

CONSENT TO ASSIGNMENT AND ASSIGNMENT

THIS AGREEMENT is made among Adams County, Front Range Airport (AIRPORT), Richard W. Norloff (ASSIGNOR), and HB2, LLC, (ASSIGNEE).

BASIS FOR AGREEMENT

- A. On September 14, 2005, Amjet, LLC, entered into a lease with Airport for certain real property known as 5195 Front Range Parkway, Watkins, CO 80137, located on the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, (as amended, the "Lease"), a copy of which lease, as amended, is attached hereto as Exhibit A.
- B. Cessna Way, as the successor-in-interest to Amjet, LLC with respect to the Lease, is the owner of an aircraft hangar building located on the real property described in the aforementioned Lease, and has leased all of its right, title and interest in and to such improvements and the land thereunder to H2 Hangar (collectively, the "H2 Property") pursuant to a Sublease dated July 12, 2016.
- C. Assignors collectively desire to assign all their right, title and interest in and to the Lease (but solely with respect to the H2 Property) and the Sublease (collectively, the "Purchased Property") to Assignee, and Assignee desires to take assignment from Assignors of the Purchased Property, including such portion of the Lease related to the H2 Property.
- D. Under the terms of the Lease, such assignment is subject to approval by the Airport.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

- 1. Each Assignor hereby assigns all its right, title and interest in and to the Purchased Property to Assignee. The parties agree that Assignor shall continue to be responsible for all liabilities, claims, civil actions, and warranties incurred by Cessna Way arising from Cessna Way's tenancy under the Lease with respect to the H2 Property from March 21, 2013, through the transfer date. The Parties acknowledge and agree this assignment shall not include any portion of the Lease or the properties and assets thereunder except for the Purchased Property.
- 2. In accordance with Section 15 b. of the Lease, Airport hereby grants its approval for the assignment of such portion of the Lease that relates to the H2 Property.
- 3. From and after the transfer date, Assignee shall be bound by all the terms and conditions of the Lease but solely with respect to the provisions thereof related to the H2 Property, and in the event of Assignee's default, bankruptcy or other event described in Section 13 of the Lease, Assignee indemnifies Assignor, and holds Assignor harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto as of the 22th day of FEBRUARY 2017.

ASSIGNOR:

Richard W. Norloff

By: Richard W. Norloff
Richard W. Norloff

Date: 2/22/2017

ASSIGNEE:

HB2, LLC

By: Richard W. Norloff
Richard W. Norloff, Managing Member

Date: 2/22/2017

CONSENT:

ATTEST:

ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairperson

By: _____
County Attorney's Office

Date: _____

Date: _____