

LICENSE AND RIGHT-OF- WAY USE AGREEMENT BETWEEN THE CITY
OF MESA AND MATHESON GAS

This License ("License") and Right-of-Way Use Agreement ("Agreement") is entered into this ____ day of ____, 2014, ("Effective Date") by and between the City of Mesa, an Arizona municipal corporation ("City") and Matheson Tri-Gas, Inc., a Delaware corporation ("Matheson").

RECITALS

WHEREAS, the City owns public rights of way within the boundaries of the City of Mesa; and

WHEREAS, Matheson desires to have the ability to construct within the right-of-way improvements for the transportation of industrial gases; and

WHEREAS, the City of Mesa (the "City") by Resolution No. ____ on ____, thereby granted to Matheson a nonexclusive license for the transportation of industrial gases through an industrial gas pipeline located within public streets, roads and alleys in Mesa, Arizona; and

WHEREAS, Matheson agrees not to use the Industrial Gas Pipeline to transport petroleum products and /or natural gas; and

NOW, THEREFORE, in consideration of the foregoing promises and the mutual promises and agreements set forth herein, the Parties state, confirm and agree as follows:

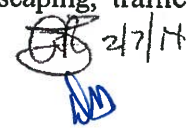
AGREEMENT

SECTION 1. DEFINITIONS. In this License, unless a different meaning clearly appears from the context:

1.1. "Industrial gas pipeline" means any pipeline or system of pipelines and all necessary appurtenances to the pipeline or system used to transport inert, nontoxic, nonflammable gas for industrial purposes to industrial users who pay for the service but does not include any pipeline or system of pipelines that transports gas for power, light or fuel.

1.2. "Public streets, roads and alleys" includes public roadways of any type, whether held by the City in fee or as an easement, and any other form of public right-of-way held by the City.

1.3 "Right-of-way ("ROW")" Per City Code 9-1-1 shall mean a right of way or public area of land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved or dedicated to the City for public purposes including, but not limited to, street, highway, alley, public utility pedestrian walkway, bikeway, or drainage. Within public rights-of-way, the City of Mesa coordinates the locations of public or private improvements, underground or overhead; including electricity, gas, steam, communication, telecommunications, data transmission, cable TV, water, storm drainage, sewage, sidewalks, landscaping, traffic



signals, streetlights, flood control, pedestrian, roadway purposes, etc. owned and operated by any person, firm, company, corporation, municipal department, or board duly authorized by federal, state, or municipal regulations.

SECTION 2. EFFECTIVE DATE

2.1 "Effective Date" means the date of this License, first written above.

SECTION 3. GRANT AND ACCEPTANCE OF LICENSE.

3.1. License Granted. There is hereby granted to Matheson, as a Licensee ("Licensee"), a non-exclusive License to construct, operate, and maintain an Industrial gas pipeline under, along, and across the present and future public streets, roads and alleys in Mesa, Arizona, solely for the purpose of transporting industrial gas to industrial users who pay for such service, and for no other purpose. The License shall be subject to all applicable provisions of the City Charter and the Mesa City Code, and any amendments thereto, together with all laws and regulations affecting Industrial gas pipelines.

3.2. Acceptance of License. By accepting the License granted by this License, the Licensee does covenant and agree to perform, be bound by and strictly comply with all applicable terms and conditions imposed by the Arizona Revised Statutes, Charter and Code of the City of Mesa and with the terms and conditions of the License granted herein.

SECTION 4. TERM OF LICENSE.

The term of this License shall be for a period of ten (10) years ("Initial Term") from the effective date hereof unless sooner revoked or canceled as provided in Section 13 below. Provided that Licensee be not then in default of this License and subject to the written approval of City. This License may be renewed for two (2) successive terms, the first renewal term being for ten (10) years (the "First Extension Term") and the second renewal term (the "Second Extension Term") being for five (5) years. The Licensee shall have the right, upon no less than 3 months prior written notice, prior to the end of the term of the then existing term of the License, to renew the License upon the same terms and conditions as set forth herein (except as set forth in Section 5.1 below) for two separate terms (the first 10 year extension period being the First Extension Term and the second 5 year extension period being the Second Extension Term as defined above). The right to renew for each additional term shall be exercised in separate elections such that the First Extension Term can be elected within 3 months prior to the end of the Initial Term, and the decision of whether to elect the Second Extension Term shall be made within 3 months prior to the end of the First Extension Term.

