

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

FOR VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, and effective as of \_\_\_\_\_, 2024 (the "Effective Date"), **MARANA AEROSPACE SOLUTIONS, INC.** d/b/a Ascent Aviation Services, an Oregon corporation ("Assignor"), assigns and transfers to **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Assignee"), all of Assignor's right, title and interest as ground lessee in and to that certain ground lease agreement (as amended) described on Schedule II attached hereto and incorporated herein by this reference (the "Ground Lease"), with the consent of Ground Lessor (as defined below), pertaining to that certain property described on Schedule I attached hereto and incorporated herein by this reference (the "Property"), subject to and in accordance with the terms of that certain Purchase and Sale Agreement (the "Purchase Agreement") executed between Assignor, as Seller, and Assignee, as Purchaser, dated as of \_\_\_\_\_, 2024. Capitalized terms used and not otherwise defined in this Assignment and Assumption of Ground Lease and Consent to Assignment and Assumption of Ground Lease (this "Assignment") shall have the meaning ascribed thereto in the Purchase Agreement.

1. NOW, THEREFORE, Assignor hereby assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's estate, right, title and interest as ground lessee in and to the Ground Lease including, without limitation, Assignor's interest under the Ground Lease, if any, in all improvements located upon the Property, and Assignee hereby accepts and assumes Assignor's right, title and interest as ground lessee under the Ground Lease including, without limitation, Assignor's interest under the Ground Lease, if any, in all improvements located upon the Property. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Ground Lease accruing or arising on or after the date hereof.

2. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any claims (including reasonable out-of-pocket attorneys' fees and court costs) to the extent arising from or related to Assignor's failure to perform its obligations under the Ground Lease accruing or arising before the Effective Date.

3. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any claims (including reasonable out-of-pocket attorneys' fees and court costs) to the extent arising from or related to Assignee's failure to perform its obligations under the Ground Lease accruing or arising on or after the Effective Date.

4. In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs, and court costs.

5. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the state in which the Property is located. This Assignment may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same instrument.

Furthermore, the undersigned agree that transmission of a fully executed copy of this Assignment via e-mail in a “.pdf” or other electronic format shall be deemed transmission of the original Assignment for all purposes.

6. Pinal County, a political subdivision of the State of Arizona (“Ground Lessor”), hereby consents to the assignment of the Ground Lease by Assignor and the assumption of the Ground Lease by Assignee, and the subleasing of the Property from Assignee back to Assignor pursuant to that certain Lease Agreement dated as of the Effective Date (the “Lease”), on the following terms:

- a. Assignee and Assignor acknowledge and agree that Ground Lessor has not agreed to, in any manner, encumber Ground Lessor’s reversionary interest in the Property, to join in the execution of any mortgage, deed of trust, or other security instrument encumbering the Property, to grant any mortgage or other security interest in Ground Lessor’s fee estate to the Property, or to “subordinate the fee” in any respect.
- b. Ground Lessor’s prior written consent shall be required for any material amendment to this Assignment and the Lease, including, without limitation, any subsequent assignment of the Ground Lease and any subsequent subletting of the Property (subject to and in accordance with the terms of Section 29 of the Ground Lease) which is not contemplated in the Lease as of the date hereof. Notwithstanding the foregoing, Ground Lessor’s consent shall not be required for any amendment to the Lease which solely reflects a Rental Adjustment (as defined in the Lease), an Adjustment Date (as defined in the Lease) and any related adjustment of Base Annual Rental contemplated by Section 4.02 of the Lease (each a “Rent Adjustment Amendment”). Assignor shall deliver a fully-executed, complete copy of any Rent Adjustment Amendment within five (5) business days after the full execution of such amendment<sup>1</sup>.
- c. Ground Lessor may enforce the terms of the Lease which relate to compliance with the Ground Lease directly against Assignor with the same force and effect as if enforced by Assignee (without duplication of any remedies which Ground Lessor may also seek against Assignor as the original tenant under the Ground Lease for the same compliance obligation).

*[Remainder of page intentionally left blank; signature page(s) to follow]*

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<sup>1</sup> NTD: The County already has remedies if there are defaults, but that should not preclude the contemplated economic adjustments that are only as between Store and Ascent. Store is unlikely to fund disbursements if there is an EOD in which case there would be no related amendment anyway, but this should be as between Store and Ascent. No Mortgagee consent is needed. Ascent and Store are comfortable with the economic terms of the deal reflected in the Lease as it solely relates to Store and Ascent and do not feel an additional lease provision to spell out their economic changes between them is necessary, but do note that it is detailed in the disbursement agreement if the County wants further information.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the Effective Date first written above.

