

1 ARTICLE I

2 PREMISES AND PRIVILEGES

3 A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby
4 leases from Lessor that certain parcel of real property, together with improvements (hereinafter called
5 the premises), for its exclusive use, specifically described as follows:

6 Main Parcel – 2400 Overlook Drive

7 Commencing at the South East Corner of Section 25, T. 1 N., R. 25 E.,
8 P.M.M. Yellowstone County, Montana; thence N 01°35'55" E a distance of
9 1,587.84 feet to the Point of Beginning; thence N 00°50'57" W a distance of
10 130.00 feet; thence N 89°09'11" E a distance of 212.69 feet; thence
11 S 00°50'57" E a distance of 130.00 feet; thence S 89°09'11" W a distance of
12 212.69 feet.

11 Said parcel containing 27,649.70 square feet.

12 Premises is further depicted on attached Exhibit A, and by said reference made
13 a part of this Lease.

14 B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the
15 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and
16 covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,
17 rules and regulations as now or may hereafter have application at the Airport.

18 1) The general unrestricted use of all public airport facilities and
19 improvements, which are now or may hereafter be connected with or appurtenant to
20 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for
21 non-commercial aviation activity as herein defined. For the purpose of this Lease,
22 public airport facilities shall include all necessary landing area appurtenances
23 including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and
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1 automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities,
2 Terminal facilities, or other public facilities appurtenant to said Airport.

3 2) The right of ingress to and egress from the premises over and across
4 public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons
5 and invitees, suppliers of service and furnishers of material.

6 C. Specific Privileges, Uses, and Rights. In addition to the general privileges,
7 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to
8 Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as
9 defined in subparagraphs 1 through 5 below, subject to the conditions and covenants hereafter set out:

10 1) The maintenance, storing, and servicing of aircraft, which shall include
11 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,
12 and accessories therefore.

13 2) The right to use vehicles necessary for the servicing of aircraft.

14 3) The storage of non-commercial aircraft not owned by the Lessee.

15 4) The maintenance of an office on the premises necessary for the conduct
16 of the activities defined herein.

17 5) The aforementioned rights shall apply to the persons, firms, or
18 corporations having actual possession and occupancy of the hangars described herein,
19 and the agents, employees, and invitees of such persons, firms, or corporations.

20 D. Concessions, Services, and Uses Excluded. The following concessions,
21 services, uses, and the establishment thereof shall be specifically excluded from this Lease:

22 1) Ground and air transportation for hire.

23 2) Vehicle or equipment rental services.
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3) Food sales (except the sale of tobacco, confections, and refreshments through coin-operated vending machines).

4) News and sundry sales.

5) Barber, valet, and personal services.

6) Fuel sales (aircraft or vehicle).

7) On site fuel storage and fuel storage facilities.

8) The buying and selling of aircraft, parts and accessories, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.

9) Flight schools and flight instruction, except that Lessee or Lessee's Chief Pilot shall have the right to give private instructions to employees of the Lessee.

10) Aircraft repair and servicing, except on Lessee's or sublessee's own aircraft.

11) Storage of vehicles, campers, boats, trailers, motor homes, or other recreational vehicles, or parts for such.

12) The maintenance, repairing, or restoring of motorized vehicles.

13) Storage of any household items.

14) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

15) Improper storage of any chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances.

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- 16) Off-premise parking.
 - 17) Storage of any items outside of the hangar structure.
 - 18) Any non-aviation or non-aeronautical activity.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over the above described leasehold together with other necessary rights-of-way over said leasehold for access purposes. Said reserved rights-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities serving said tenants.

F. Access/Inspection by Lessor. The Lessor or any person designated by the Lessor, shall at all times have reasonable access to the premises, and in the event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem necessary for the protection of persons or property.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of April 2022, and terminating on the 31st day of March 2032.

B. First Right of Refusal. At the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity. Provided, that the Lessor shall have the sole discretion as to the use of said premises and whether or not it will be relet at the end of said term. Provided further, that sixty (60) days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to

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2 exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice
3 in writing of its decision and the proposed terms. Lessee shall have thirty (30) days in which to give
4 Lessor notice in writing of acceptance.

