

**SECOND  
AMENDMENT TO  
LEASE AGREEMENT BETWEEN PINAL COUNTY  
AND  
MARANA AEROSPACE SOLUTIONS, INC. d/b/a ASCENT AVIATION SERVICES**

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT (“Second Amendment”) is dated this \_\_\_\_ day of \_\_\_\_\_, 2024, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona (“Lessor” or the “County”), and MARANA AEROSPACE SOLUTIONS, INC. d/b/a Ascent Aviation Services, an Oregon corporation (“Lessee”). Lessor and Lessee are sometimes referred to individually as a "Party" and collectively as the “Parties”.

**RECITALS**

WHEREAS, Lessor and Lessee, entered into that certain Restated and Extended Lease Agreement, dated effective as of June 9, 2021, in connection with the “Leased Premises” as described therein, as amended by that certain First Amendment to Lease Agreement between Pinal County and Marana Aerospace Solutions, Inc. d/b/a Ascent Aviation Services, which included a legal description of the Leased Premises dated as of November 3, 2021 (collectively, as further modified by this Second Amendment, the “Agreement”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the Leased Premises to include the addition of 13.645 acres of land for the purpose of constructing two hangars to be used for aeronautical purposes (the “Project”).

**AGREEMENT**

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. **INCORPORATION OF AGREEMENT.** All provisions of the Agreement are hereby incorporated by this reference into this Second Amendment. The provisions of the Agreement shall continue in full force and effect except as specifically amended by this Second Amendment.
2. **AMENDMENT TO AGREEMENT.** As of the date of this Second Amendment, the Agreement is amended to include:
  - a. An additional Property Exhibit which shall be referred to as “Exhibit G” and is attached hereto as Attachment 1 and incorporated herein by this reference. This additional Property shall be incorporated into the Leased Premises.
  - b. Section 4 of the Agreement is hereby amended to provide that the Initial Term shall expire on May 31, 2049. Furthermore, Section 4 is hereby amended to provide that, in lieu of the Renewed Term described therein, Lessee shall have the right and option (each, an “Extension Option”) to extend the Initial Term for two (2) extensions of ten (10) years each and one (1) extension of two (2) years (each, a “Renewal Term”), pursuant to the terms and conditions of the Agreement then in effect; provided, however, in no event shall the Renewal Term extend beyond June 9, 2071.
  - c. Section 5a “Base Rent” shall include an additional yearly sum of \$199,476.56 or \$49,869.14 per quarter (“Additional Base Rent”) which shall be increased annually by the same formula and timeframe found in Section 5b but not be subject to past rent adjustments as the original

Base Rent was from 2021 to the execution of this amendment. Quarterly lease payments shall include Base rent and Additional Base rent together.

- d. Subject to Section 7 of the Agreement, Lessee plans to construct two hangars upon the additional Property described on Attachment 1, which hangars are more generally depicted on the site plan attached hereto as Attachment 2 and incorporated herein by this reference (the "Construction Project"). Lessee shall complete the Construction Project by March 31, 2026; provided, however, such date may be extended for force majeure in accordance with Section 35 of the Agreement or in the event of an unreasonable delay in Lessor's approval of the Construction Project through no fault of Lessee. Lessee's failure to timely complete the Construction Project, after the cure period provided in accordance with Section 18b of the Agreement, shall be considered an Event of Default.
- e. Section 39 of the Agreement is hereby deleted in its entirety and in its place inserted the terms and conditions attached hereto as Attachment 3 and incorporated herein by this reference.

3. CONFLICT OF INTEREST. The parties acknowledge that this Second Amendment is a subject to cancellation pursuant to A.R.S. § 38-511.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year set forth below.

**“Lessor”**

PINAL COUNTY, a political  
subdivision of the State of  
Arizona

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

Supervisors Dated:

.....

**ATTEST:**

\_\_\_\_\_  
Clerk/Deputy Clerk of the  
Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy County Attorney

**“Lessee”**

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

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

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

Title: .....

Dated: \_\_\_\_\_

# ATTACHMENT 1

## Legal Description Following this Page

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**.