**ASSIGNOR:**

**MARANA AEROSPACE SOLUTIONS, INC.**  
d/b/a Ascent Aviation Services, an Oregon corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the Effective Date first written above.

**ASSIGNEE:**

**STORE CAPITAL ACQUISITIONS, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GROUND LESSOR'S CONSENT

The undersigned, PINAL COUNTY, a political subdivision of the State of Arizona, as ground lessor of the Property pursuant to the terms and conditions of the Ground Lease, hereby consents to the Assignment and the Lease, subject to the terms and conditions set forth in Section 6 of the foregoing Assignment.

PINAL COUNTY, a political  
subdivision of the State of  
Arizona

By: \_\_\_\_\_  
Chair of the Board of

Supervisors                      Dated:

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ATTEST:

\_\_\_\_\_

Clerk/Deputy Clerk of the  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

Deputy County Attorney

**Schedule I**  
**to**  
**Assignment and Assumption of Ground Lease**

**THE PROPERTY**

**Street Address:** 24641 E. Pinal Air Park Road, Marana, Arizona 85653, Pinal County, Arizona

**Legal Description:**

A portion of Sections 32 and 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, as shown on the Record of Survey recorded Fee No. 2015-052516, records of Pinal County, Arizona and described as follows:

COMMENCING at the southeast corner of Section 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, said point being a GLO cap on a pipe, from which the South one-quarter corner of said section, said point being a brass cap survey monument, bears South 89 degrees 29 minutes 50 seconds West a distance of 2637.23 feet;

THENCE upon the South line of said Section 33, South 89 degrees 29 minutes 50 seconds West, a distance of 1579.46 feet;

THENCE North 00 degrees 29 minutes 47 seconds West, a distance of 48.91 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 31 minutes 33 seconds West, a distance of 4269.93 feet;

THENCE North 01 degrees 39 minutes 14 seconds West, a distance of 391.63 feet;

THENCE North 87 degrees 53 minutes 09 seconds West, a distance of 502.39 feet;

THENCE North 00 degrees 31 minutes 20 seconds West, a distance of 70.21 feet;

THENCE South 89 degrees 28 minutes 41 seconds West, a distance of 1524.92 feet;

THENCE North 00 degrees 31 minutes 44 seconds West, a distance of 430.86 feet;

THENCE North 89 degrees 28 minutes 16 seconds East, a distance of 860.96 feet;

THENCE South 00 degrees 19 minutes 40 seconds East, a distance of 146.83 feet;

THENCE North 89 degrees 29 minutes 22 seconds East, a distance of 430.93 feet;

THENCE North 00 degrees 32 minutes 02 seconds West, a distance of 669.97 feet;

THENCE North 00 degrees 50 minutes 30 seconds West, a distance of 3680.67 feet;

THENCE South 44 degrees 25 minutes 29 seconds East, a distance of 2462.76 feet;

THENCE South 43 degrees 51 minutes 51 seconds West, a distance of 561.31 feet;

THENCE South 46 degrees 09 minutes 24 seconds East, a distance of 1747.81 feet;

THENCE South 45 degrees 37 minutes 57 seconds East, a distance of 163.28 feet;

THENCE South 89 degrees 26 minutes 53 seconds East, a distance of 752.20 feet;

THENCE South 45 degrees 37 minutes 07 seconds East, a distance of 2260.92 feet to the POINT OF BEGINNING.

Said lease area containing 11,691,920 square feet, or 268.4096 acres of land, more or less.

TOGETHER WITH:

COMMENCING at said southeast corner of Section 33;

THENCE upon the South line of said Section 33 South 89 degrees 29 minutes 50 seconds West a distance of 150.80 feet;

THENCE North 00 degrees 29 minutes 39 seconds West, a distance of 41.80 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 48 minutes 04 seconds West, a distance of 296.94 feet;

THENCE North 35 degrees 02 minutes 24 seconds West, a distance of 705.06 feet;

THENCE North 57 degrees 00 minutes 26 seconds East, a distance of 256.51 feet;

THENCE North 44 degrees 36 minutes 00 seconds West, a distance of 1005.32 feet;

THENCE North 43 degrees 01 minutes 54 seconds East, a distance of 296.49 feet;

THENCE North 48 degrees 51 minutes 58 seconds West, a distance of 696.56 feet to a point herein after referred to as "Point A";

THENCE North 44 degrees 17 minutes 36 seconds East, a distance of 387.47 feet;

THENCE South 43 degrees 45 minutes 51 seconds East, a distance of 317.87 feet;