5 C. National Emergency. In the event the rights and privileges hereunder are
6 suspended by reason of war or other national emergency, the term of this Lease shall be extended by
7 the amount of the period of such suspension.

8 ARTICLE III

9 RENTAL AND FEES

10 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall
11 pay to Lessor \$0.30 per square foot per annum for all ground included in this Lease for an initial
12 annual rental of \$8,294.88. Said rental shall be payable monthly in advance, without billing, on the
13 first day of each month in an amount equal to one-twelfth of the annual rental, or \$691.24 per month.
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15 B. Interest Penalty. Without waiving any other right or action available to the
16 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or
17 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-half percent
18 (1.5%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.
19 Said interest shall not apply with respect to items being contested in good faith by Lessee and which
20 are resolved in Lessee's favor.

21 C. Annual Readjustment of Ground Rental. During the term of the Lease, the
22 rental rate will be adjusted annually on the anniversary date of the Lease using the average of the
23 monthly percentage increases of the previous calendar year, as determined by the Department of Labor
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2 Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.
3 In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary
4 date shall be April 1 of each year during the term of the Lease. The Lessor shall send Lessee a notice
5 of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted
6 rental rates.

7 D. Rental Adjustments to Market Value. On the fifth anniversary of the Lease, the
8 Lessor may conduct an analysis of the then current lease rental rates for other on-Airport properties to
9 determine the current market value of the property. Should the analysis identify that the then current
10 Lease rental rate is below market value for other on-Airport properties, the Lessor will notify Lessee of
11 an impending Lease rental rate increase.

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13 ARTICLE IV

14 OBLIGATIONS OF LESSOR

15 A. Lessor Warranties. Lessor warrants all things have happened and have been
16 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and
17 quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's
18 covenants herein.

19 B. Operation as Public Airport. Lessor shall during the term hereof, operate and
20 maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with
21 and pursuant to the sponsor's assurances given by Lessor to the United States Government under the
22 Federal Airport Act.

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2 C. Condition and Maintenance of Premises. Lessor shall assume no responsibility
3 for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain
4 all existing roads on the Airport giving access to the leased premises. Lessor shall remove snow from
5 the access roads as Lessor's resources permit.

6 ARTICLE V

7 OBLIGATIONS OF LESSEE

8 A. Condition of Premises. It shall be the sole responsibility of the Lessee to
9 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities
10 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or
11 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and
12 maintain any installations thereon, except as provided in Article IV, Paragraphs B. - C., and will
13 remove or cause to be removed any debris to the extent required for its continuing use thereof.

14 B. Improvements. Lessee shall have the right to and shall provide for the
15 construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner,
16 upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but
17 shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or
18 expansion.

19 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,
20 improvements, and appurtenances thereto in a presentable condition free of refuse and debris
21 consistent with good business practice, and acceptable to Lessor. Lessee's maintenance
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2 responsibilities shall include snow removal on the premises, and maintenance of all ramps and access
3 to the hangar.

4 D. Utilities. Lessee shall assume and pay for all costs or charges for utility services
5 furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to
6 connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own
7 cost and expense; and Lessee shall pay for any and all service charges incurred therefore. Lessee shall
8 also provide an external water meter reading device in an external location of the leasehold structure;
9 said meter reading device type shall be specified by Lessor. All utility services shall be installed
10 underground. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall
11 provide and maintain a separate water collection system for the wash water and shall not discharge any
12 wash water into any available storm and sanitary sewers.

13 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and
14 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other
15 refuse occurring as a result of Lessee's occupancy of the premises. Lessee shall provide and use
16 Lessor approved receptacles for all garbage, trash and other refuse and shall place them on the
17 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,
18 pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials,
19 personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is
20 forbidden. All disposal costs will be paid by the Lessee.
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2 F. Signs. Lessee shall not maintain any billboards or advertising signs on the
3 premises; provided, however, that Lessee may maintain on the outside of its buildings its name(s) or
4 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

5 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to
6 use said Airport facilities in common with others authorized to do so shall be exercised subject to and
7 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the
8 State of Montana, and the City of Billings now in force or hereafter prescribed or promulgated by
9 authority or by law and shall be closely observed during the full term of this Lease.

