

SECOND AMENDMENT TO THE MASTER TENANT LEASE

THIS SECOND AMENDMENT TO THE MASTER TENANT LEASE (this "Second Amendment") is executed and delivered this 27 day of August 2015 (the "Effective Date"), by the CITY OF MESA, an Arizona municipal corporation ("Landlord"), and The Boeing Company, a Delaware corporation ("Tenant"), hereinafter respectively referred to as Landlord and Tenant, without regard to number or gender (each a "Party" and collectively, the "Parties").

WHEREAS, the Parties desire to amend the Master Tenant Lease, as amended by the First Amendment, between Landlord and Tenant dated July 3, 2012 (the "Master Lease").

Now Therefore, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows:

1. Section 2.025 of the Master Lease is deleted in its entirety and replaced with the following: Additional Optional Terms. Tenant shall have the option to renew this lease for a total of six (6) additional terms of one (1) year ("Option Terms") as follows:

First Option Term: July 3, 2014 to July 2, 2015; - exercised April 8, 2013

Second Option Term: July 3, 2015 to July 2, 2016; - exercised June 1, 2015

Third Option Term: July 3, 2016 to July 2, 2017;

Fourth Option Term: July 3, 2017 to July 2, 2018;

Fifth Option Term: July 3, 2018 to July 2, 2019;

Sixth Option Term: July 3, 2019 to July 2, 2020

Tenant may exercise each option, provided, however, that the Tenant is then in full compliance with all the material provisions, covenants, conditions, and requirements of the Master Lease and provided that Tenant exercised the option for the previous term. Each option shall be exercisable by Tenant by providing Landlord with written notice of said exercise at least thirty (30) days prior to the beginning of each term on the same terms, covenants, and conditions, except for the rental rate, and

subject to the same restrictions and exceptions contained in the Master Lease. The rental rate for each Option Term shall be determined as provided in Section 4.02 of the Master Lease.

2. Merger. The Lease as amended by the First Amendment and this Second Amendment shall remain the same in full force and effect.

3. Counterparts. This Second Amendment may be executed in counterparts, which when taken together shall comprise the entire Second Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first hereinabove written.

LANDLORD:
CITY OF MESA, a Municipal Corporation

By: *Natalie N. Lewis*
Natalie N. Lewis

Its: Deputy City Manager

Date: 9.8.15

TENANT:
The Boeing Company
a Delaware Corporation

By: *Frank Dispalatro*

Print: FRANK DISPALATRO

Its: AUTHORIZED SIGNATORY

Date: 8/27/15

STATE OF Arizona)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this 8th day of September, 2015, by Natalie Lewis, the Deputy City Manager of the City of Mesa.

(Seal and Expiration Date)



Ann Fantasia
Notary Public

STATE OF _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____.

(Seal and Expiration Date)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

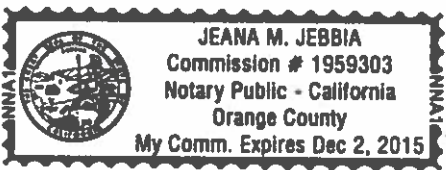
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On August 27, 2015 before me, Jeana M. Jebbia, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Frank Dispalatno
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 2nd Amendment to lease Document Date: Aug 27, 2015
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Frank Dispalatno
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Authorized Signatory
Signer Is Representing: Being

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

FIRST AMENDMENT TO THE MASTER TENANT LEASE

THIS FIRST AMENDMENT TO THE MASTER TENANT LEASE (this "Amendment") is executed and delivered this ~~21st~~ day of May 2013 (the "Effective Date"), by the CITY OF MESA, an Arizona municipal corporation ("Landlord"), and The Boeing Company, a Delaware corporation ("Tenant"), hereinafter respectively referred to as Landlord and Tenant, without regard to number or gender (each a "Party" and collectively, the "Parties").

WHEREAS, the Parties desire to amend the Master Tenant Lease between Landlord and Tenant (the "Master Lease"), dated July 3, 2012.

Now Therefore, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows:

The Parties agree to add the following section to the Master Lease:

Section 2.02. Option Term. Tenant exercised its one, and only, unconditional renewal option for one (1) year from July 3, 2013 to July 2, 2014 per letter dated April 8, 2013 with annual rent of \$6,888.00 plus applicable taxes (if any) due on or before the 1st day of the Option Term.

Section 2.025. Additional Optional Terms. Tenant shall have the option to renew this lease for three (3) additional terms of one (1) year ("Option Terms") and Tenant shall pay annual Rent on or before the 1st day of the applicable Option Term, as follows:

First Option Term: July 3, 2014 to July 2, 2015 = Annual Rent \$6,888.00 plus applicable taxes (if any);

Second Option Term: July 3, 2015 to July 2, 2016 = Annual Rent \$6,888.00 plus applicable taxes (if any);

Third Option Term: July 3, 2016 to July 2, 2017 = Annual Rent \$6,888.00 plus applicable taxes (if any);

Tenant may exercise each option, provided, however, that the Tenant is then in full compliance with all the material provisions, covenants, conditions, and requirements of the Master Lease and provided that Tenant exercised the option for the previous term. Each option shall be exercisable by Tenant by providing Landlord with written notice of said exercise at least thirty (30)

days prior to the beginning of each term on the same terms, covenants, and conditions, except for the rental rate, and subject to the same restrictions and exceptions contained in the Master Lease. The rental rate for each Option Term is determined as provided in Section 4.02 of the Master Lease.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first hereinabove written.

LANDLORD:
CITY OF MESA, a Municipal Corporation

Natalie N. Lewis
By: Natalie N. Lewis
Its: Asst. to City mgr.

TENANT:
The Boeing Company
A Delaware Corporation

Signed: *[Signature]*
By: Frank Dispalatro
Its: Authorized Signatory
Date: 5/17/13

STATE OF Arizona)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this 21st day of May, 2013, by Natalie Lewis, the Assistant to City Manager of the City of Mesa.



Ann Webster
Notary Public
Ann Webster

STATE OF _____)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____.

(Seal and Expiration Date)

Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

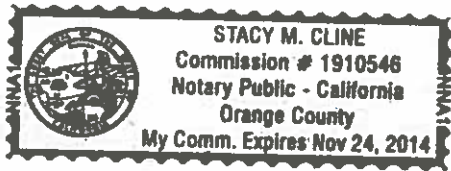
CIVIL CODE § 1189

State of California

County of Orange

On May 17, 2013 before me, Stacy M. Cline, Notary Public

personally appeared Frank Dispalatro



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Stacy M. Cline

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____



RETURNED -
5-21-13

The Boeing Company
P.O. Box 516
St. Louis, MO 63166-0516

Via Fed Ex

May 14, 2013

Airport Director
Falcon Field Airport
4800 Falcon Drive
Mesa, AZ 85215

RE: First Amendment to the Master Lease between City of Mesa, Landlord and The Boeing Company,
Tenant

Dear Director:

Enclosed are two (2) original, Boeing executed First Amendments between the above-referenced parties. Please obtain Landlord signature and Notary on each agreement and return one (1) original, fully executed Amendment to my attention at the address below.

**Please be sure to include the date you sign on the top of each first page

If you should have any questions, please call me at 314-232-2750. Thank you for your assistance.

Sincerely,

Holly B. Karsteter
CBRE, Inc.
On behalf of The Boeing Company

Enclosure

Regular and/or Overnight Mailing Address

Boeing Planning & Real Estate
325 J.S. McDonnell Blvd. M/C S306-5565
Hazelwood, MO 63042

MASTER TENANT LEASE

Between

Falcon Field Airport - The City of Mesa, a

municipal corporation, Landlord,

and

THE BOEING COMPANY, Tenant

[Type text]

COMMERCIAL - AVIATION LEASE

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COMMERCIAL - AVIATION LEASE

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 3rd day of July, 2012, by and between the CITY OF MESA, a municipal corporation ("LANDLORD") and THE BOEING COMPANY, a Delaware corporation ("TENANT"), hereinafter respectively referred to as Landlord and Tenant, without regard to number or gender (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to take and lease from Landlord, the real property and/or buildings, described on Exhibit "A" hereto, for the purposes hereinafter set forth, subject to all terms and conditions of that certain Instrument of Transfer between the United States of America and the Reconstruction Finance Corporation and Landlord, which instrument is recorded in Docket 270, at page 90, Official Records of Maricopa County, Arizona, and amended by Instrument of Release recorded in Docket 5984, page 126, Official Records of Maricopa County, Arizona, which amendment releases paragraph 4 of said original Instrument of Transfer.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows.

