

**LEASE FOR USE OF A PORTION OF BUILDING 14
AT THE FREMONT COUNTY AIRPORT**

THIS LEASE made the date indicated below, by and between the Board of Commissioners for Fremont County, hereinafter called the Landlord, and L3 Doss Aviation, Inc., hereinafter called the Tenant.

WITNESSETH:

1. **PREMISES:** Landlord hereby leases to the Tenant and Tenant hereby leases from the Landlord for the term and upon the terms and conditions hereinafter set forth, the premises described below, and other improvements constructed thereon and together with the right to use all adjoining parking areas, driveways, sidewalks, roads, alleys, and means of ingress and egress insofar as Landlord has the power to lease or license the use thereof, to the extent needed for the operation of the Tenant's business, to-wit:

A portion of Building 14, (Fremont County Airport Office building), including shared use of the conference room and wireless Internet service (Wi-Fi)

2. **TERM:** The primary term of this lease shall commence upon signing of this Lease Agreement and shall continue until December 31, 2021, unless sooner terminated or extended as hereinafter provided. Tenant shall have and is hereby granted the option to extend the term of this lease for additional two year terms upon the same covenants and conditions as provided herein except that the rent shall be negotiated between the Tenant and the Landlord at that time with both parties bargaining in good faith. Tenant shall exercise said option by giving Landlord written notice not less than ninety (90) days prior to the expiration of the primary term of its intention to extend this lease.

3. **RENT:** Tenant agrees to pay the Landlord or its designee, a base rental of \$500.00 per month for each and every month of the term of this lease. The first month's rent shall be prorated based on the number of days the space is available to Tenant after full execution of this Lease Agreement. Said rent to be paid in advance and without demand, on or before the first day of each month. Tenant agrees to pay a late fee equal to 10% of the rent amount for any rent payment not paid within ten (10) days of the due date.

4. **USE OF PREMISES:** The premises may be used for office space to conduct student pilot debriefings and business operations of tenant. The premises shall be available only during normal Fremont County Airport business office hours.

5. **UTILITIES:** Payment of utilities (gas, electricity, water and Wi-Fi) shall be included in the rental amount paid by Tenant, and no additional charges shall be assessed for utility service.

6. **TAXES:** Tenant agrees to pay all real property taxes and assessments levied upon the use of the land, building, improvements and personal property situated thereon during the term of this lease and any extension thereof.

7. MAINTENANCE: Landlord shall be responsible for all structural repairs which shall include roof, walls, foundation, and floor slab. Landlord's responsibility for the roof shall be structural only, and shall not apply to maintenance required by normal wear and tear. Tenant agrees to keep the rented office space in the building used by Tenant in good repair including, but not limited to, the plumbing, electrical wiring, air conditioning, heating equipment and painting.

8. ALTERATIONS: Landlord's written consent shall be required in advance of making any alterations to the leased space.

9. TRADE AND OTHER FIXTURES: Tenant may install or cause to be installed such equipment, trade, and other fixtures as are reasonably necessary for the operation of its business. Such equipment, trade and other fixtures may be installed prior to acceptance of the improvements and shall remain personal property and title thereto shall continue in the owner thereof, regardless of the manner in which same may be attached or affixed to the demised premises. In the event such equipment, trade, or other fixtures are subject to a lien or title retention instrument, the creditor shall have the right and be able to enforce the same as stated therein. Upon the termination of this lease or any extension thereof, Tenant shall repair or have repaired any damages occasioned by the removal of said trade fixtures.

10. INSURANCE: Tenant agrees, at its expense, to maintain general business liability insurance, with personal injury limits of an amount not less than the limits under the Colorado Governmental Immunity Act, §24-10-114, C.R.S. (\$387,000/\$1,093,000 as of January 1, 2018) on the demised premises, in the name of the Tenant with the Landlord listed as an additional insured. Copies of said policies and certificates of insurance shall be delivered to Landlord with evidence that premiums have been paid in full and updated evidence of renewal of insurance shall be provided throughout the term of this Lease. Landlord shall purchase and maintain at all times Fire and Extended Coverage Insurance of no less than 80% of the value of the property; and Landlord shall pay the premiums. Tenant shall insure its property on the premises, and Landlord shall have no responsibility therefor.

11. FIRE OR OTHER CASUALTY: That if, during the continuance of this Lease or the term hereby demised, the said premises shall be so damaged by fire or other casualty, not arising from the fault or negligence of the Tenant, or those in its employ, so that the said premises shall thereby be rendered unfit for use or occupation, then, and in such case the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until said premises shall have been duly repaired and restored. If such damage shall not be substantial, the Landlord shall proceed to repair the same with reasonable diligence. In case the demised premises or any part of the building of which the same are a part, shall be substantially damaged, the Landlord shall have the right to either repair or restore the premises so damaged or may cancel this Lease and end the term thereof, and in case of such cancellation the rent, and any other monies due and owing to the Landlord shall be paid by the Tenant to the date of notice by the Landlord and all further obligations upon the part of either party hereto, shall cease and the estate hereby created shall thereupon terminate.

