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Gallatin County

MONTANA



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Property/Parcel TaxID: RFG66926

Status: Current

Receipt: 66926

2022 Owner(s):
M&A ALASKA LLC

Mailing Address:

280 HEINO PLACE
MANHATTAN, MT 59741

Levy District:

2368-03, 44R Belgrade(R)CVF-BGPR

2022 Value:

Market: \$166,970
Taxable: \$3,156

[Detail](#)

2022 Taxes:

First Half:	\$874.17	Due: 12/9/2022
Second Half:	\$874.16	Due: 5/31/2023
Total:	\$1,748.33	

[View Pie Charts](#)

[Show Current Tax Bill](#)

[Detail](#)

2022 Payments:

First Half:	\$874.17
Second Half:	\$874.16
Total:	\$1,748.33

(May include penalty & interest)

2022 Legal Records:

Geo Code: 06-0904-07-1-13-68-7001 **Instru#:** 2779639 **Date:** 2022-06-29

TRS: T01 S, R05 E, Sec. 07

Legal: AERO SQUADRON CONDO, S07, T01 S, R05 E,
UNIT 168A

Note:

If you are having trouble using this search page, please contact our office at 406-582-3033.

If you believe there is an error on the property owner's name, geo-code, address, etc., or have questions regarding your market and/or taxable value, please contact the Montana Department of Revenue – Bozeman Office, at 406-582-3400.

*The accuracy of this data is not guaranteed. Property tax data was last updated 08/21/2023 05:30 PM.



**INSURANCE
HANGAR
168-A**

INVOICE

INVOICE DATE: 12/14/2022

BILL TO: Aero Squadron Condominium
23 W Alexa Ct
Bozeman, MT, 59718

REMIT TO: Aeris Insurance Solutions
[Insured Payment Link](#)

EMAIL: accounting@aerisinsurance.com
FAX: 913-204-9263

Property Company:		Policy # KTK-630-4F834818-IND-23	Effective: 1/13/2023 to 1/13/2024	
		Producer: Tim Bonnell Jr.	Acct. Mgr.: Jennifer Jacobs	
TRANS #	EFF DATE	DUE DATE	DESCRIPTION	AMOUNT
TR003984		01/13/23	2023 Hangar Insurance Policy Renewal	\$ 1,874.00
TR004016		01/13/23	Increasing Building Value	\$ 372.00

Invoice Summary:

TR003984	\$1,874.00
TR004016	\$372.00
Invoice Total:	\$2,246.00

$\div 2$
1,123.00

Payment Options:

Our hassle-free, state approved, and highly secure electronic payment system is available for your convenience at [Insured Payment Link](#). This secure site accepts 1) ACH payments with no extra cost and 2) Credit Card payments at a minimal fee. Flexible payment options are also available via premium financing through *Imperial Premium Finance Specialists, Inc.* (IPFS). In order to ensure timely payments, you can also upload a copy of your check through our secure online portal by [clicking here](#).

For questions regarding the online payment system, outstanding invoice or financing your premium you may call us at 844-422-0023 or send us an email at accounting@aerisinsurance.com.

Gallatin Airport Authority

850 Gallatin Field Rd Ste 6
Belgrade, MT 59714 US
(406) 388-6632
AR@bozemanairport.com
www.bozemanairport.com



INVOICE

BILL TO
Aero Squadron Condominium Association
23 W Alexa Ct
Bozeman, MT 59718

INVOICE 18432
DATE 07/01/2023
TERMS Net 30
DUE DATE 07/31/2023

DESCRIPTION	AMOUNT
GA non-commercial hangar fees - Hangar 168	2,541.00
GA water and sewer - Hangar 168	420.00

LEASE AIRPORT

BALANCE DUE

\$2,961.00

÷ 2

\$1,480.00

AMENDMENT TO
NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT

This amendment dated the 12th day of March, 2015, changes the NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT entered into on the 1st day of May, 2014 by and between the GALLATIN AIRPORT AUTHORITY of Gallatin County, Montana, (Authority) and RUSTED BARN WORKS, LLC of Bozeman, Montana (Lessee).