10 H. Hazardous Substances. Lessee assumes full responsibility for the proper and
11 legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's
12 occupancy or the conduct of its business. "Hazardous substance" shall be interpreted broadly to mean
13 any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive
14 substance, or other similar term by any Federal, State, or Local environmental law, regulation or rule
15 presently in effect or promulgated in the future, as such laws, regulations or rules may be amended
16 from time to time; and it shall be interpreted to include, but not be limited to, any substance which
17 after release into the environment will or may reasonably be anticipated to cause sickness, death or
18 disease. Lessee shall hold Lessor harmless from and indemnify Lessor against and from any damage,
19 loss, expenses or liability resulting from any breach of these representations and warranty including all
20 attorneys' fees and costs incurred as a result thereof.

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22 I. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's
23 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front
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2 of the Lessee's premises. Ramp area included in the premises shall not be used for the tiedown of
3 aircraft for any extended period of time.

4 ARTICLE VI

5 INSURANCE AND INDEMNIFICATION

6 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,
7 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and
8 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all
9 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It
10 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any
11 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall
12 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,
13 representatives, and employees from any and all losses that may result to the Lessor and Lessor's
14 officers, directors, agents, representatives, and employees because of any negligence, act, or omission
15 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor
16 against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the
17 premises.
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19 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal
20 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,
21 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,
22 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or
23 negligence of Lessor, its officers, directors, agents, representatives, or employees.
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2 without any notice by either party, except as indicated in Article II, Paragraphs B. - C. A holding over
3 by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted
4 without the written consent of the Director of Aviation and Transit and then only on a month-to-month
5 basis.

6 Upon termination, Lessee shall have the right to remove all moveable furniture,
7 fixtures, machinery and equipment, and all other personal property owned or installed by Lessee on the
8 premises. All expenses connected with such removal shall be borne by the Lessee. Said property shall
9 be removed within thirty (30) days after termination of Lease.

10 In addition, Lessee has the right to remove, at Lessee's expense, all buildings
11 and other structures owned by Lessee located upon the premises within thirty (30) days upon the
12 termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal
13 of the building or structures, and Lessee shall generally leave the premises in a clean and orderly
14 condition acceptable to the Lessor.

15 This right to remove personal property, buildings and structures does not extend
16 to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which
17 improvements shall remain the property of the Lessor and shall not be removed.

18 In the event the Lessee elects not to remove the buildings and other structures,
19 personal property, fixtures, machinery and equipment, and other improvements upon termination of
20 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and
21 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to
22 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other
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2 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related
3 actions shall be at Lessee's expense.

4 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee
5 after the happening of one or more of the following events:

6 1) The permanent abandonment of the Airport as an Air Terminal.

7 2) The lawful assumption of the United States Government or any other
8 authorized agency thereof, of the operation, control or use of the Airport, or any
9 substantial part or parts thereof, in such a manner that substantially restricts Lessee for
10 a period of at least ninety (90) days from operating in a normal manner.

11 3) Issuance by any court of competent jurisdiction of an injunction in any
12 way preventing or restraining the use of the Airport, and the remaining in force of such
13 injunction for a period of at least ninety (90) days.

14 4) The default by Lessor in the performance of any covenant or agreement
15 herein required to be performed by Lessor and the failure of Lessor to remedy such
16 default for a period of ninety (90) days after receipt from Lessee or written notice to
17 remedy same.

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19 Lessee may exercise such right of termination by written notice to Lessor at any
20 time after the lapse of the above applicable periods of time and this Lease shall terminate as of that
21 date. Rental due hereunder shall be payable only to the date of the happening of the event which
22 results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have
23 the same rights as described in Article VII, Paragraph A. herein.

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C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the aforesaid events, Lessor may take immediate possession of the premises and remove Lessee's effects, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

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2 D. Suspension of Lease. During the time of war or declared national emergency,
3 Lessor shall have the right to lease the landing area or any part thereof to the United States
4 Government for military use. If any such lease is executed, any provisions of this instrument that are
5 inconsistent with the provisions of the lease to the Government shall be suspended, provided that the
6 term of the Lease shall be automatically extended by the amount of the period of suspension.

