

COB - BOSAIR FORM

07/21/2026 4:12 PM (MST)

Submitted by Lupe.Fimbres@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO RPS PO2600023415

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/11/2026
Supplier / Customer / Grantor / Subrecipient:	Tucson Airport Authority, Inc. an Arizona non-profit corporation ("TAA")
Project Title / Description:	Tucson Airport Authority Ryan Airfield Land Lease Agreement
Purpose:	The Land Lease Agreement is between the Tucson Airport Authority ("TAA") and Pima County ("County") for the continued operation of the existing Solid Waste Transfer Station at Ryan Airfield. The transfer station, commonly known as the Ryan Field Transfer Station, is located on Ryan Airfield property in Section 12, Township 15 South, Range 11 East. The Ryan Field Transfer Station was originally established on January 12, 1993, and has operated under a sublease with TAA since that time. The County renewed the lease on January 13, 2010, for an additional five-year term and subsequently executed a First Amendment extending the lease for an additional five years. The amended lease expired on January 12, 2025, after which the County continued to occupy the premises pursuant to the lease's holdover provisions. This Agreement authorizes the County's continued use of the property for operation of the transfer station for a five-year term commencing April 1, 2026, and ending May 31, 2031. The annual lease rate, as established by an independent appraiser and supported by the County's Chief Appraiser, will be \$15,505.00. Annual adjustments will be based on changes in The Consumer Price Index (CPI) and updated internally in WD. (RPS File LNCP-0033)
Procurement Method:	Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020
Procurement Method Additional Info:	N/A
Program Goals/Predicted Outcomes:	Pima County will continue leasing the property from the Tucson Airport Authority to maintain and operate the existing Solid Waste Transfer Station at Ryan Airfield, ensuring continued waste disposal services for area residents.
Public Benefit and Impact:	Continued operation of the existing Solid Waste Transfer Station at Ryan Airfield will provide convenient waste disposal services for area residents and help reduce

Strategic Plan Pillar	Public Service
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
Metrics Available to Measure Performance:	Continuous availability of solid waste transfer services at the Ryan Field Transfer Station for the duration of the Land Lease Agreement.
Retroactive:	YES
Retroactive Description:	The Land Lease Agreement is retroactive to April 1, 2026. The retroactive effective date is necessary because the Tucson Airport Authority and the County have been negotiating the terms of the Agreement and only recently reached agreement on its conditions.

Contract / Award Information

Record Number: PO RPS PO2600023415	
Document Type:	PO
Department Code:	RPS
Contract Number:	PO2600023415
Commencement Date:	04/01/2026
Termination Date:	03/31/2031
Supplier / Subrecipient Headquarters Location	Tucson, Arizona
* Headquarters information is not a consideration for awards	
Total Expense Amount:	
\$77,525.00	
Total Revenue Amount:	
\$0.00	
Funding Source Name(s) Required:	Environmental Quality, Solid Waste Management
Funding from General Fund?	NO

Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department:	Real Property Services
Name:	Rita Leon
Telephone:	520-724-6306

Add Procurement Department Signatures	No
Add GMI Department Signatures	No

Department Director Signature: Lupe Jimenez Date: 7/24/2026 | 12:22 PM MST

Deputy County Administrator Signature:  Date: 7/27/2026 | 2:30 PM MST

County Administrator Signature:  Date: 7/27/2026 | 2:49 PM MST



MEMORANDUM

REAL PROPERTY SERVICES

201 N. Stone Avenue, Sixth Floor, Tucson, Arizona 85701-1215
(520) 724-6667 FAX (520) 724-6763

To: Procurement

From: Rita Leon

Subject: Tucson Airport Authority
Ryan Airfield Land Lease

Date: July 9, 2026

Please note that there are Two (2) original Leases between Tucson Airport Authority and Pima County. Please return the two (2) originals as Tucson Airport Authority, will issue the Lease Agreement when signed by the President/Chief Executive Officer for TAA.

An original will be returned to the County when signed by Tucson Airport Authority.

Please call if you have any questions. Thank you

Rita

PO2600023415

**TUCSON AIRPORT AUTHORITY
RYAN AIRFIELD
LAND LEASE AGREEMENT**

PARTIES AND ADDRESSES:

“TAA”: TUCSON AIRPORT AUTHORITY, INC.,
An Arizona nonprofit corporation
Tucson International Airport
7250 S. Tucson Blvd, Suite 300
Tucson, Arizona 85756

“TENANT”: PIMA COUNTY, ARIZONA
a body politic and corporate
130 W. Congress Street
Tucson, Arizona 85701

EXHIBITS: Exhibits are annexed to this lease and incorporated
herein by this reference.

EXHIBIT A – PREMISES
EXHIBIT B – ACCESS ROAD
EXHIBIT C – TITLE VI LIST OF PERTINENT
NONDISCRIMINATION ACTS AND AUTHORITIES

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**TUCSON AIRPORT AUTHORITY – RYAN AIRFIELD
LAND LEASE AGREEMENT
BETWEEN TUCSON AIRPORT AUTHORITY, INC.
AND PIMA COUNTY, ARIZONA**

This Land Lease Agreement (“Lease”) is entered into by and between Tucson Airport Authority, Inc., an Arizona non-profit corporation (“TAA”) and Pima County, Arizona a body politic and corporate, (“Tenant”), collectively referred to herein as the “Parties”.

RECITALS

- A.** TAA has leased from the City of Tucson, a municipal corporation, the airfield known as Ryan Airfield located in Pima County, State of Arizona (the "Airport").
- B.** Tenant is currently occupying a portion of the Airport as described in Article 1.1 and shown on the attached Exhibit A, together with certain improvements thereon (the "Premises"), pursuant to a sublease between TAA and Tenant dated January 12, 1993, as has been amended and extended from time to time (the “Prior Lease”).
- C.** Tenant has constructed and installed on the Premises certain improvements including a building containing solid waste collection and transfer equipment, and a cashier's booth.
- D.** The prior sublease between the parties expired on January 12, 2025, and Tenant has continued to remain on the Premises pursuant to the Holdover provisions set forth in Article 2.2 of the Prior Lease.
- E.** The parties now desire to enter into a new sublease agreement for the Premises on the terms and conditions set forth herein.

COVENANTS AND CONDITIONS

ARTICLE 1 - PREMISES

1.1 PREMISES

TAA does hereby demise and let unto Tenant, for its exclusive use and occupancy, and Tenant does hereby lease from TAA, the Premises, together with all improvements thereon, subject to all utility easements and rights of way that encumber the Premises, as more fully described in and depicted on Exhibit A attached hereto.

1.2 CONDITION OF PREMISES

Tenant accepts the Premises from TAA in As Is condition, with no warranty or representation, express or implied, of any kind, relating to the condition of the Premises or improvements thereon whether or not known or disclosed.

Should Tenant desire any inspection report, environmental assessment, survey, creation of a legal description, drainage report, or any similar study, Tenant shall be responsible for the same at Tenant's sole expense.

1.3 ACCESS

Tenant is granted the right of reasonable access to the Premises over such other portions of the Airport as are necessary to provide reasonable access to and from the Premises, as more fully described in and depicted on the attached Exhibit B. TAA reserves the right to designate the location of such access and to change its location from time to time, as TAA deems reasonably necessary and appropriate. In the event that relocation of access routes becomes necessary, TAA will provide Tenant with advance written notice.

ARTICLE 2 - TERM

2.1 LEASE TERM

The term (the "Term") of this Lease shall commence on April 1, 2026 (the "Commencement Date") notwithstanding any later execution of this Lease by the parties, and shall terminate five (5) years thereafter.

2.2 HOLDOVER

If Tenant holds over after the expiration or earlier termination of this Lease without the express written consent of TAA, Tenant shall become a Tenant at sufferance only, at a rental rate equal to two hundred percent (200%) of the rent in effect upon the date of such expiration or termination, and shall be subject to the terms, covenants and conditions of this Lease. Acceptance by TAA of rent after such expiration or termination shall not result in a renewal or extension of this Lease. The foregoing provisions of this Section are in addition to and do not affect TAA's rights specified herein or any rights of TAA provided by law for such holding over. If Tenant fails to surrender the Premises upon such expiration or termination despite TAA's demand to do so, Tenant shall indemnify and hold TAA harmless from all loss, claim or damage TAA incurs, including without limitation, a claim made by a successor tenant for failure to provide possession of the Premises and any attorney's fees and costs incurred by TAA related thereto.