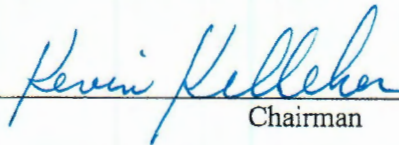
ADDITION to LESSEE

By reference to the attached letter from Lessee dated February 24, 2015, it is hereby understood and agreed that the above mentioned lease agreement be transferred from RUSTED BARN WORKS, LLC to AERO SQUADRON CONDOMINIUM ASSOCIATION and that AERO SQUADRON CONDOMINIUM ASSOCIATION shall henceforth be considered as the Lessee in this agreement.

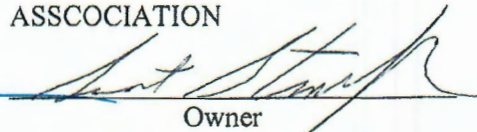
All of the terms of the Non-Commercial Hangar Ground Lease Agreement not otherwise amended as above set forth shall remain in full force and effect during the term of this Amendment to Lease Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

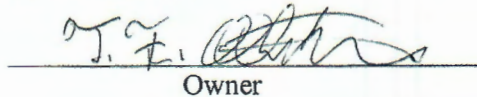
GALLATIN AIRPORT AUTHORITY


Chairman

AERO SQUADRON CONDOMINIUM
ASSOCIATION


Owner

AERO SQUADRON CONDOMINIUM
ASSOCIATION

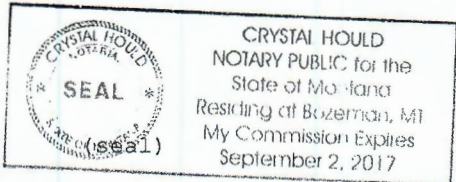

Owner

State of: Montana
County of: Gallatin

This instrument was signed or acknowledged before me on March 16, 2015 by Scott Stambaugh acting in the capacity of owner on behalf of self

[Signature]
Signature of Notary

Crystal Hould
Printed, typed or stamped name of Notary



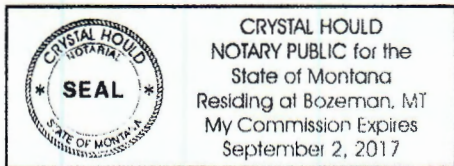
Notary Public for the State of MT
residing at: Bozeman MT
Notary's City of Residence
My commission expires: 9/2/2017
mm/dd/yyyy

State of: Montana
County of: Gallatin

This instrument was signed or acknowledged before me on March 16, 2015 by Terry Albertson acting in the capacity of Co Owner on behalf of self

[Signature]
Signature of Notary

Crystal Hould
Printed, typed or stamped name of Notary

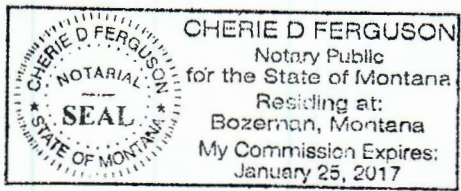


(seal)

Notary Public for the State of Montana
residing at: Bozeman MT
Notary's City of Residence
My commission expires: 9/2/2017
mm/dd/yyyy

State of: Montana
County of: Gallatin

This instrument was signed or acknowledged before me on March 30, 2015 by Kevin Kelleher, acting in the capacity of Board Chair on behalf of Gallatin Airport Authority.



(seal)

Cherie D Ferguson
Signature of Notary

Printed, typed or stamped name of Notary

Notary Public for the State of _____
residing at: _____
Notary's City of Residence

My commission expires: _____
mm/dd/yyyy

NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, dated the 1st day of May, 2014 by and between the GALLATIN AIRPORT AUTHORITY (Authority), of the County of Gallatin, State of Montana, and Rusted Barn Works, LLC, of Bozeman, Montana (hereinafter referred to as "Lessee")

W I T N E S S E T H:

WHEREAS, the Authority herein is the owner of Bozeman Yellowstone International Airport, located in Gallatin County, Montana, (hereinafter referred to as "Authority"). WHEREAS, the Lessee desires to lease a tract of land for the purpose of having a non-commercial aircraft storage hangar on the premises and the Authority desires to grant such a lease and set forth the terms and conditions of such occupancy and use of the Airport;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I - PREMISES

Section 1.01: Premises. The Authority leases to Lessee and Lessee rents from the Authority, subject to the terms and conditions hereinafter set forth, a tract of land hereinafter referred to as the "Site", for a non-commercial aircraft hangar as hereinafter set forth, which parcel is shown upon the plat attached hereto and marked "FIG 1" and by this reference made a part hereof.

