

ASSIGNMENT AND ASSUMPTION OF LEASE  
WITH CONSENT OF FREMONT COUNTY COLORADO

The parties to this Assignment and Consent agree as follows:

WHEREAS, JustinTime Cargo LLC dba Skydiving Services of Colorado Co. (collectively referred to herein as "Assignor") and Fremont County Board of County Commissioners (referred to herein as the "County") entered into a Fremont County Airport Land Lease dated to be effective on the 26<sup>th</sup> day of February 2019 A.D., a copy of which is attached hereto as Schedule A and made a part hereof (the "Lease") under which is a portion of the Fremont County Airport, in Fremont County, Colorado (referred to herein as the "Property");

WHEREAS, Tenant has caused improvements, including, but not limited to, a hangar building, constructed on the Property, described as Hangar 5, Fremont County Airport, Fremont County, Colorado (referred to herein as the "Hangar");

WHEREAS, Tenant has entered into a contract to sell all right, title and interest in the Hangar and the Lease to Karger Real Properties, LLC. Tenant desires to assign its rights and responsibilities under the Lease to Karger Properties, LLC.

WHEREAS, the County, Assignor, and Karger Real Properties, LLC agree to the assignment of the rights and responsibilities under the Lease to Karger Real Properties, LLC with a release of Assignor as to responsibilities under the Lease.

THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over to Karger Real Properties, LLC, whose mailing address is 1001 Mesquite Ridge, Graford, Texas, 76449, ("Assignee"), all of Assignor's right, title, and interest in and to the Lease and any rights to security deposits held by Assignor in connection therewith, which Lease affects and related to the real property commonly known as No. 5, Fremont County Airport, Penrose, Co. 81240, from and after the date hereof.

1. Assignor hereby assigns all rights and responsibilities of Assignor under the Lease to Karger Real Properties, LLC and Karger Real Properties, LLC hereby accepts the assignment and assumes and agrees to perform and comply with all of the covenants, duties and obligations of Assignor as tenant under the Lease to be performed from and after the date hereof.
2. Assignor represents and warrants to Karger Real Properties, LLC that Assignor (i) is the holder of the tenant's interest in the Lease, (ii) has the full right to assign the Lease, subject to the written consent of the County as stated in Section 8 of the Lease, and (iii) has not previously assigned the Lease.
3. Karger Real Properties, LLC agrees to indemnify and hold Assignor harmless and to defend Assignor against any claim, action, suit or proceeding resulting or arising from any obligation of Karger Real Properties, LLC arising under the Lease from and after the effective date hereof, and Assignor agrees to indemnify and hold Karger Real Properties, LLC harmless and to defend Karger Real Properties, LLC against any claim, action, suit or proceeding resulting

or arising from any obligation of Assignor under of the Lease arising prior to the effective date hereof. Karger Real Properties, LLC agrees that the terms and provisions of the Lease are not modified by this Assignment and Consent and they remain if full force and effect and are binding upon Karger Real Properties, LLC as tenants.

4. The County hereby consents to the assignment of the Lease to Karger Real Properties, LLC upon the express condition the consent shall not be deemed a waiver or relinquishment for the future enforcement of the Lease terms and provisions against Karger Real Properties, LLC and its successors and assigns, and this consent is not deemed to be a waiver or relinquishments of the requirement of consent to any future assignment of the Lease. This consent and release is conditioned upon Karger Real Properties, LLC executing this document to indicate agreement and to bind Karger Real Properties, LLC to the terms of the Lease.
5. Karger Real Properties, LLC agrees to comply with all Fremont County Airport standards, requirement, policies, rules and regulations, now in existence or hereafter adopted by the Board of County Commissions.
6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and there respective successors and assigns.
7. This Assignment may be executed in any number of counterparts and each counterpart will, for all purposes, be deemed to be an original, and all counterparts will together constitute one instrument.

AGREED by all parties to be effective this 17th day of May, 2024:

**ASSIGNOR:** JustinTime Cargo LLC dba Skydiving Services of Colorado Co.

  
\_\_\_\_\_  
By: Jason Dawson, President

**ASSIGNEE:** Karger Real Properties LLC

  
\_\_\_\_\_  
By: Marjorie Karger, Managing Partner

Approved and consent hereby given:

Fremont County Board of Commissioners:

  
\_\_\_\_\_  
(Insert Name Here)

Attachment: Schedule A, Fremont County Airport Land Lease

# BILL OF SALE

THIS BILL OF SALE dated **May 17, 2024** is made and delivered pursuant to the terms of that certain Contract to Buy and Sell dated May 5, 2024 by and among **Skydiving Services of Colorado Co.** (Seller) with the mailing address of PO Box 1175 Canon City, CO 81215 and **Karger Real Properties LLC** (Buyer) with the mailing address of 7359 Doctor Garrison Road, Mansfield, TX 76063.

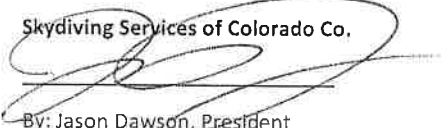
In consideration of the terms of the Contract, Buyer's tender to Seller of the sum of **\$359,000.00** as payment in full, the receipt and sufficiency of which consideration is hereby acknowledged, Seller does sell, convey, transfer, deliver and assign to Buyer its, successors and assigns, all right, title and interest in and to the following Personal Assets:

Hangar #5 located at 60298 Highway 50, Penrose CO 81240, on a 12,650 Square Foot area currently leased to Seller at the Fremont County Airport along with rights to the existing Seller's lease held by JustinTime Cargo LLC now known as Skydiving Services of Colorado Co. The purchase price of said Hangar includes all Overhead Heaters.

Seller represents and warrants that he is the sole owner of Hangar #5, located at the Fremont County Airport, has good and marketable title thereto, has lawful authority to transfer the same to Buyer and that Hangar #5 is free and clear of any and all liens, pledges, charges, debts, mortgages, security interests, judgments and/or any other recorded encumbrances whatsoever, all subject to Buyer's receipt of a fully executed lease assignment from Fremont County, Colorado, substituting Buyer as Tenant thereunder in place of Seller, and except for any limitations as stated in the Contract. This Bill of Sale shall inure to the benefit of Buyer and his heirs, estate, successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date written below.

**Skydiving Services of Colorado Co.**

  
By: Jason Dawson, President

STATE OF COLORADO

COUNTY OF FREMONT

The foregoing instrument was acknowledged by and subscribed before me on this 17th day of May, 2024 By Jason Dawson, President of Skydiving Services of Colorado Co.

Witness my hand and official seal.

My Commission Expires: 11/08/2027

  
Notary Public

DONNA PRATT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20074041917  
MY COMMISSION EXPIRES NOVEMBER 8, 2027