SECTION 1 - PREMISES

1.01 Lease of Premises. For and in consideration of the rents, covenants and agreements hereinafter set out, Landlord hereby leases to Tenant and Tenant leases and accepts, subject to the terms and conditions of this Lease, those premises referred to as the "Premises," subject to any prior, valid, existing claims or rights of way, including the present existing roads. The Premises are described legally on Exhibit "A" and shown on Exhibit "B," attached hereto and consist of 2430 square feet, and shall include any buildings and improvements thereon as may be constructed pursuant to the terms of this Lease. The approximate location of the Premises is identified on the airport lease map, attached hereto as Exhibit "C." Exhibits A, B, and C are, with this reference, incorporated herein.

1.02 Condition of Premises. Tenant acknowledges, represents and agrees that (i) Tenant is leasing the Premises "AS IS", based on its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of Landlord except as may be expressly set forth elsewhere in this Lease, (ii) Tenant shall take possession of the Premises in an "AS IS" condition, and (iii) this Lease confers no rights either with regard to the subsurface of the land below the ground level of the Premises or with regard to the air space above the top of the roof of any building that is part of the Premises, except to the extent necessary for construction or installation of any building, including fixtures and appurtenances, as approved by the City of Mesa. Tenant's taking possession of the Premises on commencement of the term shall constitute Tenant's acknowledgment that the Premises are in good condition.

SECTION 2 – TERM

2.01 Initial Term. The initial term of the Lease shall be for a period of one (1) year, commencing on the 3rd day of July, 2012 (the "Commencement Date") and ending on the 2nd day of July, 2013 ("Initial Term"). The Initial Term and all renewal terms shall be referred to herein as the full term of this Lease.

2.02 Option Term. Tenant shall have one (1) option to renew this Lease for an additional term of one (1) year ("Option Term"), provided, however, that the Tenant is then in full compliance with all the material provisions, covenants, conditions, and requirements of this Lease. Said option shall be exercisable by Tenant providing Landlord with written notice of said exercise at least thirty (30) days prior on the same terms, covenants, and conditions, except for the rental rate, and subject to the same restrictions and exceptions contained in this Lease. The rental rate for such Option Term shall be determined as provided in Section 4.02 of this Lease.

2.03 Termination of Lease. This Lease shall terminate without further action on the earlier of (i) the expiration of the Option Term, or (ii) expiration of the Initial Term, in the event Tenant does not exercise the option to renew this Lease for the Option Term. Nothing set forth herein waives Landlord's right to terminate this Lease for default.

SECTION 3 - USES OF THE PREMISES

3.01 Use of Premises. Tenant shall develop, use and operate the leased Premises for any lawful purpose provided however, that such purpose is in accordance with the terms and conditions of the Development Plan, as defined in Subsection 7.01 hereof, and the most current Airport Layout Plan for Falcon Field. The Development Plan, defined below, is incorporated herein with this reference. Landlord represents and warrants that Tenant's use of the Premises does not violate or contravene the Development Plan.

3.02 Compliance with Laws. With respect to Tenant's use of the Premises, Tenant shall observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having jurisdiction over the Premises or any part thereof . Except for facilities provided by Landlord, Tenant shall also promptly obtain each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Premises or required in connection with any building or improvement now or hereafter erected thereon. Without limiting the generality of the foregoing, Tenant shall comply with all provisions of the Mesa City Code, Federal Grant Programs, Airport Master Plan for Falcon Field (including the current Airport Layout Plan), Environmental Regulations, Surplus Property Instruments and Regulations of the Federal Aviation Administration and such Rules and Regulations governing Airport operations that exist as of the date of this Lease, as well as such modifications and additions thereto as Landlord, in its reasonable discretion, may hereafter make for the Airport. Any violation of the provisions of this Subsection 3.02 shall constitute a default under this Lease following an applicable notice and cure period of thirty (30) days. Provided, however, if the nature of Tenant's cure is such that more than thirty (30) days are reasonably required to cure a violation, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

SECTION 4 - RENTAL

4.01 Rent, Initial Term. Tenant shall pay to Landlord for the Initial Term an annual rent ("Initial

Annual Rent") in the amount of Six Thousand Eight Hundred Eighty Eight Dollars_ (\$ 6,888.00_) plus applicable taxes. Tenant shall pay the Initial Rent within 30 days after the Commencement Date.

4.02 Rent, Option Term. Tenant shall pay to Landlord for each year during the Option Term an annual rent in the amount of Six Thousand Eight Hundred Eighty Eight Dollars (\$6,888.00) plus applicable taxes. Tenant shall pay Rent on or before the 1st day of the applicable Option Term.

4.03 Rental Impositions. Tenant agrees to pay to Landlord, or to the appropriate governmental body, with and in addition to the Rent, any and all excise, privilege, license or sales taxes, or other governmental impositions imposed by any other governmental body on the rentals received by Landlord from Tenant during the term hereof payable as additional rent at the same times as Rent is payable hereunder. At the present time, rent is subject to a 1.75% City and .5% State-County, (2.25% total) Transaction Privilege (Sales) tax only.

4.04 Payment of Rent. Tenant shall, without prior notice or demand and without any set off or deduction whatsoever, pay the Rent and any other rent or other charges due under this Lease. Tenant covenants and agrees that all sums to be paid under this Lease, if not paid when due, shall bear interest on the unpaid portion thereof at the rate of one and one half percent (1½%) per month or any fraction thereof that such sums are unpaid beyond 15 business days after Tenant's receipt of written notice that any such rent has not been timely paid. Tenant further covenants and agrees that for each calendar year in which the Annual Rent is not paid to Landlord within ten (10) business days after the due date, Tenant shall promptly pay to Landlord a sum equal to five percent (5%) of the unpaid rentals as special damages.

SECTION 5 - SECURITY DEPOSIT

5.01 Security Deposit. Tenant shall, at execution of the Lease by Landlord, deposit with Landlord a Security Deposit, equal to ZERO (0) months of the Permanent Rent, in one of the following forms: (i) cash or certified check; (ii) a surety bond, from a state approved and licensed insurance company; or (iii) a Certificate of Deposit. The Security Deposit for the Premises shall be security for the full and faithful performance by Tenant of all of the terms and conditions of the Lease, including without limitation, payment of the Annual

Rent. In the event Tenant chooses to deposit a surety bond as the Security Deposit, said surety bond shall remain in full force and effect during the full term of the Lease. In the event Tenant chooses to deposit a Certificate of Deposit as the Security Deposit, Tenant shall also deposit a power of attorney appointing and empowering Landlord to pay over any such cash or withdraw such funds from the Certificate of Deposit to Landlord in the event of Tenant's default under the Lease. The Security Deposit shall be returned to Tenant, provided Tenant has fully and faithfully carried out all terms, covenants and conditions on Tenant's part to be performed. Failure of Tenant to maintain a Security Deposit shall be deemed default under the terms of this Lease.

SECTION 6 - RENTAL RATE ADJUSTMENT

6.01 Not Applicable

SECTION 7 - IMPROVEMENTS, CONSTRUCTION AND MAINTENANCE

7.01 Minimum Improvements. – Not Applicable

7.02 Compliance with Mesa City Design Review Procedures. - Not Applicable

7.03 Commencement of Construction. – Not Applicable

7.04 Completion of Construction. – Not Applicable

7.05 Construction of Additional Improvements. Except as expressly authorized herein, Tenant shall make no additions, alterations, changes, fixtures, or other improvements to the Premises ("Improvements") without the express written consent of the Landlord, which shall not be unreasonably withheld or delayed. Tenant, at its own expense, shall keep and maintain the Premises and Improvements neat and orderly at all times and shall perform all repairs to the same to keep them in proper condition. All Improvements on the Premises shall be the property of Tenant during the full term of this Lease. In the event the Improvements are of the type that would normally require Design Review approval under Mesa City Code, Tenant shall comply with the requirements of Mesa City Code Sections 11-18-9 and 11-18-10.