ARTICLE II - LESSEE'S RIGHTS

Section 2.01: Lessee shall have the use of the aforesaid premises for the purpose of non-commercial storage and maintenance of aircraft and for no other purpose. Neither Lessee nor its guests are permitted to sleep overnight in the hangar.

Lessee shall have no right to use said premises for residential purposes, or as an apartment, or for any overnight accommodations unless such use shall be authorized by a subsequent rule or regulations of the Authority.

Section 2.02: In addition to the general privileges and rights set forth in Section 2.01 above, Lessee shall have the following privileges and

rights:

A. The loading and unloading of aircraft in any lawful non-commercial activities.

B. The right of ingress and egress from the demised premises without charge therefore except for the considerations set out herein.

C. No other use may be made of the premises without written approval of the Authority.

ARTICLE III - UNDERTAKINGS OF LESSEE

Section 3.01: Lessee shall at its own expense, keep, maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in a presentable and operable condition, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not be limited to: roof, exterior painting, all doors, paved areas, lighting, grass, and landscaped areas within the lease lines. Authority shall be the sole judge of what shall be considered a presentable and operable condition.

Lessee further agrees that there will be no outside storage of any nature, whatsoever, on the Leased Premises. The only item allowed to be located outside is the mode of transportation used by Lessee to travel to the Leased Premises.

In the event the Lessee does not keep the Leased Premises in presentable condition, the Airport Authority has the right to issue a written notice to remedy the condition forthwith. Should the Lessee fail to perform satisfactorily within ninety (90) days of such notification, or show cause for extension of said time period, the Authority shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the Authority one hundred fifteen percent (115%) of such expenses within thirty (30) days of invoice receipt. Within sixty (60) days of notification, Lessee may request an extension of time from the Authority if it appears such extension is warranted, or appeal the remedy through the normal Board process.

In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred eighty (180) days of the date the damage occurred.

Section 3.02: Lessee agrees to cause to be removed, at its own expense, from the leased premises all waste, garbage and rubbish and agrees not to deposit the same, except temporarily in connection with collection for removal, on any part of the demised premises or other property of the Authority constituting the Airport.

Section 3.03: Lessee agrees to pay all cost of utility, janitorial and other such services that may be necessary or required in the operation or maintenance of the leased premises, provided, however, that Lessee is hereby given the right to connect to such utility outlets as Lessee deems necessary or as may be required, with such connection to be at Lessee's sole expense and cost.

Section 3.04: Lessee agrees not to suffer or permit to be installed or maintained upon the outside of any improvements on the leased premises any billboard or advertising signs, except that Lessee may install and maintain on the outside of said building its name and other Authority approved marking; such signs, however, as to their size, construction, location and general appearance shall be approved in writing by the Authority in advance of installation.

Section 3.05: Lessee agrees that in no event will it perform or sell any activity or services at said Airport and will exercise no right or privilege reserved to commercial hangar and fixed base operators at said Airport.

Section 3.06: Lessee hereby grants the Authority the right to install, operate and maintain underground utility lines under the leased premises as may be required to serve other areas. Authority agrees to restore any areas disturbed by the installation or maintenance of such utility lines to their previous condition at Authority's expense.

ARTICLE IV - TERM OF LEASEHOLD

Section 4.01: The term of this Lease Agreement shall be for a period of twenty (20) years commencing on the 1st day of May, 2014 and ending on the 30th day of April, 2034.

Section 4.02: Renewal Option. Subject to Section 4.03, below, if the Lease Agreement is not then in default, Lessee shall have one (1) option to renew this Lease Agreement on the same terms and conditions except for the

establishment of the land rental as herein provided. Option shall be for a period of ten (10) years and shall be exercised by notice in writing given to the Authority not less than ninety (90) days nor more than one hundred eighty (180) days before the last day of the expiring term.

