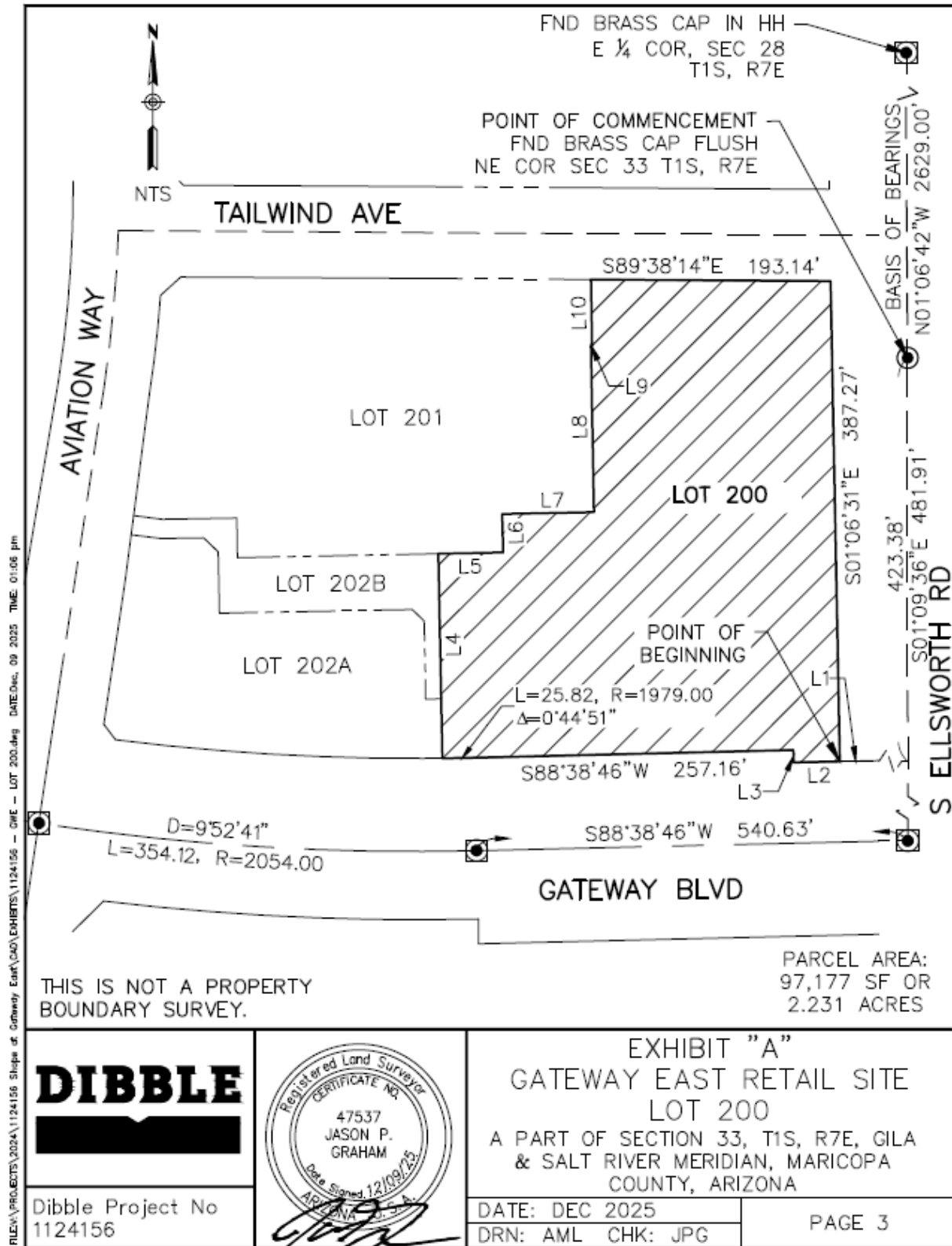
THENCE SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 387.27 FEET TO THE
POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 97,177 SQUARE FEET OR 2.231
ACRES OF LAND, MORE OR LESS.