7.06 FAR Notification Requirements. Tenant agrees to comply with the notification and review

requirements covered in Part 77 of the Federal Aviation Regulations prior to construction of the initial Improvements and prior to construction of any other Improvements on the Premises, or in the event of any material exterior modification or alteration of any such Improvements.

7.07 No Interference with Airport Operations. Tenant shall conduct all work on the Premises, including construction, repair or maintenance work so that such work will in no way materially interfere with the operation and use of the Airport by Landlord and other persons and organizations entitled to use of the same.

7.08 Airport Review of Safety and Security Plans. Tenant shall meet with the Falcon Field Airport Director to review Tenant's safety and security plans prior to bringing any construction related equipment to the Premises, and prior to starting construction of any improvement, repair or major maintenance work.

7.09 Approval of Construction and Improvement Plans. All proposed construction and Improvement plans must be submitted and approved by the Landlord prior to submission for City building permits. All construction and improvements must comply with the most current Airport Master Plan and with the Development Plan. Tenant understands that the Master Plan consists of recommendations for future development, and that the recommended alternatives outlined in said Master Plan in no way constitute a commitment on the part of the City. It is further understood that proposed development items in the Master Plan are subject to the current needs of the Airport, as well as subject to funding availability.

7.10 Compliance with City Codes. Tenant agrees that all work on the Premises, including construction, repair, and maintenance work, shall comply with the Zoning, Building, Fire, Plumbing, Landscaping, Electrical and Mechanical Codes of the City of Mesa. Tenant shall pay all required fees. All initial improvements, other improvements and repairs constructed under Zoning, Building, Plumbing, Landscaping, Electrical, or Mechanical Codes shall have a City of Mesa building permit. Nothing set forth herein limits Tenant's obligation to obtain City Design Review approval in accordance with Subsections 7.02 and 7.05 hereof.

7.11 Approval of Architectural Plans and Designs. Tenant agrees to submit its architectural plans and designs, as prepared by an architect or professional engineer registered in the State of Arizona, for approval of Landlord prior to construction. Such approval is in addition to Tenant's obligation to comply with

City Codes (including Design Review approval) as previously described and is intended to be limited to reasonable compatibility of general or overall design and materials. Such approval shall not be unreasonably withheld or delayed.

SECTION 8 - MECHANICS' LIENS

8.01 Mechanic's Liens. Tenant agrees to keep the Premises free of any mechanics' or materialmen's liens of any kind or nature for any work done, labor performed, or material furnished thereon at the instance or occasion of Tenant, but not by Landlord or any other party. To the extent permitted by law, Tenant further agrees to defend, indemnify and save harmless Landlord for, from, and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed, or materials furnished at Tenant's request. Tenant is not authorized to act for or on behalf of Landlord as its agent, or otherwise, for the purpose of constructing any improvements to the Premises, or for any other purpose, and neither Landlord nor Landlord's interest in the Premises shall be subject to any obligations incurred by Tenant. If requested by the Landlord, Tenant agrees to record a Payment Bond with the Maricopa County Recorder's Office as required under A.R.S. §33-1003.

SECTION 9 - PERFORMANCE BOND

9.01 Performance Bond. If requested by the Landlord, but only for alterations in excess of \$20,000. Tenant shall furnish Landlord with a performance bond, in the full amount of the Improvements prior to construction of Improvements. Said bonds must be issued by a company qualified to do business in the State of Arizona and rated "A" or better by the current edition of the Best Rating Service. Said bonds shall be in the form set forth in Exhibit "F" and shall ensure faithful and full observance and performance by Tenant of all the terms, conditions, covenants and agreements set forth in Section 7.01 and 7.05 of this Lease, except Tenant's agreement to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations for the construction of any future structures or buildings not described in this Lease relating to construction of the Improvements or in the event of any planned modification or alteration which is

not described in this Lease.

SECTION 10 - IMPROVEMENTS, OWNERSHIP

10.01 Ownership of Non-UST Improvements. Except as provided in Subsection 10.03 hereof, all Initial or other Improvements on the Premises, with the exception of Tenant's trade fixtures and personal property, shall become the property of the Landlord upon expiration of this Lease or upon termination of this Lease for any reason. At no time shall Tenant have the right to remove any Improvements from said Premises unless otherwise agreed to in writing by the Landlord. Notwithstanding the foregoing, if upon the expiration or other termination of this Lease, the Initial or other Improvements on the Premises are not in substantial conformity with their original condition (normal wear and tear and uninsured casualty excepted), Landlord shall have the right to require Tenant to remove any such Initial or other Improvements or require Tenant to restore the Initial or other Improvements to a condition which is in substantial conformity with their original condition.

10.02 Landlord shall exercise such right by giving written notice to Tenant within thirty days after the expiration or other termination of this Lease. If so notified, Tenant, at Tenant's sole cost and expense shall remove or restore the designated Improvements within ninety (90) days after the date of written notification and shall restore the Premises to a condition which is in substantially the same condition which existed on the commencement date and reasonably acceptable to Landlord.

10.03 Landlord Ownership of UST Improvements. Tenant shall not install any USTs at the Premises. Notwithstanding the foregoing, to the best of Landlord's knowledge, no USTs are currently located on the Premises.

SECTION 11 - INSURANCE

11.01 Insurance Requirements

A. Comprehensive General Liability Insurance. Tenant, at its cost, shall maintain comprehensive liability insurance with limits of not less than \$1,000,000 per occurrence, insuring

against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Said insurance shall insure performance by Tenant of the indemnity provisions of Section 12. The policy shall also either contain a provision for broad form contractual liability including Leases, or there shall be attached thereof an endorsement providing for such coverage. If the policy is to be written with an aggregate limit, that limit shall be not less than \$2,000,000.

B. Standard Fire and Extended Coverage. Not Applicable to Tenant

C. Hangar Keeper's Liability. If hangars are located on the Premises, Tenant shall procure and maintain, at its sole expense, Hangar Keeper's Liability Insurance with a minimum coverage of \$1,000,000 for any one aircraft and \$2,000,000 for loss in any one occurrence for the Hangar Keeper's policy.

D. Worker's Compensation Insurance. If Tenant has employees, Tenant shall procure and maintain, at its sole expense, Worker's Compensation Insurance in such amounts as will fully comply with the laws of the State of Arizona.

E. Employer's Liability Insurance. If Tenant has employees, Tenant shall procure and maintain, at its sole expense, Employer's Liability Insurance, with minimum coverage of \$1,000,000.

11.02 General Requirements.

A. Additional Insureds. Comprehensive general liability policy, Standard fire and extended coverage insurance, and Hangar keeper's Liability Insurance shall name Landlord, its departments, officers, and employees as additional insureds, to the extent of Tenant's indemnity obligations contained in Section 12.

B. Special Items. Each insurance policy shall provide the following: (i) the policies cannot be cancelled, or substantially modified until and unless thirty (30) days written notice is received by the City of Mesa for payment of any premium or for assessments under any form of policy; (ii) the insurance company shall have no recourse against the City of Mesa for payment of any premium or for assessments under any form of policy; and (iii) the policies are intended as primary coverage for

the City of Mesa and that any insurance or self-insurance maintained by the City shall apply in excess of and not contributory with the insurance provided by these policies. Tenant shall continually maintain evidence of insurance for Landlord.

C. **Certificates of Insurance.** Tenant shall deliver Certificates of Insurance (or memorandums thereof), for the policies of insurance required hereunder, to the Airport Director of Landlord. Tenant shall continually maintain evidence of such insurance for Landlord, and provide such evidence upon Landlord's request. Failure to provide copies of Certificates of Insurance to Landlord in no way absolves Tenant from the responsibility of complying with the insurance requirements of this Agreement.

D. Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers of the waiver of subrogation set forth in this Lease and shall obtain, at Tenant's expense, an appropriate waiver of subrogation endorsement from the insurer with respect to Tenant's property located at the premises.

