

DEVELOPMENT AND GROUND LEASE

Coeur d'Alene Airport

By and Between

Kootenai County

and

Atlas Hangars LLC

DEVELOPMENT AND GROUND LEASE

This Development and Ground Lease (hereinafter "Lease" or "Agreement") is by and between Kootenai County (hereinafter "Lessor" or "County") and Atlas Hangars LLC, (hereinafter "Lessee"). This Agreement is made and entered into effective as of the date of the Board of Commissioners signatures.

WHEREAS, the County owns the Coeur d'Alene Airport (hereinafter "Airport"), located in Kootenai County, Idaho;

WHEREAS, the Airport is governed by Kootenai County;

WHEREAS, Lessee is organized and existing under the laws of the State of Idaho and is authorized to conduct business in the State of Idaho;

WHEREAS, the parties hereto wish to enter into this **Development and Ground Lease** for land of approximately 158,048 square feet, and related improvements, including vehicle parking areas, for the purpose of developing smaller condominium, multi-unit hangars, owned or operated by Lessee or its affiliates, as legally described and depicted generally on Exhibit "A" attached (Legal Description);

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Premises:

County hereby leases to the Lessee the land located and more particularly described in the attached and incorporated Exhibit "A" (hereinafter the "Premises"). The Premises includes the site identified as Exhibit "A" together with easements and access for ingress and egress. Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public. For purposes of this Lease, "Airport Facilities" shall include runways, taxiways, public ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, or other public use facilities that have been constructed by the County and are the direct control of the County.

2. Development Term:

Development Definitions:

Three (3) year milestone shall be defined as Lessee identifying a tenant for all or a portion of the property in Exhibit "A" of this lease and shall occur within the first three (3) years from the date of execution of this lease. Once this milestone is met, Lessee transitions immediately to milestone at five (5) years.

Five (5) year milestone shall be defined as Lessee submitting for construction permits with Kootenai County Community Development or other agency building/planning department per Airport property boundaries, as appropriate, and shall occur within the first five (5) years from the date of execution of this lease. Once this milestone is met, one of the following occurs:

If milestones encompass all of the property in Exhibit "A" of this lease, Lessee transitions immediately to Section 3, Base Term.

If milestones encompass a portion of the property in Exhibit "A" of this lease, Lessee transitions immediately to a development renewal term (renewal term of five (5) year milestone) for the undeveloped portion and shall receive a Lease Addendum with a new Exhibit "A" for the developed portion and transition to Section 3, Base Term.

Renewal term shall be defined as an additional five (5) year milestone for undeveloped property, occurring at the end of the previous five (5) year milestone, or certificate of occupancy or its equivalent, whichever occurs first.

Terms:

This lease allows for a five (5) year development term due to the size of the development's square footage and shall commence upon execution by the Kootenai County Board of County Commissioners. The development term shall be five (5) years with required milestones at three (3) years and at five (5) years. Lessee shall identify a prospective tenant for all or a portion of the property on or before the end of the three (3) year milestone. Lessee shall submit permits for construction before the end of the five (5) year milestone. If milestones are met, this lease shall be extended for another five (5) years for construction consistent with the building permit, as may be amended, that portion of the property not part of the permit will be renewed for an additional five (5) years subject to the three (3) and five (5) year milestones. Upon issuance of certificate of occupancy for any building construction on the property, a lease addendum for developed property with a base term of twenty-five (25) years with an option term of twenty-five (25) years shall be issued to Lessee.

The first three (3) year term of this development term shall be leased at a discounted rate of \$0.05 per sq ft, remaining two (2) years shall be leased at a discounted rate of \$0.175 per sq ft, or until a certificate of occupancy is issued, if issued before the end of the initial five (5) year term. At issuance of certificate of occupancy, land shall be leased at then current ground lease rate associated with the use of the premises. Any renewal term on remaining property shall be leased at the discounted rate of two-thirds (2/3 or 67%) of the then current ground lease rate associated with the use of the premises. All other lease terms will be at the standard airport lease rate(s).

If any milestones are not met for any portion of the property, the undeveloped land reverts back to the Coeur d'Alene Airport with no repayment due to Lessee.

3. Base Term:

This Lease shall be for a Base Term of twenty-five (25) years commencing upon issuance of certificate of occupancy, expiring twenty-five (25) years from that date.

4. Option Terms:

Upon the expiration of the Base Term of this Lease, this Lease shall automatically renew for an additional Option Term of twenty-five (25) years unless Lessee provides written notice to the County of its intent to terminate the Lease at the end of the Base Term a minimum of 180 days prior to the expiration date. Upon expiration or termination as called for herein, Lessee will vacate the Premises as called for in this Agreement.

5. Construction Contingency:

This Lease shall be subject to cancellation if construction of the development identified in Exhibit "A" is not commenced according to the terms in Section 2 and substantially completed according to the terms in Section 2. Commencement, for the purposes of this paragraph shall include the submission of complete construction drawings to the County for review and permitting, the issuance of the appropriate building permits by the County, and the execution of a contract with the Lessee's contractor.

6. Improvements:

Lessee shall provide the County with "as built" drawings of all new construction within thirty (30) days following the issuance of a Certificate of Occupancy. County's representative will verify improved area and unimproved area dimensions of the Premises within thirty (30) days following notice from the Lessee of completion. All improvements constructed or installed by Lessee within the Premises, except utilities and infrastructure improvements required by County and located outside any buildings within the Premises, shall be owned by Lessee.

7. Project Costs:

Lessee shall be solely responsible for all costs associated with any development completed on the Premises. Expenses to construct and install extended infrastructure shall be negotiated between the Lessor and the Lessee upon determination of construction items and costs. Lessor may lower land rent from current base rent down to a minimum of \$0.05 per square foot, or anywhere in between, to amortize agreed-upon costs for infrastructure that benefits the Lessor. The time period of said amortization will depend on infrastructure costs and decreased rent amount and shall be included in the negotiation.

8. Base Rent, Rental Adjustments, Payment of Rent and Late Fees:

Base Rent for first five (5) years following the Development Term shall be at the then current ground lease rate associated with the use of the premises.

