

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “**Agreement**”) is made effective this 29th day of June, 2023 (the “**Effective Date**”) by and among AH Aero Services, LLC dba OK3 AIR (“OK3 AIR”) and Heber City Corporation (the “**City**”) (each a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

WHEREAS, the City is the owner, operator, and legal sponsor for the purposes of the Federal Aviation Administration (“**FAA**”) matters of the Heber Valley Airport (the “**Airport**”);

WHEREAS, OK3 AIR is a full-service fixed base operator located on the Airport, providing aircraft maintenance, ramp parking, fueling, de-icing, overnight hangar services, and other services pursuant to that certain Amended Agreement dated January 8, 1995, originally between Lessor and High County Aviation, Inc., and later assigned to Lessee, and as amended by the Addendum to Amended 1995 Airport Agreement dated May 8, 2012, and the Addendum to 1995 Airport Agreement dated January 26, 2015 (collectively, the “**FBO Lease**”).

WHEREAS, OK3 AIR leases certain property from the City pursuant to the FBO Lease and certain other written agreements, including ground leases for those premises known as Hangar A, Hangar E, and Daniel Hangar 1 (the “**Hangar Leases**”).

WHEREAS, several disputes arose between the Parties regarding the Parties’ respective performance under the FBO Lease, Hangar Leases, an application by OK3 AIR to build a new hangar, OK3 AIR’s planned purchase of a hangar from a third party and the conduct of the Parties’ respective business and operations at the Airport (all such disputes arising prior to the Effective Date, the “**Disputes**”);

WHEREAS, OK3 AIR filed a lawsuit entitled, *AH Aero Service, LLC dba OK3 AIR v. Heber City, a municipal corporation; Paul Boyer, an individual, in his individual and official capacity; and Denis Godfrey, an individual, in his individual and official capacity*, in the U.S. District Court for District of Utah, Civil No. 2:17-CV-01118-HCN-DAO (the “**Lawsuit**”), which Lawsuit remains pending;

WHEREAS, without admitting any liability or fault, the Parties desire to settle and compromise any and all claims between them, whether known or unknown, whether accrued or unaccrued, arising from, out of, or related to the Lawsuit and the Disputes, whether or not they were brought or could be brought in the Lawsuit, now existing or arising in the future, due to any acts, errors, omissions or fault occurring on or before the Effective Date (the “**Claims**”);

WHEREAS, the Claims between OK3 AIR and Paul Boyer and Denis Godfrey will be addressed through separate agreements between those parties.

NOW THEREFORE, in consideration of the recitals, mutual promises, covenants, releases, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties,

intending to be bound, hereby agree as follows:

## **AGREEMENT**

1. **FBO Lease Addendum.** Contemporaneously with the execution of this Agreement, the City and OK3 AIR will enter into an addendum to OK3 AIR's existing FBO Lease. A copy of the FBO Lease Addendum is attached as **Exhibit A**.

2. **New Hangar.** Contemporaneously with the execution of this Agreement, the City and OK3 AIR will enter into a ground lease for land at the Airport for OK3 AIR's construction of a new hangar. A copy of the New Hangar Lease is attached as **Exhibit B**. Before commencing any construction of the new hangar, OK3 AIR shall obtain the City's written approval of plans for the relocation of the airport access road impacted by the proposed construction, such approval not to be unreasonably withheld, conditioned, or delayed; provided that the relocation of the access road complies with City roadway construction standards of general applicability. All costs associated with the relocation of the airport access road shall be at OK3 AIR's sole expense. OK3 AIR also assumes responsibility for all costs associated with the relocation of the pilot-controlled lighting antenna, should the City reasonably determine that relocation of such antenna is necessary as a result of construction. OK3 AIR agrees to begin the relocation of the airport access road and construction of the new hangar within two (2) years of receiving the City's written approval of plans, and shall coordinate construction activities with the City to ensure minimal interference with roadway access onto the Airport during the relocation of the access road.