SECTION 5. LICENSE FEE.

5.1. Annual Fee. The Licensee shall pay an annual License Fee in an amount equal to two percent (2%) of the Licensee's gross annual sales of industrial gases delivered through use of the Industrial gas pipeline constructed, operated and/or maintained by Licensee within any of the public streets, roads and alleys situated within the corporate limits of Mesa, Arizona, during the Initial Term (the "gross annual sales"), two and one half percent (2.5%) of gross annual sales

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during the First Extension Term (to the extent elected) and three percent (3%) of gross annual sales during the Second Extension Term (to the extent elected).

5.2 The Licensee agrees to pay to the City an annual base fee of two thousand dollars (\$2,000) per calendar year, for the initial term and for the first and second renewal terms of the license. The base fee will be paid to the City upon execution of this license for the calendar year ending December 31, 2014.

5.3. Licensee shall obtain any required business/sales tax licenses and pay any applicable City, County, and state transaction privilege and use tax required. The License fee and base fee shall not be an offset to the transaction privilege tax, which Licensee is obligated to pay.

5.4. Verification Statement. On or before December 31 of each year that the License is in effect, the Licensee shall file with the City's designated contract manager a verified statement of the Licensee's gross annual sales for the twelve (12) month period ending on November 30 of the statement filing year, except that:

The verification statement to be filed in the last calendar year that the License is in effect (i) shall be filed on or before the 30th day following the expiration date of the License and (ii) shall report the gross annual sales running from the last date covered by the immediately preceding verification statement through the expiration date of the License.

5.5. Payment Due. The full amount of the annual License and Base Fee shall be due and payable by the 10th day of the month following the date by which the verification statement is required to be filed pursuant to paragraph 5.4 above.

SECTION 6. PIPELINE CONSTRUCTION.

6.1. Compliance with City Practices. All construction of the pipeline done under the authority of this License shall be in compliance with Mesa City Code, City policy, the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG"), the City supplements to MAG, City design standards, and the City Right-of-Way Manual.

6.2. Licensee shall pay all charges, fees, and taxes required by the Mesa City Code, including without limitation, all required application and permit fees, and the applicable fees under Schedule of Fees and Charges (as amended) including traffic barricade fees as per the Transportation Department's Schedule of Fees and Charges. Fees and charges shall not be offset.

6.3. Pre-construction Requirements. Prior to the start of construction of an Industrial gas pipeline within a public street, road or alley, or within any other City-controlled land, construction plans showing the locations of such construction shall be submitted to the City's Engineering Department for its review and prior approval. At the time of construction, the Licensee and/or the Licensee's contractor shall have obtained an applicable encroachment permit pursuant to Title 9 of the Mesa City Code, and shall have satisfied all the conditions of the permit, including, without limitation, providing proof of insurance as required by the City. The

fee for the encroachment permit and inspection fee shall be additional to the cost of any other permit, license, or other documents required by existing Federal, State or local laws, or to the License fee provided for herein. During construction, the City will inspect all trenching, backfilling, and other related items of the pipeline construction.

6.4. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, City Engineer, Fire Chief, Police Chief, City Street Transportation Director, Development Services Director or Water Services Director. A public emergency shall be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the citizens of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. In the event of a public emergency, City shall have the right to sever, disrupt, or dig-up facilities of Licensee, after all reasonable efforts have been made, given the constraints of such public emergency, (i) to contact Licensee prior to any such action; and (ii) to reasonably avoid severing, disrupting or digging up the facilities of Licensee. City shall, where reasonable, work with Licensee in responding to the emergency.