Following the initial five (5) year term, the Base Rent rate will be reviewed and established every 5 years based on a combination of any of the following criteria: (1) A survey of similarly situated airports in the Northwest region that offer similar services with the fair market rate being an average of the subject properties and land factoring in age, access to utilities, infrastructure condition, dimensions, capacity, and other conditions that impact the value of the property; (2) An airport based appraisal based on a portfolio of airport properties and improvements comparable to what is in place at COE; (3) The required revenue from the land and improvements required in order to meet the financial self-sufficiency Grant Assurance for the Airport; (4) Whether the land or improvement is being used for an Aeronautical Activity or Non-Aeronautical Activity; (5) the Consumer Price Index ("CPI") five (5) year rolling average for the West B/C region; or (6) or another acceptable aviation rent determinable methodology. Under no circumstance shall the five-year adjustment be set at a rate that is less than the previous adopted rate and/or less than the compounded CPI for the previous five-year period.

One twelfth of the annual Base Rent requirement shall be paid in advance on a monthly basis to the County to the following address, which address may be changed from time to time upon ten days written notice by the County:

Kootenai County
Coeur d'Alene Airport

Attn: Accounts Receivable
10375 Sensor Avenue
Hayden, ID 83835

Without waiving any other right of action available to the County in the event of default in payment of rental hereunder, in the event the Lessee is delinquent for a period of thirty (30) days or more in paying to the County any rental payable to the County pursuant to this Agreement, Lessee agrees to pay the County a late charge for each such delinquent payment equal to five percent (5%) of the total twelve months annual rental. Any payments past due more than fifteen (15) days shall also have interest added thereon at the rate of ten percent (10%) per annum.

9. Agent:

The County appoints the Airport Director, or designee, as agent to receive all Rent, notices and reports under this Lease.

10. Use of Premises:

Lessee shall use the Premises for the purposes as defined in this paragraph and for no other purpose without the express prior written consent of the Airport Director. The improvements on the Premises and the remainder of the Premises shall be used for private aircraft storage, maintenance, and refueling of aircraft owned or operated by Lessee or its affiliates. The use of the Premises must, at all times, be in compliance with the County's Rules and Standards of the Coeur d'Alene Airport as adopted by the County and as may be amended from time to time. The County and Lessee will cooperate in developing appropriate plans in the event a change in the Minimum Standards requires a change to the Premises. Aircraft maintenance conducted on the Premises shall be accomplished in accordance with the Minimum Standards, County Building and Fire Codes, and adopted rules and regulations. Aircraft must be removed from any structure during fueling operations.

11. Parking:

The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers and similar vehicles without the payment of any additional fees to County.

12. Signs:

Lessee may install County ordinance compliant signs and in compliance with the adopted Rules and Standards or other corporate identification of the business on the Premises at its sole cost, provided, however, that the Lessee or its designee has obtained the Airport Director's prior written approval as to the size, type, design and location of these signs or other corporate identification prior to installation.

13. Right to Amend:

If the Federal Aviation Administration ("F.A.A.") or its successor, requires modifications or changes in this Lease as a condition precedent to granting funds for improvements, Lessee agrees to consent to the amendments, modifications, or changes of this Lease as may be reasonably required

and to incorporate such required changes into an amendment to this Agreement; however, Lessee will not be required to pay increased rent or change the use of the Premises or accept a relocation or reduction in size of the Premises until Lessee and the County have fully executed an amendment to this Lease that is mutually satisfactory to all parties.

14. Subordination to U.S.A./F.A.A. Requirements:

This Lease is subordinate to the provisions of any existing or future agreement between County and the United States of America relating to the operation or maintenance of the Airport.

15. Development of Improvements:

All plans and specifications for Lessee's improvements and all renovations, remodeling, refurbishing and construction upon the Premises must meet all fire, building, and other applicable County, state and federal regulations and code requirements. The Airport reserves the right to approve any and all plans. Failure of approval by the Airport may result in termination of this lease agreement. Lessee shall be responsible for obtaining required building permits and for paying all permit fees associated with the development. Upon final completion and acceptance of the improvements by the County, Lessee must provide one set of Mylar as built plans and one electronic copy of the record documents to the County, who will keep one set of plans on file at the Airport Director's office.

Lessee must include in all construction contracts entered into, a provision requiring the contractor, or in the alternative, Lessee, to indemnify, hold harmless, defend and insure County, including its officers, agents, elected officials, and employees, against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the contractor's or its agents' presence on the Premises or the Airport and performance of any or all of the construction work thereon, whether the claims and demands made are just or unjust, unless same are caused by the negligence or willful act of County, its officers, agents, or employees. Lessee must furnish or require the contractor to furnish insurance as required in paragraph 24 herein.

Lessee will be responsible for arranging and paying for, at its sole cost, all utility connections to the site. Utility usage will be billed directly to the Lessee and payment will be the sole responsibility of the Lessee.

The Lessee and contractor will coordinate placement of the facility, design, and construction with the County.

Lessee shall be responsible for causing the Premises and adjacent properties to be maintained in good order and condition during construction and upon completion of the improvements in accordance with commercially reasonable standards at no cost to the County, provided, however, that Lessee shall not be responsible for the acts of third parties except Lessee's agents, contractors, and employees.

Lessee, at its sole expense, shall obtain all licenses and permits required prior to performing any maintenance, repairs, construction on, or use of the Premises. The costs of developing all plans and specifications as provided herein and the construction of improvements and facilities upon the Premises shall be paid solely by the Lessee, without any cost or expense to County whatsoever.

During the construction of the improvements, the Airport Director or designee may enter upon the Premises during normal business hours and make inspections as may be necessary to ensure that the construction of the improvements is performed in accordance with the requirements of this Lease and in accordance with the submitted plans and specifications.

After completing construction of improvements on the Premises, Lessee must certify to the Airport Director that the improvements were completed according to the approved plans and specifications, and that Lessee has complied with all applicable federal, state, and local laws and regulations.

Lessee shall be solely responsible for the payment of all utility charges and assessments related to the Premises and the performance and funding of maintenance required to maintain the Premises in a first-class condition, normal wear and tear excepted, through the Base Term and any executed Option Term(s). Lessee shall also be responsible for arranging for and funding all the required insurance coverages as identified in this Lease and must include the County as an additional insured under the policies.