11.03 No Limitation of Liability. The procuring of any policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease; Tenant's obligation being, notwithstanding any said policy of insurance, for the full and total amount of any damage, injury, or loss caused by the negligence or neglect connected with the operation under this Lease.

11.04 Failure to Maintain Insurance. Failure to maintain the minimum insurance as stated in this Section 11 shall constitute default of this Lease. Without waiving any remedies available to Landlord for such default, Landlord may at its option purchase the required insurance and charge the actual insurance expense thereof to Tenant, which expense Tenant shall assume and pay.

11.05 Tenant's Insurance Primary. Tenant's insurance shall be primary for all purposes under this Lease.

11.06 Adjustment of Insurance Requirements. The minimum insurance requirements as to type and amounts shall be subject to reasonable increases at five (5) year intervals at the sole discretion of Landlord.

11.07 Blanket Insurance. The insurance required of Tenant by this Section 11 may be provided pursuant to Tenant's blanket insurance program.

SECTION 12 - HOLD HARMLESS

12.01 No Liability of Landlord. Neither Landlord, nor its departments, officers, or employees shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Tenant or subtenants or of any other person whomsoever, caused by Tenant's use of the Premises, or by any defect in any building or Improvement erected thereon, or arising from any accident, fire, or from any other casualty on the Premises or from other cause whatsoever; and Tenant, hereby waives on Tenant's behalf all claims against Landlord, provided however, any liability resulting from the negligent acts or omissions or willful misconduct of the City, its departments, officers, or employees shall not be waived.

12.02 Tenant Indemnification. To the furthest extent permitted by law, Tenant shall defend, indemnify, and hold City, its departments, boards, commissions, council members, officials, agents, and employees, individually and collectively, for, from, and against all losses, expenses (including attorney fees), damages, claims, charges, fines, suits, actions, demands, or other liabilities of any kind ("Liability"), including without limitation Liability for bodily injury, illness, death, or for third party property damage, resulting from or arising out of this Agreement and/or the use or occupancy of the Premises, except for Liability resulting from the negligent acts or omissions or willful misconduct of the City, its employees, agents, or any person under City's direction and control.

SECTION 13 - STORAGE OF EQUIPMENT AND MATERIAL

13.01 Storage. Tenant shall not store on the Premises equipment or material outside of buildings unless screened by a method approved in writing in advance by Landlord, which shall not be unreasonably withheld or delayed. This provision does not apply to or preclude Tenant from parking air worthy aircraft on the Premises, but does preclude the outside parking of aircraft being held for salvage purposes or aircraft awaiting repair. Tenant may not store equipment or material unrelated to its operation or business

at the airport, including, but not necessarily limited to, recreational vehicles, motor homes, boats, campers, trailers, semi – tractor trailer trucks , mobile homes, and vehicles with expired licenses and registrations, on the Premises for more than two (2) weeks without the prior written consent of the Landlord, which may be given or withheld in the Landlord's sole discretion. The open storage of non-airworthy aircraft, wreckage, or unsightly aircraft components is prohibited.

SECTION 14 - ENVIRONMENTAL INDEMNIFICATION-Tenant and Landlord

14.01 Use of Hazardous Material. Tenant shall not cause or permit any hazardous material, as defined in Subsection 14.05, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of such substances that are required in the ordinary course of Tenant's business conducted on the Premises or are otherwise approved by Landlord. Tenant shall:

A. Use, store and dispose of all such hazardous material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the Lease term that relate to public health and safety and protection of the environment (environmental laws), including those environmental laws identified in Subsection 14.03; and

B. Comply at all times during the Lease term with all environmental laws.

14.02 Notice of Release or Investigation. If, during the Lease Term (including any extensions), either Landlord or Tenant becomes aware of; (a) any actual or threatened release of any hazardous material on, under, or about the Premises or the building related to Tenant's operations or occupancy of the Premises, or (b) any inquiry, investigation, proceeding, or claim by any government, agency, or other person regarding the presence of hazardous material on, under, or about the Premises of the building related to Tenant's operations or occupancy of the Premises, that party shall immediately, not to exceed twenty four (24) hours after learning of it, notify the other party, and shall provide written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or

investigation.

14.03 Asbestos Notification. Tenant acknowledges that Landlord has advised Tenant that any building(s) located on the Premises contain or, because of its age, is likely to contain asbestos-containing materials (ACM). If Tenant undertakes any alterations, additions, or Improvements to the Premises, as permitted by Section 6 , Tenant shall, in addition to complying with the requirements of Section 6 , undertake the alterations, additions, or improvements in a manner that avoids disturbing any ACMs present in the building. In connection with any such project, Landlord shall make its records of use of ACM on the Premises available for Tenant's inspection at reasonable times and conditions. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable environmental laws, including giving all notices required by law.

14.04 Indemnification. To the furthest extent permitted by law, Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to Landlord, indemnify, defend, and hold harmless Landlord, or Landlord's authorized agents or representatives, with respect to all third party claims for losses to the extent arising out of or resulting from the release of any hazardous material in or about the Premises or the building related to Tenant's operations or occupancy of the Premises or the building, or the violation of any environmental law, by Tenant or Tenant's agents, contractors, or invitees. This indemnification includes:

- A. Losses attributable to diminution in the value of the Premises;
- B. Loss or restriction of use of the Premises;
- C. Adverse effect on the marketing of the Premises; And
- D. All liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant and expert fees and expenses) resulting from the release or violation.
- E. If Tenant excavates or removes any soil on the subject property, whether or not such soil is contaminated, and notwithstanding Landlord's remediation responsibilities as set forth in this Lease,

Tenant shall be responsible for all costs and expenses related to such excavation or removal (including, without limitation any cost of disposal of such soil.) If, as a result of Tenant's excavation or removal, Landlord incurs increased remediation costs or expenses, Tenant will reimburse Landlord for the amount of such increase within thirty (30) days after written demand. This indemnification is not intended to include or extend to acts committed prior to Tenant's occupancy of the property in question, and is only intended to extend to those acts committed by Tenant, and not those committed by other previous parties or previous tenants. Tenant has been supplied with the environmental history of the prior tenancy.

F. To the furthest extent permitted by law, Landlord shall, at Landlord's sole expense and with counsel reasonably acceptable to Tenant, indemnify, defend, and hold harmless Tenant from and against any and all claims of liability asserted against Tenant by a third party, including without limitation any agency or instrumentality of the federal, state, or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or cleanup activities (remedial or removal) arising out of or relating to the release or threat of release of any hazardous material existing at or emanating from the Premises, except to the extent caused by Tenant, its agents, employees, invitees, and contractors on or about the Premises.

G. The indemnifications set forth in this Subsection 14.04 shall survive the expiration or termination of this Lease.

14.05 Remediation Obligations. If the presence of any hazardous material brought onto the Premises or the building by Tenant or Tenant's employees, agents, contractors, or invitees results in contamination of the building, (but shall not apply to de minimis contamination of the Premises), Tenant shall promptly take all necessary actions, at Tenant's sole expense, to return the Premises or the building to the condition that existed before the introduction of such hazardous material. Tenant shall first obtain Landlord's written approval of the proposed remedial action. This provision does not limit the indemnification obligation set forth in Section 12 or this Section 14 .

14.06 Definition of Hazardous Material. As used in this Section 14 , the term "Hazardous Material"

shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of Arizona, or any local government authority having jurisdiction over the building or Premises. Hazardous material includes:

- A. Any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code §§ 9601-9675);
- B. "Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code §§ 6901-6992K);
- C. Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing Liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);
- D. Petroleum products;
- E. Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code §§ 2011-2297G-4;
- F. Asbestos in any form or condition; and
- G. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

14.07 Except for customary materials necessary for operation, cleaning and maintenance of the Airport, Landlord shall not cause any Hazardous Material to be brought upon, generated at, stored or kept or used in or about the Premises without the prior written consent of Tenant (which Tenant shall not unreasonably withhold as long as Landlord demonstrates to Tenant's reasonable satisfaction that such Hazardous Material is necessary or useful to Landlord's business) and all Hazardous Materials, including customary materials necessary for operating, cleaning and maintenance of the Airport, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

SECTION 15 - DESTRUCTION OF IMPROVEMENTS – Not Applicable

SECTION 16 - MAINTENANCE

16.01 Obligation to Maintain. Tenant shall repair and maintain the Improvements in good order and repair and keep the Premises in a neat, safe, clean and orderly condition, and appearance, as determined by the Landlord. Such obligation shall include without limitation the prevention of the accumulation of any refuse or waste materials that might be or constitute a fire hazard or a public or private nuisance.