6.5. Construction Guarantee. During the term of this License, the Licensee shall file and maintain until completion and inspection by the City of the Industrial gas pipeline, an irrevocable Letter of Credit issued by a registered Arizona bank, or such other bank as reasonably approved by the City Engineer and the City Attorney, in favor of the City for a sum of One Hundred Thousand Dollars (\$100,000.00) to guarantee that the Licensee shall well and truly observe, fulfill and perform each and every term of this License. In case of any breach of any condition of this License, any amount of the sum in the Letter of Credit, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach.

At the discretion of the City Engineer, a performance bond will be accepted in lieu of a Letter of Credit. A faithful performance bond in favor of the City in the sum of One Hundred Thousand Dollars (\$100,000.00) to guarantee that the Licensee shall well and truly observe, fulfill and perform each and every term of this License. In case of any breach of any condition of this License, any amount of the sum in the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and by a corporation licensed by the Arizona Insurance Commissioner to transact the business of a fidelity and surety insurance company, as surety, and said bond shall be approved by the City

Licensee and any contractors or subcontractors hired by Licensee shall have all required Arizona contractor's licenses for all work to be performed pursuant to this license. Licensee shall be responsible for requiring that contractors or subcontractors hired by it have the required insurance and bonding as required by the State of Arizona and the City.

6.6. Minimal Interference. The Industrial gas pipeline to be constructed, installed, operated, and/or maintained hereunder shall be located (or relocated) so as to interfere as little as possible with traffic or other authorized uses of the City's public streets, roads, alleys, or other public rights of way (whether above, below or at the surface thereof). Those phases of

construction, relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of the industrial gas pipeline herein provided for, shall be subject to regulation by the City Engineer. Although the exact placement and location of Licensee's Industrial gas pipeline shall be determined by City through the permit process. The City requests the Industrial gas pipeline be installed outside of the paved street areas whenever such location is feasible and reasonable.

Any privilege claimed under this License by the Licensee in any public street or other public property shall be subordinate to any prior or subsequent occupancy or use by the City or any other governmental entity, and shall be subordinate to any prior lawful occupancy or use by any other person, and shall be subordinate to any prior easements; provided, however, that nothing in this License shall extinguish or otherwise interfere with property rights established independently of this License.

6.7. Installation of Pipelines. All installations shall meet the standard specifications and requirements adopted by the City of Mesa.

(a) Licensee shall maintain As-Built Drawings of its facilities located within the public rights-of-way and easements, furnish a copy both (1) electronically in State Plane Coordinate System Arizona Central Zone, US feet North American Datum 1983 (NAD83) or CAD Format AutoCAD 2004 DWG or higher version tied to Public Land Survey System monuments and (2) in hard copy to the City. Licensee shall cooperate with the City to furnish such information in an electronic mapping format compatible with the then current City electronic mapping format upon completion of new or relocation construction of underground facilities in the public highways, public streets and public easements. Licensee shall provide the City with installation records in an electronic format compatible with the then current City electronic mapping format showing the location of the underground facilities. The Licensee shall comply with Arizona Revised Statutes § 40-360.21 *et seq.* by participating as a member of the Arizona Blue Stake Center (or other appropriate organization selected by the City) with the necessary records and persons to provide the location and identity of Licensee's underground facilities upon receipt of a locate call or as promptly thereafter as possible, but in no event later than two (2) working days after receipt of a locate call. A copy of their agreement or proof of membership shall be filed with the City.

(b) Licensee shall provide horizontal and vertical locations through offsets and stationing of their facilities, using a preferred horizontal datum, as requested by the City for City projects. In the event the horizontal and vertical locations are not known or provided, the Licensee shall reimburse the City for actual costs associated with locating or potholing their facilities.

6.8. Prompt Performance. Whenever the Licensee shall cause any opening or alteration whatsoever to be made for any purpose in any public streets or public places, the work shall be completed with due diligence within a reasonably prompt time, and the Licensee shall, upon the completion of such work, restore the property disturbed to as good condition or better condition as it was prior to such opening or alteration. If Licensee damages or disturbs the surface or subsurface of any public right-of-way, easement or adjoining public property or any public improvements or facility, the Licensee shall promptly, at its own expense, and in a manner reasonably acceptable to the City, repair the damage or disturbance. If the Licensee fails to

complete such repair within a reasonable time or in a manner reasonably acceptable to the City, then City may perform such repair and Licensee shall pay all the reasonable and fully documented direct costs expended in such repair of such City facility.

