UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2019

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM TO .

Commission File Number 001-38626

MESA AIR GROUP, INC.
(Exact name of registrant as specified in its charter)

Nevada	**85-0302351**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
410 North 44th Street, Suite 700 **Phoenix, Arizona 85008**	**85008**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (602) 685-4000

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange of Which Registered
Common Stock, no par value	MESA	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 31, 2019, the registrant had 31,413,287 shares of common stock, no par value per share, issued and outstanding.

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Where You Can Find More Information

Investors and others should note that we may announce material business and financial information to our investors using our investor relations website (http://investor.mesa-air.com/), SEC filings, webcasts, press releases, and conference calls. We use these mediums, including our website, to communicate with our members and public about our company, our products, and other issues. It is possible that the information that we make available may be deemed to be material information. We therefore encourage investors and others interested in our company to review the information that we make available on our website.

Cautionary Note Regarding Forward Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact contained in this Quarterly Report on Form 10-Q, including statements regarding our future results of operations and financial position, business strategy and plans, and objectives of management for future operations, are forward-looking statements. These statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as "may", "should", "expects", "might", "plans", "anticipates", "could", "intends", "target", "projects", "contemplates", "believes", "estimates", "predicts", "potential", "seek", "would", "continue", or the negative of these terms or other similar expressions. The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of risks, uncertainties and assumptions described in the "Risk Factors" section and elsewhere in this Quarterly Report on Form 10-Q. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Some of the key factors that could cause actual results to differ from our expectations include:

- the supply and retention of qualified airline pilots;
- the volatility of pilot attrition;
- dependence on, and changes to, or non-renewal of, our capacity purchase agreements;
- increases in our labor costs;
- reduced utilization (the percentage derived from dividing (i) the number of block hours actually flown during a given month under a particular capacity purchase agreement by (ii) the maximum number of block hours that could be flown during such month under the particular capacity purchase agreement) under our capacity purchase agreements;
- direct operation of regional jets by our major airline partners;
- the financial strength of our major airline partners;
- limitations on our ability to expand regional flying within the flight systems of our major airline partners' and those of other major airlines;
- our significant amount of debt and other contractual obligations;
- our compliance with ongoing financial covenants under our credit facilities; and
- our ability to keep costs low and execute our growth strategies.

While we may elect to update these forward-looking statements at some point in the future, whether as a result of any new information, future events, or otherwise, we have no current intention of doing so except to the extent required by applicable law.

Part I – Financial Information

Item 1. Financial Statements

MESA AIR GROUP, INC.
Condensed Consolidated Balance Sheets

(In thousands, except share amounts) (Unaudited)

	June 30, 2019	September 30, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 79,909	$ 103,311
Marketable securities	—	19,921
Restricted cash	3,647	3,823
Receivables, net	7,902	14,290
Expendable parts and supplies, net	20,268	15,658
Prepaid expenses and other current assets	46,425	40,914
Total current assets	158,151	197,917
Property and equipment, net	1,286,022	1,250,829
Intangibles, net	9,984	11,341
Lease and equipment deposits	1,977	2,598
Other assets	9,849	9,703
Total assets	$ 1,465,983	$ 1,472,388
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt and capital leases	$ 163,623	$ 155,170
Accounts payable ($4,859 and $1,330 to related party)	33,585	54,307
Accrued compensation	14,492	12,208
Other accrued expenses	34,152	29,696
Total current liabilities	245,852	251,381
Noncurrent liabilities:		
Long-term debt and capital leases, excluding current portion	717,546	760,177
Deferred credits ($6,288 and $7,702 to related party)	13,401	15,393
Deferred income taxes	50,695	39,797
Other noncurrent liabilities	25,755	31,173
Total noncurrent liabilities	807,397	846,540
Total liabilities	1,053,249	1,097,921
Commitments and contingencies (Note 13 and Note 14)		
Stockholders' equity:		
Preferred stock of no par value, 5,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock of no par value and additional paid-in capital, 125,000,000 shares authorized; 30,361,168 (2019) and 23,902,903 (2018) shares issued and outstanding, 4,603,333 (2019) and 10,614,990 (2018) warrants issued and outstanding	237,613	234,683
Retained earnings	175,121	139,784
Total stockholders' equity	412,734	374,467
Total liabilities and stockholders' equity	$ 1,465,983	$ 1,472,388

See accompanying notes to these condensed consolidated financial statements.

MESA AIR GROUP, INC.
Condensed Consolidated Statements of Operations

(In thousands, except per share amounts) (Unaudited)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2019	2018	2019	2018
Operating revenues:				
Contract revenue (2019—$93,683 and $282,048 and 2018—$90,834 and $266,037 from related party)	$ 170,366	$ 159,916	$ 510,586	$ 470,820
Pass-through and other (2019—$1,642 and $5,381 and 2018—$1,634 and $4,989 from related party)	9,858	11,823	24,941	33,243
Total operating revenues	180,224	171,739	535,527	504,063
Operating expenses:				
Flight operations	53,025	51,795	155,636	155,602
Fuel	211	151	433	349
Maintenance	54,322	48,290	139,504	154,046
Aircraft rent	12,875	17,975	41,104	54,557
Aircraft and traffic servicing	978	848	2,977	2,592
General and administrative	12,435	22,066	38,121	43,333
Depreciation and amortization	19,761	16,013	57,528	47,611
Lease termination	9,540	15,109	9,540	15,109
Total operating expenses	163,147	172,247	444,843	473,199
Operating income	17,077	(508)	90,684	30,864
Other (expenses) income, net:				
Interest expense	(13,496)	(14,118)	(42,110)	(41,592)
Interest income	733	11	1,188	30
Loss on extinguishment of debt	—	—	(3,616)	—
Other (expense) income, net	(451)	(15)	82	(117)
Total other (expense), net	(13,214)	(14,122)	(44,456)	(41,679)
Income (loss) before taxes	3,863	(14,630)	46,228	(10,815)
Income tax expense (benefit)	856	(3,495)	10,891	(24,676)
Net income (loss)	$ 3,007	$ (11,135)	$ 35,337	$ 13,861
Net income (loss) per share attributable to common shareholders				
Basic	$ 0.09	$ (0.48)	$ 1.02	$ 0.59
Diluted	$ 0.09	$ (0.48)	$ 1.01	$ 0.58
Weighted-average common shares outstanding				
Basic	34,835	23,336	34,683	23,298
Diluted	35,112	23,336	35,051	23,772

See accompanying notes to these condensed consolidated financial statements.

MESA AIR GROUP, INC.
Condensed Consolidated Statements of Stockholders' Equity

(In thousands, except share amounts) (Unaudited)

	Nine Months Ended June 30, 2018				
	Number of Shares	Number of Warrants	Common Stock and Additional Paid-In Capital	Retained Earnings	Total
Balance at September 30, 2017	11,294,083	12,230,625	$ 114,456	$ 107,768	$ 222,224
Stock compensation expense	—	—	428	—	428
Cumulative effect of change in accounting principle (See note 3)	—	—	—	665	665
Net income	—	—	—	22,624	22,624
Balance at December 31, 2017	11,294,083	12,230,625	$ 114,884	$ 131,057	$ 245,941
Stock compensation expense	—	—	391	—	391
Warrants converted to common stock	1,089,720	(1,089,720)	—	—	—
Restricted shares issued	10,412	—	—	—	—
Net income	—	—	—	2,372	2,372
Balance at March 31, 2018	12,394,215	11,140,905	$ 115,275	$ 133,429	$ 248,704
Stock compensation expense	—	—	390	—	390
Repurchased shares and warrants	(74,275)	(250,000)	(3,259)	—	(3,259)
Warrants converted to common stock	19,175	(19,175)	—	—	—
Restricted shares issued	233,515	—	326	—	326
Cumulative effect of change in accounting principle (See note 2)	—	—	—	(2,403)	(2,403)
Net income	—	—	—	(11,135)	(11,135)
Balance at June 30, 2018	12,572,630	10,871,730	$ 112,732	$ 119,891	$ 232,623

MESA AIR GROUP, INC.
Condensed Consolidated Statements of Stockholders' Equity

(In thousands, except share amounts) (Unaudited)

	Nine Months Ended June 30, 2019				
	Number of Shares	Number of Warrants	Common Stock and Additional Paid-In Capital	Retained Earnings	Total
Balance at September 30, 2018	23,902,903	10,614,990	$ 234,683	$ 139,784	$ 374,467
Stock compensation expense	—	—	1,454	—	1,454
Stock issuance costs	—	—	157	—	157
Net income	—	—	—	19,081	19,081
Balance at December 31, 2018	23,902,903	10,614,990	$ 236,294	$ 158,865	$ 395,159
Stock compensation expense	—	—	1,298	—	1,298
Repurchased shares	(52,967)	—	(449)	—	(449)
Stock issuance costs	—	—	28	—	28
Warrants converted to common stock	3,834,693	(3,834,693)	—	—	—
Restricted shares issued	284,846	—	—	—	—
Net income	—	—	—	13,249	13,249
Balance at March 31, 2019	27,969,475	6,780,297	237,171	172,114	409,285
Stock compensation expense	—	—	1,507	—	1,507
Repurchased shares	(116,757)	—	(1,065)	—	(1,065)
Warrants converted to common stock	2,176,964	(2,176,964)	—	—	—
Restricted shares issued	331,486	—	—	—	—
Net income	—	—	—	3,007	3,007
Balance at June 30, 2019	30,361,168	4,603,333	237,613	175,121	412,734

See accompanying notes to these condensed consolidated financial statements.

MESA AIR GROUP, INC.
Condensed Consolidated Statements of Cash Flows

(In thousands) (Unaudited)

	Nine Months Ended June 30,	
	2019	2018
Cash flows from operating activities:		
Net income	$ 35,337	$ 13,861
Adjustments to reconcile net income to net cash flows provided by operating activities:		
Depreciation and amortization	57,528	47,611
Stock compensation expense	4,259	1,209
Deferred income taxes	10,898	(22,139)
Amortization of unfavorable lease liabilities and deferred credits	(8,379)	(8,295)
Amortization of debt financing costs and accretion of interest on non-interest-bearing subordinated notes	3,147	3,577
Loss on extinguishment of debt	3,616	—
(Gain) loss on disposal of assets	(49)	276
Provision for obsolete expendable parts and supplies	477	74
Loss on lease termination	9,540	15,109
Changes in assets and liabilities:		
Receivables	5,903	(12,743)
Expendable parts and supplies	(5,076)	(677)
Prepaid expenses and other current assets	(7,861)	4,727
Accounts payable	(4,888)	8,361
Accrued liabilities	9,625	12,212
Net cash provided by operating activities	114,077	63,163
Cash flows from investing activities:		
Capital expenditures	(116,731)	(98,509)
Sales of investment securities	20,077	—
Net returns of lease and equipment deposits	621	(2,673)
Net cash used in investing activities	(96,033)	(101,182)
Cash flows from financing activities:		
Proceeds from long-term debt	163,658	187,703
Principal payments on long-term debt and capital leases	(197,409)	(158,170)
Debt financing costs	(4,870)	(5,767)
Debt prepayment costs	(1,672)	—
Stock issuance costs	185	—
Repurchase of stock	(1,514)	(540)
Net cash (used in) provided by financing activities	(41,622)	23,226
Net change in cash, cash equivalents and restricted cash	(23,578)	(14,793)
Cash, cash equivalents and restricted cash at beginning of period	107,134	60,347
Cash, cash equivalents and restricted cash at end of period	$ 83,556	$ 45,554
Supplemental cash flow information		
Cash paid for interest	$ 37,587	$ 35,199
Cash paid for income taxes, net	$ 415	$ 368
Supplemental non-cash investing and financing activities		
Accrued capital expenditures	$ 836	$ 1,087
Acquisition of capital leases	$ —	$ 10,473

See accompanying notes to these condensed consolidated financial statements.

1. Organization and Operations

About Mesa Air Group, Inc.

Headquartered in Phoenix, Arizona, Mesa Air Group, Inc. ("Mesa" or the "Company") is a holding company whose principal subsidiary, Mesa Airlines, Inc. ("Mesa Airlines"), operates as a regional air carrier providing scheduled passenger service to 138 cities in 42 states, the District of Columbia, Canada, Mexico, Cuba, and the Bahamas. As of June 30, 2019, Mesa operated a fleet of 145 aircraft with approximately 761 daily departures and 3,400 employees. Mesa operates all of its flights as either American Eagle or United Express flights pursuant to the terms of the capacity purchase agreements entered into with American Airlines, Inc. (“American”) and United Airlines, Inc. (“United”).

The financial arrangements between the Company and its major airline partners involve a revenue-guarantee arrangement (i.e. a "capacity purchase agreement") whereby the major airline pays a monthly guaranteed amount for each aircraft under contract, a fixed fee for each block hour (the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination) and flight flown and reimbursement of certain direct operating expenses in exchange for providing regional flying. The major airline partners also pay certain expenses directly to suppliers, such as fuel, ground operations and landing fees. Under the terms of these capacity purchase agreements, the major airline controls route selection, pricing and seat inventories, thereby reducing the Company's exposure to fluctuations in passenger traffic, fare levels, and fuel prices.

On August 8, 2018, the Company filed its Second Amended and Restated Articles of Incorporation, which, among other things: (i) effected a 2.5-for-1 stock split of its common stock; and (ii) increased the authorized number of shares of its common and preferred stock to 125,000,000 and 5,000,000, respectively. All references to share and per share amounts in the Company's condensed consolidated financial statements have been retrospectively revised to reflect the stock split and increase in authorized shares.

On August 14, 2018, the Company completed an initial public offering ("IPO") of its common stock, in which it issued and sold 9,630,000 shares (the "Firm Shares") of common stock at a public offering price of $12.00 per share, resulting in gross proceeds to the Company of approximately $115.6 million. Additionally, in connection with the IPO, the Company granted the underwriters an option to purchase up to an additional 1,444,500 shares of common stock at the same price. On September 11, 2018, the Company closed the sale of 1,344,500 shares ("Option Shares") of its common stock, in connection with the partial exercise of the overallotment option granted to the underwriters in its IPO. Of the 1,344,500 Option Shares sold, 723,985 were purchased directly from the Company and the remaining 620,515 shares were purchased directly from the selling shareholders. The Firm Shares and Option Shares were sold to the public for a price of $12.00 per share.

The sale of the Firm Shares and Option Shares raised gross proceeds of approximately $124.2 million. The Company did not receive any proceeds from the sale of the Option Shares by the selling shareholders. The Company received $111.7 million in net proceeds after deducting $8.7 million of underwriting discounts and commissions and $3.8 million in offering costs.

As part of the IPO, stock appreciation rights ("SARs") previously issued under the Mesa Air Group, Inc. Amended and Restated Stock Appreciation Rights Plan (the "SAR Plan"), which settled only in cash, were cancelled and exchanged for an aggregate of 1,266,034 shares of restricted common stock under the Company's 2018 Equity Incentive Plan (the "***2018 Plan***"), of which 966,022 were fully vested upon issuance and are included in the number of shares of common stock outstanding after the IPO. Of the 966,022 fully vested shares, 314,198 shares were retained by the Company to satisfy tax withholding obligations, resulting in a net issuance of 651,824 shares. Additionally, 983,113 shares of restricted common stock were issued to certain of its employees and directors under its 2018 Plan in exchange for the cancellation of 491,915 shares of existing unvested restricted phantom stock units and 491,198 shares of restricted stock under the 2011 and 2017 Plans, respectively.