DEC 2025
GWE - LOT 200

PAGE 2
DIBBLE

DIBBLE PROJECT NO
1124156



FILE:\PROJECTS\2024\1124156 Shop at Gateway East\CAD\EXHIBITS\1124156 - CME - LOT 200.dwg DATE: Dec, 09 2025 TIME: 01:06 pm

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°50'58"W	246.54'
L2	S88°38'46"W	37.20'
L3	N01°21'14"W	10.00'
L4	N01°06'32"W	164.83'
L5	N88°53'28"E	52.14'
L6	N01°06'32"W	31.04'
L7	N88°53'28"E	74.00'
L8	N01°06'32"W	134.19'
L9	N88°53'40"E	1.00'
L10	N01°06'32"W	53.37'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE



Dibble Project No
1124156



EXHIBIT "A"
GATEWAY EAST RETAIL SITE
LOT 200
A PART OF SECTION 33, T1S, R7E, GILA
& SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

DATE: DEC 2025

DRN: AML CHK: JPG

PAGE 4

PARCEL TWO:



p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
GATEWAY EAST RETAIL SITE
LOT 202B

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 2629.00 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 256.79 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 566.66 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 116.96 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 12.50 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 63.00 FEET;

THENCE NORTH 46 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 13.44 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 28 SECONDS WEST, A DISTANCE OF 155.48 FEET;

THENCE NORTH 01 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 49.46 FEET;

THENCE NORTH 46 DEGREES 06 MINUTES 32 SECONDS WEST, A DISTANCE OF 16.26 FEET;

THENCE SOUTH 88 DEGREES 53 MINUTES 28 SECONDS WEST, A DISTANCE OF 34.23 FEET;

THENCE NORTH 82 DEGREES 37 MINUTES 17 SECONDS WEST, A DISTANCE OF 24.35 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AVIATION WAY;

THENCE UPON AND WITH SAID EASTERLY RIGHT OF WAY LINE, NORTH 07 DEGREES 22 MINUTES 43 SECONDS EAST, A DISTANCE OF 15.50 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 82 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 23.20 FEET;

DEC 2025
GWE - LOT 202B



DIBBLE PROJECT NO
1124156

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 60.08 FEET;

THENCE SOUTH 01 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.00 FEET;