Section 4.03: Right of Engineering Inspection. Prior to any renewal or extension, the Authority shall have the right, in its sole discretion, to require an engineering inspection (by a professional engineer, licensed and current in the State of Montana), at Lessee's expense, to ensure the structural integrity of any structures on the Lease Premises. If the results of the inspection are not satisfactory to the Authority, Lessee shall not have the right to renew or extend unless and until Lessee has performed the necessary repairs and improvements to remedy the findings of the inspection and bring the premises into compliance with the terms of the Lease.

ARTICLE V - RENTALS

Section 5.01: Lessee agrees to pay to the Authority as ground rental \$0.085 per square foot per year, totaling One Thousand Five Hundred Forty-Two and 75/100 Dollars (\$1,542.75) per year equal to one-twelfth (1/12) of the annual rent due hereunder in advance of the 1st day of each and every calendar month, provided, however, that Lessee shall have the privilege of pre-payment of any annual rent by payment of the same on or before any anniversary date of this Lease Agreement.

Section 5.02: For each three (3) year period succeeding the first three (3) year period, the land rental shall be re-established as provided herein.

During the third (3rd) year of any three (3) year increment of this Lease Agreement or any extension thereof, the land rental shall be re-established for the ensuing three (3) years. Such adjustment shall be based on land rental at other Montana airports of equal use.

In the event Lessee and Authority do not agree, the value shall be determined by arbitration.

After notice by either party to the other party requesting arbitration, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. If they fail to select a third arbitrator, on application by either party, the third arbitrator shall be promptly appointed by the presiding Judge of the District Court of the Hangar 168

State of Montana, County of Gallatin, acting in his individual capacity. Each party shall bear the expense of its own appointed arbitrator and shall bear all other expenses equally. The value shall be the decision of not less than two of the arbitrators. The value determined by the arbitrators shall be effective and retroactive to the first (1st) day of the rental period under arbitration.

Section 5.03: As part of the consideration hereof and in lieu of field user charges for common use of public airport facilities, subject, however, to the provisions of Section 5.04 hereof, the Authority shall be entitled to collect and Lessee agrees to pay a fuel flowage fee for each gallon of fuel delivered into its aircraft on said Airport in an amount per gallon equal to that levied on all other similar public airport facility users from time to time by the Authority. Lessee agrees to purchase or supply its aircraft on said Airport with all its requirements of aviation fuels as are reasonably convenient in view of the transient nature of Lessee's aircraft.

Section 5.04: It is expressly understood that the Authority may from time to time establish field user charges for use made of the public airport facilities. Such field user charges shall be payable by the user, including the Lessee herein, of such facilities, in accordance with rules and regulations, ordinances or resolutions of the Authority of general application to all field users similarly situated and operating.

Section 5.05: Lessee shall pay all lawful taxes and assessments which during the term hereof may become a lien upon or which may be levied by the state, county or any other tax levying body upon any taxable interest of Lessee acquired in this Lease Agreement, or any taxable possessor right which Lessee may have in or to the premises or facilities hereby leased or the improvements hereon, by reason of its use or occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Lessee in and about the said premises.

ARTICLE VI - TERMINATION, DEFAULT,
ASSIGNMENT, TRANSFER AND SUBLEASE

Section 6.01: If the Authority desires to continue to lease this plot for the existing use, a good faith effort will be made by the Authority and the Lessee to either extend this Lease Agreement or enter into a new agreement mutually acceptable to both parties within ninety (90) days prior to the Hangar 168

expiration of this agreement. If no agreement is reached, the lease shall be terminated.

Upon termination of this agreement by the passage of time or otherwise, the Authority shall have the option to require the removal of all structures, installations or improvements within ninety (90) days after the expiration of the Lease Agreement at Lessee's expense. If the Lessee fails to remove the structures, installations and improvements within ninety (90) days, the Authority shall have the option to take title to such structures, installations and improvements.