American Capacity Purchase Agreement

As of June 30, 2019, the Company operated 62 CRJ-900 aircraft for American under a capacity purchase agreement (the "American Capacity Purchase Agreement"). Unless otherwise extended or amended, the capacity purchase agreement for the aircraft expires between 2021 and 2025. In exchange for providing flights and all other services under the agreement, the Company receives a fixed monthly minimum amount per aircraft, plus certain additional amounts based upon the number of flights and block hours flown during the month. In addition, the Company may also receive incentives or pay penalties based upon the Company's operational performance, including controllable on-time departure and controllable completion percentages. American also reimburses the Company for the actual amount incurred for certain items such as passenger liability and hull insurance, and aircraft property taxes. In addition, American also provides, at no cost to the Company, certain ground handling and customer service functions, as well as airport-related facilities and fuel. The Company also receives a monthly profit margin payment from American based on the number of aircraft operating. The capacity purchase agreement is subject to early termination for cause under specified circumstances and subject to the Company's right to cure under certain conditions. American had a 7.2% ownership interest in the Company, calculated on a fully-diluted basis as of June 30, 2019, and September 30, 2018. The related party amounts presented on the condensed consolidated balance sheets and statements of operations pertain to American.

On January 31, 2019, the Company entered into an amendment to the American Capacity Purchase Agreement, the terms of which provide for new and revised operational performance metrics, the Company's right to earn additional incentive compensation based on the achievement of such metrics, and the right of American to permanently withdraw up to six (6) aircraft in the event the Company fails to meet such new/revised performance metrics. Under the terms of such amendment the Company agreed, effective April 2, 2019, to convert two (2) aircraft to be utilized by the Company as operational spares in the Company's sole discretion throughout its system.

In July 2019, American exercised its right to permanently withdraw two (2) aircraft from the American Capacity Purchase Agreement due to the Company's failure to meet certain performance metrics. The Company's inability to use its operational spares during this measurement period contributed to the Company's failure to meet such performance metrics.

United Capacity Purchase Agreement

As of June 30, 2019, the Company operated 20 CRJ-700 and 60 E-175 aircraft for United under a capacity purchase agreement (the "United Capacity Purchase Agreement"). Subject to certain early termination rights, the capacity purchase agreement for each of the 20 CRJ-700 aircraft expires between August and December 2019. Subject to early termination rights, the capacity purchase agreement for 30 of the E-175 aircraft (owned by United) expires between June 2019 and August 2020, subject to United's right to extend for four additional two-year terms (maximum of eight years). Subject to early termination rights, the capacity purchase agreement for 18 of the E-175 aircraft (owned by Mesa) expires between January 2028 and November 2028. The Company has an agreement with United to continue to operate the E-175 aircraft that began expiring in June 2019, pending the negotiation of a definitive agreement between the parties. While the Company does not have a similar arrangement with United regarding the CRJ-700 aircraft that begin expiring on August 31, 2019, the Company expects to continue to operate such aircraft as part of these overall discussions with United.

During fiscal 2017, the Company and United expanded the capacity purchase agreement to include, subject to early termination rights, an additional 12 E-175 aircraft (purchased by United) with the aircraft entering service through January 2018 for five-year terms, subject to United's right to extend for four additional two-year terms (maximum of eight years). In exchange for performing the flight services under such agreement, the Company receives from United a fixed monthly minimum amount per aircraft, plus certain additional amounts based upon the number of flights and block hours flown during the month. Additionally, certain costs incurred by the Company in performing the flight services are "pass-through" costs, whereby United agrees to reimburse the Company for the actual amounts incurred for the following items: property tax per aircraft, passenger liability insurance, and additionally for the E-175 aircraft owned by United, heavy airframe and engine maintenance, landing gear, auxiliary power units ("APU") and component maintenance. The Company also receives a profit margin based upon certain reimbursable costs under the agreement, as well as its operational performance in addition to a fixed profit margin. The capacity purchase agreement is also subject to early termination for cause under specified circumstances and subject to the Company's right to cure under certain circumstances. United is also permitted, subject to certain conditions, to terminate the agreement early in its discretion by giving Mesa notice of 90 days or more.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company and its wholly owned operating subsidiaries. Any reference in these notes to applicable guidance is meant to refer to the authoritative United States generally accepted accounting principles as found in the Accounting Standards Codification ("ASC") and Accounting Standards Update ("ASU") of the Financial Accounting Standards Board ("FASB"). All intercompany accounts and transactions have been eliminated in consolidation.

These condensed consolidated financial statements should be read in conjunction with, the Company's audited consolidated financial statements and notes thereto as of and for the year ended September 30, 2018 included in the Company's Annual Report on Form 10-K for the year ended September 30, 2018 on file with the U.S. Securities and Exchange Commission (the "SEC"). Information and footnote disclosures normally included in financial statements have been condensed or omitted in these condensed consolidated financial statements pursuant to the rules and regulations of the SEC and GAAP. These condensed consolidated financial statements reflect all adjustments that, in the opinion of management, are necessary to present fairly the results of operations for the interim periods presented.

The Company is an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act,") and may remain an emerging growth company until the last day of its fiscal year following the fifth anniversary of the IPO, subject to specified conditions. The JOBS Act provides that an emerging growth company can take advantage of the extended transition period afforded by the JOBS Act for the implementation of new or revised accounting standards. The Company has elected to "opt out" of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

Adoption of New Revenue Standard

On October 1, 2018, the Company adopted ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09" or "ASC 606") using the modified retrospective method. See Note 3: "Recent Accounting Pronouncements" for more information. To conform to ASC 606, the Company modified its revenue recognition policy as described below.

Revenue Recognition

The Company recognizes revenue when the service is provided under its capacity purchase agreements. Under these agreements, the major airline partners generally pay a fixed monthly minimum amount per aircraft, plus certain additional amounts based upon the number of flights and block hours flown. The contracts also include reimbursement of certain costs incurred by the Company in performing flight services. These costs, known as "pass-through costs," may include passenger and hull insurance as well as aircraft property taxes. Additionally, for the E-175 aircraft owned by United, the capacity purchase agreement provides that United will reimburse the Company for heavy airframe and engine maintenance, landing gear, APUs and component maintenance. The Company also receives compensation under its capacity purchase agreements for heavy maintenance expenses at a fixed hourly rate or per aircraft rate for all aircraft in scheduled service other than the E-175 aircraft owned by United. The contracts also include a profit margin on certain reimbursable costs, as well as a profit margin, incentives and penalties based on certain operational benchmarks. The Company is eligible to receive incentive compensation upon the achievement of certain performance criteria defined in the capacity purchase agreements. At the end of each period during the term of an agreement, the Company calculates the incentives achieved during that period and recognizes revenue attributable to the agreement during the period accordingly, subject to the variable constraint guidance under ASC 606. All revenue recognized under these contracts is presented as the gross amount billed to the major airline partners.

Under the capacity purchase agreements, the Company has committed to perform various activities that can be generally classified into in-flight services and maintenance services. When evaluating these services, the Company determined that the nature of its promise is to provide a single integrated service, flight services, because its contracts require integration and assumption of risk associated with both services to effectively deliver and provide the flights as scheduled over the contract term. Therefore, the in-flight services and maintenance services are inputs to that combined integrated flight service. Both the services occur over the term of the agreement and the performance of maintenance services significantly effects the utility of the in-flight services. The Company's individual flights flown under the capacity purchase agreements are deemed to be distinct and the flight service promised in the capacity purchase agreements represents a series of services that should be accounted for as a single performance obligation. This single performance obligation is satisfied over time as the flights are completed. Therefore, revenue is recognized when each flight is completed.

In allocating the transaction price, variable payments (i.e. billings based on flights and block hours flown, pass-through costs, etc.) that relate specifically to the Company's efforts in performing flight services are recognized in the period in which the individual flight is completed. The Company has concluded that allocating the variability directly to the individual flights results in an overall allocation meeting the objectives in ASC 606. This results in a pattern of revenue recognition that follows the variable amounts billed from the Company to their customers.

A portion of the Company's compensation under its capacity purchase agreements with American and United is designed to reimburse the Company for certain aircraft ownership costs. The Company has concluded that a component of its revenue under these agreements is deemed to be lease revenue, as such agreements identify the "right of use" of a specific type and number of aircraft over a stated period-of-time. The lease revenue associated with the Company's capacity purchase agreements is accounted for as an operating lease and is reflected as contract revenue on the Company's condensed consolidated statements of operations. The Company recognized $54.5 million and $53.5 million of lease revenue for the three months ended June 30, 2019 and 2018, respectively, and $164.5 million and $162.0 million of lease revenue for the nine months ended June 30, 2019 and 2018, respectively. The Company has not separately stated aircraft rental income and aircraft rental expense in the condensed consolidated statements of operations because the use of the aircraft is not a separate activity of the total service provided.

The Company's capacity purchase agreements are renewable periodically and contain provisions pursuant to which the parties could terminate their respective agreements, subject to certain conditions as described in Note 1. The capacity purchase agreements also contain terms with respect to covered aircraft, services provided and compensation as described in Note 1. The capacity purchase agreements are amended from time to time to change, add or delete terms of the agreements.

The Company's revenues could be impacted by a number of factors, including amendment or termination of its capacity purchase agreements, contract modifications resulting from contract renegotiations, its ability to earn incentive payments contemplated under applicable agreements, and settlement of reimbursement disputes with the Company's major airline partners. In the event contracted rates are not finalized at a quarterly or annual financial statement date, the Company evaluates the enforceability of its contractual terms and when it has an enforceable right, it estimates the amount the Company expects to be entitled to that is subject to the ASC 606 constraint.

The Company's capacity purchase agreements contain an option that allows its major airline partners to assume the contractual responsibility for procuring and providing the fuel necessary to operate the flights that it operates for them. Both of the Company's major airline partners have exercised this option. Accordingly, the Company does not record an expense or revenue for fuel and related fueling costs for flying under its capacity purchase agreements. In addition, the Company's major airline partners also provide, at no cost to the Company, certain ground handling and customer service functions, as well as airport-related facilities and gates at their hubs and other cities. Services and facilities provided by the Company's major airline partners at no cost are presented net in its condensed consolidated financial statements; hence, no amounts are recorded for revenue or expense for these items.

Contract Liabilities

Contract liabilities consist of deferred credits for cost reimbursements from major airline partners related to aircraft modifications associated with capacity purchase agreements and pilot training. The deferred credits are recognized over time depicting the pattern of transfer of control of services resulting in ratable recognition of revenue over the remaining term of the capacity purchase agreements.

Current and non-current deferred credits are recorded to other accrued expenses and non-current deferred credits in the condensed consolidated balance sheets. The Company's total current and non-current deferred credit balances at June 30, 2019 and September 30, 2018 are $13.4 million and $15.4 million, respectively. The Company recognized $1.3 million and $1.0 million of the deferred credits to revenue in the condensed consolidated statements of operations during the three months ended June 30, 2019 and 2018, respectively, and $3.8 million and $3.2 million during the nine months ended June 30, 2019 and 2018, respectively.

Contract Assets

The Company recognizes assets from the costs incurred to fulfill a contract including aircraft painting and reconfiguration and flight service personnel training costs. These costs are amortized based on the pattern of transfer of the services in relation to flight hours over the term of the contract. Contract assets are recorded as other assets in the condensed consolidated balance sheets. The Company's contract assets balances at June 30, 2019 and September 30, 2018 are $4.5 million and $4.6 million, respectively. Contract cost amortization was $0.6 million and $0.5 million for the three months ended June 30, 2019 and 2018, respectively, and $1.8 million and $1.4 million for the nine months ended June 30, 2019 and 2018, respectively.

Use of Estimates

The preparation of the Company's condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses and the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements. Actual results could differ from those estimates.

Maintenance Expense

The Company operates under a Federal Aviation Administration ("FAA") approved continuous inspection and maintenance program. The Company uses the direct expense method of accounting for its maintenance of regional jet engine overhauls, airframe, landing gear, and normal recurring maintenance wherein the Company recognizes the expense when the maintenance work is completed, or over the repair period, if materially different. For leased aircraft, the Company is subject to lease return provisions that require a minimum portion of the "life" of an overhaul be remaining on the engine at the lease return date. The Company estimates the cost of maintenance lease return obligations and accrues such costs over the remaining lease term when the expense is probable and can be reasonably estimated.

Under the Company's aircraft operating lease agreements and FAA operating regulations, it is obligated to perform all required maintenance activities on its fleet, including component repairs, scheduled air frame checks and major engine restoration events. The Company estimates the timing of the next major maintenance event based on assumptions including estimated usage, FAA-mandated maintenance intervals and average removal times as recommended by the manufacturer. The timing and the cost of maintenance are based on estimates, which can be impacted by changes in utilization of its aircraft, changes in government regulations and suggested manufacturer maintenance intervals. Major maintenance events consist of overhauls to major components.

Engine overhaul expense totaled $11.4 million and $13.1 million for the three months ended June 30, 2019, and 2018, respectively, of which $1.9 million and $4.6 million, respectively, was pass-through expense. Engine overhaul expense totaled $20.7 million and $46.2 million for the nine months ended June 30, 2019, and 2018, respectively, of which $3.0 million and $9.8 million, respectively, was pass-through expense. Airframe C-check expense totaled $4.4 million and $6.3 million for the three months ended June 30, 2019, and 2018, respectively, of which $0 million and $1.6 million, respectively, was pass-through expense. Airframe C-check expense totaled $10.6 million and $19.8 million for the nine months ended June 30, 2019, and 2018, respectively, of which $0 million and $7.3 million, respectively, was pass-through expense.

Change in Accounting Policy

Stock Appreciation Rights (“SARs”) and Phantom Stock historically were accounted for as liability compensatory awards under ASC 710, Compensation – General, valued using the intrinsic value method, as permitted by ASC 718, Compensation – Stock Compensation, for nonpublic entities. Upon becoming a public company, as defined in ASC 718, in the third quarter of fiscal 2018, the Company was required to change its methodology for valuing the SARs and Phantom Stock. The SARs and Phantom Stock were re-measured at each quarterly reporting date and were accounted for prospectively at fair value using a Black-Scholes fair value pricing model until they were converted to restricted stock awards upon completion of the Company’s IPO. The Company recorded the impact of the change in valuation methods as a cumulative effect of a change in accounting principle, as permitted by ASC 250, Accounting Changes and Error Corrections. The effect of the change increased the SARs and Phantom Stock liability by $2.4 million which was the difference in compensation cost measured using the intrinsic value method and the fair value method. An equal and offsetting change to retained earnings in the consolidated balance sheet was recorded with the revaluation. Any future changes in fair value were recorded as compensation expense in the consolidated statement of operations. Upon completion of the Company’s IPO the SARs and Phantom Stock were cancelled and exchanged for shares of restricted stock under our 2018 Plan.

3. Recent Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606). ASC 606 establishes a new recognition model that requires revenue to be recognized in a manner to depict the transfer of goods or services to a customer at an amount that reflects the consideration expected to be entitled in exchange for those goods or services. On October 1, 2018, the Company adopted this ASU using the modified retrospective method. Under the new standard, the Company concluded that, in addition to the aircraft lease, the individual flights are distinct services and the flight services promised in the capacity purchase agreements represent a series of services that should be accounted for as a single performance obligation. Revenue is recognized over time as the flights are completed. The adoption of this ASU did not have an impact on recorded amounts when applied to the opening balance sheet as of October 1, 2018. The adoption did not impact the condensed consolidated financial statements presented other than the disclosures noted in Note 2.