12. **COMPLIANCE WITH LAWS:** Tenant will promptly and continuously comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Fremont County Airport Rules and Regulations or other lawful authority pertaining to the use and occupancy of the leased premises.

13. **ASSIGNMENT AND SUBLETTING:** Tenant shall have no right to assign or sublease the whole or any part of the demised premises without the express, written consent of Landlord.

14. **SIGNS:** Tenant shall not erect, paint or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Fremont County Board of County Commissioners. Any such signs shall comply with all regulations of the Fremont County Planning and Zoning Department and the Fremont County Airport or standards which might be developed by the Fremont County Board of County Commissioners.

15. **RIGHT OF INSPECTION:** The Landlord reserves and retains for its officers, employees and authorized representatives the right to enter the premises during reasonable business hours and after prior notice for the purpose of inspecting and protecting such premises, and of doing any and all things which the Fremont County Board of County Commissioners may deem necessary for the proper general conduct and operation of the Fremont County Airport, and in the exercise of said Board's police power.

16. **ATTORNEY'S FEES:** If suit is brought to enforce any covenant of this lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the court, together with court costs and other related expenses.

17. **DEFAULT:** In the event the Tenant shall default in the payment of the monthly rent as provided herein, Landlord shall promptly so notify Tenant in writing, and failure of Tenant to cure such default within ten (10) days after receipt of such notice shall, at the option of the Landlord, work as a forfeiture of this lease, or Landlord may enforce performance in any manner provided by law, and Landlord's agent or attorney shall have the right, without further notice or demand, to re-enter and remove all persons from Landlord's property without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent, damages, or breach of covenant, or Landlord's agent or attorney may resume possession of the property and re-let the same for the remainder of the term at the best rental such agent or attorney can obtain and for any deficiency, Landlord shall have a lien as security for such rental upon the fixtures and equipment belonging to Tenant which are on the demised premises. In the event Tenant shall default in the performance of any of the terms or provisions of this lease, other than the payment of monthly rent, Landlord shall promptly so notify Tenant in writing. If Tenant shall fail to cure such default within ten (10) days after receipt of such notice, or if the default is of such character as to require more than ten (10) days to cure after receipt of such notice and thereafter Tenant does not diligently proceed to cure such default, then in either event, Landlord may cure default and such expense shall be added to the next subsequent rent payment due, but any such default shall not work as a forfeiture of this lease.

18. LANDLORD COVENANTS: Landlord covenants that it has good and marketable title to the demised premises in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens, restrictions, and defects in title affecting the rights granted Tenant in this lease.

19. FAA LEASE REQUIREMENTS:

A. The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, without interference or hindrance.

B. The County reserves the right, but shall not be obligated to Lessee to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. This Lease Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States, relative to the development, operation, or maintenance of the Airport.

D. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the Hangar.

E. It is understood and agreed that nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

F. There is hereby reserved to the County for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

G. Lessee by accepting this Lease Agreement expressly agrees it will not permit the growth of any tree on above that elevation established by the County and the F.A.A. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the Hangar and to remove the offending tree, which shall be at the expense of the Lessee.

H. Lessee will not make use of the Hangar in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right, without notice, to enter upon the Hangar and cause the abatement of such interference at the expense of the Lessee.

20. QUIET ENJOYMENT: Tenant, upon paying the rent and performing the covenants and agreements of this lease, shall quietly have, hold and enjoy the demised premises and all rights granted Tenant in this lease during the term hereof and extensions hereto, if any.

21. NOTICES: Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party's authorized agent, or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addressee set forth hereunder, or to such other address as either party may designate in writing and deliver as herein provided.

TENANT:

L3 Doss Aviation, Inc.
c/o L3Harris Technologies, Inc.
Attn: Global Real Estate Department
800 Lee Road
Rochester, NY 14606-0488

with mandatory copies to:

L3 Doss Aviation, Inc.
c/o L3Harris Technologies, Inc.
Attn: Legal Department
1025 West NASA Boulevard
Melbourne, FL 32919

and

JLL Center
Attention: L3Harris Technologies, Inc. Lease Administration
260 Forbes Avenue, Suite 1300
Pittsburgh, PA 15222

LANDLORD:

Board of County Commissioners
615 Macon Ave., Ste. 105
Canon City, CO 81212

AND

Fremont County Airport Manager
Fremont County Airport
60298 U.S. Highway 50
Florence, CO 81226

22. COMPLETE AGREEMENT: This lease contains a complete expression of the agreement between the parties and there are no promises, representations, inducements except such as are herein provided.

THIS LEASE AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

Date: _____

Date: _____

LANDLORD:

TENANT:

Chairman, Board of Commissioners

By: _____
Tina Zinger, Sr. Director
Global Real Estate