3. **Extension of Hangar A and E Leases.** Contemporaneously with the execution of this Agreement, the City and OK3 AIR will execute amendments to the existing ground leases for Hangar A and Hangar E, such that the term of those leases shall be coterminous with the FBO Lease. Copies of the Hangar A and Hangar E lease amendments are attached hereto as **Exhibit C-1** and **Exhibit C-2**, respectively.

4. **Predevelopment Agreement.** Contemporaneously with the execution of this Agreement, the City and OK3 AIR will enter into a predevelopment agreement (the "***Predevelopment Agreement***"), addressing the proposed upgrade of the Heber Valley Airport to meet C-II airfield design standards and the Parties' respective rights and obligations relating thereto. A copy of the Predevelopment Agreement is attached hereto as **Exhibit D**. As used herein, the "***Selected Campus***" shall mean that area designated in the Final Site Notification, as defined in the Predevelopment Agreement.

5. **New Lease Agreement.** The Parties agree to work in good faith to negotiate a new FBO lease agreement (the "***New Lease Agreement***") as soon as is reasonably possible, but no later than twelve (12) months from the Effective Date of this Agreement. The New Lease Agreement will serve as an amended and restated FBO Lease, which the Parties will execute in abrogation of the FBO Lease as amended by the FBO Lease Addendum. The New Lease Agreement shall memorialize the terms of the FBO Lease, as amended by the FBO Lease Addendum, and will also contain the following additional material terms:

a. **Lease Premises.** The premises initially leased under the New Lease Agreement will include the Premises, as defined in the FBO Lease, as amended by the FBO Lease

Addendum. The New Lease Agreement shall include provisions allowing such premises to be amended, automatically and unilaterally, so as to add portions of the Selected Campus and subtract portions of the Premises required for the development of the Airport in accordance with C-II airfield design standards, all as provided by the Predevelopment Agreement. It is anticipated that it will be necessary to demolish Hangar A and a portion of the existing apron in the future to comply with C-II airfield design standards, as reflected in the City's ALP recently submitted to the FAA for approval. The parties do not anticipate similar impacts to Hangar E or Daniel Hangar #1. Provided that it is consistent with the City's approved ALP, the New Lease Agreement shall permit OK3 AIR to conduct any operations authorized by the New Lease Agreement from Hangar E and retain no less than three acres of apron space adjacent to Hangar E, notwithstanding any requirement in the Minimum Standards, as they now exist or as they may be later amended, to maintain a contiguous leasehold. For the avoidance of doubt, it is intended by the parties that the New Lease Agreement shall eventually encompass OK3 AIR's existing leasehold under the FBO Lease, as amended by the FBO Lease Addendum, as well as areas of the Selected Campus used for vehicle parking and aircraft parking ramp/apron, as specified in the Predevelopment Agreement.

b. Term. The initial term of the New Lease Agreement shall be coterminous with the FBO Lease, as amended by the FBO Lease Addendum. In accordance with the terms of the Predevelopment Agreement, the term of the New Lease Agreement will be adjusted based on certain milestones described in the Predevelopment Agreement.

c. Revisions to "Section 3." The New Lease Agreement shall include the materials terms of Section 3, as it exists in the current FBO Lease; however, such terms shall, without any further action of the Parties, be automatically replaced in their entirety by the following provision once (1) the City has obtained conditional approval of the ALP from the FAA (as defined by the Predevelopment Agreement); (2) the City has amended the Minimum Standards as outlined in Section 7 below; and (3) the City has issued a Request for Proposals in accordance with Section IV.G or IV.H of the Predevelopment Agreement:

Subject to [a standard clause subordinating the New Lease Agreement to the City's federal grant assurance obligations], OK3 AIR shall conduct its operations during the Term in accordance with the Minimum Standards in effect on the Effective Date of the New Lease Agreement; provided, however, that OK3 shall not be required to maintain facilities or equipment in excess of the Minimum Standards as they may be amended after the Effective Date of the New Lease Agreement, in the event such amendment reduces any applicable Minimum Standards. If the lease is extended per the Option term, OK3 AIR's operations shall comply with the Minimum Standards then in effect at the beginning of the amendment or extension.