In January 2016, the FASB issued ASU No. 2016-01, Financial Instruments—Overall (Subtopic 825-10), Recognition and Measurement of Financial Assets and Financial Liabilities ("ASU 2016-01"), which provides guidance related to the classification and measurement of financial instruments. The guidance primarily impacts the accounting for equity investments other than those accounted for using the equity method of accounting, financial liabilities under the fair value option and the presentation and disclosure requirements for financial instruments. The accounting for other financial instruments, such as loans, investments in debt securities and financial liabilities is largely unchanged. The guidance is effective for fiscal years beginning after December 15, 2017 with early adoption permitted. The Company has adopted ASU 2016-01 effective October 1, 2018; the adoption of this standard did not have a material impact on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which was subsequently amended and clarified and provides guidance requiring lessees to recognize a right-of-use asset and a lease liability on the balance sheet for substantially all leases, with the exception of short-term leases. Leases will be classified as either financing or operating, with classification affecting the pattern of expense recognition in the statement of income. The guidance is effective for annual periods beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating the potential impact of adopting this new guidance on its condensed consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments (a consensus of the FASB Emerging Issues Task Force), which clarifies how certain cash receipts and cash payments are presented and classified in the statement of cash flows. The new standard is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. The Company adopted the standard effective October 1, 2018; the adoption of this standard did not have a material impact on the financial statements.

In November 2016, the FASB issued ASU No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force), that requires restricted cash and cash equivalents to be included with cash and cash equivalents on the statement of cash flows. The new standard is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. The Company adopted the standard effective October 1, 2018 and modified the presentation to include changes in restricted cash in the Company's Condensed Consolidated Statement of Cash Flows.

4. Concentrations

At June 30, 2019, the Company had capacity purchase agreements with American and United. All of the Company's condensed consolidated revenue for the nine months ended June 30, 2019 and 2018 and accounts receivable at June 30, 2019 and September 30, 2018 was derived from these agreements. The terms of both the American and United capacity purchase agreements are not aligned with the lease obligations on the aircraft performing services under such agreements.

Amounts billed by the Company under capacity purchase agreements are subject to the Company's interpretation of the applicable capacity purchase agreement and are subject to audit by the Company's major airline partners. Periodically, the Company's major airline partners dispute amounts billed and pay amounts less than the amount billed. Ultimate collection of the remaining amounts not only depends upon the Company prevailing under the applicable audit, but also upon the financial well-being of the major airline partner. As such, the Company periodically reviews amounts past due and records a reserve for amounts estimated to be uncollectible. The allowance for doubtful accounts was $1.2 million and $1.3 million at June 30, 2019 and September 30, 2018, respectively. If the Company's ability to collect these receivables and the financial viability of its partners is materially different than estimated, the Company's estimate of the allowance could be materially impacted.

American accounted for approximately 53% and 54% of the Company's total revenue for the three months ended June 30, 2019 and 2018, respectively, and 54% and 57% for the nine months ended June 30, 2019 and 2018, respectively. United accounted for approximately 47% and 46% of the Company's revenue for the three months ended June 30, 2019 and 2018, respectively, and 46% and 43% for the nine months ended June 30, 2019 and 2018, respectively. A termination of either the American or the United capacity purchase agreement would have a material adverse effect on the Company's business prospects, financial condition, results of operations, and cash flows.

5. Intangible Assets

Information about the intangible assets of the Company at June 30, 2019 and September 30, 2018, were as follows (in thousands):

	June 30, 2019	September 30, 2018
Customer relationship	$ 43,800	$ 43,800
Accumulated amortization	(33,816)	(32,459)
	$ 9,984	$ 11,341

Total amortization expense recognized was approximately $0.5 million and $0.1 million for the three months ended June 30, 2019 and 2018, respectively, and $1.4 million and $0.3 million for the nine months ended June 30, 2019 and 2018, respectively. The Company expects to record amortization expense of $0.5 million for the remainder of 2019, and $1.5 million, $1.2 million, $1.0 million, $0.9 million for fiscal years 2020, 2021, 2022, and 2023 respectively.

6. Balance Sheet Information

Certain significant amounts included in the Company's condensed consolidated balance sheet as of June 30, 2019 and September 30, 2018, consisted of the following (in thousands):

	June 30, 2019	September 30, 2018
Expendable parts and supplies, net:		
Expendable parts and supplies	$ 23,957	$ 18,907
Less: obsolescence and other	(3,689)	(3,249)
	$ 20,268	$ 15,658
Prepaid expenses and other current assets:		
Prepaid aircraft rent	$ 39,785	$ 30,267
Unutilized manufacturer credits	1,500	4,500
Deferred offering and reimbursed costs	2,090	1,945
Other	3,050	4,202
	$ 46,425	$ 40,914
Property and equipment, net:		
Aircraft and other flight equipment substantially pledged	$ 1,577,052	$ 1,502,940
Other equipment	4,757	3,721
Leasehold improvements	2,797	2,754
Vehicles	924	692
Building	699	699
Furniture and fixtures	291	287
Total property and equipment	1,586,520	1,511,093
Less: accumulated depreciation	(300,498)	(260,264)
	$ 1,286,022	$ 1,250,829
Other accrued expenses:		
Accrued property taxes	$ 7,667	$ 6,981
Accrued interest	7,729	6,118
Accrued vacation	5,894	5,470
Accrued wheels, brakes and tires	1,567	1,452
Other	11,295	9,675
	$ 34,152	$ 29,696

Depreciation expense totaled approximately $19.3 million and $15.9 million for the three months ended June 30, 2019 and 2018, respectively, and $56.2 million and $47.3 million for the nine months ended June 30, 2019 and 2018, respectively.

The Company recorded amortization of the unfavorable lease liability for approximately $1.4 million and $1.7 million for the three months ended June 30, 2019 and 2018, respectively, and $4.5 million and $5.1 million for the nine months ended June 30, 2019 and 2018, respectively, as a reduction to lease expense.

7. Fair Value Measurements

The carrying values reported in the condensed consolidated balance sheets for cash and cash equivalents, accounts receivable, and accounts payable approximate fair value because of the immediate or short-term maturity of these financial instruments. Marketable securities are reported at fair value based on market quoted prices in the condensed consolidated balance sheets.

The Company's debt agreements are not traded on an active market. The Company has determined the estimated fair value of its debt to be Level 3, as certain inputs used to determine the fair value of these agreements are unobservable and, therefore, could be sensitive to changes in inputs. The Company utilizes the discounted cash flow method to estimate the fair value of Level 3 debt.

The carrying value and estimated fair value of the Company's long-term debt, including current maturities, were as follows (in thousands):

	June 30, 2019		September 30, 2018	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term debt, including current maturities(1)	$ 896,730	$ 917,265	$ 930,207	$ 926,229

(1) Current and prior period long-term debts' carrying and fair values exclude net debt issuance costs.

8. Long-Term Debt and Other Borrowings

Long-term debt as of June 30, 2019 and September 30, 2018, consisted of the following (in thousands):

	June 30, 2019	September 30, 2018
Notes payable to financial institution, collateralized by the underlying aircraft, due 2019(1)(2)	$ —	$ 4,428
Notes payable to financial institution, collateralized by the underlying aircraft, due 2022(3)(4)	54,513	69,340
Notes payable to financial institution, collateralized by the underlying aircraft, due 2024(5)	64,090	72,438
Senior and subordinated notes payable to secured parties, collateralized by the underlying aircraft, due 2027(6)	113,861	122,591
Notes payable to secured parties, collateralized by the underlying aircraft, due 2028(7)	200,322	209,240
Senior and subordinated notes payable to secured parties, collateralized by the underlying aircraft, due 2028(8)	156,573	167,269
Senior and subordinated notes payable to secured parties, collateralized by the underlying aircraft, due 2022(17)	77,910	95,060
Notes payable to financial institution, collateralized by the underlying equipment, due 2022(9)	—	88,162
Senior and subordinated notes payable to secured parties, collateralized by the underlying aircraft, due 2022(10)	51,421	63,403
Notes payable to financial institution, collateralized by the underlying equipment, due 2020(11)	2,073	3,318
Notes payable to financial institution due 2020(12)	2,837	4,360
Notes payable to financial institution, collateralized by the underlying equipment, due 2020(13)	9,753	14,971
Notes payable to financial institution due 2019(14)	—	5,896
Working capital draw loan, collateralized by certain flight equipment and spare parts(15)	—	—
Other obligations due to financial institution, collateralized by the underlying equipment, due 2023(16)	8,840	9,731
Notes payable to financial institution, collateralized by the underlying equipment, due 2024(18)	84,537	—
Notes payable to financial institution, collateralized by the underlying aircraft, due 2023(19)	70,000	—
Total long-term debt	896,730	930,207
Less current portion	(163,623)	(155,170)
Less unamortized debt issuance costs	(15,561)	(14,860)
Long-term debt—excluding current portion	$ 717,546	$ 760,177

(1) In fiscal 2005, the Company financed five CRJ-900 aircraft with $118.0 million in debt. The debt bears interest at the monthly London Inter-bank Offered Rate ("LIBOR"), plus 3.00% and requires monthly principal and interest payments.

(2) In fiscal 2004, the Company financed five CRJ-700 and nine CRJ-900 aircraft with $254.7 million in debt. The debt bears interest at the monthly LIBOR plus 3.00% and requires monthly principal and interest payments.

(3) In fiscal 2007, the Company financed three CRJ-900 and three CRJ-700 aircraft for $120.3 million. The debt bears interest at the monthly LIBOR plus 2.25% (4.638% at June 30, 2019) and requires monthly principal and interest payments.

(4) In fiscal 2014, the Company financed 10 CRJ-900 aircraft for $88.4 million. The debt bears interest at the monthly LIBOR plus a spread ranging from 1.95% to 7.25% (4.338% to 9.638% at June 30, 2019) and requires monthly principal and interest payments.

(5) In fiscal 2014, the Company financed eight CRJ-900 aircraft with $114.5 million in debt. The debt bears interest at 5.00% and requires monthly principal and interest payments.

(6) In fiscal 2015, the Company financed seven CRJ-900 aircraft with $170.2 million in debt. The senior notes payable of $151.0 million bear interest at monthly LIBOR plus 2.71% (5.098% at June 30, 2019) and require monthly principal and interest payments. The subordinated notes payable are noninterest-bearing and become payable in full on the last day of the term of the notes. The Company has imputed an interest rate of 6.25% on the subordinated notes payable and recorded a related discount of $8.1 million, which is being accreted to interest expense over the term of the notes.

(7) In fiscal 2016, the Company financed 10 E-175 aircraft with $246.0 million in debt under an EETC financing arrangement (see discussion below). The debt bears interest ranging from 4.75% to 6.25% and requires semi-annual principal and interest payments.

(8) In fiscal 2016, the Company financed eight E-175 aircraft with $195.3 million in debt. The senior notes payable of $172.0 million bear interest at the three-month LIBOR plus a spread ranging from 2.20% to 2.32% (4.500% to 4.652% at June 30, 2019) and require quarterly principal and interest payments. The subordinated notes payable bear interest at 4.50% and require quarterly principal and interest payments.

(9) In fiscal 2017, the Company financed certain flight equipment with $99.1 million in debt. The debt bears interest at the monthly LIBOR (rounded to the nearest 16th) plus 7.25% (9.638% at June 30, 2019) and requires monthly principal and interest payments.

(10) In December 2017, the Company refinanced nine CRJ-900 aircraft with $74.9 million in debt. The senior notes payable of $46.9 million bear interest at the three-month LIBOR plus 3.50% (5.832% at June 30, 2019) and require quarterly principal and interest payments. The subordinated notes payable bear interest at the three-month LIBOR plus 4.50% (6.832% at June 30, 2019) and require quarterly principal and interest payments.

(11) In fiscal 2015, the Company financed certain flight equipment with $8.3 million in debt. The debt bears interest at 5.163% and requires monthly principal and interest payments.

(12) In fiscal 2015 and 2016, the Company financed certain flight equipment maintenance costs with $10.2 million in debt. The debt bears interest at the monthly LIBOR plus 3.07% (5.402% at June 30, 2019) and requires quarterly principal and interest payments.

(13) In fiscal 2016 and 2017, the Company financed certain flight equipment maintenance costs with $11.9 million in debt. The debt bears interest at the three-month LIBOR plus a spread ranging from 2.93% to 2.96% (5.262% to 5.292% at June 30, 2019) and requires quarterly principal and interest payments. The debt is subject to a fixed charge ratio covenant. As of June 30, 2019, the Company was in compliance with this covenant.

(14) In fiscal 2017, the Company financed certain flight equipment maintenance costs with $25 million in debt. The debt bears interest at the three-month LIBOR plus 3.30% (5.632% at June 30, 2019) and requires quarterly principal and interest payments. The debt is subject to a fixed charge ratio covenant. As of June 30, 2019, the Company was in compliance with this covenant.

(15) In fiscal 2016, the Company obtained a $35.0 million working capital draw loan, which terminates in August 2019. Interest is assessed on drawn amounts at one-month LIBOR plus 4.25% (6.638% at June 30, 2019). As of June 30, 2019, there were no borrowings outstanding under this facility. The working capital draw loan is subject to an interest and rental coverage ratio covenant. As of June 30, 2019, the Company was in compliance with this covenant.

(16) In February 2018, the Company leased two spare engines. The leases were determined to be capital as the leases contain a bargain purchase option at the end of the term. Imputed interest is 9.128% and the leases requires monthly payments.

(17) In June 2018, the Company refinanced six CRJ-900 aircraft with $27.5 million in debt and financed nine CRJ-900 aircraft, which were previously leased, with $69.6 million in debt. The senior notes payable of $65.8 million bear interest at the three-month LIBOR plus 3.50% (5.832 % at June 30, 2019) and require quarterly principal and interest payments. The subordinated notes payable of $29.8 million bear interest at three month LIBOR plus 7.50% (9.832% at June 30, 2019) and require quarterly principal and interest payments.

(18) In January 2019, the Company financed certain flight equipment with $91.2 million in debt. The debt bears interest at the monthly LIBOR plus 3.10% (5.488% at June 30, 2019) and requires monthly principal and interest payments.

(19) In June 2019, the Company financed ten CRJ-700 aircraft with $70.0 million in debt, which were previously leased. The debt bears interest at the monthly LIBOR plus 5.25% (7.638% at June 30, 2019) and requires monthly principal and interest payments.

Principal maturities of long-term debt as of June 30, 2019, and for each of the next five years are as follows (in thousands):

Periods Ending September 30,	Total Principal Amount
Remainder of 2019	$ 45,182
2020	164,734
2021	159,839
2022	150,819
2023	101,247
Thereafter	274,909
	$ 896,730

The net book value of collateralized aircraft and equipment as of June 30, 2019 was $1,203.0 million.

In December 2015, an Enhanced Equipment Trust Certificate ("EETC") pass-through trust was created to issue pass-through certificates to obtain financing for new E-175 aircraft. At June 30, 2019 Mesa has $200.3 million of equipment notes outstanding issued under the EETC financing included in long-term debt on the condensed consolidated balance sheets. The structure of the EETC financing consists of a pass-through trust created by Mesa to issue pass-through certificates, which represent fractional undivided interests in the pass-through trust and are not obligations of Mesa.

The proceeds of the issuance of the pass-through certificates were used to purchase equipment notes which were issued by Mesa and secured by its aircraft. The payment obligations under the equipment notes are those of Mesa. Proceeds received from the sale of pass-through certificates were initially held by a depositary in escrow for the benefit of the certificate holders until Mesa issued equipment notes to the trust, which purchased such notes with a portion of the escrowed funds.

Mesa evaluated whether the pass-through trust formed for its EETC financing is a Variable Interest Entity ("VIE") and required to be consolidated. The pass-through trust was determined to be a VIE, however, the Company has determined that it does not have a variable interest in the pass-through trust, and therefore, has not consolidated the pass-through trust with its financial statements.