7 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to
8 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same
9 purpose established in Article I, Paragraph D., provided written approval of the Lessor is obtained
10 prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the
11 right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or
12 transfer shall be subject to the same conditions, obligations, and terms as set forth herein and as may
13 be subsequently amended, and Lessee shall be responsible for the observance by its tenants and
14 sublessees for the terms and covenants of this Lease, and any subsequent lease amendments. Lessee
15 shall provide Lessor with a copy of any sublease.

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17 ARTICLE VIII

18 NONDISCRIMINATION

19 A. General. In the use and occupation of the Airport, Lessee shall not discriminate
20 against any person or class of persons by reason of race, color, religion, sex, national origin or
21 ancestry, age, or disability. Additionally, for the services provided during the use and occupation of
22 the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to
23 all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service,
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2 provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates,
3 or other similar types of price reductions to volume purchasers.

4 B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall
5 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,
6 discriminate or permit discrimination against any person or group of persons in any manner prohibited
7 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the
8 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as
9 may be applicable.

10 Without limiting the generality of the foregoing, Lessee agrees to not
11 discriminate against any employee or applicant for employment because of race, color, religion, sex,
12 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that
13 applicants are employed, and that employees are treated during employment, without regard to their
14 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but
15 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment
16 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;
17 and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to
18 employees and applicants for employment, notices to be provided setting forth the provisions of this
19 nondiscrimination clause.

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21 C. Lessee, for itself, its heirs, personal representatives, successors in interest, and
22 assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant
23 running with the land that, in the event improvements are constructed, maintained, or otherwise
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2 operated on the Airport for a purpose for which a United States Department of Transportation program
3 or activity is extended or for another purpose involving the provision of similar services or benefits,
4 Lessee shall maintain and operate such improvements and services in compliance with all other
5 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs
6 of the Department of Transportation), as said regulations may be amended.

7 D. Lessee, for itself, its heirs, personal representatives, successors in interest, and
8 assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant
9 running with the land that:

10 1) No person on the grounds of race, color, religion, sex, national origin or
11 ancestry, age, or disability shall be excluded from participation in, denied the benefits
12 of, or otherwise be subjected to discrimination in the use of said improvements.

13 2) No person on the grounds of race, color, religion, sex, national origin or
14 ancestry, age, or disability shall be excluded from participation in, denied the benefits
15 of, or otherwise be subjected to discrimination in the construction of any
16 improvements on, over, or under such land and the furnishing of services thereon.

17 3) Lessee shall use the facilities in compliance with all other requirements
18 imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted
19 Programs of the Department of Transportation), as said regulations may be amended.

20 Lessee assures that it will undertake an affirmative action program as required
21 by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex,
22 national origin or ancestry, age, or disability shall be excluded from participating in any employment
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2 activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any
3 applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from
4 participating in or receiving the services or benefits of any program or activity covered by this
5 Article VIII.

6 E. During the performance of this Lease, the Lessee, for itself, its assignees, and
7 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,
8 including, but not limited to:

- 9 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78
10 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 11 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of
12 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of
13 1964);
- 14 3) The Uniform Relocation Assistance and Real Property Acquisition
15 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons
16 displaced or whose property has been acquired because of Federal or Federal aid
17 programs and projects);
- 18 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*),
19 as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 20 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*
21 *seq.*) (prohibits discrimination on the basis of age);
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6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and

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2 activities with disproportionately high and adverse human health or environmental
3 effects on minority and low income populations;

4 11) Executive Order 13166, Improving Access to Services for Persons with
5 Limited English Proficiency (LEP), and resulting agency guidance, national origin
6 discrimination includes discrimination because of LEP. To ensure compliance with
7 Title VI, you must take reasonable steps to ensure that LEP persons have meaningful
8 access to your programs (70 Federal Regulations at 74087 – 74100);

9 12) Title IX of the Education Amendments of 1972, as amended, which
10 prohibits you from discriminating because of sex in education programs or activities
11 (20 U.S.C. 1681 *et seq.*).

