



## **OFFICE LEASE AGREEMENT BETWEEN ADAMS COUNTY AND CERT WORKS, LLC.**

This Agreement (hereinafter referred to as "Agreement" or "Lease") is effective upon the date it is fully executed as evidenced by the date last signed on the signature page ("Effective Date"), between Adams County on behalf of the Colorado Air and Space Port ("Landlord"), and Cert Works, LLC. ("Tenant").

### **RECITALS**

Landlord has a portion of the north office building available for lease, which shall be used only for the purposes of any activities involved in the promotion or support of the Tenant that complies with the Minimum Standards for Airport Users for the Colorado Air and Space Port. Tenant desires to use the office for consulting services to the aviation industry for originations and certifications of aircraft modifications and repairs.

### **COVENANTS**

NOW, THEREFORE, in consideration of rents, agreements and covenants hereafter set forth, the parties agree as follows:

### **ARTICLE I PREMISES**

**LEASED PREMISES.** The premises leased shall consist of approximately 986.30 square feet of office space, specifically unit A, B, C, D and the foyer outside office D located at 5150 Front Range Parkway, shown on EXHIBIT A, which is attached hereto and made a part of this Agreement by incorporation ("Leased Premises"). The Leased Premises shall be used only for Colorado Air and Space Port approved business purposes. Tenant shall also have the non-exclusive right to use the vehicle parking area on the west side of the office building.

### **ARTICLE II TERM OF LEASE AGREEMENT**

A. **TERM.** The term of this Agreement ("Term") shall be for one (1) Year, commencing on March 1<sup>st</sup> 2025 (Commencement Date). Tenant may extend the Term of this Agreement for one (1) additional year by Tenant giving Landlord 90 day written notice prior to the expiration of the original Term that Tenant wishes to extend the Lease.

B. HOLDING OVER. In the event Tenant shall continue to occupy the Leased Premises beyond the end of the Term, after the Landlord gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall be the normal monthly rent plus three percent (3%).

C. EARLY TERMINATION. Both Landlord and Tenant reserve the right to terminate this Agreement upon giving not less than sixty (60) days written notice.

### **ARTICLE III RENTALS**

A. RENT. Tenant shall pay rent for the Leased Premises for the initial Term at the rate of One Thousand Six Hundred Seventy-Four Dollars and Thirty-Six Cents (\$1,674.36) per month, totaling in the aggregate Twenty Thousand Ninety-Two and 32/100 Dollars (\$20,092.32) per year. Rent shall be payable in the monthly installments as provided in B of this Article III.

B. TIME AND PLACE OF PAYMENT. The monthly rent shall be due and payable in advance, on, or prior to the 1<sup>st</sup> day of each month during the Term. The rent payment for any partial month shall be prorated based on the number of days in the month involved. Any prorated payment is due and payable upon commencement of this Lease. All payments are to be made at the office of the Colorado Air and Space Port, 5200 Front Range Parkway, Watkins, Colorado 80137, or such other place Landlord may direct Tenant in writing.

C. LATE PAYMENT. A late payment fee of \$50.00 will be paid by Tenant for payments received on or after the 10<sup>th</sup> day of the month payment is due.

D. SECURITY DEPOSIT. Tenant shall pay a security deposit for damage, cleaning and unpaid rent equal to the first month's rent of \$1,627.39. Such deposit will be returned within thirty (30) days of the termination of the Agreement and determination by Landlord that no payments are required. All or part of the deposit may be retained by Landlord to pay for cleaning, repairs or unpaid rent.

### **ARTICLE IV PRIVILEGES**

A. USE. The Leased Premises shall be used solely for the operation of a Colorado Air and Space Port approved business. Tenant intends to use the Leased Premises for Aviation Consulting Organization Designation Authorization (ODA). Tenant employees and customers shall park vehicles in the "Parking" area located on the west side of the building. The parking spaces are only to be used in conjunction with Tenant operations and business as defined herein. Only operational licensed motor vehicles shall be permitted on the Leased Premises. Tenant agrees to operate its business in full compliance with all building and fire codes and zoning regulations, and the Minimum

Standards for Airport Users for the Landlord, except as otherwise agreed by the Landlord herein. Animals will not be allowed in the Leased Premises except for service animals. Tenant will be responsible for maintaining the Leased Premises in a neat, clean, and orderly condition.