2.3 SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, all rights herein granted to Tenant shall cease and terminate and Tenant shall (a) peaceably surrender the Premises and all alterations and additions thereto to TAA, (b) broom clean or otherwise cleanup the Premises, (c) remove all trade fixtures, (d) leave the Premises in good order, repair and condition, reasonable wear and tear excepted, and (e) comply with any other provisions herein. Surrender of Premises is subject to the requirements listed under section 4.1 Title of Improvement section of this Lease.

ARTICLE 3 - RENT AND CONTRACT BOND

3.1 BASE RENT

Tenant covenants and agrees to pay TAA rent during the Term of the Lease as follows: The annual rent in the amount of Fifteen Thousand Five Hundred Five Dollars (\$15,505.00), shall be due and payable in full upon the Commencement Date of the Lease, and on each anniversary thereafter. Throughout the Term of this Lease, the rent shall be periodically adjusted as set forth in Section 3.4 below, and due and payable by Tenant on each anniversary of this Lease without additional notice from TAA.

3.2 COMMENCEMENT OF RENTAL OBLIGATIONS

The first installment of rent shall be due in full upon the Commencement Date hereof. Subsequent rent payments shall be due, in advance, on the anniversary of the Commencement Date in each succeeding calendar year during the term of this Lease, any additional notice from TAA. Any invoice provided by TAA is for courtesy only, and any failure of TAA to send such an invoice shall not relieve Tenant of its obligation hereunder to pay the rent in a timely manner. Please include identification of your leasehold in the memo area, submitting payment to the TAA lockbox address:

Tucson Airport Authority
7250 S. Tucson Blvd., Suite 300
Tucson, AZ 85756

3.3 INTEREST/ADMINISTRATIVE CHARGE

Payments not received when due shall accrue interest from the due date at the rate of one-and one-half percent (1.5%) per month. In addition, if any payment due hereunder is more than ten (10) days past due, Tenant shall pay TAA an amount equal to five percent (5%) of such payment as an administrative charge to help offset the administrative burden created by late payments.

3.4 PERIODIC RENT ADJUSTMENT

The rate for rent shall be adjusted annually based on changes in the Consumer Price Index, U.S. City Average, All Items, all Urban Consumers (the "CPI"), using 2025 as the base year, provided that in no event shall the annual rent be downwardly adjusted. In the event publication of the CPI is terminated, or its method of calculation is significantly altered, then such periodic adjustment shall be made by application of the index that, in TAA's reasonable discretion, is the index most commonly used in the aviation industry or, if there is no such standard, in the rental industry generally.

3.5 ADDITIONAL CONSIDERATION

In addition to rent described above, Tenant shall provide at no cost to TAA a 40-cubic yard dumpster (the "Airport Dumpster") to be located where reasonably agreed by the parties, for the disposal of trash, rubbish, and other suitable landfill waste from the Airport. Tenant shall periodically empty the Airport Dumpster, at no charge to TAA, no more frequently than once a month, but no less than once every two months.

ARTICLE 4 - CONSTRUCTION OF IMPROVEMENTS

4.1 TITLE TO IMPROVEMENTS

Any improvements that have been or will be constructed on the Premises by Tenant, including the waste transfer facilities that Tenant has previously constructed and currently operates on the Premises, shall be owned by Tenant and remain the property of Tenant throughout the Term of this Lease. TAA shall have no obligation for the installation, maintenance, or operation of any such improvements, and Tenant shall be responsible for all costs and expenses, including any taxes, fees, or assessments related to or resulting from the improvements or Tenant's operations of the Premises.

Upon termination of the Lease or cessation of operations, Tenant shall close the facility in accordance with all applicable regulatory requirements and restore the Premises to a condition compliant with applicable environmental laws. Any improvements constructed on the Premises, new or existing, shall be subject to removal and restoration of the Premises its original condition at TAA's insistence upon termination or cessation of this Lease. TAA may, at its sole discretion, require that Tenant remove any such improvements or allow certain improvements to remain on the Premises. Provided, however, that any such transfer, abandonment or required removal of any improvements shall not relieve Tenant of Tenant's continuing environmental or indemnity obligations under this Lease, which shall survive termination or cessation.

4.2 APPROVAL OF PLANS, CONTRACTOR

Tenant shall not construct or substantially alter or modify any buildings, structures, or other improvements on the Premises without TAA's prior written approval of its plans and specifications, which approval shall not be unreasonably withheld. Items of normal repair and maintenance and minor, non-structural alterations and modifications need not be submitted to TAA for approval. TAA's approval shall not constitute an opinion or warranty that the improvements comply with local building codes or any other applicable law, and Tenant shall indemnify and defend TAA from all claims relating thereto.

Tenant shall not use a contractor, for construction on the Premises, to which TAA has reasonable objections. Tenant shall, prior to commencing any construction on the Premises, submit to TAA the name of the contractor that it proposes using for the project. If TAA does not notify Tenant, in writing, within ten (10) days thereafter, that TAA objects to the contractor, TAA will be deemed to have approved the contractor selected by Tenant. If TAA does so notify the Tenant, the Tenant will select another contractor that is acceptable

to TAA. Approval of a contractor by TAA does not constitute an endorsement of that contractor.

4.3 COMPLIANCE WITH APPLICABLE REGULATIONS AND APPROVED PLANS; STANDARDS OF CONSTRUCTION

Tenant must comply with all guidelines, minimum standards, and rules and regulations of TAA regarding construction of any improvements on the Premises and with all applicable laws, regulations, and ordinances, whether federal, state or local, including all applicable building, electrical, and fire codes. Tenant shall indemnify and hold harmless TAA from and against any cost, expense, loss, or liability incurred by it as a result of any violation by Tenant of any applicable law, ordinance, or regulation in the construction of improvements on the Premises. Any improvements built by Tenant on the Premises shall comply in all respects to the plans and specifications previously approved by TAA pursuant to Section 4.2 above and shall be constructed in a good and workmanlike manner, free of material defects.

4.4 PROHIBITION OF ENCUMBRANCES

Tenant shall not mortgage, pledge, or otherwise encumber the Premises, nor permit any lien or encumbrance to attach to the Premises, nor permit any such mortgage, pledge, lien, or encumbrance to encumber the fee interest of the City of Tucson. The proceeds of any financing obtained by Tenant, including but not limited to secured debt instruments, revenue bonds, installment purchase agreements, shall be used entirely to pay for the construction of improvements on the Premises, and shall attach only to Tenant's leasehold interest or personal property, if permitted by applicable law, and shall not constitute a lien or encumbrance against TAA's leasehold estate or the City of Tucson's fee interest. No financing arrangement entered into by Tenant shall create any right of possession or control over the Premises beyond Tenant's leasehold rights without the prior written consent of TAA, which shall not be unreasonably withheld.

No lender, trustee, or other financing party of Tenant shall have the right to enter upon, possess, operate, or control the Premises or the improvements thereon without the prior written consent of TAA, which consent may be granted or withheld in TAA's sole discretion. Upon the granting of consent, said lender, trustee or financing party shall be liable for all future rents and obligations hereunder and shall attorn to TAA. Any financing arrangement entered into by Tenant shall be subordinate to this Lease and shall not grant to any lender rights greater than those held by Tenant under this Lease.

The language of any financing instrument and of all related documents that require the execution, approval, or consent of TAA shall be subject to the prior review and approval of legal counsel for TAA, and legal fees incurred by TAA in connection with such legal review and approval shall be paid by Tenant.

4.5 COMPLIANCE WITH 14 C.F.R. PART 77

Tenant shall comply with the notification and review requirements covered in Part 77 of the FAA regulations, codified as 14 C.F.R. Part 77, in connection with any improvements or modification or alteration of improvements on the Premises.

4.6 MECHANICS' LIENS; PAYMENT BOND

Tenant shall promptly pay all entities supplying labor or materials in connection with any construction by Tenant on the Premises and shall obtain waivers of mechanics and materials liens from such contractors and suppliers as a condition of such payment. Tenant further agrees to indemnify and hold TAA harmless from the imposition of any mechanics', materialmen's or other similar liens imposed against the Premises or Tenant's interest therein as a result of any action or inaction by Tenant or Tenant's employees, agents, or contractors. In the event that a lien is recorded against the Premises as a result of the construction or improvement thereof, Tenant shall cause the lien to be removed pursuant to Arizona Revised Statutes (A.R.S.) §33-1004 within fifteen (15) days of notice to either TAA or Tenant of the lien. If Tenant fails to timely remove the lien, TAA may, but shall not be obligated to, cause the removal of the lien. Tenant shall reimburse TAA for all costs and fees incurred by TAA and associated therewith including, without limitation, attorneys' fees and costs, within five (5) days of receipt of notice from TAA of such costs and expenses.