Licensee shall maintain a local agent within Maricopa County, who is familiar with the Licensee's facilities and who is responsible for satisfying the information needs of the City and other right-of-way users. Licensee shall be available to staff employees of any City department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Industrial gas pipeline.

6.9. Indemnifications. The Licensee shall hold the City harmless from any expenses and losses incurred as a result of injury or damage to the person or property of third person occasioned by the exercise of this License by Licensee.

(a). The Licensee shall indemnify and hold harmless the City, its Mayor and Councilmembers, officers, agents, employees, boards, and commissions ("Indemnitees") from and against all claims, damages, losses and expenses of any nature, including reasonable attorneys' fees sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever arising out of or resulting from the acts or omissions of the Licensee, its officers, agents, employees, contractors, successors or assigns or the performance of work by the Licensee and its agents, employees and contractors pursuant to this License or the installation, operation or maintenance of the Industrial gas pipeline authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this License, except to the extent contributed to by the negligence or willful misconduct of the Indemnitee(s). The amount and type of insurance coverage requirements set forth in this License will not be construed as limiting the scope of the indemnity stated in this section. In the event of any claim, demand or litigation specified in this section, the Indemnitee(s) shall give reasonable, prompt notice to the Licensee of such claim, demand or litigation. Failure of the Indemnitee(s) to promptly give such notice to the Licensee shall relieve the Licensee of its indemnity obligations hereunder to the extent it is prejudiced or damaged by such failure. The Licensee shall have reasonable control of the defense of any action or litigation, with cooperation of the Licensor, on such a claim or demand and all negotiations for the settlement or compromise of the same, except that the Licensee may not make any or accept any settlement or compromise without the Indemnitee(s)'s consent, which consent shall not be unreasonably withheld, conditioned or delayed (although ultimate determination for any such settlement which is to be funded by Licensee or its insurer will remain with the Licenses). The Indemnitee(s) shall cooperate with the Licensee in the defense and/or settlement of any claim, demand or litigation at the Licensee's expense. Nothing herein shall be deemed to prevent the Indemnitee(s) from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnitee(s)'s own counsel at the Indemnitee(s)'s own expense. No Indemnitee shall take any action to settle, to compromise or otherwise to make any payment, admission, or statement to or for the benefit of any third party claimant without the Licensee's written consent.

(b) The provisions of Section 6.9 shall not be dependent or conditioned upon the validity of this License and shall be and remain a binding right and obligation of the City and Licensee even if part or all of this License is declared null and void in a legal or administrative proceeding. It is the intent of Licensee and the City upon the effective date of this License that

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the provisions of Section 6.9 shall be a binding obligation of and inure to the benefit of Licensee and City and their respective successors and assigns, if any, even if part or all of this License is declared null and void in a legal or administrative proceeding.

(c) Licensee shall assume the risk of, and hereby relinquishes any claim against the City in connection with, any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Arizona law to issue this License.

(d) License agrees to obtain such insurance, as the City requires and provide proof of any such insurance, as required by the City. Licensee further agrees that it shall have no recourse against the City for monetary damages as a result of any damage that may result from the City's exercise of its rights under the License, or applicable provisions of law.

SECTION 7. DISCONTINUANCE; ABANDONMENT.

7.1. The line of any Licensee's customer whose service is discontinued shall be suitably capped off by the Licensee per City requirements.

7.2. If Licensee permanently abandons use of any Industrial gas pipeline, or any portion thereof, which Industrial gas pipeline the Licensee installed under or pursuant to this License, and Licensee affirmatively confirms such abandonment to the City in writing, then the City Engineer reserves the right to have the Licensee remove the abandoned facilities at the Licensee's expenses, with the removal in a safe manner acceptable to the City. Pipelines installed at 40 feet or greater below existing roadway grade maybe left in place after purging the gas, chopping the Industrial gas pipeline on both ends, and filling the same with a concrete mixture, if both parties agree. Licensee shall comply with Arizona Revised Statutes § 40-360.21 et seq. to identify abandoned facilities.