d. Remaining Terms. Except as otherwise set forth in this Section 5, the New Lease Agreement will contain all of the material terms contained in the FBO Lease, as amended by the FBO Lease Addendum. The New Lease Agreement is intended to restate the FBO Lease, as amended by the FBO Lease Addendum, implement the provisions described in Section 5(a)-(c) hereof, and modernize the form of lease and boilerplate provisions; provided, however, that neither

Party shall be entitled to renegotiate those material lease terms addressed herein or in the FBO Lease Addendum.

6. **Fuel Truck Parking.** The City shall permit OK3 AIR to continue its practice of parking fuel trucks in aircraft storage hangars until such time that the Fire Marshal or FAA makes a final determination that such practice is not permissible under existing rules or policies or otherwise creates an unacceptable safety hazard. OK3 AIR agrees, regardless of the decision of the Fire Marshal and/or FAA, to discontinue the practice of parking fuel trucks in aircraft storage hangars upon completion of its GSE Building, as defined in the Predevelopment Agreement.

7. **Amendments to Minimum Standards.** Following the execution of this Agreement, the City intends to commence a public process to amend the Airport Minimum Standards, including but not limited to establishing a category of Light General Aviation Fixed Base Operator (the "***LGA-FBO***"). Pursuant to Section 3 of the FBO Lease, OK3 AIR consents to the amendments to the Minimum Standards which are attached hereto as **Exhibit E**. The Parties acknowledge that the City's public process may result in necessary revisions to the proposed changes or additional changes to the Minimum Standards. OK3 AIR agrees to review in good faith any such changes, and its consent to non-material changes will not be unreasonably withheld or delayed; provided, however, that OK3 AIR shall not be required to consent to any change which is materially different than the amendments set forth in Exhibit E. Upon the establishment of an LGA-FBO category, the City agrees, subject to Paragraph 11 hereof, that it shall not amend the Minimum Standards to permit an LGA-FBO to sell Jet-A or provide services to turbine aircraft, unless it satisfies all minimum standards of a Full Service FBO.

8. **Dismissal of Litigation.** Upon the execution of this Agreement, the Parties shall cause their respective legal counsel to dismiss the Lawsuit with prejudice by filing the pleadings attached hereto as **Exhibit F**.

9. **Mutual Release.** Except for the rights and obligations created under this Agreement, all of which rights and obligations are reserved and shall not be released hereby, each of the Parties for and on behalf of itself and its successors, assigns, heirs, transferees, affiliates, and all persons and entities claiming by, through or under it, do hereby fully, irrevocably and forever release, acquit and discharge each other, and the past and present owners, members, shareholders, officers, directors, elected officials, employees, agents, representatives, advisors and attorneys of each other of all claims, actions, damages, losses, and liabilities of any kind of description whatsoever, now existing or arising in the future due to any acts, errors, omissions or fault occurring on or before the Effective Date, whether accrued or unaccrued, whether known or unknown.

10. **Cooperation of Godfrey and Boyer.** This Agreement is contingent upon OK3 AIR entering separate settlement agreements with Paul Boyer and Denis Godfrey, in their individual capacities, which will be executed contemporaneous with this Agreement. It is understood that the settlement agreement with Paul Boyer will not release OK3 AIR's legal claims pending in the Utah state court against Paul Boyer as of the Effective Date, nor shall this Agreement be contingent on the resolution thereof.