B. NON-INTERFERENCE. Tenant shall not use or permit the use of the Leased Premises or any part thereof for any purpose other than those set forth above. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall Tenant use or permit the use of the Leased Premises for any improper, immoral or unlawful purposes.

C. INGRESS AND EGRESS. Upon paying the rent and performing the covenants of this Agreement, Tenant and its officers, employees, agents, servants, vendors, suppliers, patrons, and invitees shall have the right of ingress to and egress from the Leased Premises over the roadway provided by Landlord serving the Leased Premises.

## **ARTICLE V OBLIGATIONS OF TENANT**

A. LEASE. The use and occupancy of the Leased Premises by Tenant shall be without cost or expense to Colorado Air and Space Port, except as otherwise set forth herein.

B. PERFORMANCE. Tenant shall use best efforts to ensure the Leased Premises are used solely for the purposes set forth in Article I. Tenant shall conduct business as customary for a professional business, which shall include identifiable and trained employees, clean facilities and professional offices and signage. If at any time the Landlord determines Tenant is not exercising such "best efforts," Landlord shall give Tenant written notice of same, with a detailed explanation of the alleged deficiencies. Tenant shall have 15 days to remedy such deficiencies. If after said 15 days Tenant fails to perform as cited above, Landlord may immediately terminate this Agreement.

C. MAINTENANCE. Landlord is in the process of obtaining a monthly service contract for the Leased Premises and will include a monthly cleaning fee once this service is obtained. In the meantime, Tenant shall be responsible for the following maintenance and repair to the Leased Premises:

1. Maintaining all interior lights and supplying and replacing light bulbs in the Leased Premises;
2. Painting or touch-up painting due to damage caused by Tenant;
3. Repair of ceiling tiles that are damaged by Tenant;
4. Minor wear and tear repairs caused by Tenant;

5. Tenant shall remove snow from building entry ways and sidewalks.

Landlord shall be the sole judge of the sufficiency of maintenance undertaken by Tenant under this Article V, C, and may, upon written notice, require specific maintenance work to be completed. If such maintenance is not completed within a reasonable time period after written notice, Landlord shall have the right to perform such maintenance, and Tenant shall reimburse Landlord for the cost of such maintenance upon presentation of a bill.

Tenant agrees that upon the expiration of the Term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Landlord in as good condition as when received, reasonable wear and tear excepted. Landlord reserves the right to make periodic inspections of the Leased Premises and improvements thereon during normal business hours.

D. ALTERATIONS. Tenant shall not make any improvements or modifications or undertake any other construction on the Leased Premises, nor change locks, alter, modify, or make additions, improvements or repairs to or replacement of any structure existing or built, or install any fixtures without prior written approval of Landlord.

E. UTILITIES. Tenant shall assume and pay a proportionate share of the total costs and charges for water, sewer, natural gas, and electricity for operation of the Leased Premises and its business. Tenant's proportionate share represents a fraction, the numerator of which is the number of square feet of rentable area in the Leased Premises and the denominator of which is the number of square feet of rentable area in the building, as determined by Landlord. This will be additional and billed as a fixed monthly average from Xcel in the form of a monthly reoccurring invoice.

F. TRASH, GARBAGE, ETC. Tenant shall pay a proportionate share of the costs of dumpster services associated with the office building. Tenant's proportionate share represents a fraction, the numerator of which is the number of square feet of rentable area in the Leased Premises and the denominator of which is the number of square feet of rentable area in the building, as determined by Landlord. Tenant shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, or debris on the Leased Premises, and shall remove such debris to the dumpster provided by Landlord. Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, in dumpsters provided by Landlord, of all trash, garbage and other refuse caused as a result of its operation. Tenant shall provide and use suitable covered receptacles located in an area designated by Landlord for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted. Trash fees will be additional and billed as a fixed monthly average from Swims Disposal in the form of a monthly reoccurring invoice.

G. SIGNS. No sign shall be erected or maintained by Tenant except in compliance with Landlord's requirements for location and use of signs on Colorado Air

and Space Port property. Prior to erection, Tenant must obtain written approval from Landlord.