During this Lease, Lessee shall, subject to the terms and conditions of this Lease, have the continuing right to remodel, renovate and refurbish the Premises subject to the submission of a written request and a complete set of plans to the County, and after obtaining the prior written consent of the County and the appropriate permits. Lessee must provide one set of Mylar as built plans and one electronic copy of all record documents showing any alteration in excess of Twenty-five Thousand Dollars (\$25,000) to the Premises during the term of this Lease to the Airport Director, which plans are to become an Exhibit to this Lease. No substantial changes or alterations shall be made to said plans or specifications after initial approval by the County without further written approval by the Airport Director.

In the event a lien is attached to the Premises or Lessee's leasehold interest, Lessee shall satisfy and remove any such lien within fourteen (14) calendar days of notice of such lien. Lessee shall notify the County in writing immediately upon the receipt of such notice of a lien being filed and within twenty-four (24) hours of the removal of such lien.

In the event of any foreclosure by any lender, financing agency, or guarantor of its lien or liens on the improvements constructed by Lessee, fixtures, or trade fixtures located on the Premises, said lender, financing agency, or guarantor succeeds hereunder to all rights, privileges, and duties of Lessee, including without limitation paying Rent, as if said lender was originally named Lessee herein, and said lender, financing agency, or guarantor will have a reasonable time after the date of foreclosure (not less than three hundred sixty five (365) days to sublease any available improvements. Lessee covenants that all construction, including all workmanship and materials, will be of first-class quality. As used herein, the term "first class quality" means of the same quality as materials used to construct other buildings used for the same or similar purposes already constructed on the Airport property.

16. Repair and Maintenance:

Lessee, at its sole expense, shall make or cause to be made any and all structural repairs, general repairs, and replacements necessary to keep the Premises in a commercially reasonable first-class condition. Lessee shall provide maintenance at its sole expense to keep the interior and exterior of the Premises in a clean, attractive and sanitary condition at all times.

17. Hazardous Substances:

Lessee shall comply, and shall require any sublessee to comply, with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance has occurred or is occurring which affects or threatens to affect the Premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately by oral report, in person, or by telephone, to be promptly confirmed in writing within 24 hours to the Airport Director as required by law or regulation.

Lessee or its designee shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each Hazardous Substance on site or transported in accordance with federal and state transportation laws, which file must be posted and immediately available to any County employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation, and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation following written notice and a reasonable cure period, County may perform any such remediation, and the direct and indirect cost of such action shall be invoiced to the Lessee plus a fifteen percent (15%) administrative fee. Payment of such charges are due and payable upon demand and may not be contested. The rights and obligations set forth in this paragraph shall survive the earlier expiration or termination of this Lease.

18. Nondiscrimination/Affirmative Action:

A. Nondiscrimination – General. Lessee for itself, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the

Premises; (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

B. Nondiscrimination - Business Owner. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Lessee for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

C. Remedy for Breach. If Lessee is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the County may immediately enforce the remedies directed by the Court's decision, which may include the County's right to reenter the Premises, retake possession thereof and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

D. Affirmative Action. Lessee shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide: (a) that no person on the grounds of race, creed, color, religion, sex, age, national origin, disability, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (b) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; (c) that third parties otherwise retained by Lessee or its designee shall provide similar assurances to Lessee or its designee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. Lessee or its designee at no expense to the County shall comply with any applicable requirements of the Americans with Disabilities (ADA) as it may be amended, with respect to the Premises.

19. Compliance with Laws:

A. General. Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied following written notice and a reasonable cure period, may be cause for County's exercising its rights under paragraph 19 of the Lease. During any period of Lessee's or any sublessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction shall not be deemed a breach of this Lease.

B. Federal. Lessee shall comply and shall require any sublessee to comply with all applicable Federal laws, FAA permit requirements, rules, and regulations, including without limitation the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act,

and any other acts that the U.S. Congress passes that apply to the uses and operations at the Premises.

C. State: Lessee shall comply with all applicable state laws, rules, and regulations of the State of Idaho.

D. Local: Lessee shall comply with all applicable County ordinances and rules and regulations promulgated by the County.

20. Termination:

A. Termination by Lessee. Without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time after the happening, and during the existence, of one of more of the following events:

1. The County's permanent abandonment of the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least one hundred fifty (150) calendar days;
3. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days; or
4. The default by the County in the performance of any covenant or obligation on the part of the County to be performed, and the failure of the County to remedy or contract for a remedy, in a commercially reasonable time frame, the default for sixty (60) calendar days after receipt from Lessee of written notice to remedy the same.

B. Termination by County. Without limiting any other rights and remedies to which County may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by County if Lessee:

1. Is in arrears in paying the Rent, fees, or other charges due under this Lease for thirty (30) calendar days after written notice, or such other time as may be provided herein;
2. Makes a general assignment for the benefit of creditors;
3. Abandons the Premises ("abandon" shall mean failing to occupy the Premises for a period in excess of one (1) year);

4. Otherwise defaults in the performance of any of other material covenants of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the County of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

C. **County's Right to Entry Upon Termination.** If County terminates this Lease or if Lessee abandons the Premises, the County may enter upon the Premises.

In the event of termination by the County, the Airport Director or its designee may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. **All property on the Premises is hereby subjected to a contractual landlord's lien to secure payment of delinquent Rent and other sums due and unpaid under this Lease, any and all exemption laws are hereby expressly waived in favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given or which may be given to County but is in addition thereto.**

In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, County may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If County terminates the Lease and re-enters the Premises, the County may re-lease the Premises, and if a sufficient sum is not realized after paying expenses of the re-letting, to pay the Rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after County's written demand therefore. Lessee further agrees to hold harmless and indemnify County including its officers, agents, elected officials, and employees against, from any loss or damage or claim arising out of County's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the negligence or willful misconduct of County or its employees.

D. **Notice of Termination.** If an event of material default occurs, and after due written notice identifying the default, the defaulting party has failed to cure or failed to commence to cure as called for in the notice of default, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) calendar days after the postmarked date of the notice.

E. **Partial Destruction.** If the Premises or the facilities reasonably necessary to operate Sublessee's business are partially damaged, due to acts of God or other acts outside the control of the Lessee or County, to the extent that Lessee cannot use the Premises for its intended use, then, at Lessee's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Lessee and County will mutually agree on a time period for Lessee

to repair the damages to the Premises or Improvements. If the Lease is terminated, as provided for herein, the Rent will be abated from the date of the casualty; provided however, Lessee, as the case may be, must use its insurance proceeds to either replace the improvements or remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Lessee, as the case may be. The Airport Director is the sole judge of the extent of damage to the Airport.