12 ARTICLE IX

13 GENERAL PROVISIONS

14 A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize
15 the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in
16 any manner arising under this Lease, the nonprevailing party in any action pursued in a court of
17 competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses,
18 and attorney's fees, including fees for in-house attorneys, expended or incurred in connection
19 therewith.

20 B. Governing Law. This Lease and all disputes arising hereunder shall be
21 construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder
22 shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.
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2 C. Taxes. Lessee shall pay any taxes or assessments that may be lawfully levied
3 against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of
4 Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any
5 tax or assessment that it feels is unjust.

6 D. Subordination of Lease.

7 1) This Lease shall be subordinate to the provisions of any existing or
8 future agreements between Lessor and the United States relative to the administration,
9 operation, or maintenance of the Airport, the execution of which has been or may be
10 required as a condition precedent to the expenditure of Federal funds for the
11 development of the Airport.

12 2) Notwithstanding any other prohibition or limitation of Lessee's right to
13 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that
14 Lessee shall have the right to grant a security interest in its rights and interest under
15 this Lease, with Lessor's prior written consent. Any mortgagee or beneficiary shall
16 have the right to cure any default on the part of Lessee in the payment of rent
17 hereunder and, in the event of default, to assume the Lessee's position under this Lease.
18 Lessor, in no event, shall be liable for the payment of the sum secured by such
19 mortgage or trust indenture, nor for any expenses in connection with the same.
20 Furthermore, such mortgage or trust indenture shall expressly provide that the
21 mortgagor or beneficiary will seek no monetary judgment against Lessor. The
22 mortgage or trust indenture shall also contain provisions requiring the holder of the
23
24

1
2 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified
3 mail a copy of each notice of indebtedness, any breach of covenant, default, or
4 foreclosure given by the holder or the trustee to Lessee under such mortgage or deed of
5 trust, and a copy of a release of any mortgage or deed of trust.

6 E. Modification and Amendments. Changes or modifications to this Lease shall be
7 done in the form of a lease amendment prepared by the Lessor, and to be agreed upon and signed by
8 both Lessee and Lessor.

9 F. Paragraph Headings. The paragraph headings contained herein are for
10 convenience in reference and are not intended to define or limit the scope of any provisions of this
11 Lease or the particular paragraphs.

12 G Effect of Invalid Provision. If any term or provision of this Lease or the
13 application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the
14 remainder of this Lease, or the application of such terms or provisions to persons or circumstances
15 other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and
16 provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17 H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by
18 certified mail, postage prepaid, addressed to:

19
20 Director of Aviation and Transit
21 Billings Logan International Airport
22 1901 Terminal Circle, Room 216
23 Billings, MT 59105
24

1
2 and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

3 Robert Hamlin
4 Agri Systems
5 1300 Minnesota Avenue
6 Billings, MT 59101
7 Office: (406) 245-6231
8 Cell: (406) 670-9879
9 Fax: (406) 245-6236
10 E-mail: rhamlin@asi-industrial.com

11 or to such other addresses as the parties may designate to each other in writing from time to time.

12 I. Successors and Assigns. All of the terms, covenants, and agreements herein
13 contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the
14 benefit of successors, assignees, and sublessees of the respective parties hereto.

15 IN WITNESS WHEREOF, this document has been duly executed by or on behalf of
16 the parties hereto as of the date indicated below.