11. **Subordination to FAA Grant Assurances.** This Agreement is subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America relative to the operation or maintenance of the Airport (such provisions the “*Grant Assurances*”), the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the City of federal funds for the development of the Airport. OK3 AIR acknowledges that it has had an opportunity to review the material terms of this Agreement with the FAA and neither party is aware of any FAA objection. Notwithstanding the foregoing sentence, however, in the event the U.S. Department of Transportation, the Federal Aviation Administration, or a court of competent jurisdiction makes a final appealable determination that the City’s ability to perform any obligations under this Agreement would violate the Grant Assurances, the City shall be immediately excused from performing such obligation (subject to the limitations set forth below) and shall in good faith negotiate a lawful resolution to the mutual satisfaction of the Parties hereto; provided, however, that if the Parties are unable to resolve the conflict or violation within ninety (90) days, the City shall unilaterally amend this Agreement in the least material manner necessary to comply with the decision of the Court or agency and the remaining provisions hereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement (together the “Carve-Out Remedy”). Notwithstanding the foregoing, the Carve-Out Remedy shall apply to Section 5(c) of this Agreement only in the event the FAA makes a final non-appealable determination that the amendments to the Minimum Standards identified on **Exhibit E** or any portion thereof would cause the City to violate or fail to restore compliance with the Grant Assurances, and Section 3 of the FBO Lease shall otherwise continue in full force and effect until the conditions specified in Section 5(c) are fully satisfied. In the event OK3 AIR is successful in an appeal of a decision of the U.S. Department of Transportation, the Federal Aviation Administration, or a court of competent jurisdiction, any provision removed pursuant to this section shall be reinstated consistent with the Court or agency’s decision on appeal.

12. **Compromise of Disputed Claims.** The Parties agree and understand that this Agreement and the releases contained herein are a compromise of doubtful and disputed claims, and the Parties, in compromising, do not admit but specifically deny liability to each other and intend merely to avoid any further dispute or litigation with respect to all claims hereby released.

13. **Non-Circumvent.** The Parties, and their respective successors, assigns, heirs, transferees, and affiliates, agree to not directly or indirectly take any actions, make any attempts, fail to act, act in concert with any person, agent, representative, associate, advisor, and/or entity who takes an action or fails to take any action intended to, or such that the resulting effect is to, materially undermine, frustrate, and/or circumvent the purposes of the effectiveness of the material provisions of this Agreement. For the avoidance of doubt, this provision shall apply to the City with respect only to its official actions approved by a majority vote of the City Council or those official actions taken by employees of the City pursuant to the authority expressly delegated by law or by the City Council, and shall in no way limit the speech, advocacy, or actions of City officials, employees or members of the Airport Advisory Board in their individual capacities. The Parties acknowledge that this provision is a material and bargained-for term of this Agreement. With respect to any perceived violation of this provision, a party must provide the other party with written notice and a reasonable opportunity to cure prior to initiating any legal action based on this provision. Should OK3 AIR cease to conduct business activities at the Airport or upon any change or transfer in OK3 AIR’s ownership, this paragraph shall be of no further force or effect.

14. **Construction.** This Agreement was drafted with the full participation of all Parties. Accordingly, any ambiguity in this Agreement shall not be resolved against any particular Party, but rather should be resolved by a fair reading of what was intended by the Parties.

15. **Severability.** If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

16. **No Third-Party Beneficiaries; No Assignment of Claims.** Each of the Parties represents and warrants that it has not assigned or transferred any claim or any interest in any claim released by this Agreement. By executing this Agreement, the Parties do not intend to benefit any person or entity not a party to this Agreement. In event of death or dismemberment of either Party, their heirs may enforce the terms of this Agreement.

17. **Default.** A Party's failure to perform any and all terms of this Agreement shall constitute a breach of this Agreement, and shall permit the other Party to seek injunctive relief, actual damages, and attorney's fees and costs after providing the other Party with written notice and not less than thirty (30) days to cure such Party's default or, if the default is not capable of cure within thirty (30) days, to commence and diligently proceed to completion those actions reasonably necessary to cure such Party's default within a reasonable time. And if no such cure is obtained by the defaulting party within a reasonable time, that Party shall be in default of this Agreement. For the avoidance of doubt, the default and termination provisions provided in each written agreement entered into pursuant to this Settlement Agreement, including without limitation the Predevelopment Agreement, shall control with respect to either Party's failure to perform thereunder and the remedies available to the non-breaching Party.