16.02 Landlord's Right to Effect Repairs. In the event that Tenant does not properly repair and/or maintain the Improvements, Landlord shall notify Tenant in writing of those areas that are not being properly repaired and/or maintained. If, however, after thirty (30) days, Tenant fails to make such repair and/or maintenance, Landlord may cause to have such repair and maintenance made and shall invoice Tenant for the repair and maintenance completed. Such amounts shall be payable to Landlord as additional rent, without any deduction or set off whatsoever. If Tenant does not pay said costs within thirty (30) days, this Lease shall be deemed to be in default, and Landlord shall be entitled to all legal remedies provided hereunder, subject to any applicable notice and grace period. Nothing set forth in this subsection 16.02 obligates Landlord to perform any maintenance of the Premises or repairs to Tenant's Improvements.

SECTION 17 - REPORTS

17.01 Reports. Tenant shall, within fifteen (15) days after receiving Landlord's request, submit a written report to Landlord's Airport Director listing all aircraft that are located on the Premises. Said report shall be prepared on a form supplied by Landlord, and include aircraft, make, model, registration number, owner's name, address and telephone number.

SECTION 18 - INSPECTION

18.01 Inspection. Landlord shall have the right upon reasonable notice and during business hours to

inspect the Premises to determine if the provisions of this Lease are being complied with. (see Section 50-Additional Provisions)

SECTION 19 - NON-EXCLUSIVE RIGHT

19.01 Non-Exclusive Right. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, Title 49, of the United States Code.

SECTION 20 - DEVELOPMENT OF LANDING AREA

20.01 Development of Landing Area. Landlord reserves the rights to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of Tenant and without interference or hindrance.

SECTION 21 - USE OF PUBLIC AIRPORT FACILITIES

21.01 Non-Exclusive Use of Public Airport Facilities. Tenant is granted the non-exclusive use of all public airport facilities including, but not limited to, taxiways, runways, aprons, navigational aids and facilities relating thereto for purposes of landing, take-off and taxiing of Tenant's and Tenants' subtenants' or invitees' aircraft. All such uses shall be in accordance with the laws of the United States of America, the State of Arizona, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by ordinance or by law.

21.02 Operation of Airport. Landlord agrees, during the term of this Lease, to operate and maintain the Airport and its public airport facilities as a public airport consistent with, and pursuant to, the Sponsor's Assurances given by Landlord to the United States Government under the Federal Act.

21.03 Reservation of Rights. Nothing contained herein shall be construed to prevent Landlord from closing the runways, taxiways or aprons of the Airport on special occasions from time to time at the reasonable discretion of Landlord.

SECTION 22 - LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A.

22.01 Lease Subordinate to Agreements with USA. This Lease is subordinate and subject to the provisions and requirements of all existing and future grant agreements between Landlord and the United States of America, all deeds of conveyance from the United States of America, all United States laws, including the Federal Aviation Act of 1958, relative to the development, operation, or maintenance of the Airport, and all FAA regulations.

SECTION 23 - WAR OR NATIONAL EMERGENCY

23.01 War or National Emergency. This Lease and all the provisions hereof shall be subject to whatever rights of the United States Government 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.

SECTION 24 - NONDISCRIMINATION

24.01 Nondiscrimination. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Tenant assures that it will require that its covered sub-organizations provide assurances to Landlord that they similarly will undertake affirmative action programs and that they will require assurances from the sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

24.02 Material Default, Non-Discrimination. Tenant's failure to comply with Subsection 24.01 above shall constitute a material default of this Lease. In the event of default of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Lease, following any applicable notice and cure

period, and to re-enter and repossess said Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

24.03 Fair Accommodation. Tenant shall take all action to ensure that its accommodations and/or services are furnished on a fair and equal basis, without bias, to all users. Tenant shall charge fair and reasonable prices, without bias, for each unit or service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases. Tenant shall upon written demand of Landlord furnish Landlord with a schedule of all prices for each unit or service to be charged to the general public.

24.04 Compliance with Laws. With respect to its occupancy and operations at the Premises, Tenant agrees to comply with all provisions of applicable federal, state, and local laws related to nondiscrimination, equal employment opportunity, and the Americans with Disabilities Act.

24.05 Material Default, Compliance with Laws. Noncompliance with provisions stated above shall constitute a material default thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created, following any applicable notice and cure period, without liability therefrom; or at the election of Landlord or the United States, either or both said Governments shall have the right to judicially enforce these provisions.

24.06 Incorporation of Provisions. Tenant agrees that it shall insert and incorporate these provisions into any contract by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein Leased.

SECTION 25 - UTILITIES

25.01 Utilities. (see Section 50-Additional Provisions)

SECTION 26 - TAXES

26.01 Taxes. Tenant agrees to pay, prior to their becoming delinquent, all taxes of every nature levied or assessed against either the interest of Landlord or Tenant on the Premises during the term hereof,

and on all property of Tenant placed upon the Premises. (see Section 50-Additional Provisions)

SECTION 27 - LITIGATION, ATTORNEY'S FEES

27.01 Litigation. In the event Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant, Tenant shall pay Landlord's costs of defense, including but not limited to court costs and reasonable attorney's fees. In the event Tenant shall, without fault on its part, be made a party to any litigation commenced against Landlord, Landlord shall pay Tenant costs of defense, including but not limited to court costs and reasonable attorney's fees.

27.02 Attorney's Fees. If any dispute arising under the terms of this Lease shall result in litigation, the prevailing party shall, in addition to any other relief granted or awarded by the court, be entitled to an award of a reasonable attorney's fee to be determined by the court.

SECTION 28 - ASSIGNMENT-SUBLETTING

28.01 Assignment. Tenant shall not sell, convey, assign, encumber or transfer this Lease, or Tenant's leasehold or fee interest in the Premises (as the case may be), or any portion thereof, or transfer or assign the majority ownership or controlling interest in Tenant (collectively referred to herein as "Assignment") without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment without Landlord's prior written consent shall be void and shall constitute a default by Tenant hereunder. The above prohibition on Assignments shall be construed to include a prohibition against any assignment by operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise. The creation of any partnership, corporation, joint venture, or any other arrangement under which any person or entity other than Tenant is entitled to share in profits derived directly or indirectly from the Premises shall also be deemed an Assignment of this Lease. Any sublease or other transfer of a portion of the Premises, whereby the subtenant or transferee obtains an ownership interest in all or a part of the Improvements on the Premises, shall be deemed an Assignment of this Lease. Any sublease or other transfer of a portion of the Premises shall be deemed a sublease of the

Premises instead of an Assignment and shall not be subject to the consent requirements of this Subsection 28.01, provided, however, that Tenant retains full ownership of the Improvements on the Premises.

28.02 In the event that Landlord consents to an Assignment of this Lease, pursuant to a request from Tenant, Tenant shall cause to be executed by its assignee an agreement satisfactory to Mesa, whereby such assignee agrees to perform faithfully and to assume and to be bound by all of the terms, covenants, provisions and agreements of this Lease for the period covered by the assignment and to the extent the Premises assigned.

28.03 Tenant shall include and incorporate into each sublease of the Premises a requirement that such subtenant agrees to perform faithfully and to assume and to be bound by all terms, covenants, provisions, and agreements of this Lease governing the use, operation and maintenance of the Premises. Landlord shall be identified as a third-party beneficiary to such obligation.

SECTION 29 - DEFAULT IN TERMS OF THIS LEASE BY TENANT

29.01 Events of Default. The occurrence of any of the following shall constitute an event of default hereunder:

A. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the liquidation of Tenant.

B. Failure of Tenant to pay when due any installment of rent hereunder or any other sum herein required to be paid by Tenant, and the continuance of such nonpayment for thirty (30) days after written notice from Landlord.