17 DATE: _____

18 ATTEST:

CITY OF BILLINGS

19 BY _____
CITY CLERK

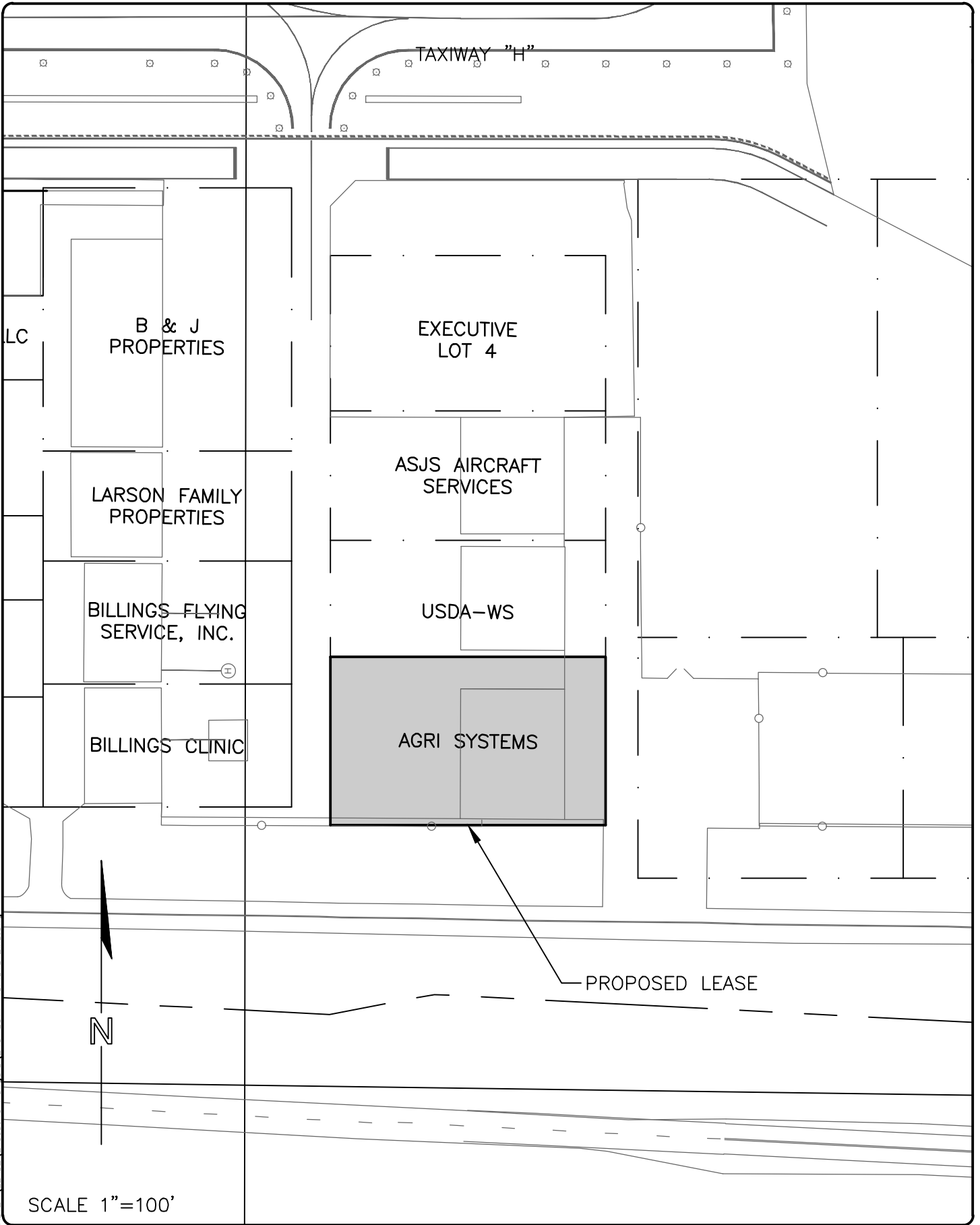
BY _____
MAYOR

20 APPROVED AS TO FORM

AGRI SYSTEMS

21 BY _____
CITY ATTORNEY

22 BY _____
ROBERT HAMLIN



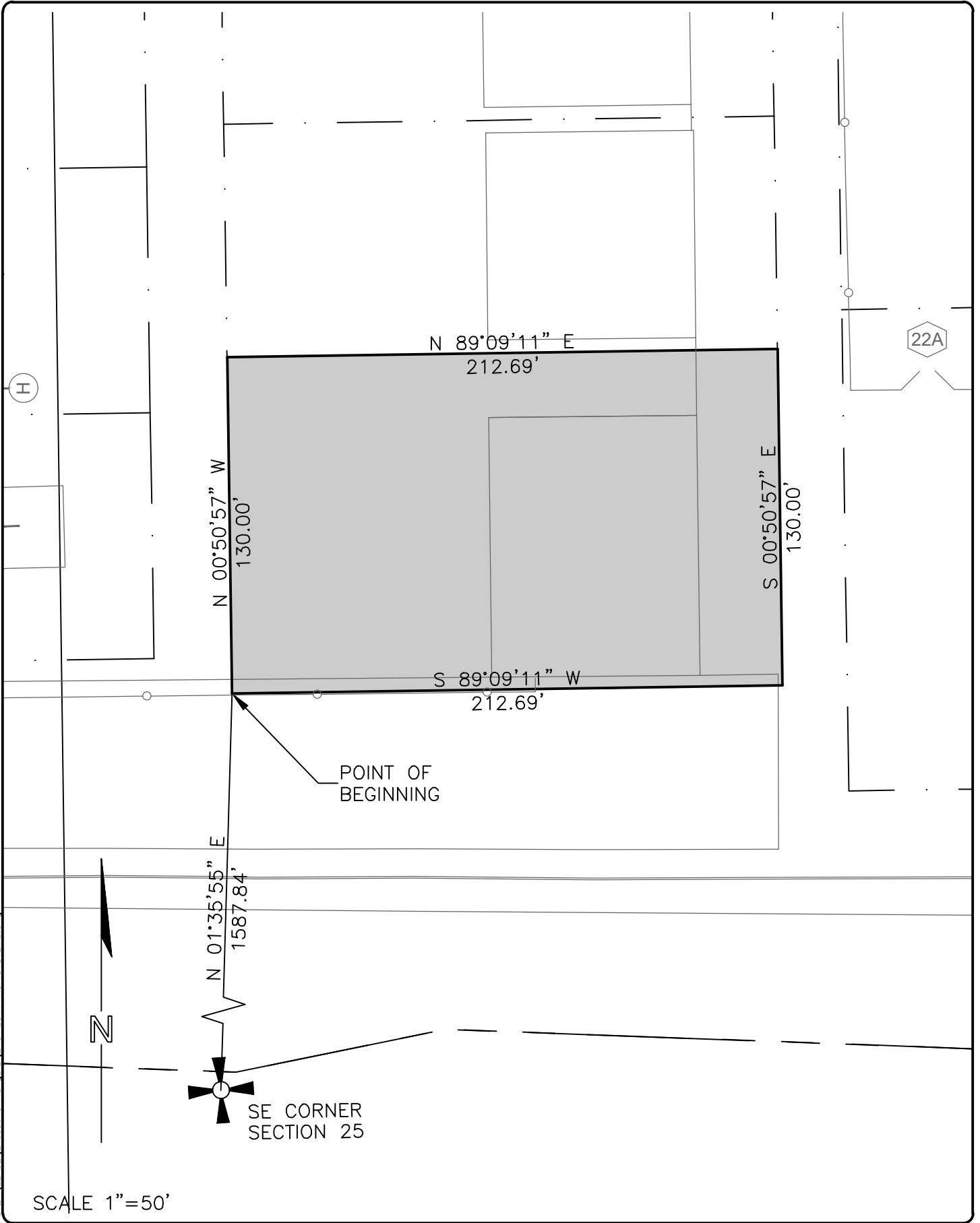
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LOT 1 – AGRI SYSTEMS
 AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

	315 N. 25th Street, Suite 102 Billings, MT 59101 Phone: 406.696.6000 Fax: 406.237.1201
ISSUE DATE: MARCH 2022	

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SCALE 1"=50'

LOT 1 - AGRI SYSTEMS

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3



315 N. 25th Street, Suite 102
 Billings, MT 59101
 Phone: 406.695.6000
 Fax: 406.237.1201

ISSUE DATE: MARCH 2022

DESCRIPTION

Main Parcel

Commencing at the South East Corner Section 25, T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence N 01°35'55" E a distance of 1587.84 feet to the Point of Beginning; thence N 00°50'57" W a distance of 130.00 feet; thence N 89°09'11" E a distance of 212.69 feet; thence S 00°50'57" E a distance of 130.00 feet; thence S 89°09'11" W a distance of 212.69 feet.

Said Parcel containing 27,649.7 Square Feet.

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LOT 1 – AGRI SYSTEMS

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 3 of 3

 Morrison
Maierle

315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2022