SECTION 8. RELOCATION COSTS.

8.1. City shall not bear any cost of relocation of the Licensee's Industrial gas pipeline for any reason. If Licensee is required to relocate its Industrial gas pipeline due to the construction of a public improvement, the City shall provide Licensee with as much advance written notice as reasonably possible before any required action of Licensee to relocate affected portions of the Industrial gas pipeline and shall cooperate with Licensee to identify a replacement and alternative public right-of-way for the relocation of affected portions of the Industrial gas pipeline. Promptly after service of notice by the City, City and Licensee shall cooperate to agree upon a removal schedule and alternative public right-of-way for re-location of the affected portions of the Industrial gas pipeline. Licensee shall promptly remove, as reasonably as possible, the designated portions of the Industrial gas pipeline, and if requested by City, Licensee, at its sole cost and expense, will restore the sidewalks and other rights-of-way damaged by Licensee's removal and relocation of the Industrial gas pipeline to a condition substantially comparable to the condition before removal and relocation of the Industrial gas pipeline. The City will make every reasonable effort to design and construct projects pursuant to this section so as to minimize relocation expenses to Licensee.

8.2. Licensee shall reimburse City for actual, direct damages (but not indirect consequential or punitive damages) incurred by the City as a result of delays in locations or relocations, as required by this paragraph, if caused by Licensee's negligence. It is agreed that the Licensee will be responsible for primary loss investigation, defense, and judgment, when this paragraph is applicable.

SECTION 9. CONFIDENTIAL NATURE OF REPORTS.

Unless required by judicial order or state law, the City, or any of its departments, agents, employees, shall not divulge any sales information as shown by any statements, letters, or otherwise furnished by the Licensee to substantiate payments under this License.

SECTION 10. CITY AUDIT OF FISCAL RECORDS.

The Licensee shall permit examinations of its records by the City as necessary and material to the determination of the performance of the License obligations and pursuant to applicable laws. Any License fees due to the City pursuant to such examination will be paid 30 days after Licensee receives a City invoice. The Licensee will reimburse the City for the cost of the audit in the event additional fees are owed to the City.

SECTION 11. NO TRANSFER; NON-EXCLUSIVITY.

The License hereby granted, and any rights or privileges arising therefrom, may not be transferred in whole or in part by the Licensee, its successors and assigns, unless a resolution consenting to such assignment has been adopted by the City Council; provided, however, that the foregoing shall not be deemed to require consent in the case of an assignment made to an affiliate of the Licensee or an assignment made as security pursuant to a mortgage and deed of trust, or any transfer made in enforcement of rights there under or by action of law, or in the case of a transfer pursuant to a merger or consolidation with or into another corporation which assumes the obligation of the Licensee hereunder. This License is not exclusive, and nothing contained herein shall be construed to prevent the City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted the City by Article 4, Chapter 5, Title 9, Arizona Revised Statutes.

SECTION 12. GENERAL PROVISIONS.

12.1. Severability. If any section, paragraph, subdivision, clause, phrase or provision of this License shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this License as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

12.2. Removal on Expiration. Upon the expiration of this License, if the Licensee shall not have acquired an extension or renewal thereof and accepted same, it may remove its Industrial gas pipeline within Mesa, Arizona, or, at its option, may continue for a reasonable period of time, not to exceed ninety (90) days, to operate its industrial gas pipeline within Mesa, Arizona, until a new license can be effected with the City.

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12.3 Revocation. The Licensee and Licensor agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue a License to Licensee under Arizona law, then this License shall be considered a revocable permit with a mutual right in either Party to terminate without cause upon giving sixty (60) days' notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and right of termination. If this License shall be considered a revocable permit as provided herein, the Licensee acknowledges the authority of the City Council under Title 9 of the Mesa City Code to issue a revocable permit and the power to revoke as provided herein.