On June 27, 2018, the Company refinanced $16.0 million of debt on six CRJ-900 aircraft with $27.5 million of debt, resulting in net cash proceeds to the Company of $10.4 million after transaction related fees. The notes payable require quarterly payments of principal and interest through fiscal 2022 bearing interest at LIBOR plus 3.50%.

On June 28, 2018, the Company purchased nine CRJ-900 aircraft, which were previously leased under its aircraft lease facility with Wells Fargo Bank Northwest, National Association, as owner trustee and lessor (the "GECAS Lease Facility"), for $76.5 million. The Company financed the aircraft purchase with $69.6 million in new debt and proceeds from the June 2018 refinancing of six CRJ-900 aircraft. The notes payable of $69.6 million require quarterly payments of principal and interest through fiscal 2022 bearing interest at LIBOR plus a spread ranging from 3.50% for the senior promissory notes to 7.50% for the subordinated promissory notes. The Company recorded non-cash lease termination expense of $15.1 million in connection with the lease buyout. Also, as part of the transaction, the Company (i) received $4.5 million of future goods and services credits and $5.6 million of loan forgiveness for loans with a maturity date in 2027 from the aircraft manufacturer, and (ii) mutually agreed with GE Capital Aviation Services LLC to terminate the GE Warrant to purchase 250,000 shares of common stock.

On August 14, 2018 the Company paid down the outstanding balance on the CIT Revolving Credit Facility of $25.7 million.

On January 28, 2019, the Company entered into a Term Loan Agreement (the "Term Loan") pursuant to which the lenders thereunder committed to lend to the Company term loans in the aggregate principal amount of $91.2 million. Borrowings under the Term Loan bear interest at LIBOR plus 3.10%. This interest rate is significantly lower than the interest rate under the Company's Spare Engine Facility (defined below), which the Term Loan refinanced and replaced. The Spare Engine Facility accrued interest at LIBOR plus 7.25%. The Term Loan has a term of five years, with principal and interest payments due monthly over the term of the loan in accordance with an amortization schedule. The Company recorded a loss on extinguishment of debt of $3.6 million, due to a $1.9 million write-off of financing fees and $1.7 million in prepayment penalties, in connection with the repayment of the Spare Engine Facility.

On June 14, 2019, the Company completed the purchase of ten CRJ-700 aircraft, which were previously leased under the GECAS Lease Facility, for $70.0 million. The Company financed the aircraft purchase with $70.0 million in new debt. The notes payable of $70.0 million require monthly payments of principal and interest through fiscal 2023 bearing interest at LIBOR plus 5.25%. The Company recorded non-cash lease termination expense of $9.5 million in connection with the lease buyout.

9. Earnings Per Share and Equity

Calculations of net income per common share attributable to Mesa Air Group were as follows (in thousands, except per share data):

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2019	2018	2019	2018
Net income attributable to Mesa Air Group	$ 3,007	$ (11,135)	$ 35,337	$ 13,861
Basic weighted average common shares outstanding	34,835	23,336	34,683	23,298
Add: Incremental shares for: (1)				
Dilutive effect of warrants	—	—	—	140
Dilutive effect of restricted stock	277	—	368	334
Diluted weighted average common shares outstanding	35,112	23,336	35,051	23,772
Net income per common share attributable to Mesa Air Group:				
Basic	$ 0.09	$ (0.48)	$ 1.02	$ 0.59
Diluted	$ 0.09	$ (0.48)	$ 1.01	$ 0.58

(1) Due to a loss for the three months ended June 30, 2018, zero incremental shares are included because the effect would be antidilutive.

Basic income per common share is computed by dividing net income attributable to Mesa Air Group by the weighted average number of common shares outstanding during the period.

The number of incremental shares from the assumed issuance of shares relating to restricted stock and exercise of warrants (excluding warrants with a nominal conversion price) is calculated by applying the treasury stock method. Share-based awards and warrants whose impact is considered to be anti-dilutive under the treasury stock method were excluded from the diluted net income or loss per share calculation. In loss periods, these incremental shares are excluded from the calculation of diluted loss per share, as the inclusion of unvested restricted stock and warrants would have an anti-dilutive effect. Anti-dilutive shares relating to restricted stock and exercise of warrants of 418,954 and 160,139, respectively, were excluded from the calculation of diluted loss per share for the three months ended June 30, 2018.

Restatement

Basic and Diluted Net Income per Common Share Available to Common Shareholders for the Three Months and Nine Months Ended June 30, 2018

Subsequent to the issuance of the Company’s condensed consolidated financial statements for the three months ended December 31, 2018, we determined our previously issued condensed consolidated financial statements included warrants with a nominal conversion price in diluted income per common share available to common shareholders, however, they should have been included in basic income per common share available to common shareholders. Since diluted shares are under the treasury stock method, diluted income per common share available to common shareholders was impacted by this change. As a result, basic and diluted income per common share available to common shareholders for the periods ended June 30, 2018 have been restated to appropriately include the warrants with a nominal conversion price in basic income per common share available to common shareholders.

The restatement adjustment did not impact our previously reported consolidated balance sheet, consolidated statements of stockholders' equity, consolidated statements of cash flows, or net income (in thousands, except per share data).

	Three Months Ended June 30, 2018		Nine Months Ended June 30, 2018	
	As Previously Reported	As Restated	As Previously Reported	As Restated
Net income per common share available to common shareholders - Basic	$ (0.89)	$ (0.48)	$ 1.18	$ 0.59
Shares used in computing net income per common share available to common shareholders - Basic	12,462	23,336	11,782	23,298
Net income per common share available to common shareholders - Diluted	$ (0.89)	$ (0.48)	$ 0.58	$ 0.58
Shares used in computing net income per common share available to common shareholders - Diluted	12,462	23,336	24,052	23,772

10. Common Stock

The Company previously issued warrants to third parties, which had a five-year term to be converted to common stock at an exercise price of $0.004 per share. Certain persons who are not U.S. citizens currently hold outstanding warrants to purchase shares of the Company's common stock. The warrants are exercisable if consistent with federal law, which requires that no more than 24.9% of the Company's stock be voted, directly or indirectly, or controlled by persons who are not U.S. citizens. The warrants can be converted to common stock upon warrant holders demonstrating U.S. citizenship or if consistent with above described federal law ownership limitations. In June 2018, the Company and holders agreed to extend the term of outstanding warrants set to expire by five years (through fiscal year 2023).

On June 28, 2018, the Company agreed with GE Capital Aviation Services LLC ("GE Capital") to terminate a warrant to purchase 250,000 shares of common stock held by GE Capital.

In July 2018, the Company's Board of Directors and Compensation Committee approved the issuance of shares of restricted common stock under its 2018 Equity Incentive Plan (the "2018 Plan") immediately following completion of the Company's IPO to certain of its employees and directors in exchange for the cancellation of existing restricted phantom stock units, unvested restricted shares and SARs. The shares of restricted common stock issued under the 2018 Plan in exchange for the cancellation of restricted phantom stock units, unvested restricted shares and SARs are subject to vesting on the same terms set forth in the prior vesting schedules and are not subject to acceleration in connection with the 2018 Plan issuances.

On August 8, 2018, the Company filed its Second Amended and Restated Articles of Incorporation, which, among other things: (i) effected a 2.5-for-1 stock split of its common stock; and (ii) increased the authorized number of shares of its common and preferred stock to 125,000,000 and 5,000,000, respectively. All references to share and per share amounts in the Company's condensed consolidated financial statements have been retrospectively revised to reflect the stock split and increase in authorized shares.

On April 9, 2019, and pursuant to Section 4.4 of the 2018 Plan in connection with the 2.5-for-1 stock split effected on August 8, 2018, the board of directors approved an increase in the number of shares authorized for issuance under the 2018 Plan by 1,000,000 shares of common stock.

The Company's shares of common stock were listed on The NASDAQ Global Select Market under the symbol "MESA" effective August 10, 2018. On August 14, 2018, the Company completed its IPO, in which it issued and sold 9,630,000 shares of common stock, no par value, at a public offering price of $12.00 per share (the "Firm Shares"). Additionally, in connection with the IPO, the Company granted the underwriters an option to purchase up to an additional 1,444,500 shares of common stock at the same price. On September 11, 2018, the Company closed the sale of 1,344,500 shares ("Option Shares") of its common stock, in connection with the partial exercise of the overallotment option granted to the underwriters in its IPO. Of the 1,344,500 Option Shares sold, 723,985 were purchased directly from the Company and the remaining 620,515 shares were purchased directly from the selling shareholders. The Firm Shares and Option Shares were sold to the public for a price of $12.00 per share. The aggregate gross proceeds to us from the IPO were approximately $124.2 million. The Company received $111.7 million in net proceeds after deducting $8.7 million of underwriting discounts and commissions and $3.8 million in offering costs.

The Company has not historically paid dividends on shares of its common stock. Additionally, the Company's aircraft lease facility (the "RASPRO" Lease Facility) with RASPRO Trust 2005, a pass-through trust and its aircraft lease facility with Wells Fargo Bank Northwest, National Association, as owner trustee and lessor (the "GECAS Lease Facility") each contain restrictions that limit the Company's ability to or prohibit it from paying dividends to holders of its common stock.

11. Income Taxes

The Company's effective tax rate (ETR) from continuing operations was 22.2% and 23.6% for the three months and nine months ended June 30, 2019, respectively, and 23.9% and 228.2% for the three months and nine months ended June 30, 2018, respectively. The Company's ETR during the three months and nine months ended June 30, 2019 were different from the federal statutory rate of 21% as a result of the vesting and exercise of stock options, state taxes, and changes in the valuation allowance against state net operating losses.

The Company's ETR during the nine months ended June 30, 2018 was significantly different than the statutory tax rate primarily as a result of the comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act") enacted by the U.S. government on December 22, 2017. The Tax Act made broad and complex changes to the U.S. tax code that affected the Company's fiscal year ended September 30, 2018, including but not limited to (1) reducing the U.S. federal corporate tax rate, (2) changing rules related to uses and limitations of NOL carryforwards created in tax years beginning after December 31, 2017, (3) eliminating the corporate alternative minimum tax ("AMT") and changing how existing AMT credits can be realized, and (4) altering bonus depreciation rules that will allow for full expensing of qualified property. As a result of the reducing the U.S. federal corporate tax rate, we recorded a decrease to our net deferred tax liabilities. We had a blended U.S. federal tax rate of 24.5% for the year ended September 30, 2018 based on the applicable tax rates before and after the Tax Act and the number of days in the year.

As of September 30, 2018, the Company had aggregate federal and state net operating loss carryforwards of approximately $415.1 million and $199.6 million, respectively, which expire in 2027-2037 and 2019-2038, respectively. Approximately $0.9 million of state net operating loss carryforwards are expiring in 2019.

12. Share-Based Compensation and Stock Repurchases

Restricted Stock

The restricted share activity for the nine months ended June 30, 2019 were summarized as follows:

	Number of Shares	Weighted-Average Grant Date Fair Value
Restricted shares unvested at September 30, 2018	1,250,625	$ 9.59
Granted	306,843	8.89
Vested	(616,332)	9.59
Forfeited	(22,995)	12.00
Restricted shares unvested at June 30, 2019	918,141	$ 9.29

As of June 30, 2019, there was $7.0 million, of total unrecognized compensation cost related to unvested share-based compensation arrangements. That cost is expected to be recognized over a weighted-average period of 1.5 years.

Compensation cost for share-based awards are recognized on a straight-line basis over the vesting period. Share-based compensation expense for the three months ended June 30, 2019 and 2018 was $1.5 million and $11.6 million, respectively, and for the nine months ended June 30, 2019 and 2018 was $4.3 million and $12.6 million, respectively. Share-based compensation expenses are recorded in general and administrative expenses in the condensed consolidated statements of operations.

The Company repurchased 169,724 shares of its common stock for $1.5 million to cover the income tax obligation on vested employee equity awards and warrant conversions during the nine months ended June 30, 2019. During the nine months ended June 30, 2018, the Company repurchased 29,710 shares of its common stock for $0.5 million to cover the income tax obligation on vested employee equity awards.

The Company has granted restricted stock awards ("RSAs") and restricted stock units ("RSUs") as part of its long-term incentive compensation to employees and non-employee members of the Board of Directors. RSAs and RSUs generally vest over a period of 3 to 5 years for employees and over one year for members of the Board of Directors. The restricted common stock underlying RSAs are deemed issued and outstanding upon grant, and carry the same voting rights of unrestricted outstanding common stock. The restricted common stock underlying RSUs are not deemed issued or outstanding upon grant, and do not carry any voting rights.

13. Commitments

At June 30, 2019, the Company leased 18 aircraft under noncancelable operating leases with remaining terms of up to 4.8 years. The Company has the option to terminate certain leases at various times throughout the lease. The Company headquarters and other facility noncancelable operating leases have remaining terms of up to 6.4 years. The leases require the Company to pay all taxes, maintenance, insurance, and other operating expenses. Rental expense is recognized on a straight-line basis over the lease term, net of lessor rebates and other incentives. Aggregate rental expense under all operating aircraft, equipment and facility leases totaled approximately $18.1 million and $21.6 million for the three months ended June 30, 2019 and 2018, respectively, and $55.9 million and $62.8 million for the nine months ended June 30, 2019 and 2018, respectively.

Future minimum lease payments as of June 30, 2019, under noncancelable operating leases are as follows (in thousands):

Periods Ending September 30,	Aircraft	Other	Total
Remainder of 2019	6,265	1,098	7,363
2020	44,231	2,837	47,068
2021	44,314	1,665	45,979
2022	29,751	1,339	31,090
2023	12,418	1,308	13,726
Thereafter	11,849	2,704	14,553
Total	$ 148,828	$ 10,951	$ 159,779

The majority of the Company's leased aircraft are leased through trusts that have a sole purpose to purchase, finance, and lease these aircraft to the Company; therefore, they meet the criteria of a variable interest entity. However, since these are single-owner trusts in which the Company does not participate, the Company is not at risk for losses and is not considered the primary beneficiary. Management believes that the Company's maximum exposure under these leases is the remaining lease payments.

14. Contingencies

The Company is involved in various legal proceedings (including, but not limited to, insured claims) and FAA civil action proceedings that the Company does not believe will have a material adverse effect upon its business, financial condition, or results of operations, although no assurance can be given to the ultimate outcome of any such proceedings.

15. Supplemental Disclosure

The Company adopted ASU 2016-18 on a retrospective basis during the quarter ended December 31, 2018. The following is a reconciliation of the captions in the Condensed Consolidated Balance Sheets to the Condensed Consolidated Statements of Cash Flows (in thousands):

	June 30, 2019	September 30, 2018
Condensed Consolidated Balance Sheets		
Cash and cash equivalents	$ 79,909	$ 103,311
Restricted cash	3,647	3,823
Cash, cash equivalents, and restricted cash in Condensed Consolidated Statement of Cash Flows	$ 83,556	$ 107,134

The restricted cash balance primarily includes deposits in trust accounts to collateralize letters of credit and to fund workers' compensation claims, landing fees, and other business needs.

16. Subsequent Events

On August 12, 2019, United exercised its option, to extend by two years, the exit date for the first seven (7) of the Company's 30 E-175 aircraft (owned by United) with terms that had recently expired or were set to expire under the United capacity purchase agreement. The remaining twenty-three (23) of the Company's first 30 E-175 aircraft (owned by United) have expiry dates between October 2019 and August 2020, which may be extended for four additional two year-terms (maximum of eight).

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read together with our condensed consolidated financial statements, the accompanying notes, and the other financial information included elsewhere in this Quarterly Report on Form 10-Q. The following discussion contains forward-looking statements that involve risks and uncertainties such as our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements below. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Quarterly Report on Form 10-Q, particularly in the sections titled "Cautionary Notes Regarding Forward-Looking Statements" above and "Risk Factors" below.