THENCE North 45 degrees 36 minutes 54 seconds East, a distance of 295.70;

THENCE South 45 degrees 28 minutes 54 seconds East, a distance of 257.49 feet to a point herein after referred to as "Point B";

THENCE South 43 degrees 21 minutes 14 seconds West, a distance of 226.16 feet;

THENCE South 43 degrees 57 minutes 17 seconds East, a distance of 520.81 feet;

THENCE North 48 degrees 08 minutes 25 seconds East, a distance of 400.50 feet;

THENCE South 55 degrees 12 minutes 03 seconds East, a distance of 222.14 feet;

THENCE South 05 degrees 02 minutes 47 seconds West, a distance of 429.18 feet;

THENCE South 57 degrees 39 minutes 41 seconds East, a distance of 66.15 feet;

THENCE South 10 degrees 33 minutes 29 seconds East, a distance of 186.60 feet;

THENCE South 00 degrees 21 minutes 57 seconds East, a distance of 1033.76 feet;

THENCE South 48 degrees 16 minutes 28 seconds West, a distance of 156.00 feet to the POINT OF BEGINNING.

Said lease area containing 1,849,261 square feet, or 42.4532 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE North 01 degrees 41 minutes 58 seconds West, a distance of 132.54 feet to the POINT OF BEGINNING.

THENCE North 42 degrees 22 minutes 15 seconds West, a distance of 67.28 feet;

THENCE North 44 degrees 35 minutes 26 seconds East, a distance of 39.08 feet;

THENCE South 44 degrees 05 minutes 04 seconds East, a distance of 68.96 feet;

THENCE South 47 degrees 02 minutes 33 seconds West, a distance of 41.09 feet to the POINT OF BEGINNING.

Said lease area containing 2730 square feet, or 0.0627 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE South 88 degrees 47 minutes 27 seconds West, a distance of 323.07 feet to the POINT OF BEGINNING.

THENCE North 46 degrees 03 minutes 06 seconds West, a distance of 254.86 feet;

THENCE North 45 degrees 26 minutes 43 seconds East, a distance of 271.68 feet;

THENCE South 46 degrees 15 minutes 19 seconds East, a distance of 257.69 feet;

THENCE South 46 degrees 02 minutes 00 seconds West, a distance of 272.68 feet to the POINT OF BEGINNING.

Said lease area containing 69,713 square feet, or 1.6004 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 84 degrees 50 minutes 20 seconds West, a distance of 505.57 feet to the POINT OF BEGINNING.

THENCE North 45 degrees 30 minutes 12 seconds West, a distance of 2667.98 feet;

THENCE North 44 degrees 12 minutes 10 seconds East, a distance of 300.15 feet;

THENCE South 45 degrees 30 minutes 43 seconds East, a distance of 2669.53 feet;

THENCE South 44 degrees 29 minutes 58 seconds West, a distance of 300.55 feet to the POINT OF BEGINNING.

Said lease area containing 801,555 square feet, or 18.4012 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 43 degrees 10 minutes 35 seconds West, a distance of 683.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 45 minutes 25 seconds West, a distance of 1579.84 feet to a point herein after referred to as "Point C";

THENCE North 44 degrees 13 minutes 33 seconds East, a distance of 334.75 feet;

THENCE South 46 degrees 29 minutes 48 seconds East, a distance of 224.68 feet;

THENCE North 48 degrees 19 minutes 41 seconds East, a distance of 331.04 feet;

THENCE South 38 degrees 17 minutes 49 seconds East, a distance of 112.29 feet;

THENCE South 44 degrees 22 minutes 30 seconds West, a distance of 147.15 feet;

THENCE South 45 degrees 25 minutes 20 seconds East, a distance of 169.70 feet;

THENCE North 45 degrees 00 minutes 07 seconds East, a distance of 82.32 feet;

THENCE South 44 degrees 13 minutes 40 seconds East, a distance of 155.19 feet;

THENCE South 43 degrees 31 minutes 57 seconds West, a distance of 236.98 feet;

THENCE South 45 degrees 06 minutes 44 seconds East, a distance of 136.98 feet;

THENCE South 44 degrees 09 minutes 43 seconds West, a distance of 207.06 feet;

THENCE South 44 degrees 59 minutes 04 seconds East, a distance of 206.34 feet;

THENCE North 44 degrees 03 minutes 32 seconds East, a distance of 209.63 feet;

THENCE South 45 degrees 02 minutes 52 seconds East, a distance of 126.30 feet;

THENCE South 44 degrees 57 minutes 27 seconds West, a distance of 256.02 feet;

THENCE South 44 degrees 40 minutes 21 seconds East, a distance of 426.07 feet;

THENCE South 44 degrees 22 minutes 26 seconds West, a distance of 78.96 feet to the POINT OF BEGINNING.