Tenant shall, in addition, prior to commencement of any construction, require the contractor to 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 bond shall be (i) issued by a surety company acceptable to TAA and duly licensed for such undertaking in the state of Arizona and (ii) 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 Pima County Recorder as required under A.R.S. § 33-1003, and a copy of the bond shall be provided to the President/CEO of TAA.

4.7 PERFORMANCE BOND

Tenant shall, in addition, prior to commencement of any construction, 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 (i) in a form reasonably acceptable to TAA, (ii) issued by a surety company acceptable to TAA and duly licensed for such undertaking in the state of Arizona, and (iii) accompanied by a power of attorney disclosing the authority of the person executing it on behalf of the surety.

ARTICLE 5 - USE OF PREMISES

5.1 PERMITTED USES

The Premises leased exclusively to Tenant hereunder may be used for a solid waste transfer station known as the Ryan Field Transfer Station, which use may include all of the activities described in the "Operation Plan - Ryan Field Transfer Station" prepared by the Pima County Wastewater Management Department Solid Waste Division and dated December 1991, as the same may be reasonably updated or amended, to the extent that such use(s) comply with all applicable Federal Aviation Administration (FAA) regulations, zoning restrictions, and all other applicable laws, rules and regulations) and for no other purpose, without TAA's prior written consent. For purposes only of clarification, the Pima County department named "Pima County Wastewater Management Department Solid Waste Division" has been subsumed into Pima County Department of Environmental Quality, which has assumed responsibility for matters previously handled by Pima County Wastewater Management Department Solid Waste Division.

5.2 INDEMNITY

Tenant agrees to fully indemnify and save and hold harmless TAA, its directors, members, officers, agents and employees, and the City of Tucson (the "Indemnified Parties") from and against all claims, demands, fines, damages, losses, liabilities, penalties, actions, judgments, and expenses, including reasonable attorneys' fees and costs, incidental to the investigation and defense thereof, related to or arising out of the use, occupancy, operation, or activities conducted on or in connection with the Premises by Tenant, its agents, employees, subtenants or contractors (the "Indemnified Claims"), but excluding any claim or liability which arises solely as the direct result of the gross negligence or willful misconduct of TAA. TAA shall give Tenant prompt and reasonable notice of any Indemnified Claims and Tenant shall have the right to investigate, compromise and defend the same. Counsel retained by Tenant to investigate, compromise or defend any Indemnified Claims must be acceptable to TAA. TAA retains the right to join in any investigation, compromise, and defense of claims that TAA deems necessary or appropriate.

Nothing in this agreement shall be construed as a waiver of any rights, defenses, limitations, or immunities provided to Tenant under Arizona law, including without limitation A.R.S. § 12820 et seq. and § 11981.

5.3 DANGEROUS CONDITIONS

Tenant agrees to exercise reasonable care when using the Premises and all improvements thereon to discover and promptly remedy any conditions that may pose an unreasonable risk of harm to members of the general public or that may constitute a violation of law. If an unsafe, defective or dangerous condition, or violation of the law is discovered, Tenant warrants that no one other than Tenant and TAA employees, agents and representatives will be admitted to the Premises and no property belonging to any party other than Tenant

and TAA will be transported to, collected at or stored upon the Premises until the unsafe, defective or dangerous condition, or violation of law is corrected.

5.4 COMMUNICATIONS; INTERFERENCE WITH OPERATIONS OF TAA.

Tenant shall not install any data, telecommunications, video, or radio equipment (wired or wireless) except as provided in TAA's Premises Distribution System Policy and Procedures, as it may be amended from time to time. Tenant shall not enter into any third party agreements regarding data, telecommunications, video, or radio installations without the prior written approval of TAA. Contracted third party installation of telecommunications equipment is allowable only under separate agreement with TAA.

Tenant acknowledges that TAA has special safety and operational concerns regarding TAA's communication ability at the Airport. Therefore, Tenant shall operate any and all of its communications equipment (wired or wireless) in a manner that will not cause interference to TAA's operations of the Airport. Upon any notification from TAA, the FAA or the police or fire departments of any interference caused by Tenant's operation, Tenant shall cease and desist all communications operations, transmissions and uses related to the Premises. Tenant may not resume communications operations until TAA has so notified Tenant in writing. If such interference persists, or if TAA deems it necessary for the orderly development of the Airport, TAA may require the relocation of Tenant's communications equipment to other locations with the Airport which are reasonably suitable for the purposes and uses for which this Lease has been entered into by Tenant. Should such relocation be necessary, Tenant agrees, at Tenant's sole cost and expense, to move its improvements and all other communication equipment to the new location within ninety (90) days of written notice by TAA.

ARTICLE 6 - INSURANCE

6.1 TENANT'S SELF-INSURANCE PROGRAM

Tenant certifies that it is entitled to establish, and has established, a self-insurance program pursuant to A.R.S. § 11-981 and Pima County Resolution No. 1987-175, and that the program is fully funded. At all times during the Term of this Lease, Tenant shall maintain its self-insurance liability trust fund and will, upon request from TAA, supply a certificate of self-insurance and any related documents certifying Tenant's self-insurance status.

If at any time during the Term of this Lease, Tenant's self-insurance program shall cease to exist, be dissolved, or no longer used by the County for the purposes stated in A.R.S. §11-981 or Pima County Resolution No. 1987-175, then Tenant shall notify TAA at least thirty (30) days prior to the cessation, dissolution, or change in use, and shall thereafter obtain and maintain in full force and effect, with a company or companies authorized to transact the business of insurance in the State of Arizona, of sound and adequate financial responsibility, with a rating of at least A-, VII, from A.M. Best Co., in Best's Rating Guide, selected by Tenant and reasonably acceptable to TAA, policies of insurance at the coverage levels prescribed by TAA, which levels which shall be acceptable to TAA.

ARTICLE 7 - UTILITIES

7.1 TENANT'S RESPONSIBILITIES

Tenant shall, at no cost or expense to TAA, provide any public utility, water and sewage lines and connections that are needed in connection with any buildings, structures or other improvements placed on the Premises by Tenant and shall be responsible for the maintenance of such lines and connections. If requested in advance to do so by Tenant, TAA will grant reasonable rights-of-way on or across the Airport to suppliers of public utility services for the purpose of supplying Tenant with such services, but TAA 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. Tenant shall pay for all utility services supplied to the Premises.

7.2 TAA'S RIGHTS AND RESPONSIBILITIES

Notwithstanding the execution of this Lease, TAA 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 TAA's sole discretion, including but not limited to any utility easements on the Premises. TAA shall conduct such repairs in such a manner and at such times as to not unreasonably interfere with Tenant's operations.

ARTICLE 8 - REPAIR AND MAINTENANCE

8.1 REPAIR AND MAINTENANCE

Except as otherwise provided in Paragraph 8.2 with respect to casualties, Tenant shall, at no expense to TAA, maintain and repair the Premises and the access road (depicted in Exhibit "A" and "B") off of SR-86 (W. Ajo Highway) and all improvements located thereon (including any structural components thereof) and shall keep the same in a neat, clean, safe condition and in a manner that is compatible with all other nearby Airport properties, and in compliance with all applicable laws, rules, regulations and orders. The standards of upkeep, maintenance and repair of utility systems, buildings and the Premises shall in any event be not less than the standards followed by TAA for similar buildings and premises devoted to the same or similar use. Representatives of TAA shall have the right to conduct an annual inspection, accompanied by a representative of Tenant, for the purpose of verifying Tenant's compliance with its maintenance and repair obligations. TAA shall notify Tenant in writing of any deficiencies, and Tenant will promptly remedy the same. TAA shall be furnished with follow up inspections to verify that the additional work has been done. This shall not limit TAA's rights under Section 18.1.