Section 6.02: Provided, always, these entire agreements are upon these conditions, that (a) if Lessee shall fail to pay rent when due, or (b) if Lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than five (5) days or under (b) herein for a period of not less than sixty (60) days after the Authority has notified Lessee in writing of Lessee's default hereunder, or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, or if the destruction of Lessee's hangar building without replacement within a period of six (6) months (plus such additional time equal to the time Lessee was prevented or delayed in the replacement thereof by causes beyond Lessee's control) occurs, or in the event Lessee shall allow its hangar to be used for overnight accommodations for the Lessee or any guests, without prior written approval of the Authority, then in either of said cases or events, the Authority or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon said premises or any part thereof and in the name of the whole, repossess the same of its former estate, and expel said Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass, and without prejudice to any remedy which otherwise might be used, for arrears of rent or preceding breach of covenant. On the re-entry aforesaid, this Lease Agreement shall terminate. In this connection, it is agreed that failure of the Authority to declare this Lease Agreement terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of the Hangar 168

Authority to declare this Lease Agreement null and void by reason of any subsequent violation of the terms of this Lease Agreement.

Section 6.03: The Lessee shall not assign, sublease, or transfer any of the rights, privileges, uses or interest arising hereunder without the written permission of the Authority is first obtained.

Section 6.04: Should written permission of the Authority be obtained under Section 6.03 above, the Lessee shall then have the right to sublease all of the space demised hereunder; provided, however, that any subtenant shall be subject to the same conditions, obligations and terms as set forth herein, and the Lessee shall be responsible for the observance of its sublessee and assignee of the terms and covenants of this Lease Agreement. Lessee shall provide Authority a copy of any such sublease agreement.

ARTICLE VII - NOTICES

Section 7.01: Any notice or demand required or permitted to be given or made under the terms of this Lease Agreement shall be deemed to have been duly given or made if in writing and deposited in the United States mail in a sealed envelope, postage prepaid, respectively addressed as follows:

To Authority: Gallatin Airport Authority
850 Gallatin Field Road, Suite 6
Belgrade, MT 59714

To Lessee: Rusted Barn Works, LLC
6905 Bristol Lane
Bozeman, MT 59715

Section 7.02: Either Authority or Lessee may change the address to which such notices or demand shall be sent by notice transmitted in accordance with the provisions of Section 7.01.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.01: Improvement Requirements. The Lessee agrees that it will construct, within one hundred eighty (180) days from the date of execution hereof, plus such additional time equal to the time Lessee is delayed in such construction by causes beyond its control, on the leased premises, a hangar suitable for the storing and servicing of Lessee's aircraft. All structures and improvements which are erected or placed on the demised premises shall be constructed, erected or placed thereon in full compliance with all applicable

codes and/or requirements in effect at the time of construction, erection or placement and in addition thereto such hangar or other buildings must be in accordance with the Authority's Standard for Development for the Gallatin Field Airport. Plans and specifications for all intended construction shall first be submitted to the Authority for its approval and no construction may commence until written approval by the Authority has been given. Following the initial construction as hereinabove set forth, Lessee shall make no changes, alterations, additions or replacement to the existing building or the site without obtaining Authority's written approval in advance thereof.

Lessee agrees that it will not occupy or use the premises until all construction is completed and the leased area is cleaned up and restored to the satisfaction of the Authority.

Section 8.02: Indemnity. Lessee agrees fully to indemnify, save harmless and defend the Authority, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Authority shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Authority.

Section 8.03: Waiver of Subrogation. The Authority and Lessee agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage of its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

Section 8.04: Attorney's Fees. In the event any action or suit or proceeding is brought by either party to enforce the terms and conditions of this Lease Agreement or is brought by the Authority to collect the rent due or to become due hereunder or any portion thereof, or to take possession of said premises, or to enforce compliance with this Lease Agreement, the prevailing party shall be paid by the other party hereto such sum as the court may

adjudge reasonable as attorney's fees and costs to be allowed in such suit, action or proceeding.

Section 8.05: Sponsor's Assurance Subordination. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Section 8.06: Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

Section 8.07: Successors and Assigns. Subject to Article VI above, all the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto, and time is of the essence.