21. Property Rights upon Expiration or Termination:

A. **Removal of Equipment.** Upon the expiration or earlier termination or expiration of this Lease as called for herein, County shall, by written notice to the Lessee, permit any Lessee to remove all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within the time period set forth in the notice, but in no event less than seven (7) calendar days after termination or expiration of the Lease. The County may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within fifteen (15) calendar days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Airport Director or designee. Any fuel storage facilities installed by Lessee must be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Agreement, County may contract for such removal and remediation and the direct and indirect cost of such, plus a fifteen percent (15%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand.

Notwithstanding the foregoing, if any Lessee fails to remove its removable furniture, fixtures and equipment within thirty (30) calendar days after the date determined in the notice, then the County, may at its option, take title to the said property and sell, lease or salvage the same, as permitted by law. Any net expense County incurs in disposing of the Lessee's personal property shall be billed to the Lessee. The County will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

B. **New Lease - Do Not Remove Equipment.** If County and Lessee negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its furniture, fixtures and equipment from the Premises.

C. **Holdover.** Any holding over by Lessee of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy in accordance with terms and conditions contained herein, at a monthly Rent determined at the sole discretion of the County, and subject to surrender upon thirty (30) calendar days' prior written notice.

22. Re-delivery of Premises:

Upon the expiration or earlier termination of this Lease as called for herein, Lessee shall deliver the Premises to County peaceably, quietly and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use and wear excepted, or Lessee shall have the right to remove the improvement and restore the site to its original condition at its sole expense within

ninety (90) days after the expiration or termination date. In addition to a landlord's lien provided by the law of the State of Idaho, the County has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of Rent. If Lessee is unable to remove the improvements within ninety (90) days after the expiration or termination date, then the County and Lessee shall exercise commercially reasonable efforts to discuss and negotiate additional time for the removal of improvements, which in no event shall exceed one (1) year after the expiration or termination date. Lessee shall continue to pay Base Rent until Lessee either has removed its improvements or delivered written notice to the County that Lessee does not intend to remove the improvements remaining within the Premises.

All new lease agreements that are entered into by the County following the adoption of the Rules and Standards by the Board of County Commissioners shall contain a provision in the Lease indicating, and this Lease does hereby provide, that upon termination of the Lease, Lessee has the right of first refusal to enter into a new lease agreement with the County for the Premises under terms and conditions as determined by the County at that time, such that no other party or person may lease the Premises on terms that are not first offered to Lessee for a period of thirty (30) days to accept or reject; and, if Lessee does not elect to accept the terms offered to Lessee, then Lessee shall have the right to remove the improvements within the Premises, at its sole expense, and the ground returned to its original condition within ninety (90) days after the expiration or termination date of this Lease. If the Lessee does not enter into a new lease agreement or remove the improvements, ownership of the improvements in existence or constructed by the Lessee on the Premises during the Term of the Agreement shall revert to the County, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises, ninety (90) days after the expiration or termination date. Other processes relating to the right of first refusal to lease the Premises granted to Lessee under this Section 21 shall be as described in the County's Rules and Standards of the Coeur d'Alene Airport as adopted by the County and as may be amended from time to time.

23. County Obligations:

A. To operate the Coeur d'Alene Airport as a public airport during the Lease Term, subject to the assurances given by County to the United States Government.

B. For sites where utilities are currently available or may be available in the future, at the discretion of the County, to make water, electricity, natural gas, and wastewater service available to a point near the Premises property line on the same basis as it is made available to all business operating at the Airport. Lessee must promptly pay in full all utility assessments as well as usage charges for water, gas, wastewater, electricity and other utilities supplied to the Premises during the Lease Term as the charges become due and payable.

24. Indemnification:

A. General. Lessee must indemnify, hold harmless, defend and insure the County, its officers, agents, elected officials, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the County, its

officers, agents, or employees arising directly or indirectly from or in any way connected with: (a) Lessee's or Lessee's agents' or employees' presence on the Premises or the Airport; (b) Lessee's or Lessee's agents or employees' performance of services authorized under any agreement with County, excepting only that liability as may result from the negligence or the willful misconduct of the County, including its officers, agents, and employees. The rights and obligations set forth in this paragraph shall survive the termination of this Lease.

B. **Special Claims.** Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the County, including its officers, agents, elected officials, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is meritorious, made, failed or asserted by any party other than Lessee against the County, including its officers, agents, and employees or the Premises or improvements thereon or part thereof, or monies owing to the County.

C. **Notice.** Notwithstanding the above identifications, Lessee must give the Airport Director notice of any matter covered hereby and forward to the Airport Director copies of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby within ten (10) calendar days of Lessee's receipt of said notice, demand, summons, or other process.

25. Insurance:

A. At all times throughout the term of this Lease or any renewal thereof, Lessee shall maintain at its own expense, at a minimum, the following insurance coverage, as required by their use:

1. Commercial General Liability Insurance - \$2,000,000 each occurrence and \$4,000,000 annual aggregate, with contractual liability for insured contracts;
2. Aviation Liability, including Aircraft and Premises Liability Insurance - \$1,000,000 per occurrence;
3. Property Insurance as provided in Paragraph B below; and
4. Any other insurance coverages required by state or federal laws or regulations applicable to Lessee.

B. **Property Insurance** - Lessee shall, at its sole cost and expense, obtain an insurance policy insuring any of the buildings located on the Premises, with coverage for all-risk or special form property perils. The coverage under this policy shall be on a replacement cost basis for the full value of the buildings and not subject to a coinsurance penalty.

C. The policies listed above in A.1. and A.2. shall name County as an additional insured. All insurance required by this Lease must be primary insurance and not in excess of or contributing

with other insurance which Lessee or its designee may carry. Certificates of insurance, showing evidence of the required insurance coverage, shall be provided to County. The insurance policy (ies) shall not be cancelled or the conditions materially altered without ten (10) calendar days prior written notice to County.

Lessee is responsible for payment of deductibles with respects to the insurance required above. Lessee's policies shall include legal defense fees outside of the above required liability policy limits. All liability policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per occurrence" basis. Lessee shall obtain the insurance policy (ies) from insurance companies having an "A.M. BEST" rating of A-; and Financial Size Category (FSC) of VII or better and authorized to do business in the State of Idaho.