C. Abandonment of the Premises, as provided in Section 33 hereof.

D. Operation or maintenance of the Premises in violation of law, failure to maintain the required insurance, or any other misuse of the Premises.

E. Tenant's failure to perform any other covenant, condition or agreement of this Lease

within thirty (30) days after written notice by Landlord's Airport Director. In addition to correcting the default, an administrative fee may be charged, as special damages, by Landlord to Tenant for the cost of monitoring correction of such default. At no time shall this fee exceed one percent (1%) of the total current annual rent paid to Landlord.

SECTION 30 - REMEDIES

30.01 Remedies. In addition to any and all remedies available to Landlord as a matter of law and those set forth in other provisions of this Lease, Landlord shall, subject to any cure periods set forth herein, have the immediate right, upon Tenant's default in any term or condition of this Lease, to re-enter the Premises and occupy it and any improvements made by Tenant and to hold and/or re-lease the Premises and any improvements made by Tenant. No such re-entry or taking possession by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. Tenant shall peaceably quit the Premises upon written notification by Landlord to Tenant of Landlord's intent to re-enter the Premises and improvements placed thereon by Tenant. The various rights, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other or of any right, priority or remedy allowed or provided by law. Landlord shall use its best efforts to mitigate cost to Tenant.

SECTION 31 - SIGNAGE

31.01 Signage. Tenant agrees to not construct nor maintain on the Premises outside of the Improvements, or that are visible from outside, advertising signs or messages, of any kind or description, except those pre-approved in writing by Landlord and are in compliance with the Mesa City Code, which determination shall be made at its sole discretion, and will not be unreasonably withheld or delayed.

SECTION 32 - UNLAWFUL USE

32.01 Unlawful Use. No Improvements shall be erected, placed upon, operated or maintained on

the Premises, nor shall business be conducted or carried on thereon in violation of the terms of this Lease or of any regulation, order, law, statute, by-law, or ordinance of any governmental authorities having jurisdiction thereof.

SECTION 33 - ABANDONMENT

33.01 Abandonment. If Tenant, prior to the expiration or termination of this Lease by lapse of time or otherwise, relinquishes possession of the Premises without Landlord's written consent, such occurrence shall be deemed to be an abandonment of the Premises and an event of default under this Lease. If Tenant abandons the Premises or is dispossessed by process of law or otherwise, any personal property other than aircraft belonging to Tenant and left on the Premises thirty (30) days following such abandonment or dispossession shall be deemed to have been transferred to Landlord, and Landlord shall have the right to remove and to dispose of the same without liability to account therefore to Tenant or to any person claiming under Tenant.

SECTION 34 - RESERVATIONS TO LANDLORD

34.01 Reservations to Landlord, Utility Easements. Landlord reserves for itself all utility easements and rights-of-way over, across, and along the Premises reasonably necessary for the development of the Airport, including without limitation, easements for sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, electric lines, cable television lines, and telephone and telegraph lines drains, and access to such easements. Landlord reserves the right to determine the location of such easements on the Premises in its reasonable discretion. Landlord also reserves the right to grant such easements and rights-of-way in, over, and upon, along, or across all or a portion of the Premises to third parties without the consent of Tenant.

34.02 Restoration of Premises in Event of Landlord Construction. Landlord agrees that it will cause the surface of the Premises to be restored similar to its original condition upon the completion of any construction. Landlord further agrees that, should the exercise of the right set forth in this Subsection 34.01

temporarily interfere with the use of any or all of the Premises by Tenant, the rental shall be reduced in a proportion equal to the amount that said interference bears to the total use of the Premises. All construction shall be done in a manner that minimizes interference with use of the Premises to the extent reasonably possible.

34.03 Reservation to Landlord, Avigation Easements. There is hereby reserved to Landlord, its successors and assigns, 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. This public right of flight shall include the right to create in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation of, the Airport.

34.04 Height Restrictions. Tenant, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises above the height limitations stated in FAR Part 77. In the event the aforesaid covenant is breached, Landlord shall have the right, at the expense of Tenant, to enter upon the Premises and remove the offending structure or object or cut the offending tree and charge the reasonable expense thereof to the Tenant, which Tenant shall assume and pay.

34.05 No Interference with Aircraft. Tenant, by accepting the Lease, agrees for itself, its successors and assigns, that it will not make use of the Premises in any manner which will interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to aircraft or ground operations normally conducted on an airport. In the event that the aforesaid covenant is breached, Landlord shall have the right to enter upon the Premises and cause the abatement of such interference at the reasonable expense of Tenant.

SECTION 35 - PARTIAL INVALIDITY

35.01 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. If any term, covenant, condition, or provision of this lease is found to be invalid, void, or in violation of any agreement or

granting instrument from the United States of America, it shall be deemed to have been deleted from the lease and the remainder of the provisions shall remain in full force and not be affected, impaired, or invalidated thereby.

SECTION 36 - MARGINAL CAPTIONS

36.01 Marginal Captions. The various headings and numbers herein and the grouping of the provisions of this Lease into separate sections and subsections are for the purpose of convenience only, and shall not be considered a part hereof.

SECTION 37 – NON WAIVER OF REMEDIES

37.01 Non-Waiver of Remedies. It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, ejectment, quiet title, or otherwise, to secure possession of said Premises, nor the re-entry by Landlord with or without the institution of such proceedings, nor the re-renting or subletting of said Premises, shall operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

37.02 Continuation of Lease in the Event of Default. In the event Tenant breaches this Lease, or any covenant, term or condition hereunder, and abandons the Premises, this Lease shall continue in force and effect for so long as the Landlord does not terminate Tenant's right to possession, and Landlord may enforce all rights and remedies of Landlord including, without limitation, the right to recover rental as it becomes due hereunder. Acts of maintenance or preservation or efforts to re-let the Premises, or the appointment of a receiver upon the initiation of the Landlord to protect the Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.

37.03 Waivers, Landlord's Right to Accept Rent. No waiver by either party of any breach, default or any of the terms, covenants or conditions of this Lease shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, default or term of this Lease, as the case may

be. To be effective, all waivers shall be in writing and signed by the party to be charged. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payments hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any breach or lapse which was in existence at the time such payment or payments were accepted by Landlord.

37.04 No Limitation of Rights. It is expressly understood that the enumeration herein of express rights, options and privileges shall not limit Landlord, nor deprive Landlord of any other remedy or action or cause of action by reason of any default of Tenant, including the right to recover from Tenant any deficiency upon re-renting.

37.05 No Limitation of Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

SECTION 38 - APPROACH PROTECTION

38.01 Approach Protection. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on the Airport, which in the opinion of Landlord would limit the usefulness of the Airport or constitute a hazard to aircraft.

SECTION 39 - FAA APPROVAL

39.01 FAA Approval. The provisions of this Lease are subject to review and objection by the Federal Aviation Administration.

SECTION 40 - HOLDING OVER

40.01 Holding Over. Holding over by the Tenant after the expiration of this Lease shall not

constitute a renewal of this Lease or give Tenant any rights under this Lease or in the Premises. Notwithstanding this provision, however, any holding over after the expiration of the term of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, callable upon thirty (30) days written notice, and at a rental of one hundred fifty percent (150%) of the total monthly rental as existed during the last year of the term hereof, and further upon the terms and conditions as existed other than rental during the last year of the term hereof. (see Section 50-Additonal Provisions)

SECTION 41 – CONDEMNATION

41.01 Condemnation. If at any time during the term of this Lease the Premises or any part thereof is taken or condemned under the laws of Eminent Domain by any governmental authority other than Landlord, then and in every such case the leasehold estate and interest of the Tenant in said Premises taken shall cease and terminate. Tenant shall be entitled to participate and receive any part of the damages or award, where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute in which event the latter sum shall be received by Tenant, and that portion of any award allocated to the taking of Tenant's building, improvements, trade fixtures, equipment and personal property, or to a loss of business by Tenant. None of the awards or payments to Landlord shall be subject to any diminution or apportionment on behalf of Tenant or otherwise.