H. NON-DISCRIMINATION. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

Tenant agrees to furnish service on a fair, equal, and non-discriminatory basis to all users thereof and to charge fair, reasonable, and non-discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

I. LIABILITY INSURANCE INDEMNITY. Tenant covenants and agrees to maintain on the Leased Premises at all times during the term of this Agreement, or any renewal thereof, a current policy of general comprehensive public liability and property damage insurance insuring Tenant and Landlord against any liability arising out of Tenant's use, occupancy, or maintenance of the Leased Premises. Such insurance shall be in an amount not less than \$1,000,000 combined single limit for both bodily and personal injury and property damage. Tenant agrees to give Landlord certificates of such insurance, and to supply Landlord with copies of such policies of insurance. All such policies of insurance shall provide thirty (30) days prior written notice to Landlord of any cancellation or material change in coverage or amount.

J. MOTOR VEHICLE INSURANCE. Tenant covenants and agrees to maintain not less than \$500,000 auto liability insurance for Tenant vehicles that are operated on the Colorado Air and Space Port Operations Area (AOA). Tenant agrees to give Landlord certificates of such insurance. Tenant and its employees shall maintain minimum insurance coverages as required by the State of Colorado, which are currently \$25,000 Bodily Injury; \$50,000 Per Accident; \$15,000 Property Damage, as may be amended from time to time, for vehicles operating on the AOA of the Colorado Air and Space Port.

K. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Tenant shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Tenant business and in addition, those rules, ordinances, and regulations of the Colorado Air and Space Port not inconsistent with the provisions of this Agreement. All operations within the building will

meet the Colorado Air and Space Port's Minimum Standards For Airport Users, as revised from time to time. Tenant shall not cause Landlord to be in violation of any of Landlord's grant assurances. Any penalties and costs levied as a result of Tenant breach of any of the above shall be borne by Tenant.

## **ARTICLE VI OBLIGATIONS OF LANDLORD**

A. OPERATION AS A PUBLIC COLORADO AIR AND SPACE PORT. Landlord covenants and agrees that at all times it will operate and maintain the Colorado Air and Space Port as a public Colorado Air and Space Port consistent with and pursuant to the Sponsor's Assurances given by Landlord to the United States Government under the Federal Colorado Air and Space Port Act.

B. ENTRY AND INSPECTION. Landlord shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Tenant. Landlord shall not, during the course of any such inspection, unreasonably interfere with Tenant use and enjoyment of the Leased Premises and 24 hour notice will be given, when practical.

C. MAINTENANCE BY LANDLORD. Landlord will maintain and keep the Leased Premises located at 5150 Front Range Parkway in good repair including general building, heating, ventilation and air conditioning maintenance. Excluded from this section are the maintenance obligations of Tenant previously set forth in the Agreement. In no event, however, shall Landlord be required to maintain or repair damage caused by the negligent or willful act of Tenant, its agents, servants, invitees or customers. However, if due to any negligent or willful act by Tenant, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Tenant shall do such maintenance or repair in a prompt, reasonable manner. Landlord will be responsible for removing snow from the parking lot adjoining the Leased Premises.

D. INSURANCE BY LANDLORD. Landlord shall at all times carry at its sole expense fire insurance, hazard insurance, and vandalism and malicious mischief insurance on the Leased Premises. Insurance for building contents owned by Tenant is the responsibility of Tenant.

E. COMPLIANCE WITH CODES. Landlord represents and warrants that at the commencement of this Lease, the Leased Premises are in full compliance with all building codes, fire codes, zoning regulations, and the Minimum Standards for Commercial Aeronautical Activities for the Colorado Air and Space Port.

F. SIGNAGE. The Landlord's roadside building signage adjacent to the building is available for tenant use based on availability. These(s) sign are designed to share space with other area tenants. Tenant at its expense will be allowed to affix a sign section to the sign after receiving written approval from the Landlord, on the sign's design. All signs shall be approved by the Landlord.

**ARTICLE VII**  
**DAMAGE OR DESTRUCTION OF PREMISES**

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by Tenant so as to adversely affect Tenant use of its exclusive space therein, even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by Landlord at its own cost and expense. If damage caused shall be so extensive as to render Tenant exclusive space untenable, but nevertheless capable of being repaired and made untenable within a period of sixty (60) days, Landlord shall repair the damage with due diligence at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of Tenant, and Tenant shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Landlord shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Landlord.

**ARTICLE VIII**  
**TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS**

A. TERMINATION BY Tenant. Tenant may terminate this Agreement, upon written notice to Landlord, after the occurrence of one or more of the following events:

1. The permanent abandonment of the Landlord;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Colorado Air and Space Port, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
3. The default by Landlord in the performance of any covenant or agreement herein required to be performed by Landlord and the failure of Landlord to remedy such default for a period of sixty (60) days after receipt from Tenant of written notice to remedy the same.