If Lessee fails to maintain the required insurance, then Lessee will defend, indemnify and hold harmless County and its officials, contractors, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection to County as would have been provided if Lessee had maintained the required insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to County (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the required insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Lessee, its subcontractors, agents, employees or delegates. Lessee agrees that this indemnity shall be construed and applied in favor of indemnification. Lessee also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

The County may annually assess the level and types of insurance required by this Lease. The County may reasonably increase or decrease the level or types of insurance by giving Lessee notice not less than sixty (60) calendar days prior to the annual anniversary date of the Effective Date of this Lease. Lessee shall retain the newly required coverage prior to the annual anniversary and provide the required insurance certificate(s) evidencing the change to the Airport Director.

The amounts of all required insurance policies must not be deemed a limitation of Lessee's covenant to indemnify County, and if Lessee or County becomes liable in an amount in excess of the amount(s) of said policies, then Lessee must indemnify County from the whole thereof, except in the event of negligent or willful misconduct on the part of County, its officers, or employees.

Notwithstanding the foregoing, County reserves the right to immediately terminate this Lease if Lessee is not in compliance with the insurance requirements contained herein, and County retains all rights to pursue any legal remedies against Lessee.

26. Rights to Sublease and Assignment.

Lessee has the right to sublease any or all of the Premises subject to the approval of the

Kootenai County Board of County Commissioners, at its sole discretion. For any approved sublease, Lessee must ensure that any sublessee abides by the terms and conditions of this Agreement, and that this Agreement shall be included as an exhibit to any sublease Agreement between Lessee and sublessee. Sublessee shall not be permitted to further sublease the premises.

The Lessee shall not assign or transfer this Agreement, or any right of leasehold interests granted to it by this Agreement or sublet or otherwise transfer any interest in or to the Leased Premises without the prior written consent of the Kootenai County Board of County Commissioners, which consent shall be granted at its sole discretion.

27. Notice:

Notices are sufficient if in writing and sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service with proof of delivery, or by email (followed by written notice confirmed by certified mail or overnight delivery service, as addressed below:

If to County:

Kootenai County
Coeur d'Alene Airport
Airport Director
10375 Sensor Avenue
Hayden, ID 83835
Email: kcair@kcgov.us

If to Lessee:

Atlas Hangars, LLC
11236 N Government Way
Hayden, ID 83835-9608
Email: lacy@21goldchoice.com

Or to any other address that may be designated in writing from time to time.

Hangar Addresses: W Sky Hawk Ln, Hayden, ID 83835

28. General Provisions:

A. Mineral Rights. County expressly reserves all water, gas, oil and mineral rights in and under the soil beneath the Premises but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

B. No Waiver of Forfeiture. Any failure or neglect of County or Lessee at any time to

declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive County's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

C. Force Majeure. Neither County nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this Lease and the obligation of County to deliver the Premises.

D. Quiet Enjoyment. County covenants that it has the authority to execute this Lease, that at commencement of the Lease, County has good title to the Premises and that throughout the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of Rent and other charges and to its performance of the covenants of this Lease. County agrees to remedy any violation of quiet enjoyment caused by County or one of the other tenants and to honor Lessee's tenancy for the term of the Lease.

E. Rules and Regulations of the Coeur d'Alene Airport and Minimum Standards for Commercial Aeronautical Activities. The County has adopted and will enforce Minimum Standards and reasonable rules and regulations to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises, and the health, safety and welfare of those using the Premises. The Minimum Standards and rules and regulations may be amended from time-to-time following notice to Lessee.

F. Venue. Venue of any action brought under this Lease lies in Kootenai County, Idaho, exclusively, where the Lease was executed and will be performed.

G. No Third-Party Benefit. No provision of this Lease creates a third-party claim against the County, the Airport, or the Lessee beyond that which may legally exist in the absence of any such provision.

H. Taxes and Licenses. Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or County, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or County. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of

its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date.

I. **Trash and Refuse.** Lessee must arrange for the collection and lawful disposal of all trash and other refuse resulting from operations on the Premises; must provide and use suitable sealed fireproof receptacles approved by Airport Director for all trash and other refuse generated by the use of the Premises; must prohibit piling of boxes, barrels or other similar items in or within view from a public area; must comply with all applicable laws and regulations relative to trash disposal; and must pay or cause to be paid the costs associated with trash removal and disposal.

J. **Terms Binding on Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and County.

K. **Estoppel.** Both parties agree that at any time, and from time to time at reasonable intervals, within fifteen (15) business days after written request by the other party, said party will execute, acknowledge and deliver to the party designated by the other party, a certificate in a form as may from time to time be provided, certifying to the extent true and correct the following, as well as any other provision reasonably requested by the other party: (a) that Lessee has entered into occupancy of the Premises and the date of said entry if requested; (b) that this Lease is in full force and effect, and has not been assigned, transferred, modified, supplemented, or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between County and Lessee as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease to be performed by County, if any, have been satisfied (and if not, what conditions remain unperformed); (f) that to the knowledge of the signor of said writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no then existing defense or offsets against the enforcement of this Lease by County, or instead specifying each default, defense or offset of which the signor may have knowledge; and (g) the amount of Rent or other charges, if any, that has been paid in advance and the amount of security, if any, that has been deposited with County.

L. **Leasehold Mortgage.** As used herein, **"Leasehold Mortgage"** means the mortgage or deed of trust covering Lessee's leasehold interest in this Lease given by Lessee to Leasehold Mortgagee to secure repayment of funds advanced or to be advanced by a Leasehold Mortgagee to Lessee to construct the Development. **The County shall authorize Lessee to utilize the Leasehold Mortgage as a means of collateral to any lending institution for purposes associated with the business operations of Lessee at the Airport.** As used herein, **"Leasehold Mortgagee"** means the mortgagee or beneficiary under the Leasehold Mortgage. As used herein, **"mortgage"** means any mortgage, deed of trust or other indenture consisting of a lien on Lessee's leasehold interest created hereunder, together with a promissory note or obligation or bond which it secures. Subject to the conditions set forth herein, Lessee may mortgage its leasehold interest created hereunder, solely for the purpose of: (1) obtaining financing to construct the Development, including any additional construction or alteration thereof, made subsequent to the initial construction; (2) refinancing said

construction mortgage; and (3) providing financing in connection with the assignment or transfer by Lessee of its interest in this Lease and its leasehold interest created hereunder; provided however, that with respect to the financing described in clauses (2) and (3) above, the principal amount of any mortgage must not be greater than the original principal amount of the mortgage obtained to construct the Development, including any additional construction or alteration thereof, made subsequent to the initial construction as provided:

1. Said mortgage in no way affects or diminishes County's interest in the Premises, or its rights under this Lease, nor relieves Lessee of any of its obligations hereunder;
2. Under no circumstances is County's fee interest in the Premises or rights under this Lease subordinate to said mortgage;
3. Said mortgage conveys no interests in any real property other than Lessee's leasehold interest in the Premises hereunder;
4. The making of said mortgage by Lessee will not be deemed to constitute an assignment or transfer of this Lease, nor will any mortgagee be deemed an assignee or transferee of this Lease;
5. Rights of Leasehold Mortgagees:
 - a. No Leasehold Mortgage is binding upon County in the enforcement of its rights and remedies under this Lease unless and until a copy thereof has been delivered to the County Treasurer;
 - b. The County agrees to execute an estoppel certificate and any other similar documentation as may reasonably be required by Leasehold Mortgagee so as to certify to the status of this Lease and to the performance of Lessee hereunder as of the date of said certification;
 - c. Lessee shall furnish the Airport Director a written notice setting forth the name and address of any Leasehold Mortgagee; and
 - d. If a Leasehold Mortgagee or purchaser at foreclosure of the mortgage acquires Lessee's leasehold interest in the Premises by virtue of the default of Lessee under the mortgage or otherwise, this Lease will continue in full force and effect so long as Leasehold Mortgagee or purchaser at foreclosure is not in default hereunder, including the obligation to timely pay Rent. For the period of time during which Leasehold Mortgagee or any purchaser at foreclosure of a mortgage holds Lessee's leasehold interest in the Premises, Leasehold Mortgagee or said purchaser becomes liable and fully bound by the provisions of this Lease.

6. With respect to any Leasehold Mortgagee of the Premises, County agrees that the following apply:
 - a. If requested by a Leasehold Mortgagee, who is duly registered in writing with the County, any notice from County affecting the Premises must be simultaneously delivered to Lessee and said Leasehold Mortgagee at its registered address, and if so registered, no notice of default or termination of this Lease affecting the Premises given by County shall be deemed legally effective until and unless like notice has been given by County to said Leasehold Mortgagee;
 - b. Any Leasehold Mortgagee entitled to said notice shall have any and all rights of Lessee with respect to the curing of any default hereunder by Lessee; and
 - c. County will not enter into any material modification of this Lease affecting the Premises without the prior written consent thereto of each Leasehold Mortgagee entitled to notice as provided in this paragraph. The foregoing does not apply nor may it be construed to apply to any right the County may have to terminate this Lease pursuant to its terms. Lessee must provide any Leasehold Mortgagee with notice of any proposed modification.
7. If County elects to terminate this Lease for any material default by Lessee with respect to the Premises, the Leasehold Mortgagee that has become entitled to notice as provided in this paragraph has not only any and all rights of Lessee with respect to the curing of any default, but also the right to postpone and extend the specified termination date of the Lease (**“Leasehold Mortgagee’s Right to Postpone”**), contained in any notice of termination by County to Lessee (**“Termination Notice”**), for a maximum of ninety (90) days, subject to the following conditions:
 - a. Leasehold Mortgagee must give Airport Director written notice of the exercise of Leasehold Mortgagee’s Right to Postpone at least ten (10) days prior to the date of termination specified by Airport Director in the Termination Notice and simultaneously pay to County all amounts required to cure all defaults then existing (as of the date of the exercise of Leasehold Mortgagee's Right to Postpone) which may be cured by the payment of a sum of money.
 - b. If Leasehold Mortgagee’s Right to Postpone is exercised, Leasehold Mortgagee must pay any sums and charges which may be due and owing by Lessee and promptly undertake to cure, diligently prosecute, and as soon as reasonably possible, complete the cure of all defaults of Lessee with respect to the Premises which are susceptible to being cured by Leasehold Mortgagee. Leasehold Mortgagee’s exercise

of its Right to Postpone may extend the date for the termination of this Lease specified in the Termination Notice for a maximum of six (6) months.

c. If, before the date specified for the termination of this Lease as extended by a Leasehold Mortgagee's exercise of its Right to Postpone, Leasehold Mortgagee has performed and observed all of Lessee's covenants and conditions under the Lease with respect to the Premises and no further defaults with respect to the Premises have occurred which have not been timely cured, then all defaults under this Lease, with respect to the Premises, will be deemed to have been cured and County's Termination Notice will be deemed to have been withdrawn.

d. Nothing herein may be deemed to impose any obligation on County's part to deliver physical possession of the Premises to a Leasehold Mortgagee.

e. If more than one Leasehold Mortgagee seeks to exercise any of the rights provided for in this paragraph, the most senior lien holder is entitled, as against the others to exercise said rights. Should a dispute arise among Leasehold Mortgagees regarding the priority of lien, Leasehold Mortgagees must provide evidence substantiating the correct priority of the competing liens to the satisfaction of the County Attorney prior to taking any action with respect to exercising said lienholder rights.

M. Radio Antenna. Subject to the County's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Lessee or any sublessee, as the case may be, may furnish and install at its own expense, a radio antenna either adjacent to the improvements or on the roof of the improvements on the Premises subject to: (a) any and all federal, state and local laws, ordinances, statutes, rules, regulations and orders applicable thereto; (b) Lessee, as the case may be, obtaining any and all building and other permits, licenses and other approvals with respect thereto; (c) the antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; and (d) any and all costs of maintaining and operating the same must be paid entirely by the Lessee. Upon the expiration or earlier termination of this Lease as identified herein, Lessee shall cause the removal of the antenna(s) and the restoration of any damage to the improvements and Premises caused by the installation and/or removal thereof. Lessee shall be responsible for all costs for the repair and maintenance of said installation of the antenna.

N. Severability. Each provision, paragraph, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

O. Voluntary and Knowing Action. The parties, by executing this lease, state that they have carefully reviewed this lease and understand fully the contents hereof; that in executing this lease they voluntarily accept all terms described in this lease without duress coercion, undue influence, or otherwise; and that they intend to be legally bound thereby.