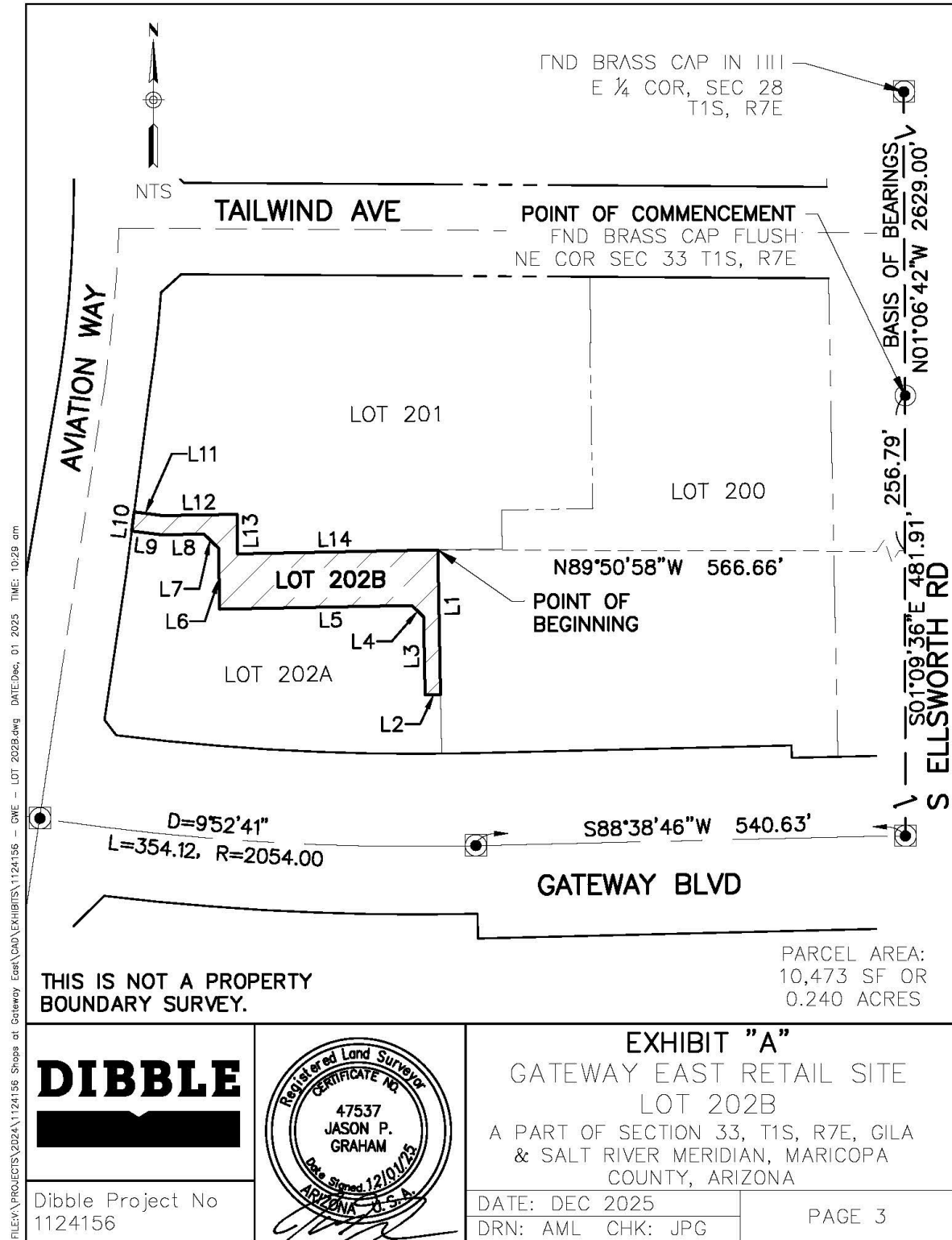
THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 161.98 FEET TO THE
POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 10,473 SQUARE FEET OR 0.240
ACRES OF LAND, MORE OR LESS.



DEC 2025
GWE — LOT 202B

PAGE 2
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DIBBLE PROJECT NO
1124156



FILE:\PROJECTS\2024\1124156 Shopps at Gateway East\CAD\EXHIBITS\1124156 - GWE - LOT 202B.dwg DATE: Dec, 01 2025 TIME: 10:29 am

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01°06'32"E	116.96'
L2	S88°53'29"W	12.50'
L3	N01°06'32"W	63.00'
L4	N46°06'32"W	13.44'
L5	S88°53'28"W	155.48'
L6	N01°06'32"W	49.46'
L7	N46°06'32"W	16.26'
L8	S88°53'28"W	34.23'
L9	N82°37'17"W	24.35'
L10	N07°22'43"E	15.50'
L11	S82°37'17"E	23.20'
L12	N88°53'28"E	60.08'
L13	S01°06'32"E	32.00'
L14	N88°53'28"E	161.98'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE
[Redacted]

Dibble Project No
1124156

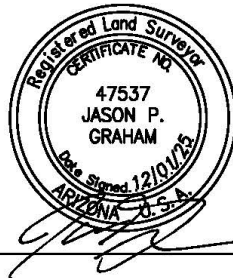


EXHIBIT "A"

GATEWAY EAST RETAIL SITE
LOT 202B

A PART OF SECTION 33, T1S, R7E, GILA
& SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