Overview

Mesa Airlines is a regional air carrier providing scheduled passenger service to 138 cities in 42 states, the District of Columbia, Canada, Mexico, Cuba and the Bahamas. All of our flights are operated as either American Eagle or United Express flights pursuant to the terms of capacity purchase agreements we entered into with American Airlines, Inc. ("***American***") and United Airlines, Inc. ("***United***") (each, our "*major airline partner*"). We have a significant presence in several of our major airline partners' key domestic hubs and focus cities, including Dallas, Houston, Phoenix and Washington-Dulles.

As of June 30, 2019, we operated a fleet of 145 aircraft with approximately 761 daily departures. We operate 62 CRJ-900 aircraft under our capacity purchase agreement with American (our "*American Capacity Purchase Agreement*") and 20 CRJ-700 and 60 E-175 aircraft under our capacity purchase agreement with United (our "*United Capacity Purchase Agreement*"). For the three months ended June 30, 2019, approximately 56% of our aircraft in scheduled service were operated for United and approximately 44% were operated for American. All of our operating revenue in our fiscal year ended September 30, 2018 (our "*2018 fiscal year*") and the nine months ended June 30, 2019 was derived from operations associated with our American and United Capacity Purchase Agreements.

Our long-term capacity purchase agreements provide us guaranteed monthly revenue for each aircraft under contract, a fixed fee for each block hour (the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination) and flight actually flown, and reimbursement of certain direct operating expenses in exchange for providing regional flying on behalf of our major airline partners. Our capacity purchase agreements also shelter us from many of the elements that cause volatility in airline financial performance, including fuel prices, variations in ticket prices, and fluctuations in number of passengers. In providing regional flying under our capacity purchase agreements, we use the logos, service marks, flight crew uniforms and aircraft paint schemes of our major airline partners. Our major airline partners control route selection, pricing, seat inventories, marketing and scheduling, and provide us with ground support services, airport landing slots and gate access.

Components of Results of Operations

The following discussion summarizes the key components of our condensed consolidated statements of operations.

Operating Revenues

Our condensed consolidated operating revenues consist primarily of contract revenue flight services as well as pass-through and other revenues.

Contract Revenue. Contract revenue consists of the fixed monthly amounts per aircraft received pursuant to our capacity purchase agreements with our major airline partners, along with the additional amounts received based on the number of flights and block hours flown. Contract revenues we receive from our major airline partners are paid and recognized by us on a weekly basis.

Pass-Through and Other. Pass-through and other revenue consists of passenger and hull insurance, aircraft property taxes, and certain maintenance costs related to our E-175 aircraft.

Operating Expenses

Our operating expenses consist of the following items:

Flight Operations. Flight operations expense includes costs related to salaries, bonuses and benefits earned by our pilots, flight attendants, and dispatch personnel, as well as costs related to technical publications, lodging of our flight crews and pilot training expenses.

Fuel. Fuel expense includes fuel and related fueling costs for flying we undertake outside of our capacity purchase agreements, including aircraft repositioning and maintenance. All aircraft fuel and related fueling costs for flying under our capacity purchase agreements were directly paid and supplied by our major airline partners. Accordingly, we do not record an expense or the related revenue for fuel supplied by American and United for flying under our capacity purchase agreements.

Maintenance. Maintenance includes costs related to engine overhauls, airframe, landing gear and normal recurring maintenance, which includes pass-through maintenance costs related to our E-175 aircraft, as well as maintenance lease return obligations on our leased aircraft when the expense is probable and can be reasonably estimated. We record these expenses using the direct expense method of accounting, wherein the expense is recognized when the maintenance work is completed, or over the repair period, if materially different. As a result of using the direct expense method, the timing of maintenance expense reflected in the financial statements may vary significantly period to period.

Aircraft Rent. Aircraft rent includes costs related to leased engines and aircraft.

Aircraft and Traffic Servicing. Aircraft and traffic servicing includes expenses related to our capacity purchase agreements, including aircraft cleaning, passenger disruption reimbursements, international navigation fees and wages of airport operations personnel, a portion of which are reimbursable by our major airline partners.

General and Administrative. General and administrative expense includes insurance and taxes, the majority of insurance and taxes are pass-through costs, non-operational administrative employee wages and related expenses, building rents, real property leases, utilities, legal, audit and other administrative expenses.

Depreciation and Amortization. Depreciation expense is a periodic non-cash charge primarily related to aircraft, engine and equipment depreciation. Amortization expense is a periodic non-cash charge related to our customer relationship intangible asset.

Other (Expense) Income, Net

Interest Expense. Interest expense is interest on our debt to finance purchases of aircraft, engines, equipment as well as debt financing costs amortization.

Interest Income. Interest income includes interest income on our cash and cash equivalent balances.

Other Expense. Other expense includes expense derived from activities not classified in any other area of the condensed consolidated statements of income, including write-offs of miscellaneous third-party fees.

Segment Reporting

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing operating performance. In consideration of ASC 280, "Segment Reporting," we are not organized around specific services or geographic regions. We currently operate in one service line providing scheduled passenger services in accordance with our capacity purchase agreements.

While we operate under two separate capacity purchase agreements, we do not manage our business based on any performance measure at the individual contract level. Additionally, our chief operating decision maker ("**CODM**") uses condensed consolidated financial information to evaluate our performance, which is the same basis on which he communicates our results and performance to our Board of Directors. The CODM bases all significant decisions regarding the allocation of our resources on a consolidated basis. Based on the information described above and in accordance with the applicable literature, management has concluded that we are organized and operated as one operating and reportable segment.

Cautionary Statement Regarding Non-GAAP Measures

We present Adjusted EBITDA and Adjusted EBITDAR in this Quarterly Report on Form 10-Q, which are not recognized financial measures under GAAP, as supplemental disclosures because our senior management believes that they are well recognized valuation metrics in the airline industry that are frequently used by companies, investors, securities analysts and other interested parties in comparing companies in our industry.

Adjusted EBITDA. We define Adjusted EBITDA as net income or loss before interest, income taxes, and depreciation and amortization, adjusted for the impact of revaluation of liability awards, lease termination costs, loss on extinguishment of debt, and write-off of associated financing fees.

Adjusted EBITDAR. We define Adjusted EBITDAR as net income or loss before interest, income taxes, depreciation and amortization, and aircraft rent, adjusted for the impact of revaluation of liability awards, lease termination costs, loss on extinguishment of debt, and write-off of associated financing fees.

You are encouraged to evaluate these adjustments and the reasons we consider them appropriate for supplemental analysis. In evaluating Adjusted EBITDA and Adjusted EBITDAR, you should be aware that in the future we may incur expenses that are the same as or similar to some of the adjustments in our presentation of Adjusted EBITDA and Adjusted EBITDAR. Our presentation of Adjusted EBITDA and Adjusted EBITDAR should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. There can be no assurance that we will not modify the presentation of Adjusted EBITDA or Adjusted EBITDAR and any such modification may be material.

Adjusted EBITDA and Adjusted EBITDAR have limitations as analytical tools. Some of the limitations applicable to these measures include: (i) Adjusted EBITDA and Adjusted EBITDAR do not reflect the impact of certain cash charges resulting from matters we consider not to be indicative of our ongoing operations; (ii) Adjusted EBITDA and Adjusted EBITDAR do not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments; (iii) Adjusted EBITDA and Adjusted EBITDAR do not reflect changes in, or cash requirements for, our working capital needs; (iv) Adjusted EBITDA and Adjusted EBITDAR do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debts; (v) although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future; and (vi) Adjusted EBITDA and Adjusted EBITDAR do not reflect any cash requirements for such replacements and other companies in our industry may calculate Adjusted EBITDA and Adjusted EBITDAR differently than we do, limiting its usefulness as a comparative measure. Because of these limitations, Adjusted EBITDA and Adjusted EBITDAR should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP. In addition, Adjusted EBITDAR should not be viewed as a measure of overall performance because it excludes aircraft rent, which is a normal, recurring cash operating expense that is necessary to operate our business. For the foregoing reasons, each of Adjusted EBITDA and Adjusted EBITDAR has significant limitations which affect its use as an indicator of our profitability. Accordingly, you are cautioned not to place undue reliance on this information.

Results of Operations

Three Months Ended June 30, 2019 Compared to Three Months Ended June 30, 2018

We had operating income of $17.1 million in our three months ended June 30, 2019 compared to operating loss of $0.5 million in our three months ended June 30, 2018. In our three months ended June 30, 2019, we had net income of $3.0 million compared to net loss of $11.1 million in our three months ended June 30, 2018. Our operating results for the three months ended June 30, 2019 reflected an increase in contract revenue primarily related to additional flying on our E-175, CRJ-900 and CRJ-700 fleets as a result of increased pilot staffing levels. We also experienced a decrease in lease termination expense of $5.6 million and a decrease of $11.1 million in compensation expense recorded related to our SARs which had an increase in value during the three months ended June 30, 2018.

Our maintenance expense increased due to the higher labor and outside labor support costs to support the operation. Our aircraft rent decreased in the three months ended June 30, 2019 compared to the same period in 2018 mainly as a result of purchasing nine CRJ-900 and ten CRJ-700 aircraft that were previously leased under our GECAS Lease Facility. We also had an increase in depreciation expense primarily due to the purchase of nine CRJ-900 aircraft that were previously leased under our GECAS Lease Facility.

Operating Revenues

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Change	
Operating revenues ($ in thousands):				
Contract	$ 170,366	$ 159,916	$ 10,450	6.5%
Pass-through and other	9,858	11,823	(1,965)	(16.6)%
Total operating revenues	$ 180,224	$ 171,739	$ 8,485	4.9%
Operating data:				
Available seat miles—ASMs (thousands)	2,724,961	2,440,278	284,683	11.7%
Block hours	114,042	102,939	11,103	10.8%
Revenue passenger miles—RPMs (thousands)	2,211,275	1,962,630	248,645	12.7%
Average stage length (miles)	580	555	25	4.5%
Contract revenue per available seat mile—CRASM (in cents)	¢ 6.25	¢ 6.55	¢ (0.30)	(4.6)%
Passengers	3,770,683	3,490,710	279,973	8.0%

"Available seat miles" or "ASMs" means the number of seats available for passengers multiplied by the number of miles the seats are flown.
"Average stage length" means the average number of statute miles flown per flight segment.
“Block hours” means the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination.
"CRASM" means contract revenue divided by ASMs.
"RPM" means the number of miles traveled by paying passengers

Total operating revenue increased by $8.5 million, or 4.9%, to $180.2 million for our three months ended June 30, 2019 as compared to our three months ended June 30, 2018. Contract revenue increased by $10.5 million, or 6.5%, to $170.4 million primarily due to an increase in flying with our E-175, CRJ-900 and CRJ-700 fleets, an increase in incentive pay for performance, and a decrease in credits given to our major airline partners based on contractual utilization levels. Our block hours flown during our three months ended June 30, 2019 increased 10.8% compared to the three months ended June 30, 2018 primarily due to increased flying on our E-175, CRJ-900 and CRJ-700 fleets. Our pass-through and other revenue decreased during our three months ended June 30, 2019 by $2.0 million, or 16.6%, to $9.9 million primarily due to pass-through maintenance revenue related to our E-175 fleet.

Operating Expenses

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Change	
Operating expenses ($ in thousands):				
Flight operations	$ 53,025	$ 51,795	$ 1,230	2.4%
Fuel	211	151	60	39.7%
Maintenance	54,322	48,290	6,032	12.5%
Aircraft rent	12,875	17,975	(5,100)	(28.4)%
Aircraft and traffic servicing	978	848	130	15.3%
General and administrative	12,435	22,066	(9,631)	-43.6%
Depreciation and amortization	19,761	16,013	3,748	23.4%
Lease Termination	9,540	15,109	(5,569)	-36.9%
Total operating expenses	$ 163,147	$ 172,247	$ (9,100)	(5.3)%
Operating data:				
Available seat miles—ASMs (thousands)	2,724,961	2,440,278	284,683	11.7%
Block hours	114,042	102,939	11,103	10.8%
Average stage length (miles)	580	555	25	4.5%
Departures	61,798	57,782	4,016	7.0%

Flight Operations. Flight operations expense increased $1.2 million, or 2.4%, to $53.0 million for our three months ended June 30, 2019 compared to the same period in 2018. The increase was primarily driven by an increase in pilot and flight attendant wages due to additional flying, partially offset by a decrease in pilot premium pay and pilot training wages as our pilot staffing levels have improved.

Fuel. Fuel expense increased $0.06 million, or 39.7%, to $0.2 million for our three months ended June 30, 2019 compared to the same period in 2018. The increase was primarily driven by an increase in ferry flight fuel. All fuel costs related to flying under our capacity purchase agreements during our three months ended June 30, 2019 and 2018 were directly paid to suppliers by our major airline partners.

Maintenance. Aircraft maintenance costs increased $6.0 million, or 12.5%, to $54.3 million for our three months ended June 30, 2019 compared to the same period in 2018. This increase was primarily driven by an increase in labor and outside labor support expense and partially offset by a decrease in pass-through maintenance expense. Total pass-through maintenance expenses reimbursed by our major airline partners decreased by $3.0 million during our three months ended June 30, 2019.

The following table presents information regarding our maintenance costs during our three months ended June 30, 2019 and 2018 (in thousands):

	Three Months Ended June 30,		Change	
	2019	2018		
Engine overhaul	$ 9,508	$ 8,495	$ 1,013	11.9%
Pass-through engine overhaul	1,856	4,579	(2,723)	(59.5)%
C-check	4,417	4,686	(269)	(5.7)%
Pass-through C-check	—	1,622	(1,622)	(100.0)%
Component contracts	9,353	8,980	373	4.2%
Rotable and expendable parts	6,620	5,636	984	17.5%
Other pass-through	3,368	2,015	1,353	67.1%
Labor and other	19,200	12,277	6,923	56.4%
Total	$ 54,322	$ 48,290	$ 6,032	12.5%

Aircraft Rent. Aircraft rent expense decreased $5.1 million, or 28.4%, to $12.9 million for our three months ended June 30, 2019 compared to the same period in 2018. The decrease is attributable to a $5.2 million decrease in aircraft lease expense due to purchasing nine CRJ-900 and ten CRJ-700 aircraft which were previously leased under the GECAS Lease Facility in June 2018 and June 2019, respectively, and a $0.1 million increase in engine rent.

Aircraft and Traffic Servicing. Aircraft and traffic servicing expense increased $0.1 million, or 15.3%, to $1.0 million for our three months ended June 30, 2019 compared to the same period in 2018. The increase is primarily due to an increase in interrupted trip expense and pass-through regulatory charges. For our three months ended June 30, 2019 and 2018, 56.8% and 46.1%, respectively, of our aircraft and traffic servicing expenses were reimbursed by our major airline partners.

General and Administrative. General and administrative expense decreased $9.6 million, or 43.6%, to $12.4 million for our three months ended June 30, 2019 compared to the same period in 2018. The decrease is primarily due to a decrease of $11.1 million in compensation expense recorded related to our SARs which had an increase in value during the three month ended June 30, 2018. For our three months ended June 30, 2019 and 2018, $3.7 million and $3.1 million, respectively, of our insurance and property tax expenses were reimbursed by our major airline partners.

Depreciation and Amortization. Depreciation and amortization expense increased $3.7 million, or 23.4%, to $19.8 million for our three months ended June 30, 2019 compared to the same period in 2018. The increase is primarily attributable to an increase in depreciation expense related to the purchase of nine CRJ-900 which were previously leased under the GECAS Lease Facility. The increase was also partially related to the purchase of spare engines, aircraft enhancements, rotable inventory and an increase in the amortization of intangibles.