18. **Dispute Resolution.** Any dispute arising out of, relating to or in connection with this Agreement shall be resolved as set forth in the Dispute Resolution Protocol attached hereto as Exhibit G.

19. **Non-Disparagement:** With respect solely to each Parties' respective conduct in the Lawsuit, the negotiation of this Agreement, or the terms of this Agreement, the Parties agree not to make any statements (written, oral, verbal or otherwise) or to cause or encourage others to make any statements (written, oral, verbal or otherwise) that defame, disparage, ridicule, or in any way criticize any of the other Parties or their employees, directors, and officers and/or their respective business operations, reputation, practices, or conduct; provided, however, that no Party shall be in violation of this paragraph for statements incident to that lawsuit between OK3 AIR and Paul Boyer, Civil No. 170500365 (3d Dist. Ct. Utah). For the avoidance of doubt, this provision shall apply to the City with respect only to statements or actions approved by a majority vote of the City Council or statements or actions of City employees pursuant to the expressly delegated authority of law or City Council, and shall in no way limit the speech, advocacy, or actions of City officials or members of the Airport Advisory Board in their individual capacities or the speech, advocacy, or actions of OK3 AIR and its owners, employees, and representatives from responding to such speech, advocacy, or actions of the City, City officials or members of the Airport Advisory Board. A party must provide the other party with written notice of any alleged violation of this provision and a reasonable opportunity to retract the statement(s) prior to initiating any legal action based on this provision. Should OK3 AIR cease to conduct business activities at

the Airport or upon any change or transfer in OK3 AIR's ownership, this paragraph shall be of no further force or effect.

20. **Attorney's Fees.** Each Party shall bear their own attorney's fees and costs in the Lawsuit and the negotiation and execution of this Agreement. In any dispute, claim, litigation, arbitration, or mediation arising out of or in any way relating to any Party's failure to fulfill any of its obligations under this Agreement, the prevailing Party shall be entitled to recover all reasonable costs and attorney's fees from the other Party.

21. **Entire Agreement.** This Agreement, including the recitals and any exhibits attached hereto, which are incorporated herein by reference, represents the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby.

22. **Amendment.** This Agreement shall not be amended, altered, revised, modified, terminated, or changed in any way except by further written agreement signed by all of the Parties to this Agreement.

23. **Jurisdiction, Venue, and Applicable Law.** With respect to an action to enforce the terms and conditions of this Agreement only, the Parties consent to the exercise of jurisdiction of the U.S. District Court for District of Utah and hereby agree that the venue of any action with respect to the enforcement of the terms and conditions of this Agreement shall be properly placed before this same court. This Agreement shall be interpreted under the laws of the State of Utah.

24. **Successors and Assigns.** All terms, conditions, covenants, and agreements contained herein shall bind and inure to the benefit of the respective successors, assigns, heirs, transferees, and affiliates of the Parties.

25. **Agreement May Be Executed in Counterparts.** This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together shall constitute one and the same instrument. The Parties agree that facsimile and scanned copies of signatures may be accepted as original copies and are fully binding upon the Parties.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in one or more counterparts as of the date first above written.

AH AERO SERVICES, LLC:

DocuSigned by:  
*Nadim AbuHaidar*  
9C4AE84673F246F...  
By: Nadim AbuHaidar  
Its: Manager

HEBER CITY CORPORATION:

DocuSigned by:  
*Matt Brower*  
644245F9CDB24BE...  
By: **Matt Brower**  
Its: **City Manager**

**ATTEST:**

DocuSigned by:  
*Maggie AbuHaidar*  
90A8E00EFBEE438...

**ATTEST:**

DocuSigned by:  
*Trina Cooke*  
CB019A1A3164422...