DATE: DEC 2025

DRN: AML CHK: JPG

PAGE 4

EXHIBIT F**PROHIBITED USES**

1. Outdoor activities or entertainment accessory to a wedding or reception center
2. Any residential development including but not limited to a dwelling unit in conjunction with a primary use intended for occupancy by the proprietor, caretaker or night-watchman of the primary use; a Multiple residence development including apartments, condominiums, and townhouses; and single-family residential development, mobile home parks, and recreational vehicle parks
3. Elementary and secondary schools
4. Crematories
5. Construction yards other than construction yards that are part of a building and screened from public view by walls or other structures
6. Wedding and reception centers
7. Fraternal organizations, service and social clubs, lodges, fraternities and sororities
8. Nursing and convalescent homes, philanthropic and charitable institutions, residential and out-patient care and rehabilitation centers, hospices
9. Hospitals
10. Mortuaries
11. Self-Storage
12. Outdoor display areas for the sale and rental of items characteristically not enclosed in a building, limited to the following:
 - a. Plant nurseries
 - b. Building materials such as lumber and masonry supplies
13. Amusement enterprises, such as miniature golf courses, water slides, driving ranges. Batting cages, and similar outdoor uses, but indoor facilities for such uses shall be permitted
14. Commercial automobile, recreational vehicle, and similar vehicular parking and storage lots and garages, as a primary use
15. Plasma centers, charity dining services, homeless shelters, day labor hiring centers, substance abuse detoxification and treatment centers, rescue missions, and similar social service uses
16. Pawn shops and tattoo parlors
17. Assisted living facilities
18. Car washes in Development Phase I (as defined in the MDA)

19. Automobile service stations with or without accessory auto repair facilities in Development Phase I
20. Swap meets, farmer's markets, and similar outdoor sales operations
21. Auto towing and impound yards
22. Animal hospitals, clinics, and boarding kennels
23. Churches
24. Marijuana Dispensaries
25. Any sexually oriented business facility or a facility for the sale or display of pornographic or sexually explicit material, such as adult theaters or adult bookstores, as determined by community standards for the area in which the Premises is located



THIRD AMENDMENT TO MASTER LEASE AGREEMENT
(Adjustment Amendment - Lots 200 and 202B)

THIS THIRD AMENDMENT TO MASTER LEASE AGREEMENT (“Amendment”) is made as of the 1st day of January, 2026 by and between **MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized and existing under the laws of the State of Arizona (“**Lessor**”), and **BOYER GATEWAY EAST, L.C.** a Utah limited liability company (“**Lessee**”). Lessor and Lessee may be referred to jointly as “Parties,” and each separately may be referred to as a “Party.”

RECITALS

A. Lessor and Lessee are parties to that certain Master Lease Agreement dated June 21, 2022 (“**Lease**”) covering certain property commonly known as Gateway East at the Mesa Gateway Airport, which property is more particularly described in the Lease, and referred to in the Lease and in this Amendment as “**Property**.”

B. The Parties desire to modify the Lease to remove a Development Lots 200 and 202B from the Property in accordance with Section 2.1 of the Lease.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.

2. Property Adjustment. The legal description of the Property set forth in Exhibit B to the Lease is amended by removing therefrom that certain property described on Exhibit A attached hereto.

3. Miscellaneous.

(a) Capitalized Terms/Definitions. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

(b) Continuing Effect. Except as specifically provided in this Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Amendment, this Amendment shall control.