Section 8.08: Inspections. The Lessee and its sublessees or assigns shall allow the Authority's authorized representatives access to the premises leased exclusively to Lessee at all reasonable hours, for the purpose of examining and inspecting said premises for purposes, necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Section 8.09: Cancellation by Lessee. This Lease Agreement shall be subject to cancellation by Lessee in the event of any one or more of the following events:

- A. The permanent abandonment of the Airport.
- B. 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, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating thereon.
- C. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport and the remaining in force of such injunction for a period of at least ninety (90) days.
- D. The default by the Authority in the performance of any covenants or agreements herein required to be performed by the Authority and the failure of

the Authority to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.

Section 8.10: Redelivery. Lessee will make no unlawful or offensive use of said premises and will, at the expiration of the term hereof or upon any sooner termination thereof, without notice, quit and deliver up said premises to the Authority and those having its estate in the premises, peaceably, quietly, and in as good order and condition, except for reasonable use and wear thereof, as the same now or may hereafter be placed by the Lessee or the Authority and Lessee shall have ninety (90) days after said redelivery of the premises in which to comply with the provisions of Section 6.01 hereof.

Section 8.11: Holding Over. In the event Lessee shall hold over and remain in possession of the premises herein leased after the expiration of this Lease Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease Agreement, but shall only create a tenancy from month to month which may be terminated at any time by either party giving not less than thirty (30) days prior written notice of the date of termination which shall be on a calendar month end.

Section 8.12: Nonwaiver. Any waiver of any breach of covenants herein contained to be kept and performed by the Lessee shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the Authority from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Section 8.13: Rules and Regulations. The Authority shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of this leased land and hangars built thereon, the Airport, terminal building and related facilities, which Lessee agrees to observe and obey, even though such rule, or regulations may modify the Lessee's use of the leased property.

Section 8.14: Modification. Modification of the Lease Agreement as to term, area, or any rental shall result in re-negotiation of the rental per Section 5.02.

Section 8.15: Non-Discrimination.

1. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby
Hangar 168 pg 10 of 12

covenant and agree "as a covenant running with the land" that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (b) 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, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. Non-compliance with the provisions of this section after written findings shall constitute a material breach thereof and in the event of such non-compliance the Authority shall have the right to terminate this lease and the estate hereby created without liability therefore or at the election of the Authority or the United States either or both said governments shall have the right to judicially enforce said Provisions 1 and 2.

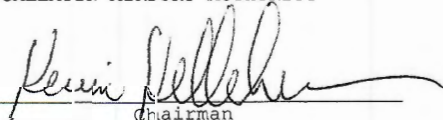
3. That these provisions of non-discrimination shall not be deemed to have expanded the provision for the use of the leased land set forth in Article II, above, it being understood that whatever use Tenant is permitted under Article II, above, of the tract of land, such use shall not violate non-discrimination laws of the local, state or Federal governments.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

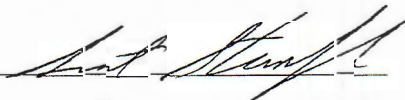
GALLATIN AIRPORT AUTHORITY

RUSTED BARN WORKS, LLC

By


Chairman

By

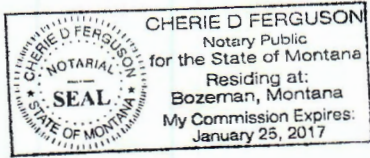


Title

Owner

State of: Montana
County of: Gallatin

This instrument was signed or acknowledged before me on May 8, 2014 by
Kevin Kelleher, acting in the capacity of Board Chair
on behalf of Gallatin Airport Authority.