SECTION 42 - NOTICES

42.01 Notices. All notices given, or to be given, by either party to the other, shall be given in writing, by certified mail return receipt requested or overnight delivery by a nationally recognized carrier service (e.g., Federal Express), and shall be addressed to the parties at the addresses hereinafter set forth or at such other address as the parties may by written notice hereafter designate. Notices and payments to Landlord, and notices to Tenant, shall be addressed as follows:

LANDLORD
Airport Director
Falcon Field Airport
4800 Falcon Drive
Mesa, AZ 85215

TENANT
The Boeing Company
c/o CBRE Attn: Lease Administration
5100 Poplar Avenue, #1000
Memphis, TN 38137

42.02 It shall be Tenant's responsibility to notify Landlord in writing of any changes in the address for notices.

SECTION 43 - REPRESENTATIONS AND AMENDMENTS TO BE IN WRITING

43.01 Representations and Amendments to Be In Writing. No oral promises, representations or agreements have been made by Tenant or Landlord. This Lease is the entire agreement between the parties (including employees, leasing personnel and other personnel.) Tenant and Landlord have no authority to waive, amend or terminate this Lease or any part of it and no authority is to make promises, representations or agreements which impose duties or other obligations of each party unless done so in writing.

SECTION 44 - SUCCESSORS IN INTEREST

44.01 Successors in Interest. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

SECTION 45 - FORCE MAJEURE

45.01 Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, or other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that nothing in this Subsection 45.01 shall excuse Tenant from the payment when due of any rental or other charges required to be paid by Tenant hereunder, except as may be expressly provided elsewhere in this Lease.

SECTION 46 - TIME

46.01 Time. Time is of the essence of this Lease.

SECTION 47 - NO PARTNERSHIP; NO THIRD PARTY RIGHTS

47.01 No Partnership; No Third Party Rights. Nothing contained in this Lease shall create any partnership, joint venture or other arrangement between Landlord and Tenant. Except as expressly provided herein, no term or provision of this Lease is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

SECTION 48 – NO BINDING CONTRACT UNTIL EXECUTION; AUTHORITY TO EXECUTE

48.01 Authority to Execute. The person executing this Lease on behalf of or as representative for Tenant warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

48.02 No Binding Contract Until Execution. NEITHER THE PREPARATION NOR THE DELIVERY OF THIS LEASE TO TENANT FOR EXAMINATION SHALL BE DEEMED TO BE AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT BUT SHALL BE MERELY A PART OF THE NEGOTIATIONS BETWEEN LANDLORD AND TENANT. THE EXECUTION OF THIS LEASE BY TENANT SHALL BE DEEMED TO CONSTITUTE AN OFFER BY TENANT TO LEASE THE PREMISES FROM LANDLORD UPON THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE, WHICH OFFER MAY BE ACCEPTED BY LANDLORD ONLY BY THE EXECUTION OF THIS LEASE BY LANDLORD.

SECTION 49 – MISCELLANEOUS PROVISIONS

49.01 Governing Law. This Lease shall be governed by the laws of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County,

Arizona.

49.02 A.R.S. 38-511. Notice is hereby given of the applicability of Arizona Revised Statute Section 38-511.

49.03 Survival. The obligations under Section 10 (Improvements, Ownership), Section 12 (Hold Harmless), Section 14 (Environmental Indemnification), Section 15 (Destruction of Improvements), Section 27 (Litigation, Attorney's Fees), Subsection 28.01 (Assignment), Section 30 (Remedies), Section 33 (Abandonment), Section 35 (Partial Invalidity), Section 36 (Marginal Captions), Section 37 (Non Waiver of Remedies), Section 40 (Holding Over), Section 42 (Notices), Section 44 (Successors in Interest), Section 46 (Time), Section 47 (No Partnership; No Third Party Rights), and Section 49, (Miscellaneous Provisions), and any other obligations which reasonably should survive, shall survive expiration or other termination of this Agreement.

SECTION 50 – ADDITIONAL PROVISIONS

The following provisions shall supersede any other contrary or conflicts provisions of this Lease.

Section 4 – Rental - At this time, City Sales Tax of 1.75% and State-County sales tax of .5% (for a total of 2.25% sales tax) is applicable to all Rent, which Tenant shall pay.

Section 7 - Improvements, Construction and Maintenance - Tenant has no improvements as of the commencement of this Lease. However, Tenant reserves the right to install security items such as, but not limited to cameras and motion detectors.

Section 18 – Inspection - Subject to Tenant's security requirements, Landlord shall have the right upon reasonable notice (not less than 72 hours prior notice is deemed reasonable) during business hours, at all times with Tenant escort, to inspect the Premises to determine if the provisions of this Lease are being complied with.

Section 25 – Utilities - Landlord shall pay all utilities.

Section 26 – Taxes - At this time, City Sales Tax of 1.75% and State-County sales tax of .5% (for a total of 2.25% sales tax) is applicable to all Rent, which Tenant shall pay.

Section 40 - Holding Over - One hundred fifty percent (150%) is reduced to One hundred ten percent (110%) Restoration work under 10.02 shall not be considered Holding Over.

RELEASE- To the fullest extent permitted by law, Tenant shall hold the Landlord, its officials, departments, employees, and agents harmless, for, from and defend the Landlord against any and all claims or liabilities including but not limited to fire, theft, damage or loss to person, aircraft or property occurring in, on or about any part of the airport when that injury or damage is caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant except those injuries or damages resulting from negligent acts or omissions of the Landlord, its officials, departments, employees, or agents.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first hereinabove written.

LANDLORD:
CITY OF MESA, a Municipal Corporation

By *Natalie K. Lewis*
Its *Asst. to City Manager*

TENANT:
The Boeing Company
a Delaware corporation

Frank Dispalatro
By: Frank Dispalatro
Its Southwest PRE Region Leader
Date: *JUNE 29 / 2012*

STATE OF *Arizona*)
County of *Maricopa*) ss

The foregoing instrument was acknowledged before me this *3* day of *July*, by *Natalie K. Lewis*, the *Asst. to City Manager* of the City of Mesa.

(Seal and Expiration Date)

Perla C. Anderson
Notary Public

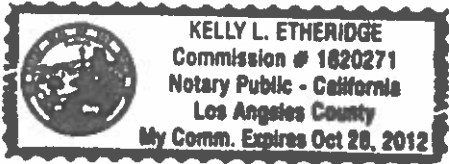


STATE OF California)
County of Orange) ss

The foregoing instrument was acknowledged before me this 29 day of June, 2012, by Frank Dispalatro, the Authorized Signatory of The Boeing Company.

(Seal and Expiration Date)