(c) Authority. Each person executing this Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such Party and that this Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

(d) Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party

hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

LESSOR:

MESA GATEWAY AIRPORT AUTHORITY, an
Arizona joint powers airport authority

By: _____

J. Brian O'Neill, A.A.E.
Executive Director/CEO

LESSEE:

BOYER GATEWAY EAST, L.C. a Utah limited
liability company

By: The Boyer Company, L.C., a Utah limited liability
company, its Manager

By: _____
Brian Gochnour, Manager

EXHIBIT A

Legal Description for Gateway East Retail Site Lot 200 and 202B To be removed from Master Lease

LEGAL DESCRIPTION FOR GATEWAY EAST RETAIL SITE LOT 200

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, FROM WHICH THE EAST QUARTER CORNER OF SECTION 28, BEARS NORTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 2629.00 FEET;

THENCE UPON AND WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF SOUTH ELLSWORTH ROAD, SOUTH 01 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 423.38 FEET;

THENCE DEPARTING SAID CENTERLINE NORTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 246.54 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, ALSO BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 37.20 FEET;

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THENCE SOUTH 88 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 257.16 FEET TO THE BEGINNING OF A TANGENT CURVE, BEING CONCAVE TO THE NORTH, WITH A RADIUS OF 1979.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 44 MINUTES 51 SECONDS, A LENGTH OF 25.82 FEET;

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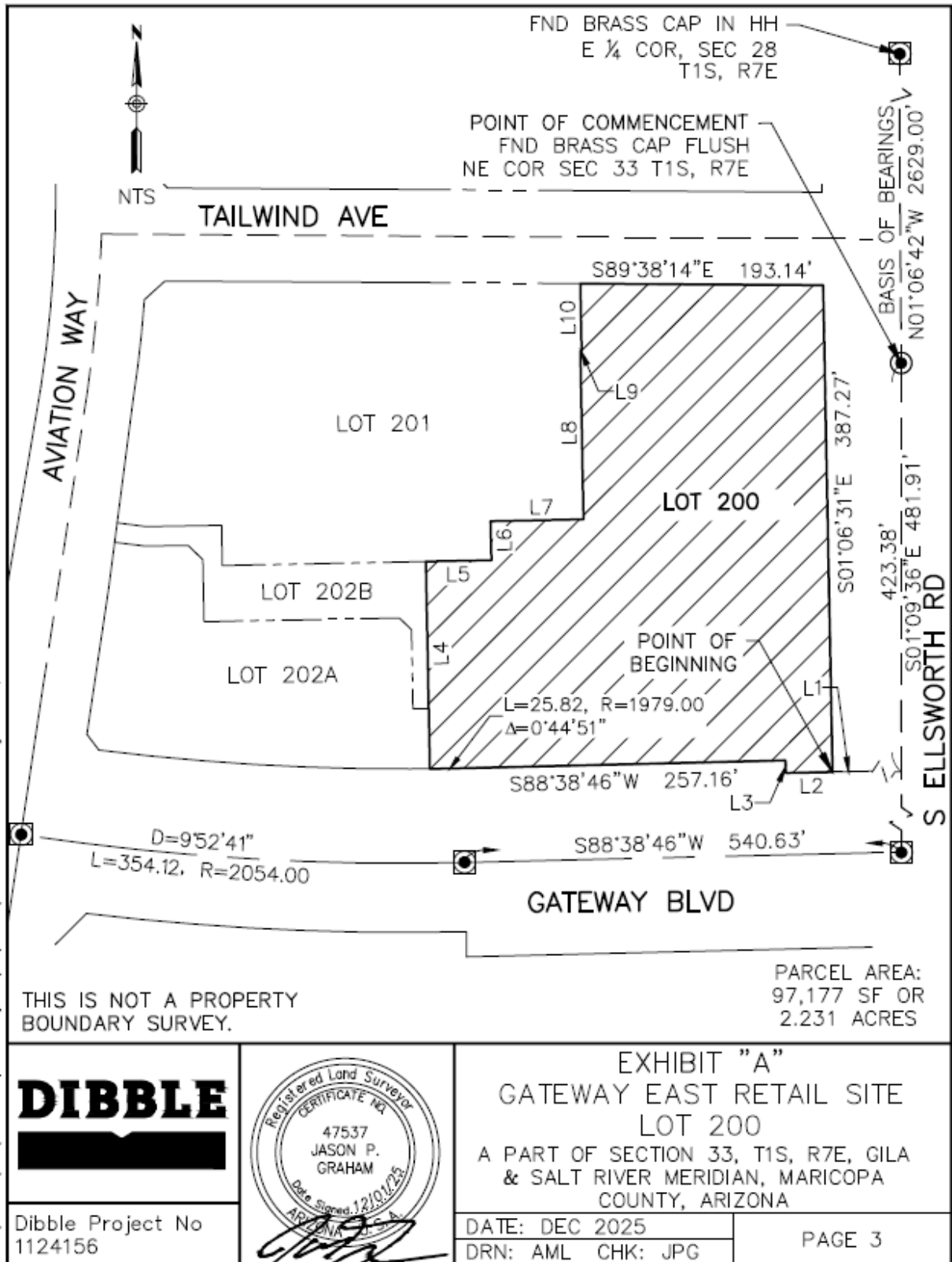
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THENCE SOUTH 01 DEGREES 06 MINUTES 31 SECONDS EAST, A DISTANCE OF 387.27 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 97,177 SQUARE FEET OR 2.231 ACRES OF LAND, MORE OR LESS.