## **ATTACHMENT 2**

**See Attached**

## **ATTACHMENT 3**

### 39. Mortgage Financing.

a. Lessee shall have the right to mortgage or collaterally assign its interest in this Lease to a recognized lending institution – commercial bank, savings bank, trust company, pension fund, insurance company, real estate investment trust, or similar organization, provided that such recognized lending institution is not a Prohibited Party (as defined below) (the “Mortgagee”), provided that any such leasehold mortgage or collateral assignment shall be subject, subordinate, and inferior at all times to the rights of County hereunder (a “Leasehold Mortgage”). In connection with a Leasehold Mortgage or County’s consent to any other encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Lessee’s leasehold interest for the purpose of securing financing for Lessee’s authorized Improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to County’s interests, including its fee interest in the Leasehold Premises; (iii) the Mortgagee or other lienholder must agree to maintain current contact information with County and provide County with concurrent copies of any notices or communications regarding a default; (iv) the Mortgagee or other lienholder must certify to County that it has reviewed this Lease and accepted provisions that may affect the Mortgagee or other lienholder, and that no loan requirements conflict with or materially erode any provisions of this Lease; (v) intentionally omitted; (vi) intentionally omitted; (vii) the Mortgagee or other lienholder must agree that County has complete and sole discretion as to whether to approve the substitution of a tenant by the Mortgagee or other lienholder and whether County terminates this Lease (which would result in a termination of the Mortgagee’s or other lienholder’s interests in this Lease); and (viii) such encumbrance shall terminate prior to or concurrent with the expiration or termination of this Lease and the Mortgagee or other lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. If (while such encumbrance is in effect) Lessee defaults under such encumbrance or this Lease, and if such Mortgagee or other lienholder is in compliance with the provisions set forth in this Section and cures Lessee’s defaults of this Lease within twenty (20) days after the first such default, County will permit such Mortgagee or other lienholder to provide a substitute tenant (which must be acceptable to County in its sole discretion) for a period of up to twelve (12) months after the date when such Mortgagee or other lienholder cured all defaults so long as such Mortgagee or other lienholder fully performs this Lease during such period. If such Mortgagee or other lienholder fails to comply with any of the foregoing requirements, such failure shall be a default of this Lease and County may at any time (but is not required to) terminate this Lease and exercise any rights hereunder. Except as expressly provided in this Lease, County shall have no obligation to provide any notices to any Mortgagee or other lienholder, and County shall have no liability of any kind to any Mortgagee or other lienholder.

b. If Lessee enters into a Leasehold Mortgage in accordance with this Section, and if Lessee or Mortgagee has notified County pursuant to this Lease of the existence of such Leasehold Mortgage and has provided the address to which any notices to the Mortgagee are to be mailed, then County shall not be empowered to terminate this Lease by reason of the occurrence of any default, following all notice and cure periods provided under the terms and conditions of this Lease, unless and until County has given the Mortgagee a copy of its notice to Lessee of such default. Upon Lessee’s written request, County shall provide Mortgagee with a written acknowledgment of the existence of such Leasehold Mortgage and that County will comply with the provisions of this Section with respect thereto.

c. The Mortgagee shall have the right to remedy any default under this Lease or cause the same to be remedied and County shall accept such performance by or at the insistence of such Mortgagee as if the same had been made by Lessee. From the date Mortgagee receives notice of an occurrence of default as provided this Section, there shall be added to any grace period allowed by the terms of this Lease, an additional ten (10) days in the case of default in payment of Rent and an additional thirty (30) days in the case of all other defaults, for such Mortgagee to cure the same beyond the time allowed to Lessee. In case of a default, other than failure to by Rent, County shall not be empowered to terminate this Lease by reason of the occurrence of such default if Mortgagee, within thirty (30) days after the giving of notice of such default, commences foreclosure or similar proceedings under the Leasehold Mortgage for the purpose of acquiring Lessee's interest in this Lease and thereafter diligently prosecutes the same, and shall bring current all payments of Rent and all other sums payable by Lessee hereunder. The Mortgagee may become the legal owner and holder of the leasehold estate under this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure. While such Leasehold Mortgage is in effect, County shall not accept any surrender or cancellation of this Lease by Lessee or amend or modify any material provision of this Lease without the Mortgagee's prior written consent, which such consent shall not be unreasonably withheld or delayed.

D. As used in this Section 39, "Prohibited Party" means any person who is: (i) listed on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs" issued by the U.S. General Services Administration; (ii) located within, or doing business or operating from, a country or other territory subject to a general embargo administered by the Office of Foreign Asset Control ("OFAC"); (iii) designated on the OFAC list of "Specially Designated Nationals"; (iv) otherwise targeted under economic or financial sanctions administered by the United Nations, OFAC or any other federal economic sanctions authority or any divestment or sanctions program of the State of Arizona; (v) a banking institution chartered or licensed in a jurisdiction against which the United States Secretary of the Treasury has imposed special measures under Section 311 of the USA PATRIOT Act; (vi) located within or is operating from a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles by the Financial Action Task Force on Money Laundering; (vii) a financial institution against which the United States Secretary of the Treasury has imposed special measures under Section 311 of the USA PATRIOT Act; or (viii) a "senior foreign political figure" or a prohibited "foreign shell bank" within the meaning of 31 C.F.R. § 103.175.