Said lease area containing 492,752 square feet, or 11.3120 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point C":

THENCE North 20 degrees 29 minutes 54 seconds West, a distance of 38.28 feet to the POINT OF BEGINNING;

THENCE North 46 degrees 23 minutes 42 seconds West, a distance of 449.41 feet;

THENCE North 43 degrees 49 minutes 34 seconds East, a distance of 79.87 feet;

THENCE South 46 degrees 08 minutes 04 seconds East, a distance of 450.48 feet;

THENCE South 44 degrees 37 minutes 03 seconds West, a distance of 77.84 feet to the POINT OF BEGINNING.

Said lease area containing 35,477 square feet, or 0.8144 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 09 degrees 32 minutes 35 seconds West, a distance of 2019.03 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 32 minutes 08 seconds West, a distance of 196.23 feet;  
THENCE South 47 degrees 34 minutes 01 seconds West, a distance of 86.18 feet;  
THENCE North 45 degrees 35 minutes 08 seconds West, a distance of 209.26 feet;  
THENCE South 49 degrees 36 minutes 49 seconds West, a distance of 42.71 feet;  
THENCE North 45 degrees 21 minutes 28 seconds West, a distance of 227.54 feet;  
THENCE North 45 degrees 06 minutes 45 seconds East, a distance of 259.01 feet;  
THENCE South 45 degrees 28 minutes 37 seconds East, a distance of 424.57 feet;  
THENCE North 45 degrees 22 minutes 31 seconds East, a distance of 118.26 feet;  
THENCE South 47 degrees 44 minutes 48 seconds East, a distance of 109.16 feet;  
THENCE North 45 degrees 15 minutes 12 seconds East, a distance of 66.70 feet;  
THENCE South 45 degrees 39 minutes 00 seconds East, a distance of 106.13 feet;  
THENCE South 44 degrees 33 minutes 01 seconds West, a distance of 319.81 feet to the POINT OF BEGINNING.

Said lease area containing 164,194 square feet, or 3.7694 acres of land, more or less.

Said total combined lease area containing 15,107,602 square feet, or 346.8229 acres of land, more or less.

And:

A PARCEL OF LAND LOCATED IN SECTION 33 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA AND BEING A PORTION OF THE PINAL COUNTY AIR PARK AS DESCRIBED IN QUIT CLAIM DEED BETWEEN THE UNITED STATES OF AMERICA AND PINAL COUNTY, ARIZONA DATED 17 JUNE 1948, RECORDED IN BOOK 85 OF DEEDS, PAGE 389 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 1-½ INCH CAPPED PIPE STAMPED "PACIFIC U.S.E.D." MARKING THE NORTHEASTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK FROM WHICH A ½ INCH REBAR WITH TAG STAMPED "LS 21787" MARKING THE NORTHWESTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK, BEARS SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST AT A DISTANCE OF 10592.70 FEET;

THENCE ALONG THE NORTH LINE OF SAID PINAL AIR PARK, SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 2174.27 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 29 MINUTES 39 SECONDS EAST A DISTANCE OF 2779.07 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 45 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 44 DEGREES 43 MINUTES 49 SECONDS WEST A DISTANCE OF 770.93 FEET;

THENCE NORTH 45 DEGREES 29 MINUTES 36 SECONDS WEST A DISTANCE OF 198.02 FEET;

THENCE NORTH 44 DEGREES 36 MINUTES 11 SECONDS EAST A DISTANCE OF 116.40 FEET

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 408.84 FEET;

THENCE NORTH 44 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 211.35 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 78.60 FEET;

THENCE SOUTH 44 DEGREES 25 MINUTES 03 SECONDS WEST A DISTANCE OF 201.36 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 322.59 FEET;

THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 620.68 FEET;

THENCE NORTH 80 DEGREES 46 MINUTES 02 SECONDS EAST A DISTANCE OF 31.36 FEET TO THE **POINT OF BEGINNING**.

**Schedule II**  
**to**  
**Assignment and Assumption of Ground Lease**

**THE GROUND LEASE**

Restated and Extended Lease Agreement dated June 9, 2021 by and between Pinal County, a political subdivision of the State of Arizona (“Ground Lessor”), as ground lessor, and Assignor, as ground lessee, together with that certain First Amendment dated November 3, 2021, and that certain Second Amendment dated \_\_\_\_\_, 2024.