FILE: \\PROJECTS\2024\1124156 - Shops at Gateway East\CAO\EXHIBITS\1124156 - GME - LOT 200.dwg DATE: Dec, 01 2025 TIME: 10:27 am



FILE\\PROJECTS\\2024\\1124156 Shop at Gateway East\\CAD\\EXHIBITS\\1124156 - ONE - LOT 200.dwg DATE: Dec, 01 2025 TIME: 10:27 am

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°50'58"W	246.54'
L2	S88°38'46"W	37.20'
L3	N01°21'14"W	10.00'
L4	N01°06'32"W	164.83'
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L6	N01°06'32"W	31.04'
L7	N88°53'28"E	74.00'
L8	N01°06'32"W	134.19'
L9	N88°53'40"E	1.00'
L10	N01°06'32"W	53.37'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE
[Redacted]

Dibble Project No
1124156



EXHIBIT "A"
GATEWAY EAST RETAIL SITE
LOT 200
A PART OF SECTION 33, T1S, R7E, GILA
& SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

DATE: DEC 2025
DRN: AML CHK: JPG

PAGE 4

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
GATEWAY EAST RETAIL SITE
LOT 202B

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 82 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 23.20 FEET;

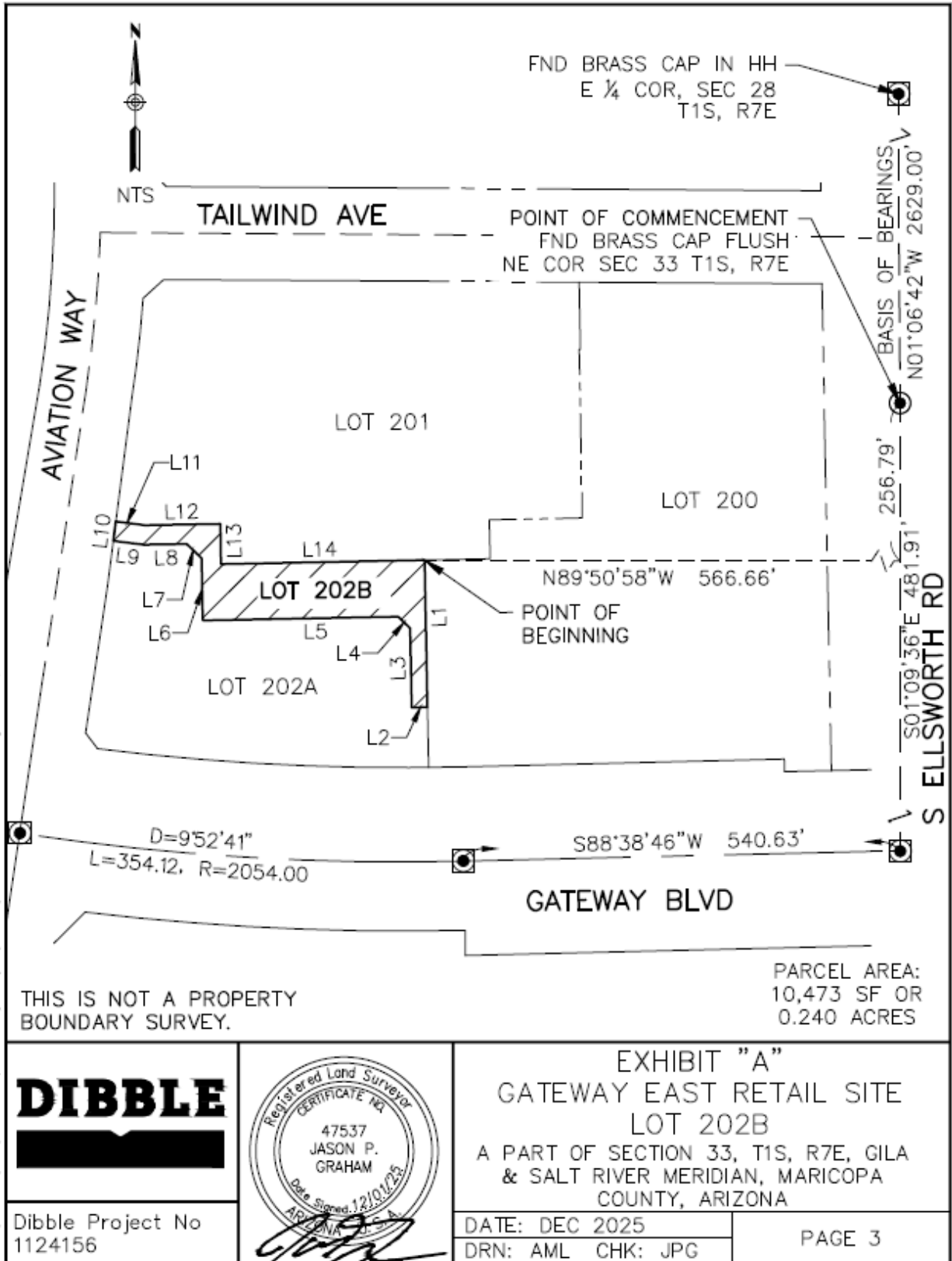
THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 60.08 FEET;

THENCE SOUTH 01 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 32.00 FEET;