8.2 CASUALTY AND RESTORATION

If any of the improvements or facilities on the Premises, including those which cannot be insured, are rendered untenable or unusable because of fire or other casualty, this Lease shall not terminate, but Tenant shall, at its sole cost and expense, with all due diligence,

remove all debris and repair or restore any such damaged improvements and facilities in accordance with all applicable laws and with plans and specifications approved by TAA, whether or not covered by insurance.

ARTICLE 9 - TAXES

9.1 TENANT'S RESPONSIBILITY

Tenant shall pay before delinquency any and all taxes levied or assessed (i) against the Premises; (ii) against or by reason of personal property located in, on or about the Premises; (iii) because of Tenant's right to possession of the Premises and improvements thereon; (iv) by any government body as the result of Tenant's operations; and (v) as the result of rentals payable under this Lease. All such taxes and assessments for partial years shall be apportioned and adjusted on a time basis.

9.2 PROTEST

Tenant shall have the right at its own cost and expense to contest the amount or validity of any such tax or assessment and to bring or defend any actions involving the amount or validity of any such tax or assessment in its own name or, if necessary, in the name of TAA; provided that, if unsuccessful, Tenant shall pay and discharge any such tax or assessment so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys' fees, that may result from any such action by Tenant, and provided that, pending resolution of the protest, Tenant shall take any actions necessary (including conditional payment of the amount in dispute) to prevent the attachment or accrual of any tax lien or penalty.

ARTICLE 10 - RULES, REGULATIONS AND LAWS

10.1 COMPLIANCE WITH ALL APPLICABLE LAWS

Tenant and all persons operating under the rights granted hereby shall observe and obey all reasonable and lawful rules and regulations and minimum standards with respect to the use of the Airport which have been or may in the future be adopted by TAA for general application and shall further abide by all applicable laws, statutes, ordinances, rules, orders, and regulations of all governing bodies which are now in effect or which may hereafter be put into effect.

10.2 NON-DISCRIMINATION

A. Non-Discrimination Covenants

- 1) Tenant for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that: (1) no person on the grounds of race, color, creed, national origin, sex, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements and (2) that in the construction of any improvements on, over, or under such land and the furnishing of

services thereon, no person on the grounds of race, color, creed, national origin, sex or disability shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination. Tenant shall maintain and operate such improvements and services in compliance with all requirements imposed by the Nondiscrimination in Acts and Regulations Listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities attached hereto as Exhibit C, as same may be amended from time to time, such that no person on the grounds of race, creed, color, national origin, sex, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination the use of said improvements.

- 2) Tenant shall furnish its accommodations and/or services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices 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 purchasers.

B. Non-Compliance

Non-compliance with the nondiscrimination covenants shall constitute a material breach hereof and in the event of such breach, TAA shall have the right to terminate this Lease and to enter, reenter, and repossess the Premises without liability therefor, and hold the same as if the Lease had never been made. TAA and the United States shall have the right to judicially enforce the nondiscrimination covenants.

C. Subleases

Tenant agrees that it shall insert the provisions of this Section in any sublease or other agreement by which Tenant grants a right or privilege to any person, firm, or entity to render accommodations and/or services to the public on the Premises subleased.

10.3 FEDERAL AVIATION ADMINISTRATION REGULATIONS; AIRPORT ACCESS

Tenant and all persons operating under the rights granted hereunder shall comply with all applicable Federal laws and FAA regulations with respect to aircraft operations and airport security at the Airport. Tenant shall at all times take all reasonable steps to control, police and regulate the use of the Premises and of the Airport premises to prevent unauthorized persons and the general public from obtaining access to the Airport. Such steps by Tenant shall include, but not be limited to, steps requested by TAA and those required under Federal regulations. Tenant must secure the Premises so that there is no inadvertent or purposeful unauthorized entry in or upon the Airport by people, vehicles, or animals.

10.4 14 C.F.R. PART 139 SAFETY STANDARDS AND INSPECTIONS

Tenant and all persons operating under the rights granted hereunder shall comply with all applicable federal regulations including Federal Aviation Regulations Part 139, codified at 14 C.F.R. Part 139 (hereinafter "Part 139"), with respect to airport operations and safety

and with standards established by TAA pursuant to Part 139. Tenant shall at all times take reasonable steps for the safe handling of aviation fuel, whether requested by TAA or required under Federal regulation. Tenant shall take immediate corrective action upon notice from TAA of noncompliance with Part 139 or standards established pursuant thereto. Tenant shall permit TAA to physically inspect the Premises for purposes of determining Tenant's compliance with Part 139 and this Section.

10.5 STATE AND FEDERAL AVIATION REGULATIONS

Tenant will conduct its operations and activities on the Airport so as to conform to all applicable regulations of the United States Department of Transportation and the Aeronautics Division of the Arizona Department of Transportation.

10.6 EXCLUSIVE RIGHTS PROHIBITED

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

10.7 ENVIRONMENTAL LAWS

A. Definitions

- 1) "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidances and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by TAA) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including substrata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.
- 2) "Extremely Hazardous Substances" means any substance or material designated by the United States Environmental Protection Agency as an "extremely hazardous substance" under either Section 302(a)(2) of the Superfund Amendments and Reauthorization Act ("SARA") (42 U.S.C. § 11002(a)(2)) or any other Environmental Law.
- 3) "Hazardous Material" means all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic or a "contaminant" or "pollutant" under any Environmental Law (including, but not limited to, Extremely Hazardous Substances and Toxic Chemicals).
- 4) "Release" means any releasing, abandoning, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
- 5) "Toxic Chemicals" means any substance or material subject to Section 313 of SARA (42 U.S.C. § 11023) or the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., or any comparable Environmental Law.

B. Compliance

- 1) Compliance with Environmental Laws Generally. Tenant, at its own expense, shall ensure that Tenant and Tenant's agents, employees, contractors, invitees, sublessees, and any third party that comes in contact with the Premises comply with all Environmental Laws affecting operations on the Premises. In the event of a conflict between this provision and the mandate set forth in Section 10.1 above, the interpretation most favorable to TAA shall apply.
- 2) Governmental Submittals. Tenant shall timely, at Tenant's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of any governmental authority having jurisdiction (the "Government") under the Environmental Laws with respect to any activity or operation on the Premises during the term of this Lease, including, but not limited to, timely submittal of permit applications and renewals, notices, and approvals. Should the Government determine that an environmental investigation of any kind and/or a cleanup plan be prepared or that a cleanup should be undertaken because of any Release or threat of a Release of any Hazardous Material at the Premises which occurs or may have occurred during the term of this Lease, regardless of whether Tenant caused the Release by any act or omission, then Tenant shall promptly and timely, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans in accordance with all requirements of the Government.
- 3) Information Sharing. Tenant shall provide to TAA a copy of any and all information, reports, and applications submitted to the Government as described in Section 10.8(B)(2) above, whether such submittal is routine with respect to any regulatory refinement or in response to a Release or threatened Release of any Hazardous Material, and whether the impetus for such submittal is generated by Tenant, or by an inquiry or action by the Government or a third party. At no cost or expense to TAA, Tenant shall promptly provide all information requested by TAA to determine the applicability of the Environmental Laws to the Premises, to respond to any governmental investigation, or to respond to any claim of liability by any third party related to environmental conditions on or adjacent to the Premises. Tenant shall immediately notify TAA of any correspondence or communication from any governmental authority regarding the application of Environmental Laws to the Premises or Tenant's operation on the Premises.
- 4) Change in Use of Premises. Tenant shall immediately notify TAA of any change in Tenant's operation on the Premises that will change or has the potential to change the nature or extent of Tenant's or TAA's obligations or liabilities under the Environmental Laws.

C. Hazardous Materials

- 1) No Violation. Tenant, for itself, its agents, employees, contractors, invitees, sublessees, and assigns, shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises in violation of any

Environmental Law. Tenant shall not cause or permit any Extremely Hazardous Substance or Toxic Chemical to be used, generated, manufactured, produced, stored, brought upon, or Released, on, under or about the Premises, or transported to and from the Premises at any time. Tenant shall promptly notify TAA of any action or condition of noncompliance with this section. Notwithstanding the foregoing, Tenant represents that it maintains appropriate receptacles on the Premises for disposal by the public of antifreeze, batteries, oil and paint, which is periodically collected and disposed of in compliance with Environmental Laws, and so long as Tenant remains in compliance, TAA acknowledges that such use is permitted and will not be deemed to be a violation of this provision of the Lease.