12.4 Reservation. There is hereby reserved to the City every right and power which is required to be herein reserved or provided by any ordinance, the Mesa City Code or the Mesa Charter, and the Licensee, by its acceptance of this License, agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such rights or powers, heretofore or hereafter enacted or established, except those actions or requirements which have been found to be unlawful under state or federal law. Neither the granting of any License nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.

SECTION 13. TERMINATION OF LICENSE.

The License granted hereunder may be terminated prior to its date of expiration by the Licensor, upon providing written notice to Licensee of the basis for revocation and granting Licensee (60) days within which to cure, if any one of the following events occurs:


(a). The Licensee fails to comply with the material terms and conditions of the License or applicable law and does not remedy or cure such failure to comply within sixty (60) days ("Sixty-Day Cure Period") after its receipt of written notice thereof from City, provided that if such default cannot be cured within such sixty (60) day period, this period will be extended if Licensee commences to cure such default within such sixty (60) day period and proceeds diligently thereafter to effect such cure; provided, however, City may revoke the License and privileges granted hereunder without providing the Sixty-Day Cure Period if the City finds that Licensee's defect in performance under this License or applicable law is due to intentional misconduct, is a violation of criminal law or is part of a pattern of violations if Licensee has already had notice and an opportunity to cure the same alleged defect in past performance or applicable law;

(b). The Licensee is or becomes insolvent or is a party to a voluntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of Licensee as a going concern, or if there is any similar action that affects Licensee's capability to perform its obligations under this License;

(c). The Licensee is the subject of a petition for involuntary bankruptcy not dismissed within sixty (60) days.

14. NOTICE OF NON COMPLIANCE.

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The Mesa City Engineer may make written demand that the Licensee do or comply with any requirement, limitation, term, condition, rule or regulation applicable to the License granted herein. If the Licensee fails to cure the noncompliance within thirty (30) days following such written demand, or, if the noncompliance is non-monetary in nature and is not capable of being cured within thirty (30) days, and the cure has not been commenced within such thirty (30) day period and diligently pursued to completion, then the City Engineer may place a request for termination of the License.

15. RECITALS.

The Recitals set forth at the beginning of this License are incorporated by reference into this License as binding contractual terms

16. ENTIRE AGREEMENT

This License constitutes the entire agreement of the Parties regarding the matters set forth herein and may be amended or modified only by a written instrument signed by an authorized representative of each Party, except that Licensor may modify this License as necessary to comply with applicable laws and regulations. In the event that an amendment to this License is necessary in order for the Parties to comply with applicable laws and regulations, each Party must use good faith efforts to amend the License to effect such compliance. This License will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17. GOVERNING LAW.

This License will be governed by, enforced and construed in accordance with the laws of the State of Arizona, and any Party bringing a claim hereunder may bring such claim only in the Superior Court of Maricopa County, Arizona. The Parties hereby irrevocably designate this court as the only court of proper jurisdiction and venue for any actions or proceedings relating to this License and waive any objections or defenses relating to jurisdiction with respect to such action or proceeding. Each Party consents to service of process under the statutes and rules applicable to the Superior Court of Maricopa County, Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this License shall be Maricopa County, Arizona.

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CITY OF MESA, an Arizona municipal corporation

By: _____
Its: CITY MANAGER

ATTEST:

Dee Ann Mickelsen, City Clerk

APPROVED AS TO FORM

Deborah J. Spinner, City Attorney

STATE OF ARIZONA))ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Christopher J. Brady, the City Manager for the CITY OF MESA, an Arizona municipal corporation.

Notary Public

My Commission Expires:

"Matheson Tri-Gas, Inc., a Delaware corporation"

By: David Balthrop

Name: David Balthrop

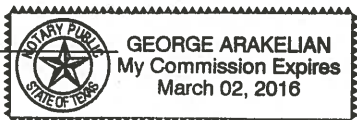
Title: Director - Engineering + Construction

STATE OF Texas)
County of Dallas) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 2014, by George Arakelian, the DOT Compliance Coor of Matheson, Inc., a _____ corporation, on behalf of the corporation.

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Notary Public

My commission expires:



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