P. Authorized Signatories. The parties each represent and warrant to the other that: (1) the persons signing this lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this lease against it. Each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Q. Idaho Law. This lease shall be construed and enforced in accordance with the laws of the State of Idaho.

R. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

S. Records Availability and Retention. Lessee agrees that the County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six (6) years from the date of termination of this Lease.

T. Waiver and Assumption of the Risk: Lessee knows, understands and acknowledges the risks and hazards associated with using the Facilities, Building, and Premises and hereby assumes any and all risks and hazards associated therewith. Lessee hereby irrevocably waives any and all claims against Lessor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee as a result of using the Facilities, Building or Premises and hereby irrevocably releases and discharges Lessor and any of its officials, employees or agents from any and all claims of liability.

U. Attorney Fees: Lessee shall pay all costs, attorney fees, and expenses incurred by Lessor to enforce this agreement.

V. Incorporation: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

(Remainder of page intentionally left blank.)

This document shall be effective based on the signature dates below. All parties agree to electronic signatures.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS
SIGNATURES**

**ATTEST:
JENNIFER LOCKE, CLERK**

LESSEE: ATLAS HANGARS, LLC

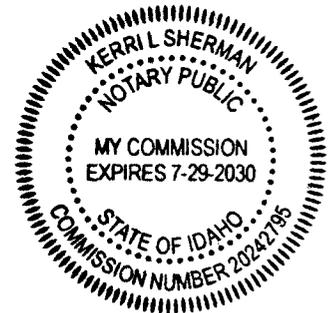
By:

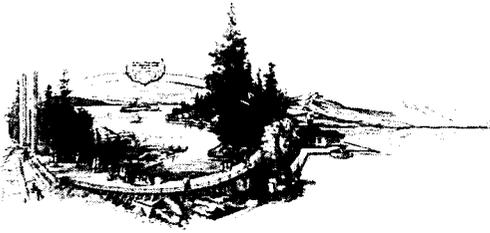
[Signature]
Robert A. McCarthy, Manager

STATE OF ID)
) ss.
COUNTY OF KOOTENAI)

On this 8th day of AUGUST, in the year 2025, before me, KERRI L. SHERMAN,
Notary Public in and for the State of ID, personally appeared ROBERT A. MCCARTHY,
manager or member of the limited liability company that executed the instrument or the person who
executed the instrument on behalf of said limited liability company and acknowledged to me that
such limited liability company executed the same.

[Signature]
Notary Public
Residing at Hayden, ID
My Commission Expires 07/29/30





Rodney E. Jones
Kootenai County Surveyor

451 Government Way • P.O. Box 9000 • Coeur d'Alene, Idaho 83816-9000
(208) 446-1570 • Fax (208) 446-1501 • E-Mail: rjones@kcgov.us

Coeur d'Alene Airport
Sky Hawk Condos
April 21, 2025

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the northwest quarter of Section 15, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 15 marked by a 2 inch aluminum cap per CP&F Instrument No. 2047502000 from which the center quarter corner of said Section 15 marked by a 3 inch brass cap per CP&F Instrument No. 1268874 bears S88°19'15"E, a distance of 2666.16 feet;
Thence N00°39'58"E along the west line of said northwest quarter a distance of 1289.46 feet;
Thence S89°54'58"E, a distance of 30.00 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463 and the TRUE POINT OF BEGINNING of the herein described lease area;
Thence N00°39'58"E, a distance of 146.41 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463;
Thence S89°54'58"E, a distance of 1063.91 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463;
Thence S00°05'02"W, a distance of 161.41 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463;
Thence N89°54'58"W, a distance of 22.87 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463;
Thence 120.72 feet along a curve to the right with a radius of 985.00 feet, a central angle of 7°01'18" and a chord bearing N86°24'19"W for a distance of 120.64 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463;
Thence 124.40 feet along a reversing curve to the left with a radius of 1015.00 feet, a central angle of 7°01'18" and a chord bearing N86°24'19"W, for a distance of 124.31 feet to a set 5/8 inch iron rod with a yellow plastic cap marked PLS 12463;
Thence N89°54'58"W, a distance of 798.02 feet to the TRUE POINT OF BEGINNING of the herein described lease area.

Contains 158,048 square feet more or less.

Reserving an easement over the west 60 feet thereof for the installation and maintenance of sewer mains, water mains and common utilities.

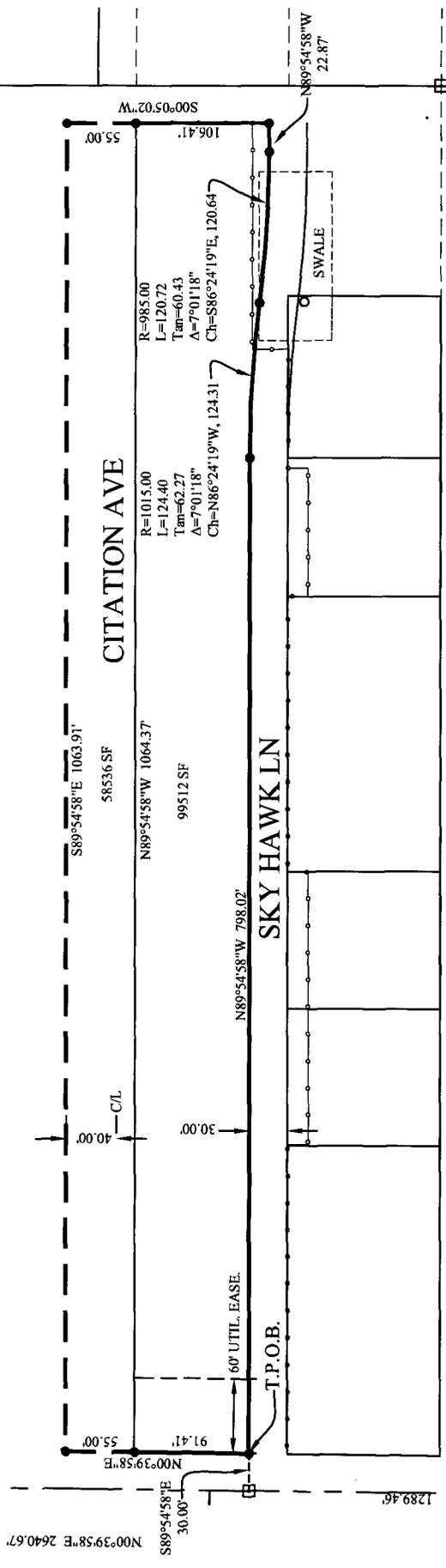


NORTHWEST CORNER OF SECTION 15, T5IN, R4W, B.M. NOT SET, FALLS IN RUNWAY. CALCULATED BY HOLDING FOUND WITNESS CORNER 250.00 FT ON SECTION LINE TO SOUTH