- 2) Cleanup. Without limiting the foregoing, if the presence of any Hazardous Material introduced in, on, under or about the Premises during the term of this Lease by any person results in any adverse impact whatsoever to the value, condition, operations, or activities of the Premises, including the environment on, under, or about the Premises, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that TAA's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Premises. In the event Tenant shall fail timely to commence or cause to be commenced or fail diligently to prosecute to completion such actions as are necessary to return the Premises to the conditions existing prior to the introduction of any Hazardous Material to the Premises, TAA may, but shall not be obligated to, cause such action to be performed, and all costs and expenses (including, without limitation, attorneys' fees) thereof or incurred by TAA in connection therewith shall be paid by Tenant promptly upon demand.

D. Clean Water Act

- 1) Non-Stormwater Discharges. Notwithstanding Paragraph 10.8(B)(1), Tenant shall not cause or permit any direct discharge of non-stormwater flows under a National Pollutant Discharge Elimination System ("NPDES") permit unless specifically authorized in writing by TAA.
- 2) Stormwater Discharges. Notwithstanding Paragraph 10.8(B)(1), any discharge of stormwater by Tenant or from Tenant's operations at the Premises shall comply with the NPDES Storm Water Multi-Sector General Permit ("MSGP") for industrial activities and with any multi-sector permit obtained by TAA. Tenant shall timely submit a Notice of Intent to TAA indicating that it is subject to the TAA permit. Tenant shall timely prepare a Storm Water Pollution Prevention Plan ("SWPPP") that conforms to TAA's SWPPP and that covers Tenant's operations or activities at the Premises. Tenant shall be solely responsible for all fees, assessments, and other costs charged by any governmental authority in connection with the issuance of any permit or any inspection or related event in connection with the NPDES MSGP or with respect to the Premises.

E. Indemnity

Tenant shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, loss, damage, expense, penalties and costs (including legal and investigation fees or costs) arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are brought as a result (whether in part or in whole) of any activity or operation on or release from the Premises (caused in whole or in part by any person or entity other than TAA) during the term of this Lease. The term "costs" in the preceding sentence shall include, without limitation, all charges, fees, penalties, fines, and expenses incurred, related to, or in connection with any investigation, remediation, removal, restoration, and cleanup of the Premises and all land, soil and underground or surface water that is required by any federal, state or local law or governmental agency or political subdivision because of Hazardous Material located on the Premises or present in the soil or ground water on, under or about the Premises, and shall also include attorney's fees. Tenant's obligations and liabilities under this paragraph shall continue so long as TAA bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises during the term of this Lease. The parties agree that TAA's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this paragraph; TAA shall have all the rights and remedies set forth in this Lease as well as all other rights and remedies provided by law.

F. Subtenants

Tenant shall insert the provisions of this Section 10.8 in any sublease or contract by which it grants a right or privilege to any person, firm, or corporation under this Lease.

ARTICLE 11 - SUPERIOR RIGHTS

11.1 AGREEMENTS WITH UNITED STATES

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between TAA and the United States, relative to the development, operation, or maintenance of the Airport. Failure of Tenant or any occupant to comply with the requirements of any existing or future agreement between TAA and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Tenant's rights hereunder.

11.2 RIGHTS OF GOVERNMENT DURING WAR OR NATIONAL EMERGENCY

This Lease and all 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.

Tenant and TAA recognize that during the time of war or national emergency the City of Tucson, owner of the Airport, has the right to enter into agreements with the United States government for military or naval use of part or the entire Airport. If any such agreement is executed by the City of Tucson, the provisions of this Lease, insofar as they are inconsistent with the provisions of any agreement so made by the City of Tucson with the United States government, shall be subject to the terms of such agreement and Tenant shall have no claim against TAA or the City of Tucson for any loss or damage sustained by Tenant because of the making of such agreement by the City of Tucson. In such event, however, the amounts, if any, payable from the City of Tucson or the United States for improvements placed on the Premises by Tenant shall be paid to Tenant if this Lease is in effect at the time of such taking.

11.3 RIGHTS OF TAA

TAA 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 Tenant and without interference or hindrance from Tenant, its agents, employees, subtenants, or other occupiers of the Premises.

TAA reserves the right, but shall not be obligated to Tenant, 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 Tenant's activities in this regard.

11.4 AGREEMENTS WITH CITY OF TUCSON

This Lease is subject to the existing lease between TAA and the City of Tucson and to the provisions of any existing or future agreement between the City of Tucson and TAA.

11.5 ABATEMENT OF OBLIGATION TO CONSTRUCT OR REBUILD

Inasmuch as this Lease contains certain provisions concerning repairs, replacement and rebuilding of damaged or destroyed buildings, construction of buildings, quiet enjoyment and other related causes applicable to the parties to this Lease, and inasmuch as the Premises constitute a portion of a public Airport, it is agreed that the parties hereto shall not be required to repair, replace, rebuild or construct any building or portion of any building so long as the obligated party is prevented from so doing by action of the United States government or any agency or department thereof.

ARTICLE 12 - RESERVATION OF AVIGATION EASEMENT

12.1 EASEMENT

There is hereby reserved to TAA for the use and benefit of aircraft using the Airport a right of flight for the passage of aircraft in the airspace above the uppermost surface of the Premises, together with the right to cause such noise as may be inherent in the operation of any aircraft now known or hereafter used for navigation of or flight in said airspace, or landing at, or taking off from, or operating on the Airport.

12.2 STRUCTURES; ELEVATION LIMIT

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 that exceeds the mean sea level elevations contained in 14 C.F.R. 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, TAA shall notify the Tenant and reserves the right to enter upon the Premises and to remove the offending structure or object, or cut the offending tree, all of which shall be at the expense of Tenant.

12.3 USE OF PREMISES

Tenant, by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, TAA reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Tenant.

ARTICLE 13 - ASSIGNMENT AND SUBLEASE

13.1 TAA'S CONSENT REQUIRED

Tenant shall not, directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively "Assignment"), or permit the Premises to be occupied by anyone other than Tenant or sublet the premises or any portion thereof ("Sublease") without TAA's prior written consent, and subject to the terms and conditions contained in this Article 13.

13.2 REQUEST FOR ASSIGNMENT OR SUBLEASE

If Tenant desires at any time to enter into an Assignment of this Lease or a Sublease of the Premises or any portion thereof, Tenant shall request, in writing, at least ninety (90) days prior to the proposed effective date of the Assignment or Sublease, TAA's consent to the Assignment or Sublease, and shall provide TAA with the following information:

- 1) The name of the proposed assignee, subtenant or occupant, and the names of its major stockholders, officers, partners or members;
- 2) A description of the proposed assignee's, subtenant's, or occupant's business to be carried on in the Premises;
- 3) The terms and provisions of the proposed Assignment or Sublease (including any rentals or other consideration involved) and a copy of the documents being used; and
- 4) Such financial information concerning the proposed assignee, subtenant or occupant and other reasonable information regarding the transaction which TAA shall have requested following its receipt of Tenant's request for consent.

13.3 CONSENT; RECAPTURE OF PREMISES

- A.** TAA shall within sixty (60) days after receipt of Tenant's request for Assignment or Sublease, (a) consent to the proposed Assignment or Sublease, (b) refuse to consent to the proposed Assignment or Sublease, or (c) (i) terminate this Lease in full (with respect to an Assignment) or terminate it in part (with respect to a Sublease) and (ii) enter into a lease directly with the proposed assignee or subtenant. TAA's consent to Assignment or Sublease shall be in writing and Tenant shall promptly provide TAA with a copy of the fully executed sublease or assignment agreement. TAA's refusal to Assignment or Sublease may be effectuated in writing or if TAA does not respond to Tenant's request to sublease or assign within sixty (60) days of receipt.
- B.** TAA and Tenant agree that TAA shall be entitled to take into account any fact or factor which TAA reasonably deems relevant to such decision. At a minimum, the prospective tenant shall meet TAA's minimum standards with respect to financial capability and responsibility, management qualifications and experience, general reputation to conduct authorized activities, and such other factors as TAA deems appropriate, including without limitation:
- 1) business experience and expertise;
 - 2) intended use of the Premises;
 - 3) the quality and nature of the business and/or services to be conducted in or from the Premises and in any other locations as reflected by, among other things, average sales or revenue;
 - 4) the compatibility and suitability of the business of the proposed tenant to that of other tenants and the Airports; and
 - 5) whether there then exists any default by Tenant pursuant to this Lease or any non-payment or non-performance by Tenant under this Lease which, with the passage of time and/or the giving of notice, would constitute a default hereunder.