**EXHIBIT A**  
**FBO LEASE ADDENDUM**

**EXHIBIT B**  
**NEW HANGAR LEASE**

**EXHIBIT C-1**  
**HANGAR A AMENDMENT**

**EXHIBIT C-2**  
**HANGAR E AMENDMENT**

**EXHIBIT D**  
**PREDEVELOPMENT AGREEMENT**

## EXHIBIT E

### AMENDMENTS TO MINIMUM STANDARDS

In accordance with Section 3 of the Amended Agreement dated January 8, 1995, originally between Lessor and High County Aviation, Inc., and later assigned to AH Aero Services LLC dba OK3 AIR, as subsequently amended, OK3 AIR consents to the following amendments to the Heber Valley Airport Minimum Standards dated June 16, 2016:

1. Creation of a Low Volume Self-Fueling permit for small-scale self-fueling operations involving the provision of 20 gallons or less of aviation fuel into an aircraft at any one time via Jerry can or other portable, liquid container, addressing guidance provided by the FAA in response to Allegation #22 of Paul Boyer's Part 13 Complaint dated February 21, 2019; and additional self-fueling provisions to ensure fuels are safely dispensed, dispensed only in accordance with a permit approved by the City, and providing for the suspension and revocation of permits for fuels dispensed other than in compliance with a permit.
2. Modification of the current category, "Fixed Base Operator," to "Full Service Fixed Base Operator." A Full Service Fixed Base Operator shall be permitted to sell all types of aviation fuel and perform services on all types of aircraft. The current minimum standards for Fixed Base Operators will be increased so as to be more consistent with the facilities, equipment, and services currently provided at the Airport (but not greater than what is currently provided at the Airport), including but not limited to: 10 acres of contiguous land; 9 acres of ramp; 30,000 square feet of hangar space; aircraft maintenance meeting the requirements of an Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Accessory Overhaul/Repair Maintenance Overhaul Operator (as amended below); and the number and type of fuel trucks, tugs, deicers, and employees.
3. Increase in the minimum standards for an "Aircraft Maintenance Operator, Avionics, Instruments, or Aircraft Assessor [sic] Overhaul/Repair Maintenance Overhaul Operators (SASO)," to require 10,000 square feet of hangar space and adequate facilities, apron, parking, and customer access, provided that such increased standards do not exceed the facilities, equipment, and services currently provided at the Airport.
4. Elimination of the requirement for a Fixed Base Operators to maintain a flight school.
5. Creation of a Light General Aviation FBO. An LGA FBO may only provide aviation fuel for piston aircraft (e.g. 100LL, UL94, G100, and similar fuels) and will be prohibited from providing Jet-A or providing services to turbine aircraft (through a waiver or otherwise), unless it satisfies all minimum standards of a Full Service FBO. The minimum standards

for an LGA FBO must include provisions relating to premises, insurance, personnel and safety certifications and requirements, including but not limited to the following: 4 acres of land (1.5 acres of ramp); 10,000 square feet of hangar space; storage capacity for 10,000 gallons of AvGas; and the number and type of fuel trucks, tugs, and employees.

6. Creation of a Light General Aviation Maintenance SASO, which will provide maintenance services to piston aircraft only. The Light General Aviation Maintenance SASO must include provisions relating to premises, insurance, personnel and safety certifications and requirements, including but not limited to the following: 4,000 square feet of hangar space (unless a sublessee of an LGA FBO); and adequate facilities, apron, parking, and customer access.

**EXHIBIT F**  
**MOTIONS TO DISMISS**

Craig A. Hoggan (8202)  
Jonathan W. Gold (15143)  
DART ADAMSON & DONOVAN  
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Salt Lake City, Utah 84111  
Telephone: (801) 521-6383  
Attorneys for Plaintiff  
choggan@dadlaw.net  
jgold@dadlaw.net

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IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

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AH Aero Service, LLC dba OK3 AIR,

Plaintiff,

v.

Heber City, a municipal corporation; Paul Boyer, an individual, in his individual and official capacity; and Denis Godfrey, an individual, in his individual and official capacity,

Defendant.

STIPULATED MOTION FOR  
DISMISSAL

Civil No. 2:17-CV-01118-HCN-DAO

Judge Howard C. Nielson, Jr.