B. TERMINATION BY LANDLORD. Landlord may terminate this Agreement in the event Tenant shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of fifteen (15) days. Termination under this provision, shall be made without notice or right to cure;

2. Failure to maintain the current business scope and description as approved by the Landlord.
3. Make a general assignment for the benefit of creditors;
4. File a voluntary or involuntary petition in bankruptcy;
5. Abandon the Leased Premises;
6. Default in performance of any of the covenants, agreements and conditions required herein (except rental payments) to be kept and performed by Tenant, and such default continues for a period of thirty (30) days after receipt of written notice from Landlord of said default; except as defined in Article V, B;
7. Appointment of Receiver for Tenant;
8. Violation of Landlord rules and regulations not inconsistent with the provisions of this Lease and such default continues for a period of fifteen (15) days after receipt of written notice from Landlord of said default.
9. Failure to use "best efforts," as defined in Article V, B. Any such termination shall be as set forth in Article V, B.

C. STATUTORY NOTICE TO QUIT. In the event Landlord exercises its option to terminate this Agreement upon the occurrence of any of the events set forth in Section C of this Article (Termination by Landlord), a notice of termination shall be sufficient to terminate this Agreement; and, upon such termination, Tenant agrees that it will forthwith surrender up possession of the Leased Premises to Landlord.

D. SUBLETTING AND ASSIGNMENT. Provided that any such sub lessee or assignee is using the Leased Premises or a portion thereof for a permitted use defined herein, Tenant may not rent or sublease the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant may, with the prior written consent of the Landlord, assign this Agreement; but in such event, Tenant shall remain liable to Landlord for the remainder of the term of the Agreement to pay to Landlord any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of Landlord, and any assignment by Tenant shall contain a provision to this effect. Further, any assignee of the Lease shall be bound by the terms and conditions of this Agreement.

E. SUSPENSION OF LEASE. During the time of war or national emergency, Landlord shall have the right to lease the landing area or any part thereof to the United States government for military use. If any such Lease is executed, any provisions of this Lease may be suspended, provided that upon such suspension, Tenant shall have the right to terminate this Lease by written notice to Landlord.



## **ARTICLE IX RIGHTS UPON TERMINATION**

A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Landlord during the entire term of this Lease and thereafter.

B. REMOVAL OF PERSONAL PROPERTY. At the termination of the Lease for any reason, after payment of all rents and charges, Tenant shall have the right, within fifteen (15) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Tenant but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, Landlord shall have the right, upon thirty (30) days' notice, to require Tenant at Tenant's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and Tenant shall repair at Tenant's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Tenant within such time shall become the property of Landlord and may be disposed of without further permission of Tenant.

## **ARTICLE X GENERAL PROVISIONS**

### A. LANDLORD'S RESERVED RIGHTS.

1. Landlord at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Colorado Air and Space Port as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Colorado Air and Space Port against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected, any building or other structure on the Colorado Air and Space Port which, in the opinion of Landlord would limit the usefulness of the Colorado Air and Space Port or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the Colorado Air and Space Port, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Landlord for federal funds for the development of the Colorado Air and Space Port.

B. NON-INTERFERENCE WITH OPERATION OF COLORADO AIR AND SPACE PORT. Tenant by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Colorado Air and Space Port or otherwise constitute a hazard. In the event this covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.

Landlord shall maintain and keep in repair the landing area of the Colorado Air and Space Port and shall have the right to direct and control all activities of Tenant in this regard.

C. NON-EXCLUSIVE RIGHT. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activity of an aeronautical nature.

D. ATTORNEY'S FEES. In the event of a dispute regarding the terms of this Agreement, each party shall pay its own attorney fees and costs. In the event Landlord brings an eviction proceeding, Tenant shall pay Landlord's attorney fees and costs.