Lease Termination. Lease termination expense decreased $5.6 million, or 36.9%, to $9.5 million for our three months ended June 30, 2019 compared to the same period in 2018. The decrease is primarily driven by a lower lease termination expense for the ten CRJ-700 aircraft purchased in June 2019, compared to the lease termination expense associated with the purchase of the nine CRJ-900 aircraft in June 2018, which were both leased under the GECAS Lease facility.

Other Expense

Other expense decreased $0.9 million, or 6.4%, to $13.2 million for our three months ended June 30, 2019, compared to the same period in 2018. The decrease is primarily a result of a decrease in interest expense due to the new Spare Engine Facility, partially offset by an increase in interest expense due to financing of nine CRJ-900 aircraft which were previously leased under the GECAS Lease Facility. Additionally, interest income and gains on our investments increased in the three months ended June 30, 2019, compared to the same period in 2018.

Income Taxes

Our interim income tax provision is determined using an estimated effective tax rate, adjusted for discrete items arising in that period. We provide for income taxes under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of differences between the tax basis of assets or liabilities and their carrying amounts in the financial statements.

In our three months ended June 30, 2019, our effective tax rate was 22.2% compared to 23.9% in our three months ended June 30, 2018. The income tax provision for the three months ended June 30, 2019 differs from the U.S. federal statutory rate of 21% due to the vesting and exercise of stock options, state taxes, changes in the valuation allowance against state net operating losses, and from changes in state apportionment and state statutory rates.

The income tax provision for the three months ended June 30, 2018 results in an effective tax rate of 23.9%, which differs from the U.S. federal statutory rate of 21% primarily as a result of the comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act") enacted by the U.S. government on December 22, 2017. The Tax Act made broad and complex changes to the U.S. tax code that affected the Company's fiscal year ended September 30, 2018, including but not limited to (1) reducing the U.S. federal corporate tax rate, (2) changing rules related to uses and limitations of NOL carryforwards created in tax years beginning after December 31, 2017, (3) eliminating the corporate alternative minimum tax ("AMT") and changing how existing AMT credits can be realized, and (4) altering bonus depreciation rules that will allow for full expensing of qualified property. As a result of the Tax Act, we had a blended U.S. federal tax rate of 24.5% for the year ended September 30, 2018 based on the applicable tax rates before and after the Tax Act and the number of days in the year.

As of September 30, 2018, we had aggregate federal and state net operating loss carryforwards of approximately $415.1 million and $199.6 million, respectively, which expire in 2027-2037 and 2019-2038, respectively. Approximately $0.9 million of state net operating loss carryforwards are expiring in 2019.

Nine Months Ended June 30, 2019 Compared to Nine Months Ended June 30, 2018

We had operating income of $90.7 million in our nine months ended June 30, 2019 compared to operating income of $30.9 million in our nine months ended June 30, 2018. In our nine months ended June 30, 2019, we had net income of $35.3 million compared to net income of $13.9 million in our nine months ended June 30, 2018. Our operating results for the nine months ended June 30, 2019 reflected an increase in contract revenue primarily related to the additional flying on our E-175, CRJ-900 and CRJ-700 fleets as a result of increased pilot staffing levels. We also experienced a decrease in lease termination expense of $5.6 million and a decrease of $11.1 million in compensation expense recorded related to our SARs which had an increase in value during the nine months ended June 30, 2018.

Our maintenance expense decreased due to the timing of significant engine overhaul and c-check events, which occurred less frequently during the nine months ended June 30, 2019 than during the nine months ended June 30, 2018. Our aircraft rent decreased in the nine months ended June 30, 2019 compared to the same period in 2018 mainly as a result of purchasing nine CRJ-900 and ten CRJ-700 aircraft that were previously leased under our GECAS Lease Facility. We also saw an increase in depreciation expense primarily due to the purchase of nine CRJ-900 aircraft that were previously leased under our GECAS Lease Facility. Lastly, we booked an adjustment in the nine months ended June 30, 2018 for a loss on extinguishment of debt associated with the repayment of our Spare Engine Facility.

Operating Revenues

	Nine Months Ended June 30, 2019	Nine Months Ended June 30, 2018	Change	
Operating revenues ($ in thousands):				
Contract	$ 510,586	$ 470,820	$ 39,766	8.4%
Pass-through and other	24,941	33,243	(8,302)	(25.0)%
Total operating revenues	$ 535,527	$ 504,063	$ 31,464	6.2%
Operating data:				
Available seat miles—ASMs (thousands)	8,088,146	7,061,658	1,026,488	14.5%
Block hours	341,071	298,498	42,573	14.3%
Revenue passenger miles—RPMs (thousands)	6,402,057	5,602,722	799,335	14.3%
Average stage length (miles)	582	563	19	3.4%
Contract revenue per available seat mile—CRASM (in cents)	¢ 6.31	¢ 6.67	¢ (0.36)	(5.4)%
Passengers	10,874,745	9,823,231	1,051,514	10.7%

"Available seat miles" or "ASMs" means the number of seats available for passengers multiplied by the number of miles the seats are flown.
"Average stage length" means the average number of statute miles flown per flight segment.
“Block hours” means the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination.
"CRASM" means contract revenue divided by ASMs.
"RPM" means the number of miles traveled by paying passengers

Total operating revenue increased by $31.5 million, or 6.2%, to $535.5 million for our nine months ended June 30, 2019 as compared to our nine months ended June 30, 2018. Contract revenue increased by $39.8 million, or 8.4%, to $510.6 million primarily due to an increase in flying with our E-175, CRJ-900 and CRJ-700 fleets, an increase in performance incentive pay, and a decrease in credits given to our major airline partners based on contractual utilization levels. Our block hours flown during our nine months ended June 30, 2019 increased 14.3% compared to the nine months ended June 30, 2018 primarily due to increased flying on our E-175, CRJ-900 and CRJ-700 fleets. Our pass-through and other revenue decreased during our nine months ended June 30, 2019 by $8.3 million, or 25.0%, to $24.9 million primarily due to less pass-through maintenance revenue related to our E-175 fleet.

Operating Expenses

	Nine Months Ended June 30, 2019	Nine Months Ended June 30, 2018	Change	
Operating expenses ($ in thousands):				
Flight operations	$ 155,636	$ 155,602	$ 34	0.0%
Fuel	433	349	84	24.1%
Maintenance	139,504	154,046	(14,542)	(9.4)%
Aircraft rent	41,104	54,557	(13,453)	(24.7)%
Aircraft and traffic servicing	2,977	2,592	385	14.9%
General and administrative	38,121	43,333	(5,212)	-12.0%
Depreciation and amortization	57,528	47,611	9,917	20.8%
Lease Termination	9,540	15,109	(5,569)	-36.9%
Total operating expenses	$ 444,843	$ 473,199	$ (28,356)	(6.0)%
Operating data:				
Available seat miles—ASMs (thousands)	8,088,146	7,061,658	1,026,488	14.5%
Block hours	341,071	298,498	42,573	14.3%
Average stage length (miles)	582	563	19	3.4%
Departures	182,557	164,825	17,732	10.8%

Flight Operations. Flight operations expense increased $0.03 million, or 0.0%, to $155.6 million for our nine months ended June 30, 2019 compared to the same period in 2018. The increase was primarily driven by an increase in pilot and flight attendant wages due to additional flying, offset by a decrease in pilot premium pay as our pilot staffing levels have improved.

Fuel. Fuel expense increased $0.08 million, or 24.1%, to $0.4 million for our nine months ended June 30, 2019 compared to the same period in 2018. The increase was primarily driven by an increase in controllable ferry flights, offset by a decrease in c-check fuel. All fuel costs related to flying under our capacity purchase agreements during our nine months ended June 30, 2019 and 2018 were directly paid to suppliers by our major airline partners.

Maintenance. Aircraft maintenance costs decreased $14.5 million, or 9.4%, to $139.5 million for our nine months ended June 30, 2019 compared to the same period in 2018. This decrease was primarily driven by a decrease in engine overhaul and c-check expense and pass-through engine overhaul and c-check expense. The decrease was partially offset by an increase in labor, component contract and rotable and expendable parts expense. Total pass-through maintenance expenses reimbursed by our major airline partners decreased by $11.1 million during our nine months ended June 30, 2019.

The following table presents information regarding our maintenance costs during our nine months ended June 30, 2019 and 2018 (in thousands):

	Nine Months Ended June 30,			
	2019	**2018**	**Change**	
Engine overhaul	$ 17,738	$ 36,434	$ (18,696)	(51.3)%
Pass-through engine overhaul	3,044	9,780	(6,736)	(68.9)%
C-check	10,629	12,473	(1,844)	(14.8)%
Pass-through C-check	—	7,333	(7,333)	(100.0)%
Component contracts	27,726	24,255	3,471	14.3%
Rotable and expendable parts	21,397	17,326	4,071	23.5%
Other pass-through	8,393	5,641	2,752	48.8%
Labor and other	50,577	40,804	9,773	24.0%
Total	$ 139,504	$ 154,046	$ (14,542)	(9.4)%

Aircraft Rent. Aircraft rent expense decreased $13.5 million, or 24.7%, to $41.1 million for our nine months ended June 30, 2019 compared to the same period in 2018. The decrease is primarily attributable to a $12.7 million decrease in aircraft lease expense due to purchasing nine CRJ-900 aircraft which were previously leased under the GECAS Lease Facility in June 2018, and a $0.8 million decrease in engine rent.

Aircraft and Traffic Servicing. Aircraft and traffic servicing expense increased $0.4 million, or 14.9%, to $3.0 million for our nine months ended June 30, 2019 compared to the same period in 2018. The increase is primarily due to an increase in pass-through regulatory charges and interrupted trip expense. For our nine months ended June 30, 2019 and 2018, 57.1% and 55.5%, respectively, of our aircraft and traffic servicing expenses were reimbursed by our major airline partners.

General and Administrative. General and administrative expense decreased $5.2 million, or 12.0%, to $38.1 million for our nine months ended June 30, 2019 compared to the same period in 2018. The decrease is primarily due to a decrease of $11.1 million in compensation expense recorded related to our SARs which had an increase in value during the three month ended June 30, 2018 and an increase in pass-through property tax and passenger liability expense. For our nine months ended June 30, 2019 and 2018, $11.3 million and $8.9 million, respectively, of our insurance and property tax expenses were reimbursed by our major airline partners.

Depreciation and Amortization. Depreciation and amortization expense increased $9.9 million, or 20.8%, to $57.5 million for our nine months ended June 30, 2019 compared to the same period in 2018. The increase is primarily attributable to an increase in depreciation expense related to the purchase of nine CRJ-900 aircraft which were previously leased under the GECAS Lease Facility. The increase was also partially related to the purchase of spare engines, aircraft enhancements, rotable inventory and an increase in the amortization of intangibles.

Lease Termination. Lease termination expense decreased $5.6 million, or 36.9%, to $9.5 million for our nine months ended June 30, 2019 compared to the same period in 2018. The decrease is primarily driven by a lower lease termination expense for the ten CRJ-700 aircraft purchased in June 2019, compared to the lease termination expense associated with the purchase of the nine CRJ-900 aircraft in June 2018, which were both leased under the GECAS Lease facility.

Other Expense

Other expense increased $2.8 million, or 6.66%, to $44.5 million for our nine months ended June 30, 2019, compared to the same period in 2018. The increase is primarily due to an expense of $3.6 million related to the repayment of our Spare Engine Facility. Interest expense also increased $0.5 million mainly due to the financing of nine CRJ-900 which were previously leased under the GECAS Lease Facility, and a deferment of certain payments under our aircraft lease facility (the "RASPRO Lease Facility") with RASPRO Trust 2005, a pass-through trust ("***RASPRO***"). This increase was partially offset by a decrease in our Spare Engine Facility, CIT Revolving Credit Facility and EDC engine financing. Our expenses related to debt financing amortization decreased by $0.3 million, attributable mainly to the write-off of financing fees related to four aircraft that were refinanced in December 2017. Additionally, interest income increased in the nine months ended June 30, 2019, compared to the same period in 2018.

Income Taxes

Our interim income tax provision is determined using an estimated effective tax rate, adjusted for discrete items arising in that period. We provide for income taxes under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of differences between the tax basis of assets or liabilities and their carrying amounts in the financial statements.

In our nine months ended June 30, 2019, our effective tax rate was 23.6% compared to 228.2% in our nine months ended June 30, 2018. The income tax provision for the nine months ended June 30, 2019 differs from the U.S. federal statutory rate of 21% due to the vesting and exercise of stock options, state taxes, changes in the valuation allowance against state net operating losses, and from changes in state apportionment and state statutory rates.

The income tax provision for the nine months ended June 30, 2018 differed from the U.S. federal statutory rate of 21% primarily as a result of the comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act") enacted by the U.S. government on December 22, 2017. The Tax Act made broad and complex changes to the U.S. tax code that affected the Company's fiscal year ended September 30, 2018, including but not limited to (1) reducing the U.S. federal corporate tax rate, (2) changing rules related to uses and limitations of NOL carryforwards created in tax years beginning after December 31, 2017, (3) eliminating the corporate alternative minimum tax ("AMT") and changing how existing AMT credits can be realized, and (4) altering bonus depreciation rules that will allow for full expensing of qualified property. As a result of the reducing the U.S. federal corporate tax rate, we recorded a decrease to our net deferred tax liabilities. We had a blended U.S. federal tax rate of 24.5% for the year ended September 30, 2018 based on the applicable tax rates before and after the Tax Act and the number of days in the year.

As of September 30, 2018, we had aggregate federal and state net operating loss carryforwards of approximately $415.1 million and $199.6 million, respectively, which expire in 2027-2037 and 2019-2038, respectively. Approximately $0.9 million of state net operating loss carryforwards are expiring in 2019.

Adjusted EBITDA and Adjusted EBITDAR

The following table presents a reconciliation of net income to estimated Adjusted EBITDA and Adjusted EBITDAR for the period presented (in thousands):

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Nine Months Ended June 30, 2019	Nine Months Ended June 30, 2018
Reconciliation:				
Net income	$ 3,007	$ (11,135)	$ 35,337	$ 13,861
Income tax expense (benefit)	856	(3,495)	10,891	(24,676)
Income before taxes	$ 3,863	$ (14,630)	$ 46,228	$ (10,815)
Adjustments(1)	9,540	26,193	13,156	27,165
Adjusted income before taxes	$ 13,403	$ 11,563	$ 59,384	$ 16,350
Interest expense	13,496	14,118	42,110	41,592
Interest income	(733)	(11)	(1,188)	(30)
Depreciation and amortization	19,761	16,013	57,528	47,611
Adjusted EBITDA	$ 45,927	$ 41,683	$ 157,834	$ 105,523
Aircraft rent	12,875	17,975	41,104	54,557
Adjusted EBITDAR	$ 58,802	$ 59,658	$ 198,938	$ 160,080

(1) We have added a non-GAAP adjustments for costs associated with lease termination, SARs, loss on extinguishment of debt and write-off of associated financing fees:

- Our financial results include lease termination expense of $9.5 million and $15.1 million for the three and nine months ended June 30, 2019 and 2018, respectively, related to our acquisition of ten CRJ-700 and nine CRJ-900 aircraft, which were previously leased under our aircraft lease facility with Wells Fargo Bank Northwest, National Association, as owner trustee and lessor (the “GECAS Lease Facility”).
- Our financial results reflect an increase in accrued compensation of approximately $13.5 million related to an increase in the value of SARs associated with an increase in fair value of our common stock as well as a change in accounting methodology from the intrinsic value method to the fair value method. These changes resulted in a general and administrative expense of approximately $11.1 million as well as an offset of approximately $2.4 million to retained earnings as a result of the change in accounting methodology for the three months and nine months ended June 30, 2018.
- Our financial results reflect loss on extinguishment of debt of $3.6 million related to repayment of the Company’s Spare Engine Facility for the nine months ended June 30, 2019. This loss includes a $1.9 million write-off of financing fees. We also had $1.0 million of financing fees written off during our nine months ended June 30, 2018.