Moreover, TAA shall be entitled to be reasonably satisfied that each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded TAA by this Lease is not impaired or diminished by such Assignment or Sublease. In no event shall there be any substantial change in the use of the Premises in connection with any Assignment or Sublease except as expressly approved in writing by TAA in advance. TAA and Tenant acknowledge that the express standards and provisions set forth in this Lease dealing with Assignment and Sublease have been freely negotiated and are reasonable as of the date hereof.

13.4 ADDITIONAL CONSIDERATION

If TAA consents to the Sublease or Assignment, Tenant may enter into such Assignment or Sublease of the Premises or portion thereof, but only upon substantially the same terms and conditions set forth in the notice furnished by Tenant to TAA pursuant to Section 13.2

above; provided, however, that in connection with such Assignment or Sublease, as a condition to TAA's consent, Tenant shall pay to TAA one hundred percent (100%) of the excess, if any, of (i) in the case of an Assignment, the rental and other payment obligations of the proposed assignee under the terms of the proposed Assignment over the rental and other payment obligations of Tenant under the terms of this Lease, and any other consideration paid for the Assignment, or (ii) in the case of a Sublease, the amount proposed to be paid by the subtenant over the proportionate amount of rental and other payment obligations required to be paid by Tenant to TAA under the terms of this Lease as applicable to the portion of the Premises to be subleased, less, in either case, the reasonable, actual, out-of-pocket expenses incurred by Tenant in connection with the Sublease or Assignment (such as lease commissions and attorney fees), [and the remaining unamortized cost of the Initial Improvements (assuming amortization of the actual costs of construction over the Term [Initial Term] hereof at the Tenant's actual interest rate or, if Tenant did not finance the construction, at a reasonable interest rate as determined by TAA in its reasonable discretion)]. In determining the amount paid for an assignment of this Lease in a transaction in which other assets of the Tenant are sold in addition to the Lease, the amounts paid shall be reasonably allocated among the various assets according to their value, and Tenant shall provide TAA with written documentation regarding the allocation and the basis for it.

13.5 NO RELEASE OF TENANT; FURTHER ASSIGNMENTS

No consent by TAA to any Assignment or Sublease shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Assignment or Sublease. The consent by TAA to any Assignment or Sublease shall not relieve Tenant of the obligation to obtain TAA's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Section shall be void and, at the option of TAA, shall constitute a material default by Tenant under this Lease. The acceptance of rent or payment of any other monetary obligation by TAA from a proposed assignee or subtenant shall not constitute the consent by TAA to such Assignment or Sublease.

13.6 CHANGES IN OWNERSHIP

Any sale or other transfer, including transfer by consolidation, merger or reorganization, of twenty-five percent (25%) or more of the voting stock or membership interests of Tenant in a single or related transactions, if Tenant is a corporation or limited liability company, or any sale or other transfer of twenty-five percent (25%) or more of the partnership interest in Tenant, if Tenant is a partnership, shall be deemed to be an Assignment for purposes of this Section. As used in this subsection, the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligation under this Lease, and the prohibition hereof shall be applicable to any sales or transfers of stock or partnership interests of said guarantor.

13.7 LIABILITY OF ASSIGNEE/SUBTENANT

Each assignee, subtenant or other transferee shall assume, as provided in this subsection, all obligations of Tenant under this Lease and shall be and remain liable jointly and

severally with Tenant for the payment of rent and all other monetary obligations hereunder, and for the performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed; provided, however, that the assignee, subtenant, or other transferee shall be liable to TAA for rent only in the amount set forth in the Assignment or Sublease. In connection with a Sublease, Tenant or the subtenant shall deliver to TAA an instrument (acceptable in form and substance to TAA) agreeing that subtenant shall be bound by all of the terms and conditions of this Lease, other than those pertaining to rent, applicable to the subleased space and that subtenant shall, at TAA's sole option, attorn to TAA as lessor under the Sublease if this Lease is terminated for any reason and TAA chooses to keep the Sublease in effect. In connection with an Assignment, Tenant and the assignee shall deliver to TAA a copy of the Assignment, which shall be in form and substance reasonably satisfactory to TAA, by which assignee expressly assumes all obligations of Tenant under this Lease.

13.8 BANKRUPTCY

If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. Section 101 et seq., (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to TAA, shall be and remain the exclusive property of TAA and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting TAA's property under the preceding sentence not paid or delivered to TAA shall be held in trust for the benefit of TAA and be promptly paid or delivered to TAA.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, or have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to TAA an instrument confirming such assumption.

13.9 TAA'S FEES

Within ten (10) days of TAA's delivery of a written invoice, identifying such costs and expenses, Tenant shall reimburse TAA for its expenses and attorneys' fees incurred in processing an Assignment or Sublease, but in no event less than Five Hundred Dollars (\$500.00) for each such proposed transfer to cover the legal review and processing expenses of TAA, whether or not TAA shall grant its consent to such proposed transfers.

13.10 WASTE MANAGEMENT

Tenant has informed TAA that Tenant intends to assign its interest in this Lease to Waste Management, Inc. ("WM"). TAA shall not unreasonably withhold consent to such assignment made in accordance with this Article 13.

ARTICLE 14 - COMMISSIONS

14.1 REAL ESTATE BROKER COMMISSION

Tenant warrants that it has not dealt with any brokers, real estate agents or licensees or finders with respect to this transaction and the Premises and that there are no real estate commissions owing, except as specifically disclosed by Tenant and otherwise provided for herein. If Tenant has dealt with any person or real estate broker with respect to leasing or renting the Premises, Tenant shall be solely responsible for the payment of any sum due such person or firm and Tenant shall indemnify and hold TAA harmless from any liability in respect thereto, including attorney's fees and costs incurred by TAA.

ARTICLE 15 - DEFAULTS AND REMEDIES

15.1 DEFAULT BY TENANT

Tenant shall be in default under this Lease upon the occurrence of an "Event of Default", which shall mean an include any of the following:

- 1) Tenant fails to pay when due any installment of rent payable pursuant to this Lease and such failure continues unremedied for a period of five (5) days after written notice from TAA; provided that Tenant shall not be entitled to the benefit of more than two (2) such grace periods of five (5) days within any calendar year.
- 2) Tenant or any of Tenant's agents, employees, guests, invitees, or subtenants uses the Premises for any unlawful or illegal purpose and such use continues for a period of three (3) days after written notice from TAA; provided that Tenant shall not be entitled to the benefit of more than one (1) such grace period of three (3) days during the Term of this Lease.
- 3) Tenant fails to continue its active use of the Premises in accordance with the covenant to operate set forth in Section 5.1 for thirty (30) consecutive days or more, and such failure is not remedied within thirty (30) days after written notice from TAA, provided that Tenant shall not be entitled to the benefit of more than one (1) such grace period of (30) days during the Term of this Lease.
- 4) Tenant or its agents, employees, guests, invitees, or subtenants violate the Airport Security Plan and such violation results in official warning, notice or other action from the TAA Police Department and/or the Transportation Security Administration five (5) times in any twelve (12) month period, or fifteen (15) times during the Term of this Lease.
- 5) Tenant fails to observe or perform any other covenant, agreement or obligation hereunder and such failure is not remedied within thirty (30) days (or such additional time as is reasonably required in the opinion of TAA to correct such failure, so long as

Tenant is diligently pursuing corrective action to remedy same) after TAA's written notice to Tenant specifying which covenant, agreement or obligation Tenant has failed to observe or perform; provided that Tenant shall not be entitled to the benefit of more than two (2) grace periods within any calendar year.

- 6) Tenant or Tenant's creditors commence any case under the Bankruptcy Code (Title 11 of the United States Code) or any other bankruptcy, arrangement, reorganization, receivership, custodianship or similar proceeding under any federal, state or foreign law in which Tenant is the debtor, and such case or proceeding is not dismissed with prejudice within sixty (60) days of such filing.
- 7) Tenant makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for Tenant or the property of Tenant or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for Tenant or the property of Tenant or any part thereof, and such appointment is not discharged within sixty (60) days.
- 8) Any action commenced against Tenant to foreclose any lien or mortgage or other rights of Tenant in or to the Premises.

