

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

MESA AIR GROUP INC

CIK: **810332** | IRS No.: **850302351** | State of Incorporation: **NV** | Fiscal Year End: **0930**
Type: **S-8** | Act: **33** | File No.: **333-83799** | Film No.: **99670955**
SIC: **4512** Air transportation, scheduled

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410 NORTH 44TH STREET
SUITE 700
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PHOENIX AZ 85008
6026854000

Registration No 333-_____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

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

Nevada
(State or other jurisdiction of
incorporation or organization)

85-0302351
(I.R.S. Employer
Identification No.)

410 North 44th Street, Suite 700, Phoenix, Arizona 85008
(Address of Principal Executive Offices) (Zip Code)

Mesa Air Group, Inc. 1999 Non-Qualified Stock Option Plan
(Full title of the plan)

Corporation Trust Co. of Nevada, One East First Street, Reno, NV 89501
(Name and address of agent for service)

(602) 685-4000
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT (2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (2)	AMOUNT OF REGISTRATION FEE
<S> Common Stock	<C> 189,527(1)	<C> \$7.88	<C> \$1,493,472.76	<C> \$415.19

</TABLE>

- (1) Based on 189,527 shares subject to outstanding options under the Mesa Air Group, Inc. 1999 Non-Qualified Stock Option Plan, which Plan was adopted for the purpose of assuming options of CCAIR, Inc, ("CCAIR") that were assumed by Mesa Air Group, Inc. in connection with the merger of Mesa Merger Corporation with and into CCAIR.
- (2) Estimated solely for the purpose of calculating the amount of the registration fee, pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended, on the basis of the average of the high and low prices for shares of Common Stock on July 23, 1999.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.

The following documents are hereby incorporated by reference herein and shall be deemed a part hereof:

(a) The Annual Report of Mesa Air Group, Inc. ("Mesa") on Form 10-K for the fiscal year ended September 30, 1998, filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(b) All reports filed by Mesa with the Securities and Exchange Commission pursuant to Section 13(a) or 15(d) of the Exchange Act since September 30, 1998; and

(c) The description of Mesa's capital stock contained in its Registration Statement on Form 8-A filed with the Securities and Exchange Commission pursuant to Section 12 of the Exchange Act of 1934.

All documents subsequently filed by Mesa pursuant to Sections 13(a), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES. Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL. Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant's Articles of Incorporation and Bylaws require the Registrant to indemnify its directors and officers and to the fullest extent provided by Nevada law.

The Registrant currently maintains directors' and officers' liability insurance.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED. Not applicable.

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ITEM 8. EXHIBITS.

Exhibit Index located at Page 10.

ITEM 9. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was

registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and

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the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being offered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on July 23, 1999.

MESA AIR GROUP, INC.

By: /s/ Jonathan G. Ornstein

Jonathan G. Ornstein, President
And Chief Executive Officer

By: /s/ Blaine M. Jones

Blaine M. Jones
Chief Financial Officer

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints Jonathan G. Ornstein and Blaine M. Jones, and each of them, his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Form S-8 Registration Statement, and to file the same with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents, or each of them, may lawfully do or cause to be done by virtue hereof.

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the date indicated.

<TABLE> <CAPTION> Signature -----	Title -----	Date ----
<S> By /s/ Jonathan G. Ornstein ----- Jonathan G. Ornstein	<C> President, Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	<C> July 23, 1999
By /s/ Blaine M. Jones ----- Blaine M. Jones	Chief Financial Officer and Treasurer (Principal Financial Officer)	July 23, 1999
By /s/ Paul R. Madden ----- Paul R. Madden	Director	July 23, 1999
By /s/ James E. Swigert ----- James E. Swigert	Director	July 23, 1999
By /s/ Daniel J. Altobello ----- Daniel J. Altobello	Director	July 23, 1999
By /s/ Jack Braly ----- Jack Braly	Director	July 23, 1999
By /s/ Herbert A. Denton ----- Herbert A. Denton	Director	July 23, 1999
By /s/ General Ronald R. Fogelman		

----- General Ronald R. Fogelman	Director	July 23, 1999
By /s/ Maurice A. Parker ----- Maurice A. Parker	Director	July 23, 1999
By /s/ Larry L. Risley ----- Larry L. Risley	Director	July 23, 1999
By /s/ George Murnane, III ----- George Murnane, III	Director	July 23, 1999

</TABLE>

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EXHIBIT INDEX

Exhibit Number	Description
4	1999 Non-Qualified Stock Option Plan
5	Form of opinion rendered by Squire, Sanders & Dempsey L.L.P., counsel for the Registrant
23	Consent of Squire, Sanders & Dempsey L.L.P. (Included in Exhibit 5)

MESA AIR GROUP, INC.
1999 NON-QUALIFIED STOCK OPTION PLAN

1. Purpose of Plan. The Purpose of this Plan is to advance the interest of Mesa Air Group, Inc., a Nevada corporation (hereinafter called the "Company") and its shareholders by providing a means whereby employees of the Company, or any subsidiary thereof, may be given an opportunity to purchase Common Stock (hereinafter called "shares") of the Company under options granted under the Plan, to the end that the Company may retain present personnel upon whose judgment, initiative and efforts the successful conduct of the business of the Company largely depends, and may attract new personnel. Further, this Plan has been adopted to facilitate the assumption of the outstanding options of CCAIR, Inc. ("CCAIR") that were assumed (the "Assumed Options") by the Company in connection with the merger (the "Merger") of Mesa Merger Corporation with and into CCAIR.