Liquidity and Capital Resources

Sources and Uses of Cash

We require cash to fund our operating expenses and working capital requirements, including outlays for capital expenditures, aircraft pre-delivery payments, maintenance, aircraft rent and to pay debt service obligations, including principal and interest payments. Our cash needs vary from period to period primarily based on the timing and costs of significant maintenance events. Our principal sources of liquidity are cash on hand, cash generated from operations and funds from external borrowings. In the near term, we expect to fund our primary cash requirements through cash generated from operations and cash and cash equivalents on hand. We also have the ability to utilize our credit and guaranty agreement (the "CIT Revolving Credit Facility") pursuant to which the CIT Lenders committed to lend to Mesa Airlines and Mesa Air Group—Airline Inventory Management, LLC, ("***MAG-AIM***") revolving loans in the aggregate principal amount of up to $35.0 million, which was paid down with proceeds from the initial public offering ("***IPO***") of our common stock on August 14, 2018.

We believe that the key factors that could affect our internal and external sources of cash include:

- Factors that affect our results of operations and cash flows, including the impact on our business and operations as a result of changes in demand for our services, competitive pricing pressures, and our ability to achieve further reductions in operating expenses; and
- Factors that affect our access to bank financing and the debt and equity capital markets that could impair our ability to obtain needed financing on acceptable terms or to respond to business opportunities and developments as they arise, including interest rate fluctuations, macroeconomic conditions, sudden reductions in the general availability of lending from banks or the related increase in cost to obtain bank financing, and our ability to maintain compliance with covenants under our debt agreements in effect from time to time.

Our ability to service our long-term debt obligations, including our equipment notes, to remain in compliance with the various covenants contained in our debt agreements and to fund working capital, capital expenditures and business development efforts will depend on our ability to generate cash from operating activities, which is subject to, among other things, our future operating performance, as well as to other factors, some of which may be beyond our control.

If we fail to generate sufficient cash from operations, we may need to raise additional equity or borrow additional funds to achieve our longer-term objectives. There can be no assurance that such equity or borrowings will be available or, if available, will be at rates or prices acceptable to us.

We believe that cash flow from operating activities coupled with existing cash and cash equivalents, short-term investments and existing credit facilities will be adequate to fund our operating and capital needs, as well as enable us to maintain compliance with our various debt agreements, through at least the next 12 months. To the extent that results or events differ from our financial projections or business plans, our liquidity may be adversely impacted.

Prior to our IPO, our operations had been financed primarily by cash flow from operating activities and funds from external borrowings. As of June 30, 2019, we had $79.9 million in cash and cash equivalents. In connection with our IPO, we issued and sold an aggregate of 9,630,000 shares of common stock as well as 723,985 shares of common stock from the exercise of the over-allotment option granted to the underwriters, which was exercised on September 11, 2018 at a price to the public of $12.00 per share. We received proceeds of $111.7 million, net of underwriting discounts and commissions and estimated offering costs.

During the ordinary course of business, we evaluate our cash requirements and, if necessary, adjust operating and capital expenditures to reflect the current market conditions and our projected demand. Our capital expenditures are primarily directed toward our aircraft fleet and flight equipment. In our nine months ended June 30, 2019, we paid $116.7 million in capital expenditures primarily related to the purchase of ten CRJ-700 aircraft and seven spare engines. Our capital expenditures, net of purchases of rotable spare parts and aircraft and spare engine financing, have historically been approximately 1.2% to 1.5% of annual revenues and we expect to continue to incur capital expenditures to support our business activities. Future capital expenditures may be impacted by events and transactions that are not currently forecasted.

As of June 30, 2019, our principal sources of liquidity were cash and cash equivalents of $79.9 million. In addition, we had restricted cash of $3.6 million as of June 30, 2019. Restricted cash includes certificates of deposit that secure letters of credit issued for particular airport authorities as required in certain lease agreements. Furthermore, as of June 30, 2019, we also had $788.7 million in secured indebtedness incurred in connection with our financing of 84 total aircraft. Primary uses of liquidity are capital expenditures, aircraft pre-delivery payments and debt repayments. As of June 30, 2019, we had $162.0 million of short-term debt, excluding capital leases, and $710.4 million of long-term debt excluding capital leases.

Sources of cash for the nine months ended June 30, 2019 were primarily cash flows from operations of $114.1 million. This positive cash flow was primarily driven by receipts from performance under our capacity purchase agreements.

Restricted Cash

As of June 30, 2019, we had $3.6 million in restricted cash. We have an agreement with a financial institution for a $6.0 million letter of credit facility and to issue letters of credit for landing fees, worker's compensation insurance and other business needs. Pursuant to the agreement, $3.6 million of outstanding letters of credit are required to be collateralized by amounts on deposit.

Cash Flows

The following table presents information regarding our cash flows for each of the nine months ended June 30, 2019 and 2018 (in thousands):

	Nine Months Ended June 30, 2019	Nine Months Ended June 30, 2018
Net cash provided by operating activities	$ 114,077	$ 63,163
Net cash used in investing activities	(96,033)	(101,182)
Net cash used in by financing activities	(41,622)	23,226
Net decrease in cash and cash equivalents	(23,578)	(14,793)
Cash and cash equivalents at beginning of period	107,134	60,347
Cash and cash equivalents at end of period	$ 83,556	$ 45,554

Net Cash Flow Provided By Operating Activities

During our nine months ended June 30, 2019, cash flow provided by operating activities of $114.1 million reflects our growth and execution of our strategic initiatives. We had net income of $35.3 million adjusted for the following significant non-cash items: depreciation and amortization of $57.5 million, stock-based compensation of $4.3 million, deferred income taxes of $10.9 million, amortization of unfavorable lease liabilities and deferred credits of $(8.4) million, amortization of debt financing costs and accretion of interest on non-interest bearing subordinated notes of $3.1 million, and loss on extinguishment of debt of $3.6 million and loss on lease termination of $9.5 million. We had a net change of $(2.3) million within other net operating assets and liabilities largely driven by a decrease in prepaid expenses and other current assets primarily due to the purchase of ten CRJ-700 aircraft that were previously leased under our GECAS Lease Facility during our nine months ended June 30, 2019.

During our nine months ended June 30, 2018, cash flow provided by operating activities of $63.2 million reflects our growth and execution of our strategic initiatives. We had net income of $13.9 million adjusted for the following significant non-cash items: depreciation and amortization of $47.6 million, stock-based compensation of $1.2 million, deferred income taxes of $(22.1) million, amortization of unfavorable lease liabilities and deferred credits of $(8.3) million and amortization of debt financing costs and accretion of interest on non-interest bearing subordinated notes of $3.6 million and loss on contract termination of $15.1 million. We had net inflows of $11.9 million within other net operating assets and liabilities largely driven by adjusting the share based compensation liability to fair value during our nine months ended June 30, 2018.

Net Cash Flows Used In Investing Activities

During our nine months ended June 30, 2019, net cash flow used in investing activities totaled $(96.0) million. We invested $116.7 million in ten aircraft and seven spare engines and aircraft improvements, offset by $20.1 million from sales of investment securities, and $0.6 million in equipment deposits.

During our nine months ended June 30, 2018, net cash flow used in investing activities totaled $(101.2) million. We invested $98.5 million in nine aircraft, three spare engines and aircraft improvements.

Net Cash Flows Used In Financing Activities

During our nine months ended June 30, 2019, net cash flow used in financing activities was $(41.6) million. We received $163.7 million in proceeds from long-term debt primarily related to purchasing ten aircraft, and spare aircraft engine and aircraft engine kit financing. We made $197.4 million of principal repayments on long-term debt during the period. We incurred $4.9 million of costs related to debt financing, $1.7 million in debt prepayment costs, and $1.5 million of costs related to the repurchase of shares of our common stock.

During our nine months ended June 30, 2018, net cash flow provided in financing activities was $23.2 million. We received $187.7 million in proceeds from long-term debt primarily related to purchasing nine aircraft, refinancing debt on aircraft, as well as spare aircraft engine and aircraft engine kit financing. We made $158.2 million of principal repayments on long-term debt during the year. We also incurred $5.8 million of costs related to debt financing and $0.5 million of costs related to the repurchase of shares of our common stock.

Off-Balance Sheet Arrangements

An off-balance sheet arrangement is any transaction, agreement or other contractual arrangement involving an unconsolidated entity under which a company has (i) made guarantees, (ii) a retained or a contingent interest in transferred assets, (iii) an obligation under derivative instruments classified as equity or (iv) any obligation arising out of a material variable interest in an unconsolidated entity that provides financing, liquidity, market risk or credit risk support to the company, or that engages in leasing, hedging or research and development arrangements with the company.

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the Securities and Exchange Commission (the "SEC").

A majority of our leased aircraft are leased through trusts formed for the sole purpose of purchasing, financing and leasing aircraft to us. Because these are single-owner trusts in which we do not participate, we are not at risk for losses and we are not considered the primary beneficiary. We believe that our maximum exposure under the leases are the remaining lease payments and any return condition obligations.

Critical Accounting Policies and Estimates

We prepare our condensed consolidated financial statements in accordance with GAAP. In doing so, we must make estimates and assumptions that affect our reported amounts of assets, liabilities, revenue and expenses, as well as related disclosure of contingent assets and liabilities. To the extent that there are material differences between these estimates and actual results, our financial condition or results of operations would be affected. We base our estimates on past experience and other assumptions that we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. We refer to accounting estimates of this type as critical accounting estimates, which we discuss below.

The accompanying discussion and analysis of our financial condition and results of operations is based upon our unaudited condensed consolidated interim financial statements included elsewhere in this Form 10-Q, which have been prepared in accordance with accounting principles generally accepted in the United States. We believe certain of our accounting policies are critical to understanding our financial position and results of operations. Except with respect to our revenue recognition practices included in Note 2: "Summary of Significant Accounting Policies" in the notes to our unaudited condensed consolidated financial statements included elsewhere in this Form 10-Q, there have been no changes to the critical accounting policies as explained in Part 1, Item 7 of the 2018 Form 10-K under the heading "Critical Accounting Policies."

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 3: "Summary of Significant Accounting Policies" to our unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to market risks in the ordinary course of our business. These risks include interest rate risk and, on a limited basis, commodity price risk with respect to foreign exchange transactions. The adverse effects of changes in these markets could pose a potential loss as discussed below. The sensitivity analysis provided does not consider the effects that such adverse changes may have on overall economic activity, nor does it consider additional actions we may take to mitigate our exposure to such changes. Actual results may differ.

Interest Rate Risk. We are subject to market risk associated with changing interest rates on our variable rate long-term debt; the variable interest rates are based on LIBOR. The interest rates applicable to variable rate notes may rise and increase the amount of interest expense on our variable rate long-term debt. We do not purchase or hold any derivative instruments to protect against the effects of changes in interest rates.

As of June 30, 2019, we had $597.5 million of variable-rate debt including current maturities. A hypothetical 50 basis point change in market interest rates would have affected interest expense by approximately $3.0 million in the nine months ended June 30, 2019.

As of June 30, 2019, we had $299.2 million of fixed-rate debt, including current maturities. A hypothetical 50 basis point change in market interest rates would not impact interest expense or have a material effect on the fair value of our fixed-rate debt instruments as of June 30, 2019.

Foreign Currency Risk. We have *de minimis* foreign currency risks related to our station operating expenses denominated in currencies other than the U.S. dollar, primarily the Canadian dollar. Our revenue is U.S. dollar denominated. To date, foreign currency transaction gains and losses have not been material to our financial statements and we have not had a formal hedging program with respect to foreign currency. A 10% increase or decrease in current exchange rates would not have a material effect on our financial results.

Fuel Price Risk. Unlike other airlines, our capacity purchase agreements largely shelter us from volatility related to fuel prices, which are directly paid and supplied by our major airline partners.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this Quarterly Report on Form 10-Q. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q, our principal executive officer and principal financial officer have concluded that as of such date, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, in designing and evaluating the disclosure controls and procedures, management recognizes that any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. Moreover, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

We are subject to commercial and employment litigation claims, FAA civil action proceedings and to other administrative and regulatory proceedings and reviews. We currently believe that the ultimate outcome of such claims, proceedings and reviews will not, individually or in the aggregate, have a material adverse effect on our financial position, liquidity or results of operations. Additionally, from time to time we are subject to legal proceedings and regulatory oversight in the ordinary course of our business.

Item 1A. Risk Factors

We refer you to documents filed by us with the SEC, specifically "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018, which identify important risk factors that could materially affect our business, financial condition and future results. We also refer you to the factors and cautionary language set forth in the section entitled "Cautionary Statements Regarding Forward-looking Statements" of this Quarterly Report on Form 10-Q. This Quarterly Report on Form 10-Q, including the accompanying condensed consolidated financial statements and related notes, should be read in conjunction with such risks and other factors for a full understanding of our operations and financial condition. The risks described in our Annual Report on Form 10-K for the fiscal year ended September 30, 2018 and herein are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit No.	Exhibit Description
10.1**	Term Sheet between American Airlines, Inc. and Mesa Airlines, Inc., effective as of January 29, 2019
31.1	Certification of Principal Executive Officer pursuant to Rule 13(a)-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer pursuant to Rule 13(a)-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002
32.1*	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* This certification will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent specifically incorporated by reference into such filing.

** Certain confidential information contained in this agreement has been omitted because it (i) is not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MESA AIR GROUP, INC.

Date: August 14, 2019

By: /s/ Michael J. Lotz
Michael J. Lotz
President and Chief Financial Officer
(Principal Financial Officer)

Certain confidential information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Term Sheet

- **Overview**. This term sheet (this "Term Sheet") sets forth the agreement of American Airlines, Inc. ("American") and Mesa Airlines, Inc. ("Mesa", and together with American, the "Parties") with respect to the following: (i) the permanent withdrawal of two aircraft from the Code Share and Revenue Sharing Agreement, dated as of March 20, 2001, but effective as of February 1, 2001, by and between American and Mesa, as amended (the "CSA"); (ii) the criteria by which Mesa's performance during the remainder of the term of this Term Sheet will be evaluated for purposes of determining American's rights under the bullet labeled "Withdrawal of Additional Aircraft" below; and (iii) the permanent withdrawal of up to an additional six aircraft in the event that Mesa fails to perform in accordance with such established criteria at any point during the term of this Term Sheet. Capitalized terms used herein but not defined will have the meanings provided in the CSA.

- **Term**. This Term Sheet will become effective upon execution by both Parties and will remain in effect until the earliest of the following to occur: (i) the execution by both Parties of a definitive amendment to the CSA with respect to the subject matter hereof (the "Amendment"); (ii) the date that American provides a Withdrawal Notice (as defined below) to Mesa with respect to the sixth additional aircraft to be withdrawn from the CSA; (iii) the date that Mesa provides an Option Notice (as defined below) to American; and (iv) the expiration or termination of the CSA. Upon the expiration of this Term Sheet, the Parties' relationship will once again be governed only by the provisions of the CSA; provided that (a) any aircraft withdrawn from the CSA pursuant to this Term Sheet as of the date of such expiration will remain withdrawn, (b) any aircraft scheduled to be withdrawn from the CSA pursuant to this Term Sheet as of the date of such expiration will be withdrawn pursuant to the terms hereof, and (c) any amounts paid pursuant to this Term Sheet as of the date of such expiration will be retained by the receiving Party.