15.2 REMEDIES OF TAA

If Tenant remains in default after the respective cure period has expired, TAA may exercise, in its sole discretion, any of the remedies in this section and other such remedies available to it under law, as TAA deems to be in its best interests.

A. Termination

TAA may, at its election, give Tenant written notice of its intention to terminate this Lease, which termination shall be effective on the effective date set forth in the notice, or on the date notice is deemed received under Section 18.8 if no effective date is stated. Tenant's rights (including the rights of any sublessee) to possession of the Premises shall cease and, with or without re-entry by TAA, this Lease and the Term shall terminate, and TAA may then re-enter and take possession of the Premises as provided below with respect to reentry without termination. Any such termination must be express, and neither notice to pay rent or to deliver up possession of the Premises given pursuant to law, nor any proceeding instituted by TAA, nor the failure by Tenant for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease.

B. Reentry Without Termination

TAA may, without terminating this Lease, and after giving Tenant ten (10) days written notice, re-enter the Premises and take possession thereof pursuant to any legal proceedings or notice required by law, in which event Tenant shall remain liable for the payment of all rent and the performance of all conditions contained in this Lease as they come due.

After such re-entry, TAA shall use reasonable diligence to re-let the Premises, or any part or parts thereof, for such period or periods and upon such term or terms and at such reasonable rental or rentals and upon such other conditions as TAA may deem advisable, with the right to make alterations and repairs to the Premises. Tenant and any sublessee hereby irrevocably appoint TAA as the agent and attorney-in-fact of Tenant and any sublessee to enter upon and re-let the Premises and to incur any necessary expenses in doing so, all to be reimbursed by Tenant. Tenant agrees that no acts of TAA in effecting such re-letting shall constitute a termination of this Lease, irrespective of the period for which such re-letting is made or the terms and conditions of such re-letting or otherwise.

C. Removal of Tenant

Upon any re-entry of the Premises by TAA (whether or not the Lease is terminated), TAA may expel Tenant and those claiming through or under Tenant and remove their property and effects (forcibly, if necessary) without being guilty in any manner of trespass and without any liability therefor and without prejudice to any remedies of TAA in the Event of Default by Tenant, and without liability for any interruption of the conduct of the affairs of Tenant or those claiming through or under Tenant which may result from such entry. Tenant hereby irrevocably appoints TAA as the agent and attorney-in-fact of Tenant to remove all of Tenant's property whatsoever situated upon the Premises and to place such property in storage in any warehouse or other suitable place in Tucson, Arizona, for the account of and at the expense of Tenant and Tenant hereby exempts and agrees to save harmless TAA from any costs, loss or damage whatsoever arising or occasioned by any such removal and storage of such property by TAA or its duly authorized agents in accordance with the provisions herein contained.

D. Damages

Notwithstanding the termination of this Lease or any re-entry by TAA, Tenant shall continue to be liable for, and TAA shall be entitled to, recover as damages:

- 1) all rent that is due and owing as of the date of termination or re-entry and all other sums then owing by Tenant hereunder;
- 2) all rent as it accrues hereunder during the remaining Term or, if TAA elects to terminate the Lease, the discounted present value of the sum of all rentals to be paid for the remaining term of this Lease, calculated by TAA in its reasonable discretion, less any sums that Tenant proves could reasonably be avoided; and
- 3) the reasonable costs incurred by TAA in re-letting the Premises (including brokerage commissions and attorney fees) and the reasonable costs to TAA necessary to place the Premises in condition for re-letting.

E. Credit

Any rent, income, receipts, profits, or other monies received or derived by TAA from any re-letting or other use of the Premises by TAA shall, so long as Tenant shall continue to be liable for the payment of rent hereunder, be credited against such rent as received and collected.

15.3 REMEDIES CUMULATIVE

All rights, options and remedies of TAA contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and TAA shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease (including but not limited to any right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs).

15.4 NO WAIVER

No waiver of any Event of Default of Tenant hereunder shall be implied from any acceptance by TAA of any rent or other payments due hereunder or any omission by TAA to take any action on account of such default if such default persists or is repeated, 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 TAA to or of any act by Tenant requiring TAA's consent or approval shall not be deemed to waive or render unnecessary TAA's consent or approval to or of any subsequent similar acts by Tenant.

15.5 CONTENT OF DEFAULT NOTICE

Any default notice tendered to Tenant hereunder shall be deemed to be sufficient if it is reasonably calculated to put Tenant on inquiry as to the nature and extent of such default, and is made in accordance with Section 18.8.

ARTICLE 16 - TERMINATION BY TENANT

16.1 TERMINATION EVENTS

Tenant may terminate this Lease at any time upon thirty (30) days written notice to TAA upon or after the happening or continuation of any of the following events:

The inability of Tenant to use, for a period of thirty (30) consecutive days, any portion of the rights, licenses, services, or privileges of Tenant hereunder because of any law, rule, regulation or other action or failure to act on the part of any United States governmental authority having jurisdiction thereof.

The default by TAA in the performance of any covenant or agreement herein required to be performed by TAA and the failure of TAA to remedy such default for a period of thirty (30) days after receipt of written request or demand from Tenant to remedy the same.

The assumption by the United States government or any authorized agency thereof of the operation or control of the Airport or any part thereof, in such manner as to substantially restrict Tenant for a period of at least thirty (30) consecutive days from conducting any of its operation on the Premises.

16.2 CURE

If any of the foregoing reasons for termination by Tenant cease to exist prior to a termination, then the right to terminate for such reason shall cease.

16.3 NO WAIVER

No waiver by Tenant of TAA's default of any of its obligations hereunder shall be construed to be or act as a waiver by Tenant of any subsequent default by TAA.

ARTICLE 17 - SURRENDER OF POSSESSION, CONDITION OF PREMISES

17.1 SURRENDER

Upon the expiration or earlier termination of this Lease or any extensions thereof, all rights herein granted to Tenant shall cease and terminate and Tenant shall forthwith surrender the Premises to TAA.

17.2 GOOD CONDITION

Subject to the requirements listed under section 4.1 Title of Improvement section of this Lease, the Premises shall be returned to TAA in as good condition as at the time of occupancy by Tenant, together with any improvements made by Tenant, except as otherwise provided in this Lease and except for ordinary wear and tear. Tenant may remove any and all personal property, including portable buildings, signs, trade fixtures, machinery, and equipment from the Premises; provided, however, that Tenant shall repair any damage caused by such removal. Any personal property remaining in the Premises after expiration or termination may be removed, sold, or destroyed by TAA at Tenant's expense.

ARTICLE 18 - MISCELLANEOUS

18.1 ENTRY UPON PREMISES

TAA may enter upon the Premises subleased to Tenant at any reasonable time, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Premises for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction.

18.2 SUCCESSORS AND ASSIGNS BOUND

All the terms, covenants and conditions of this Lease shall extend to and bind the successors and assigns of the respective parties hereto.

18.3 ARTICLE HEADINGS

The article headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

18.4 SEVERABILITY

If any term or condition of this Lease shall be deemed to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

18.5 APPLICABLE LAW

The terms and conditions of this Lease shall be interpreted in accordance with the laws of the State of Arizona.

18.6 INDEPENDENT COUNSEL; CONSTRUCTION OF LEASE

TAA and Tenant each acknowledge that they have been represented by independent counsel in connection with the preparation and review of this Lease and that the fact that this Lease was prepared by TAA's counsel as a matter of convenience shall have no import or significance. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease. No remedy or election given by any provisions of this Lease shall be deemed exclusive unless so indicated, but each shall, whenever possible, be cumulative with all other remedies in law or equity. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land for the duration of the leasehold Term or any extensions thereof. Whenever the content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The form of this Lease contemplates that Tenant will be an entity and not one or more natural persons. If Tenant is one or more natural persons, then all pronouns referring to Tenant shall be deemed to be appropriately changed to fit those circumstances.

18.7 COSTS AND ATTORNEYS' FEES

TAA's Review

Tenant shall pay the expenses (including reasonable attorneys' fees and the fees of other consultants) incurred by TAA in drafting, negotiating, and reviewing any of the documents (including, but not limited to, subleases, and plans and specifications of any improvements to be constructed by Tenant) for which TAA's approval is required by the terms hereof.