Kelly Etheridge
Notary Public



FALCON FIELD MASTER LEASE - Form Dated October 1, 2007

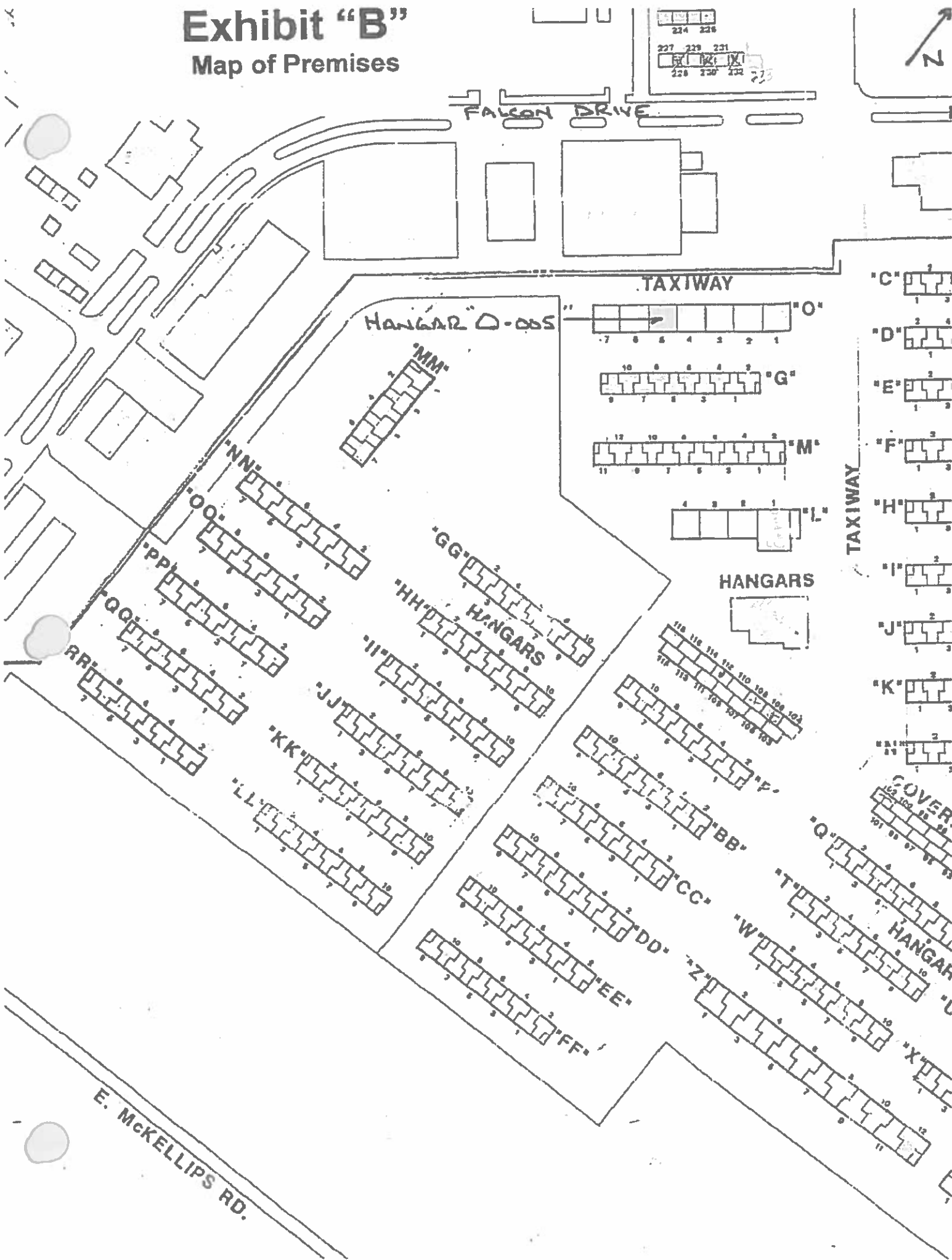
Exhibit "A"

Legal Description of Premises

The Premises are described as hangar number 5 in hangar building "O" at Falcon Field Airport, 4800 E. Falcon Drive, Mesa, Arizona, 85201.

Exhibit "B"

Map of Premises



E. McKELLIPS RD.

FALCON DRIVE



TAXIWAY

HANGAR D-005

HANGARS

TAXIWAY

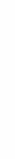
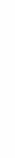
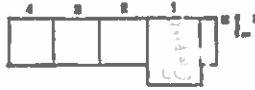
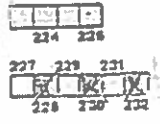
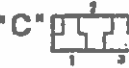
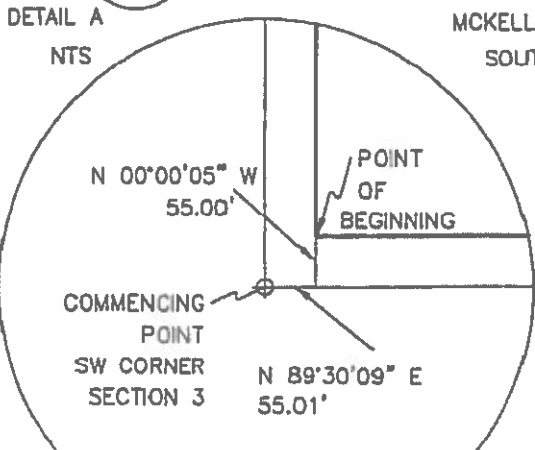
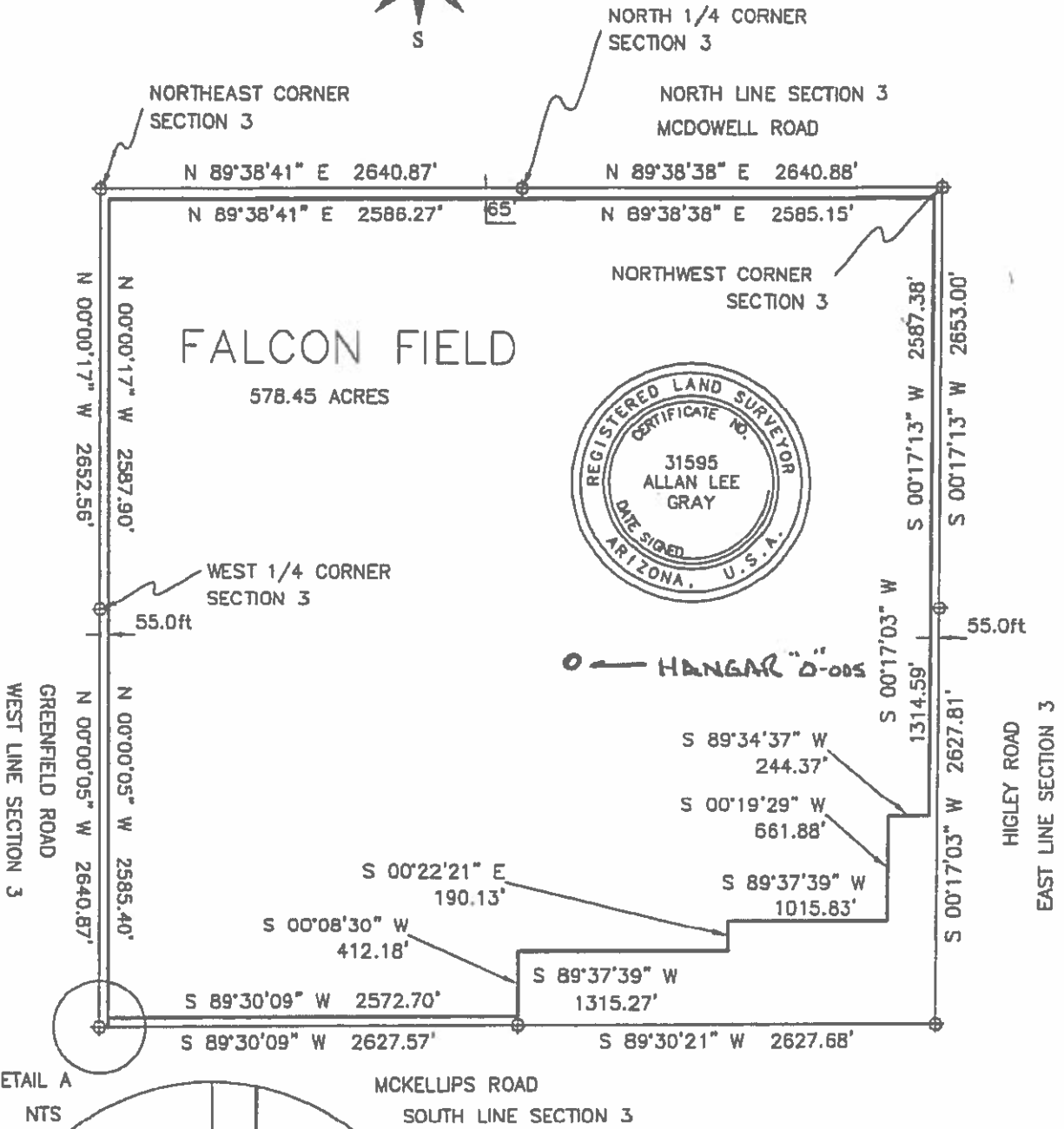


Exhibit "C"

Premises Location Map



FALCON FIELD PAD
 Prepared by Lee Gray RLS 31595
 City of Mesa
 55 North Center
 Mesa Arizona 85211
 Address 480-644-4883

Scale: 1"=1000'	Date: 01/18/11	LT:
Drawn: LG	Checked: LG	Job: FF-PAD

Exhibit "D"
Development Plan

NOT APPLICABLE AT COMMENCEMENT OF LEASE

Exhibit "E"
Schedule of Improvements

NOT APPLICABLE AT COMMENCEMENT OF LEASE