- **Initial Aircraft Withdrawal**. Two aircraft (tail numbers to be determined by Mesa in its sole discretion) (the "Initial Withdrawn Aircraft") will be permanently withdrawn from the CSA, effective end of day on April 1, 2019.
    - Mesa will provide a written notice to American on or before March 1, 2019 specifying the tail numbers of the Initial Withdrawn Aircraft.
    - [***]
    - [***]
    - [***]

- **Performance Criteria**. During the term of this Term Sheet, and for purposes of measuring American's Withdrawal Rights:
    - Mesa will perform in accordance with the metrics and obligations described in Exhibit A (the "Mesa Performance Criteria"); and
    - American will perform in accordance with the obligations described in Exhibit B (the "American Performance Criteria").

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED]

- **Performance Failures**.
  - Any failure of Mesa to comply with the Mesa Performance Criteria will be considered a "Failure".
    - Notwithstanding the immediately preceding bullet, if a Failure occurs with respect to any Performance Metric (as defined in Exhibit A), but Mesa's performance with respect to such Performance Metric exceeds the performance of all of American's other regional operators for the same Performance Metric during the same period, such Failure will be waived. For example, if Mesa's CCF for any rolling 45-day period is [***]% (constituting a Failure), but none of American's other regional operators exceed [***]% CCF for the same 45-day period, such Failure will be waived.
  - Upon the occurrence of a Failure with respect to any individual Mesa Performance Criterion with a rolling measurement period (i.e., 45 days or 60 days), the rolling measurement period applicable to such Mesa Performance Criterion will reset such that an additional Failure with respect to such Mesa Performance Criterion may not occur until at least 45 or 60 days, as applicable, after the prior Failure. Subject to the immediately following bullet, a Failure with respect to one Mesa Performance Criterion will not reset the measurement period(s) applicable to any other Mesa Performance Criterion.
  - Notwithstanding anything in this Term Sheet to the contrary: (i) during the period beginning on May 1, 2019 and ending on August 31, 2019, no more than two Failures may occur within any rolling 60-day period; and (ii) during the period beginning on September 1, 2019 and continuing thereafter, no more than two Failures may occur within any rolling 45-day period. If two Failures occur within any such rolling 60- or 45-day period, as applicable (the "First Failure" and "Second Failure", respectively), then upon the occurrence of the Second Failure: (a) if the Second Failure relates to a Mesa Performance Criterion with a rolling measurement period, the rolling measurement period applicable to such Mesa Performance Criterion will reset in accordance with the immediately preceding bullet; and (b) the rolling measurement periods applicable to all other Mesa Performance Criteria will be reset as of the date of the First Failure, such that a third Failure, if any, may not occur until at least 60 or 45 days, as applicable, after the First Failure.
  - Failures, in and of themselves, will not be deemed to be defaults under the CSA, and therefore for purposes of determining that a Failure has occurred, Mesa will have no cure rights and American will have no right to terminate the CSA.
- **Withdrawal of Additional Aircraft**.
  - Upon the occurrence of each Failure, American will accrue a right, exercisable in its sole discretion, to permanently withdraw one aircraft from the CSA (each, a "Withdrawal Right"). Subject to the third bullet under this "Withdrawal of Additional Aircraft" heading, Mesa will determine, in its sole discretion, the tail number of the aircraft to be withdrawn pursuant to each Withdrawal Right.
  - Regardless of the number of Failures, in no event will American accrue more than six Withdrawal Rights in the aggregate during the term of this Term Sheet.
  - American may exercise its Withdrawal Rights as follows:
    - Within 30 days following discovery of each Failure, American will provide to Mesa a written notice of American's intent to exercise the resulting Withdrawal Right (a "Withdrawal Notice"), which will include the Aircraft withdrawal date; provided that (a) the withdrawal date may not be less than 90 or more than 180 days after the date of such notice, and (b) American may not withdraw more than two aircraft from the CSA in any one calendar month.

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED]

        - If American fails to provide a Withdrawal Notice to Mesa within 30 days following discovery of any Failure, American will no longer have that particular Withdrawal Right; provided, however, that American's election not to exercise such Withdrawal Right will have no impact on American's ability to exercise any Withdrawal Rights based on other Failures.

    - Within 30 days following Mesa's receipt of each Withdrawal Notice, Mesa will provide to American a written notice specifying the tail number of the aircraft to be withdrawn pursuant to such Withdrawal Right (a "<u>Tail Number Notice</u>").

        - If Mesa fails to provide a Tail Number Notice to American within 30 days following receipt of any Withdrawal Notice, Mesa will be deemed to have forfeited its right to determine the tail number of the aircraft to be withdrawn pursuant to that particular Withdrawal Right, and American will determine, in its sole discretion, the tail number of the aircraft to be withdrawn pursuant to such Withdrawal Right.

- Subject to the fourth bullet under the heading "Performance Failures," above, American's Withdrawal Rights will be cumulative, and not exclusive, of all remedies available to American under the CSA or otherwise.

- **Mesa's Aircraft Withdrawal Option**.

    - If two or more Failures occur during the term of this Term Sheet, then upon the occurrence of the second Failure and each subsequent Failure, Mesa will accrue the right, exercisable only once in its sole discretion, to permanently withdraw no fewer than six aircraft from the CSA (the "<u>Mesa Option</u>").

    - Mesa may exercise the Mesa Option within 30 days following discovery of the second Failure or any subsequent Failure by providing to American a written notice of Mesa's intent to exercise the Mesa Option (an "<u>Option Notice</u>"), which will include the following information:

        - The tail number of each aircraft to be withdrawn pursuant to the Mesa Option; and

        - The withdrawal date for each aircraft; provided that (a) the withdrawal dates may not be less than 90 or more than 180 days after the date of such Option Notice and (b) Mesa may not withdraw more than two aircraft from the CSA in any one calendar month.

    - If Mesa fails to provide an Option Notice to American within 30 days following discovery of any Failure, Mesa may not exercise the Mesa Option with respect to that particular Failure; provided, however, that Mesa's election not to exercise the Mesa Option with respect to such Failure will have no impact on Mesa's ability to exercise the Mesa Option based on other Failures.

- **Remaining Aircraft**. The withdrawal of any aircraft pursuant to this Term Sheet will not modify in any way either Party's obligations with respect to the expiration of the CSA as to the remaining aircraft, including without limitation the timing of such expiration(s).

- **Compensation**[***]

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED]

- **CSA Conflicts**. During the term of this Term Sheet, in the event of any conflict or inconsistency between the terms or conditions of the CSA and the terms or conditions of this Term Sheet, the terms and conditions of this Term Sheet will control. Without limiting the generality of the foregoing, during the term of this Term Sheet: (i) the accrual and payment of Supportability Credits pursuant to the Seventeenth Amendment to the CSA will be suspended; and (ii) the CD0 and CCF performance thresholds and related bonuses and penalties, as provided in the CSA, will be suspended.

- **Amendment**. The Parties will negotiate in good faith to enter into the Amendment as soon as reasonably practicable following the execution of this Term Sheet.

- **Reservation of Rights**. Each Party hereby reserves all rights, remedies and defenses they may have under the CSA or otherwise. In addition, neither Party waives any of the other Party's defaults, past, current or future. The foregoing notwithstanding, each Party hereby covenants and agrees that, in the event that such Party has claims of any kind against the other Party arising under the CSA and existing as of the effective date of this Term Sheet, such Party will not bring any such claim during the period this Term Sheet or the Amendment, as the case may be, is in effect.

- **General**. Except as expressly modified and/or supplemented by this Term Sheet, all obligations, rights and remedies currently existing under the CSA continue in full force and effect. This Term Sheet may be executed in counterparts, all of which when taken together shall be one and the same document. This Term Sheet (including the Exhibits attached hereto) and the CSA constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior understandings with respect thereto.

- **Offer Expiration; Mesa Board Ratification**. This Term Sheet will expire, and will be deemed to be of no force or effect, if (i) Mesa fails to execute this Term Sheet on or before 11:59pm CST January 22, 2019, or (ii) Mesa provides to American, on or before 11:59pm CST January 29, 2019, a letter from the chairman of the board of directors of Mesa stating that the board of directors failed to ratify this Term Sheet.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Term Sheet to be effective as of the date of execution by both Parties.

AMERICAN AIRLINES, INC.	MESA AIRLINES, INC.
By: /s/ Devon May	By: /s/ Michael J. Lotz
Name: Devon May	Name: Michael J. Lotz
Title: Senior Vice President – Network Strategy	Title: President
Date: January 29, 2019	Date: January 29, 2019

-

<u>Exhibit A</u>
Summary of Mesa Performance Criteria

Subject Matter	Criteria
Scheduling	•Mesa will provide the Final Crew Max, in good faith, no later than [***] days before each month during which Mesa is obligated to provide Flight Services. ○The Final Crew Max that Mesa provides to American for each such month will be no less than the number of block hours American schedules for such month. For the avoidance of doubt, Mesa agrees to fly the block hours provided by American. •Mesa shall not initiate any reduction to the Final Crew Max less than [***] days prior to the applicable month; provided that if [***] or more American-dedicated Mesa captains and/or first officers terminate their employment with Mesa during the calendar month immediately following Mesa's provision of a Final Crew Max, Mesa may amend such Final Crew Max no later than [***] days prior to the month to which such Final Crew Max relates. •[***]
Operational Performance	•Mesa shall meet or exceed all of the below performance metrics (collectively, the "<u>Performance Metrics</u>" and each, a "<u>Performance Metric</u>"): ○[***]: ▪Beginning on May 1, 2019 and continuing until August 31, 2019, [***] must be below [***] per aircraft, inclusive of all category [***] without exclusions, measured on a rolling 60-day basis. ▪Beginning on September 1, 2019 and continuing thereafter, [***] must be below [***] per aircraft, inclusive of all category [***] without exclusions, measured on a rolling 45-day basis. ○<u>CCF</u>: ▪Beginning on May 1, 2019 and continuing until August 31, 2019, CCF must be at or above [***]**%***, measured on a rolling 60-day basis; and ▪Beginning on September 1, 2019 and continuing thereafter, CCF must be at or above [***]**%***, measured on a rolling 45-day basis**.** ○[***]: ▪Beginning on May 1, 2019 and continuing until August 31, 2019, [***] must be at or above [***]**%***, measured on a rolling 60-day basis; and ▪Beginning on September 1, 2019 and continuing thereafter, [***] must be at or above [***]**%***, measured on a rolling 45-day basis**.**

Subject Matter	Criteria
	○CD0 ▪Beginning on May 1, 2019 and continuing until August 31, 2019, CD0, measured on a rolling 60-day basis, must be at or above the percentage provided in the "CD0 May–Aug. 2019" column* of the table below that corresponds to Mesa's actual B0 for each such 60-day period**; and ▪Beginning on September 1, 2019 and continuing thereafter, CD0, measured on a rolling 45-day basis, must be at or above the percentage provided in the "CD0 Sept. 2019 & After" column* of the table below that corresponds to Mesa's actual B0 for each such 45-day period**.

*Note: In the case of any Performance Metric measurement period that straddles two Performance Metric percentage thresholds, the actual percentage threshold used to measure Mesa's performance will be calculated using the daily weighted average of the applicable thresholds over the applicable measurement period.

**Note: Actual B0 will be calculated as the daily weighted average B0 over each such 60- or 45-day period, as applicable.

Operational Performance: CD0 adjustment based on actual B0		
B0	**CD0 May–Aug. 2019**	**CD0 Sept. 2019 & After**
[***]% and above	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%*	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%
[***]% – [***]%	[***]%	[***]%

Operational Performance: CD0 adjustment based on actual B0		
B0	**CD0 May–Aug. 2019**	**CD0 Sept. 2019 & After**
[***]% – [***]%	[***]**%**	[***]**%**
[***]% and below	**N/A**	**N/A**
*Target B0 is [***]%		

Subject Matter	Criteria
Maintenance and Staffing	•Mesa and American agree that the Maintenance Bases are: ○[***] ○[***] ○[***]
Maintenance and Staffing (cont.)	•Mesa and American agree that the Outstation Bases are: ○[***] ○[***] ○[***] ○[***] •[***]

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

Subject Matter	Criteria
	<table><tr><td>[***]</td><td>[***]</td></tr></table> •[***] •[***] •[***] •[***]

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

Exhibit B
Summary of American Performance Criteria

Subject Matter	Criteria
[***]	•American will provide Mesa's monthly block hour projections no later than 160 days before each month during which Mesa is obligated to provide Flight Services. •American's projected "Utilization" will not exceed: o[***] in any calendar year; and o[***] in any calendar month; and o[***] in more than four calendar months in any calendar year. •"Utilization" will be calculated as follows: Utilization = (Total Scheduled block hours during a given period) / (Weighted average of Revenue Available Aircraft during such period) / (Number of days in such period) •Average stage length will be equal to the 2018 annual average stage length (+/-[***]%).
[***]	American will provide a minimum of [***] hours of [***] per calendar month for all schedules starting May 1, 2019. [***] means [***]

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

Subject Matter	Criteria
Mesa Performance Bonus Payments	•CD0 Bonus Payments: ○Beginning on May 1, 2019 and continuing until August 31, 2019, if Mesa's CD0 rate for any rolling 60-day period exceeds [***]**%** [***], American will pay to Mesa a bonus payment, calculated as follows: (CD0 bonus payment) = [***] ○Beginning on September 1, 2019 and continuing thereafter, if Mesa's CD0 rate for any rolling 45-day period exceeds [***]**%** [***], American will pay to Mesa a bonus payment, calculated as follows: (CD0 bonus payment) = [***] •CCF Bonus Payments: ○Beginning on May 1, 2019 and continuing until August 31, 2019, if Mesa's CCF rate for any rolling 60-day period exceeds [***]**%**, American will pay to Mesa a bonus payment, calculated as follows: (CCF bonus payment) = [***] ○Beginning on May 1, 2019 and continuing thereafter, if Mesa's CCF rate for any rolling 45-day period exceeds [***]**%**, American will pay to Mesa a bonus payment, calculated as follows: (CCF bonus payment) = [***] •Upon the accrual of a performance bonus with respect to either Performance Metric, the rolling measurement period applicable to such Performance Metric will reset such that an additional bonus payment with respect to such Performance Metric may not accrue to Mesa until at least 45 or 60 days, as applicable, after the accrual of the prior bonus payment. For the avoidance of doubt, the accrual of a bonus payment with respect to one Performance Metric will not affect the measurement period applicable to the other Performance Metric. •Bonus payments to Mesa will not exceed $[***] per calendar year in the aggregate.

[***]=[CONFIDENTIAL PORTION HAS BEEN OMITTED BECAUSE IT (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jonathan G. Ornstein, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mesa Air Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2019

/s/ JONATHAN G. ORNSTEIN
Jonathan G. Ornstein
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Lotz, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mesa Air Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2019

/s/ MICHAEL J. LOTZ
Michael J. Lotz
Chief Financial Officer

Exhibit 32.1

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jonathan G. Ornstein, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Quarterly Report on Form 10-Q of Mesa Air Group, Inc. for the fiscal quarter ended June 30, 2019 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Mesa Air Group, Inc.

Dated: August 14, 2019

/s/ JONATHAN G. ORNSTEIN
Jonathan G. Ornstein
Chairman and Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Lotz, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Quarterly Report on Form 10-Q of Mesa Air Group, Inc. for the fiscal quarter ended June 30, 2019 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Mesa Air Group, Inc.

Dated: August 14, 2019

/s/ MICHAEL J. LOTZ
Michael J. Lotz
President and Chief Financial Officer