E. TAXES, LICENSES AND PERMITS. Tenant shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to Tenant located on the Leased Premises, or other permitted portions of the Colorado Air and Space Port. Tenant shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE. Whenever any notice, consent, or approval is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

LANDLORD: Board of County Commissioners  
On behalf of Colorado Air and Space Port  
5200 Front Range Parkway  
Watkins, CO 80137  
303-261-9100

With copies to: Project Manager of Land and Assets  
Facilities and Fleet Management  
4430 South Adams County Parkway  
Brighton, Co 80601  
720-523-6006

Adams County Attorney's Office  
4430 South Adams County Parkway  
Brighton, Co 80601  
720-523-6006

TENANT: Cert Works, LLC  
44110 E. Arkansas Place  
Bennett, CO 80102  
303-578-8608

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

H. ENTIRE AGREEMENT: This Lease, along with any exhibits, attachments or addendum hereto, constitutes the entire agreement between the parties relative to the Leased Premises and there are no oral representations between the parties with respect to the subject matter hereof. This Agreement supersedes all other agreements or communications, whether written or oral. This Agreement may only be amended or modified in writing and signed by the parties hereto.

I. COLORADO LAW. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.


J. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

The parties now sign this Agreement this 24 day of March, 2025

LANDLORD:  
Board of County Commissioners

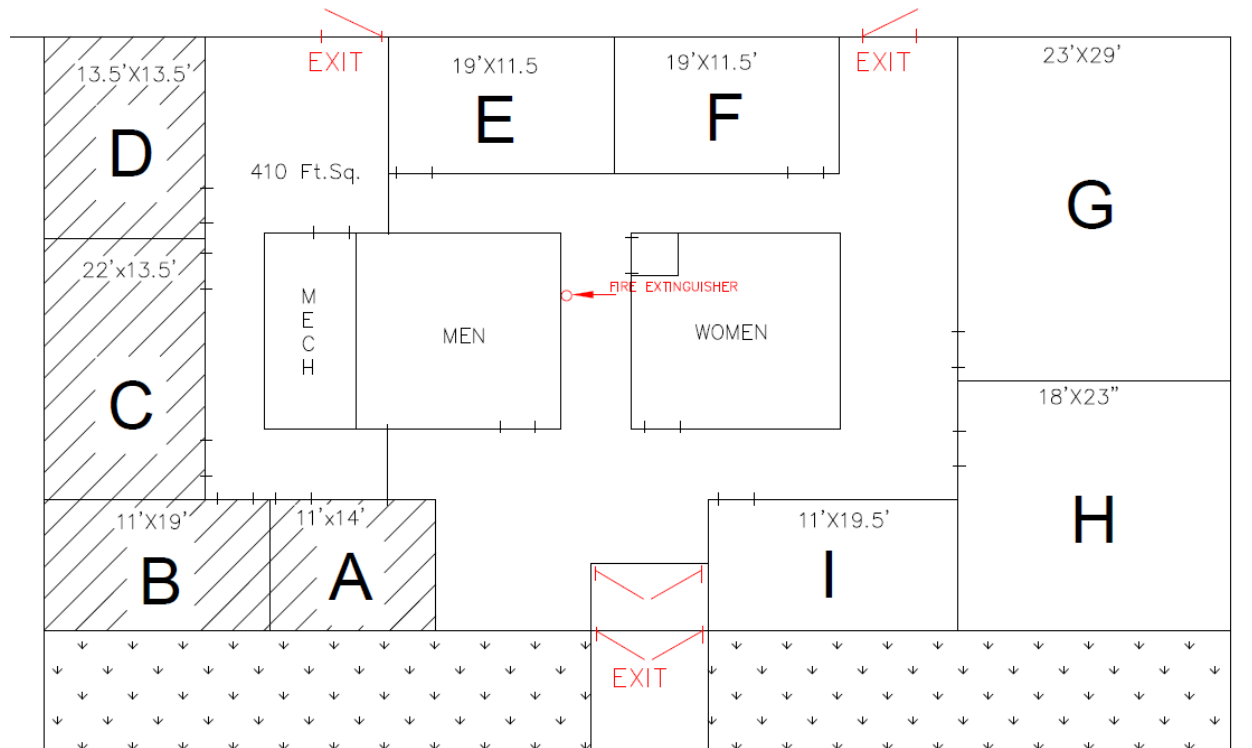
By: \_\_\_\_\_

TENANT:  
Cert Works, LLC.

By:  Kreg Voorhies  
2025.03.24  
09:25:19 -06'00'

## Exhibit A

Building 100'X50'



**Units A, B, C, D sqftage is 842.30.**

**Foyer outside unit D sqftage is 144.**

**2025 Total Square Footage Leased is 986.30**