THENCE NORTH 88 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 161.98 FEET TO THE
POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 10,473 SQUARE FEET OR 0.240
ACRES OF LAND, MORE OR LESS.



FILE:\PROJECTS\2024\1124156 Shop at Gateway East\GAD\EXHIBITS\1124156 - CME - LOT 202B.dwg DATE: Dec, 01 2025 TIME: 10:29 am



F:\V\PROJECTS\2024\1124156 Shop at Gateway East\CA\EXHIBITS\1124156 - ONE - LOT 202B.dwg DATE: Dec, 01 2025 TIME: 10:29 am

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01°06'32"E	116.96'
L2	S88°53'29"W	12.50'
L3	N01°06'32"W	63.00'
L4	N46°06'32"W	13.44'
L5	S88°53'28"W	155.48'
L6	N01°06'32"W	49.46'
L7	N46°06'32"W	16.26'
L8	S88°53'28"W	34.23'
L9	N82°37'17"W	24.35'
L10	N07°22'43"E	15.50'
L11	S82°37'17"E	23.20'
L12	N88°53'28"E	60.08'
L13	S01°06'32"E	32.00'
L14	N88°53'28"E	161.98'

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1124156



EXHIBIT "A"
GATEWAY EAST RETAIL SITE
LOT 202B
A PART OF SECTION 33, T1S, R7E, GILA
& SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA

DATE: DEC 2025

DRN: AML CHK: JPG

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Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: October 2025 Financials
Date: December 16, 2025

Attached is the monthly Financials Report for October 2025.