H-SCALE 1" = 100



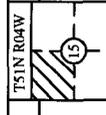
- SET 5/8"X24" REBAR WITH PLASTIC CAP PLS 12463 OR 1" COPPER MONUMENT IN ASPHALT PLS 12463 BASIS OF BEARINGS PER ROS BK 30, PG 298



WEST QUARTER CORNER OF SECTION 15, T5IN, R4W, B.M. 2 IN. ALUMINUM CAP PLS 10699 PER CP&F 2047502000

EXHIBIT "A"
SKY HAWK LANE CONDOMINIUMS
LEASE AREA DESCRIPTION

KOOTENAI COUNTY
451 GOVERNMENT WAY
P.O. BOX 9000
COEUR D'ALENE ID, 83816
PAGE 2 OF 2 DATE 4/21/2025



CHUBB®

1100 Poydras Street, Suite 2150
New Orleans, LA, 70163
Tel (504)427-9289

TO: Nic Lagulli
AVSURANCE CORPORATION,
ANN ARBOR, Michigan, 48108-2206
EMAIL: niagulli@avfuel.com

FROM: Cole Roy
DATE SENT: August 18, 2025

SUBJECT: **Sensor Ave LLC, Atlas Hangars LLC**

COMMENTS: We have pleasure in enclosing our Aviation Operations binder(s) and premium invoice(s) in respect of the referenced Insured.

Thank you for placing this business with Chubb.

Best Regards,



Cole Roy

CHUBB®

1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel (504)427-9289

TO: Nic Lagulli
AVSURANCE CORPORATION
ANN ARBOR, Michigan 48108-2206

FROM: Cole Roy
RISK ID:

EMAIL: niagulli@avfuel.com

DATE SENT: August 18, 2025

AVIATION OPERATIONS LIABILITY BINDER
WITH
ACE PROPERTY AND CASUALTY INSURANCE COMPANY
(AA S&P, A++ BEST)

In accordance with your instructions we have bound the insurance described below. This binder will be replaced by the policy when issued. **Policy No: AAP N1119882A 001**

Please read this binder carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this binder are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This binder has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this binder.

NAMED INSURED: Sensor Ave LLC, Atlas Hangars LLC

NAMED INSURED'S ADDRESS: 11236 N GOVERNMENT WAY HAYDEN ID 83
835
HAYDEN, Idaho, 83835

PERIOD: From: August 18, 2025 To: August 18, 2026
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST: The Insured's legal liability to which this policy applies, arising out of the Insured's Aviation operations at the following airport location(s):

F.A.A. ID	State	Name
COE	ID	All premises necessary or incidental to the Aviation Operations of the Named Insured

SUM INSURED: \$2,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit.	Not Insured
Personal Injury and Advertising Injury Annual Aggregate Limit.	\$2,000,000
Malpractice Annual Aggregate Limit.	Not Insured
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.	Not Insured
Fire Damage Limit Any One Fire.	\$50,000
Medical Expense Limit Any One Person.	\$1,000
Hangarkeepers not “in flight” Limit Any One Occurrence.	Not Insured
Hangarkeepers not “in flight” Limit Any One Aircraft.	Not Insured
Non-Owned Aircraft Liability Limit Any One Occurrence.	Not Insured

DEDUCTIBLE: Nil Each Occurrence or offense, but not to exceed annual aggregate
 Nil

CONDITIONS: The Aviation Operations Policy contains, inter alia, the following exclusion clauses:

- War, Hi-Jacking and Other Perils Exclusion Clause
- Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

- 30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
- 10 days notice for non-payment of premium. This provision does not override the Automatic

Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP ID (11/99) Idaho Changes - Cancellation and Nonrenewal

Schedule of Policy Forms applicable to airports and locations **Idaho**

in:

Form Reference and Edition	Title
AAP 200 (10-24)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11/99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11/99)	Airport Owners and Operators General Liability Policy - Schedule of Endorsements
AAP 202 (11/99)	Airport Owners and Operators General Liability Policy
AAP 220 (11/99)	Immunity Waiver Endorsement
AAP 237 (11/99)	Nuclear Risks Exclusion Clause
AAP 242 (11/99)	Personal Injury Limitation Endorsement

AAP 243 (11/99)	Airport Operations Change Endorsement
AAP 255 (03/08)	Date Recognition Limited Coverage Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 273 (11/03)	Pollution Endorsement
AAP 275 (01/15)	Limited Terrorism Coverage Endorsement
AAP 277 (01/06)	Silica And Silica-Related Dust Exclusion
AAP 306 (03/08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03/08)	Amendment to Supplementary Payments (Court Cost) Endorsement
AAP 316 (03/24)	Exclusion – Access To Or Disclosure Of Confidential Or Personal Material Or Information – Advertising Or Personal Injury
AAP 317 (03/24)	Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
AAP 340 (03/24)	Information Laws and Data Privacy Exclusion
AAP 342 (03/24)	Loss In Progress Endorsement
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TRIA15e (08/20)	Policyholder Disclosure Notice of Terrorism Insurance Coverage

ANNUAL	
GL Premium:	\$2,035
ANNUAL	
TRIA Premium:	Not Purchased
ANNUAL	
WAR Premium:	Not Purchased
TOTAL:	\$2,035

Please read this document carefully and advise us of any discrepancies immediately.

On behalf of ACE Property and Casualty Insurance Company

By 
Authorized Representative

CHUBB®

ACE Property and Casualty Insurance Company
Insurance Company

Sensor Ave LLC, Atlas Hangars LLC
Policyholder

N1119882A 001
Policy Number

AVSURANCE CORPORATION
Broker/Producer

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT WILL REIMBURSE 80%, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$As Quoted, however you elected to decline such coverage. By signing the Notice of Election, you are acknowledging your declination of such coverage.