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, the parties, by and through their counsel, hereby stipulate and request that all claims in the above-referenced matter be dismissed with prejudice, with each party to bear its own attorneys' fees and costs.



**DATED** this \_\_\_\_ day of June, 2023.

**DART ADAMSON & DONOVAN**

/s/ Craig A. Hoggan

Craig A. Hoggan  
Jonathan W. Gold  
Attorneys for Plaintiff

**DATED** this \_\_\_\_ day of June, 2023.

**KAPLAN KIRSCH & ROCKWELL LLP**

/s/

Peter J. Kirsch  
W. Eric Pilsk  
Steven L. Osit  
Attorneys for Heber City & Denis Godfrey

**DATED** this \_\_\_\_ day of June, 2023.

**WRONA LAW**

/s/

Joseph E. Wrona  
Attorneys for Paul Boyer

## EXHIBIT G

### DISPUTE RESOLUTION PROTOCOL

- A. NOTICE AND OPPORTUNITY TO CURE. Unless a shorter cure period or right to immediate termination is expressly provided in this Settlement Agreement and Mutual Release, no Party shall be considered in default of any provision of this Agreement, or any covenant or obligation pertaining to the use or occupancy of Airport property, and no right of termination shall arise, unless and until the counter-Party has provided such Party with written notice of default and not less than thirty (30) days to cure such default or, if the default is not capable of cure within thirty (30) days, such Party has within thirty (30) days commenced, and thereafter diligently proceeds to complete, those actions reasonably necessary to cure such Party's default.
- B. INFORMAL DISPUTE RESOLUTION. The Parties agree that, at all times, they will attempt in good faith to resolve all disputes that may arise under this Agreement. Upon receipt of written notice of a dispute from a Party, the Parties agree to refer the dispute to the City Manager, for the City, and the Chief Executive Officer, for Lessee (collectively, "*Designated Persons*"). The Designated Persons shall within fifteen (15) days of such written notice meet and negotiate in good faith to resolve the dispute, conferring thereafter as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other any information pertinent to the dispute. All communications between the Designated Persons during the dispute resolution procedures set forth in this Paragraph shall be deemed confidential and treated as compromise and settlement negotiations and shall not be admissible in evidence by any proceeding without the mutual consent of the Parties.
- C. MEDIATION. Mediation of a dispute arising under this Agreement may not be commenced until the earlier of: (i) such time as both of the Designated Persons, after following the procedures set forth in Paragraph A and B hereof, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (ii) fifteen (15) days after the date of the notice referring the dispute to the Designated Persons. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. The place of mediation shall be in Heber City, Utah, unless the parties agree otherwise. Mediation under this paragraph shall be a necessary prerequisite to any judicial action to enforce the terms and conditions of this Agreement, unless waived in writing with the mutual consent of both Parties.
- D. JURISDICTION, VENUE AND APPLICABLE LAW. With respect to an action to enforce the terms and conditions of this Agreement only, the Parties consent to the exercise of jurisdiction of the U.S. District Court for District of Utah and hereby agree that the venue of any action with respect to the enforcement of the terms and conditions of this Agreement shall be properly placed before this same court. This Agreement shall be interpreted under the laws of the State of Utah.

- E. Emergency Relief. No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and is not otherwise available under this Agreement.
  
- F. Tolling. If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Exhibit, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award.
  
- G. FAA Disputes. The Parties understand and acknowledge the FAA's exclusive jurisdiction to determine the City's compliance with its federal Grant Assurance obligations (a "***Compliance Dispute***"), and that any remedies which may be imposed by the FAA for noncompliance therewith are exclusive. Accordingly, in the event of a Compliance Dispute, and after exhausting the procedures described in Paragraphs A and B hereof, either Party may initiate an informal or formal complaint proceeding with the FAA in accordance with 14 C.F.R. Parts 13 and 16 or similar succeeding provisions, without regard to the other provisions hereof.