Mesa Gateway Airport Authority
AIRPORT - All Operations P&L
 October, 2025

	Month of October 2025				Y-T-D as of October 2025			
	October FY25 Actual	October FY26 Actual	YOY Variance	B/(W)	YTD FY25 Actual	YTD FY26 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	30,159	53,106	22,947	76%	143,067	224,898	81,832	57%
Fuel Flowage Fees	58,778	63,367	4,588	8%	197,947	260,653	62,706	32%
Landing Fees	129,227	161,337	32,110	25%	510,146	618,499	108,353	21%
Lease Income Aero	394,571	346,403	(48,168)	-12%	1,453,932	1,583,328	129,396	9%
Fuel Sales	796,455	1,138,697	342,242	43%	2,827,015	4,533,146	1,706,130	60%
Services Sold - Aero	524,489	442,043	(82,446)	-16%	1,740,701	1,744,954	4,253	0%
Sub-total Aero Operating Revenues	1,933,679	2,204,953	271,274	14%	6,872,808	8,965,478	2,092,670	30%
Non-Aeronautical Operating Revenues								
Concessions	106,986	109,555	2,569	2%	444,424	447,726	3,302	1%
Lease Income Non-Aero	122,813	133,633	10,820	9%	463,495	518,477	54,982	12%
Parking	435,632	482,237	46,605	11%	1,998,397	2,059,426	61,029	3%
Rental Car Fees	259,585	233,095	(26,490)	-10%	726,868	658,816	(68,052)	-9%
Svcs Sold - Non Aero	3,056	3,056	0	0%	30,639	64,709	34,070	111%
Sub-total Non-Aero Operating Revenues	928,072	961,576	33,504	4%	3,663,823	3,749,154	85,331	2%
Total Operating Revenues	2,861,751	3,166,529	304,778	11%	10,536,631	12,714,632	2,178,001	21%
Operating Expenses								
Cost of Goods Sold	523,617	853,301	(329,684)	-63%	1,801,505	3,348,232	(1,546,726)	-86%
Personnel	931,112	959,974	(28,862)	-3%	3,536,526	3,655,559	(119,033)	-3%
Comm & Utilities	106,565	111,711	(5,146)	-5%	498,711	515,151	(16,440)	-3%
Contractual Services	625,844	641,691	(15,847)	-3%	2,428,719	2,616,239	(187,520)	-8%
Insurance	57,395	51,305	6,090	11%	231,754	204,299	27,455	12%
Other	20,182	24,533	(4,351)	-22%	98,589	108,174	(9,585)	-10%
Repair & Maintenance	114,346	62,335	52,011	45%	247,510	212,994	34,517	14%
Supplies & Materials	65,259	79,633	(14,374)	-22%	269,337	298,812	(29,475)	-11%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,444,320	2,784,483	(340,163)	-14%	9,112,652	10,959,460	(1,846,808)	-20%
Operating Income (Loss) Before Depreciation	417,431	382,046	(35,385)	-8%	1,423,979	1,755,172	331,193	23%
	14.6%	12.1%			13.5%	13.8%		
Depreciation		1,438,467				5,742,090		



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
www.gatewayairport.com

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Solicitation Notification
Date: December 16, 2025

This report is to provide notification of the active and upcoming solicitations to help ensure compliance with the Mesa Gateway Airport Authority procurement transparency clause. The active activities include the following:

Active/Pending Solicitations

Type Solicitation	Number	Title	Anticipated Contract Award (Board Action)
Request for Qualifications	2026-004-RFQ	Website Redesign Services	January 2026

Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Qualifications	2026-005-RFQ	CMAR for Taxiway Golf Realignment	December 2025	March 2026

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$34,514.

If you have any questions about the solicitations or the procurement process, please feel free to contact me at 480-988-7613.