Enforcement of Rights

The non-prevailing party shall promptly pay to the prevailing party, upon demand, all costs and other expenses paid or incurred by the prevailing party (including, without limitation, reasonable attorney's fees) in enforcing or exercising its rights or remedies created by, connected with or provided for in this Lease, whether or not any action or proceeding is

brought (including, without limitation, all such costs, expenses and fees incurred in connection with any bankruptcy, receivership, or other court proceedings.

18.8 NOTICES; TENANT CONTACT

Except as provided below with respect to emergencies, notice to either party shall be sufficiently served if it is in writing and is physically delivered; sent by certified mail, postage prepaid; or sent by facsimile transmission, to such party at the address set forth on the first page of this Lease, or to such other location as shall be provided by such party in writing from time to time.

Service of any notice or demand by physical delivery shall be deemed complete upon the date of delivery. Service of any notice or demand by certified mail shall be deemed complete at the expiration of three (3) days after the date of the certified mailing if mailed within the continental United States. Service by facsimile transmission shall be deemed complete upon the date of transmission if an automatically generated confirmation slip shows the transmission to have been initiated prior to 4 p.m., Tucson time, and otherwise on the following day.

Tenant shall also provide to TAA, in writing, the name, address and telephone number(s) of a representative of Tenant who TAA can contact, 24 hours per day, 7 days a week, in the event of an emergency, which individual shall be authorized to act on behalf of Tenant.

18.9 SURVIVAL

Indemnities of either party set forth herein shall survive expiration or earlier termination of this Lease.

18.10 TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Lease.

18.11 ADDITIONAL DOCUMENTS

Each party agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the terms of this Lease.

18.12 NON-WAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of TAA to enforce any remedy on account of the violation of such condition if such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by TAA from Tenant after the termination in any way of this Lease or Tenant's rights hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, TAA may receive and collect

any rent or other sums due, and such payment shall not waive or affect said notice, suit or judgment.

18.13 FORCE MAJEURE

Force Majeure shall mean delays caused by or resulting from an Act of God, severe weather conditions, war, insurrection, riot, civil commotion, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, governmental regulations, or other causes beyond the party's reasonable control.

Neither party shall have any liability whatsoever to the other party on account of any event of Force Majeure. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect Tenant's obligation to pay rent or other moneys due, nor shall it extend the Term of this Lease.

18.14 CITY OF TUCSON ANNEXATION PETITION

Tenant agrees that if at any time during the Term of this Lease, the City of Tucson presents Tenant with an annexation petition, Tenant will sign that petition in favor of annexation by the City of Tucson within ten (10) days after presentation of the petition. If Tenant fails to sign said annexation petition within ten (10) days of presentation, Tenant shall, to the extent permitted by law, be deemed, for purposes Title 9, Chapter 4, Article 7 of the Arizona Revised Statutes, to have signed the annexation petition and to be included in the annexation. Tenant and TAA expressly agree that the City of Tucson is an intended third-party beneficiary of this Lease for the purposes of the enforcement of this provision.

18.15 AUTHORITY TO EXECUTE

Each party represents and warrants to the other that it has the right and authority to enter into this Lease.

18.16 EFFECTIVE DATE

This Lease shall be effective at the earlier of the Commencement Date or the date that both parties have executed below ("Effective Date").

TAA:

TUCSON AIRPORT AUTHORITY, INC
An Arizona Non-profit Corporation

TENANT:

PIMA COUNTY, ARIZONA
a body politic and corporate

By: _____

Name: Danette M. Bewley, A.A.E.

Title: President / Chief Executive Officer

Dated: _____

By: _____

Name: Jennifer Allen

Title: Chair Board of Supervisors

Dated: _____

ATTEST:

Melissa Manriquez, Clerk of Board

Dated: _____

APPROVED AS TO CONTENT:

Scott DiBiase

Digitally signed by Scott DiBiase
DN: cn=Scott DiBiase, o=Pima County,
ou=Environmental Quality,
email=scott.dibiase@pima.gov, c=US
Date: 2020.07.07 10:37:57 -0700

Scott DiBiase, Director, Environmental Quality

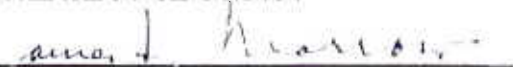


Carmine DeBonis, Deputy County Administrator-Public Works



George Carderi, Director, Real Property Services

APPROVED TO FORM



James Morrow, Deputy County Attorney

EXHIBIT A – PREMISES

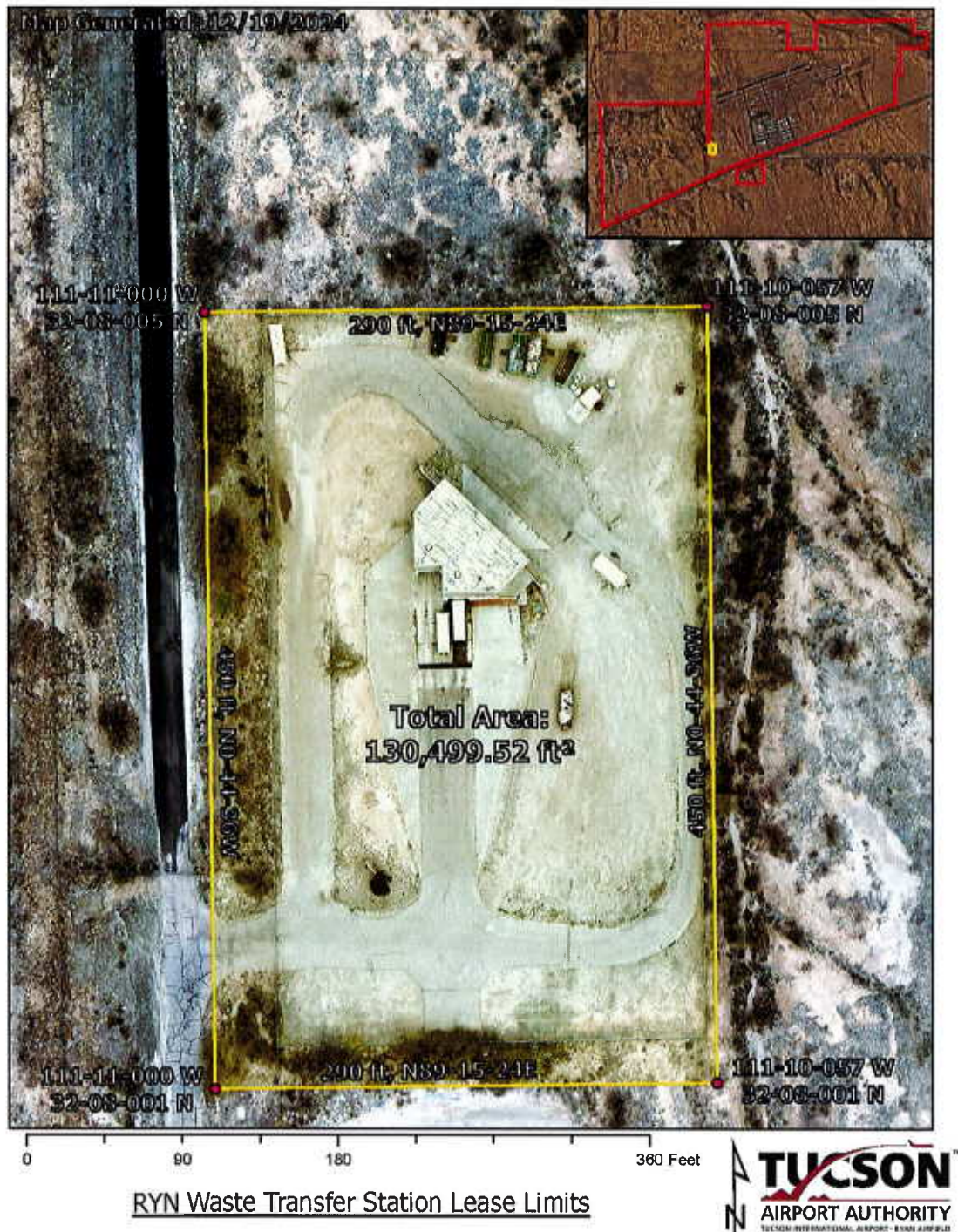


EXHIBIT B – ACCESS ROAD
(Access Road)



*Tucson Airport Authority – RYAN AIRFIELD – PIMA COUNTY – Land Lease (2026)

EXHIBIT C - TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- 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 C.F.R. Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- 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 C.F.R. 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 (P.L. 100-259) (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 U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- 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.*).