2. Shares Subject to the Plan. The aggregate number of shares of the Company for which options may be granted under this Plan shall be 189,527, which shares representing the number of shares of common stock of CCAIR underlying the Assumed Options, as adjusted for the exchange ratio in the Merger; provided, however, that whatever number of shares shall remain reserved for issuance pursuant to the Plan at the time of any stock split, stock dividend or other change in the Company's capitalization shall be appropriately and proportionately adjusted to reflect such stock dividend, stock split or other change in capitalization. Such shares shall be made available from authorized but unissued or reacquired shares of the Company. Any shares for which an option is granted hereunder that are released from such option for any reason shall become available for other options to be granted under this Plan.

3. Administration of the Plan. This Plan shall be administered under the supervision of the Board of Directors. Subject to the express provisions of this Plan, the Board shall have conclusive authority to construe and interpret the Plan, any stock option agreement entered into thereunder, and any stock appreciation right granted thereunder and to establish, amend, and rescind rules and regulations for its administration.

4. Granting of Options. The Board from time to time shall designate from among the full-time key employees of the Company those employees to whom stock options to purchase shares shall be granted under this Plan, the number of shares which shall be subject to each option so granted, and the type of option granted. The Board shall direct an appropriate officer of the Corporation to execute and deliver option agreements to employees reflecting the grant of options.

5. Option Period. No stock option granted under this Plan may be exercised later than ten years from the date of grant.

6. Option Price. The option price shall be fixed by the Board and set forth in the Option Agreement, which price shall not be less than the per share fair market value of the outstanding shares of the Company on the date that the option is granted, as determined by the Board. The Board may fix such option price and authorize one or more officers of the Company to compute the price. The option price may be payable in cash, Company stock, or a combination thereof. The date on which the Board approves the granting of an option shall be deemed the date on which the option is granted.

7. Option Agreement. The Option Agreement in which option rights are granted to an employee shall be in the applicable form (consistent with this Plan) from time to time approved by the Board and shall be signed on behalf of the Company by the Chairman of the Board, the President, any Vice President or the Secretary of the Company other than the employee who is a party thereto, and shall be dated as of the date of the granting of the option, as determined in Paragraph 6 hereof.

8. Amendment and Termination of the Plan. The Company, by action of its Board of Directors, reserves the right to amend, modify or terminate at any time this Plan, or, by action of the Board with the consent of the optionee, to amend, modify or terminate any outstanding option agreement or grant of stock appreciation rights, except that the Company may not, without further shareholder approval, increase the total number of shares as to which options may be granted under the Plan (except increases attributable to the adjustments authorized in Paragraph 2 hereof), change the employees or class of employees eligible to receive options or materially increase the benefits accruing to participants under the Plan. Moreover, no action may be taken by the Company (without the consent of the optionee) which will impair the validity of any option then outstanding.

9. Effective Date of Plan. The Plan shall be effective upon adoption of the Plan by the Board of Directors of the Company.

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10. Expiration of Plan. Options may be granted under this Plan at any time prior to June 8, 2009, on which date the Plan shall expire but without affecting any options then outstanding.

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SQUIRE, SANDERS & DEMPSEY L.L.P.
Counsellors at Law
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40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004

Telephone: (602) 528-4000
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July 26, 1999

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

RE: MESA AIR GROUP, INC. - NON-QUALIFIED STOCK OPTION PLAN
FORM S-8 REGISTRATION STATEMENT

Ladies and Gentlemen:

We have acted as counsel to Mesa Air Group, Inc., a Nevada corporation (the "Company"), in connection with its Registration Statement on Form S-8 (the "Registration Statement") filed under the Securities Act of 1933, as amended, relating to the registration of 189,527 shares of its Common Stock, no par value (the "Shares"), issuable pursuant to the Company's 1999 Non-Qualified Stock Option Plan (the "Plan").

In that connection, we have examined such documents, corporate records and other instruments as we have deemed necessary or appropriate for purposes of this opinion, including the Articles of Incorporation and the Bylaws of the Company.

Based upon the foregoing, we are of the opinion that:

1. The Company has been duly organized and is validly existing as a corporation under the laws of the State of Nevada.
2. The Shares, when issued and sold in accordance with the terms of the Plan, will be validly issued, fully paid and nonassessable.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement.

Very truly yours,

Squire, Sanders & Dempsey L.L.P.

/s/ Squire, Sanders & Dempsey L.L.P.