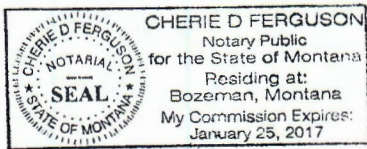
(seal)

State of: Montana
County of: Gallatin

Cherie D Ferguson
Signature of Notary

Printed, typed or stamped name of Notary
Notary Public for the State of _____
residing at: _____
Notary's City of Residence
My commission expires: _____
mm/dd/yyyy

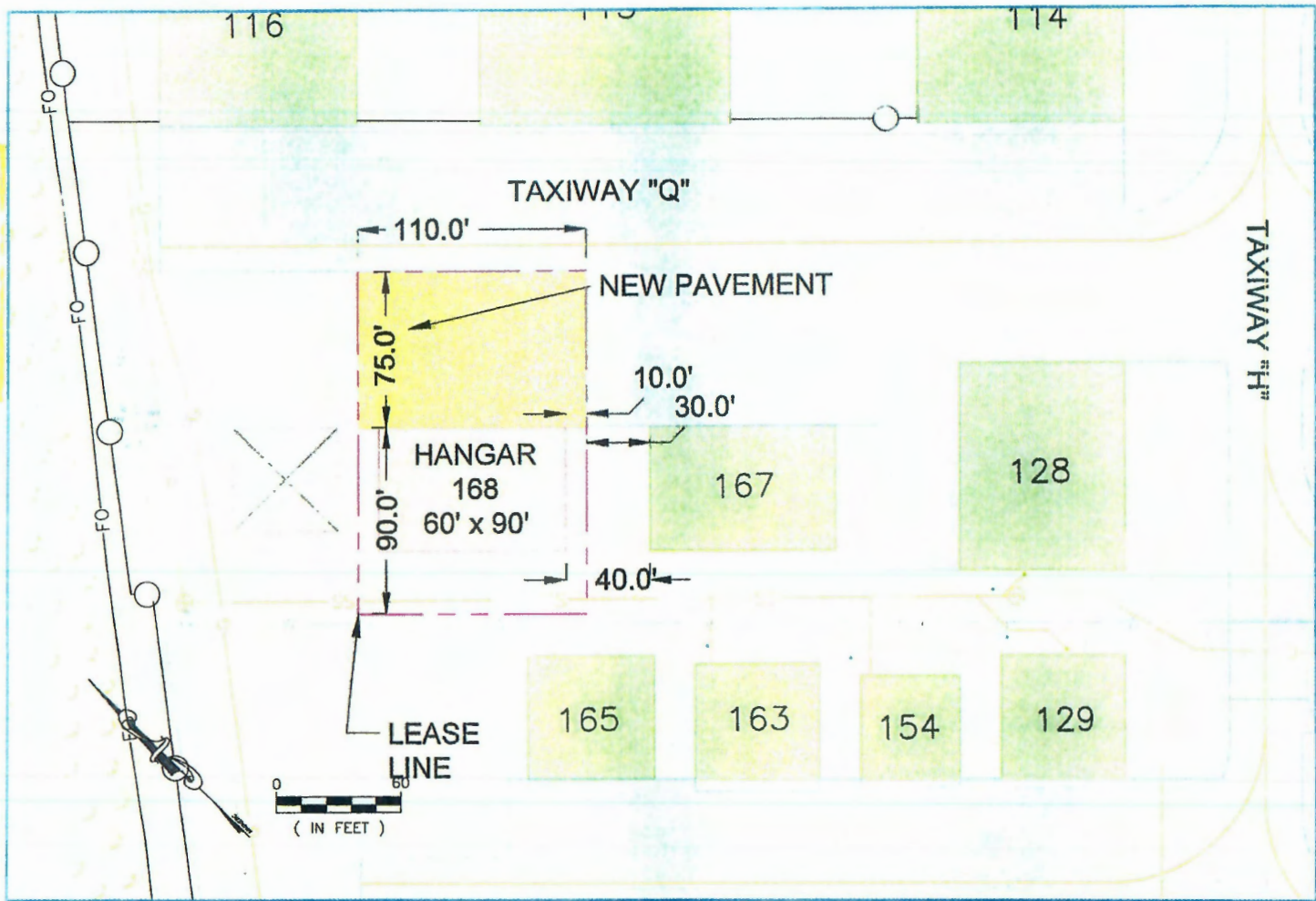
This instrument was signed or acknowledged before me on April 23, 2014 by
Scot Stambaugh, acting in the capacity of Owner
on behalf of Rusted Barn Works LLC.



(seal)

Cherie D Ferguson
Signature of Notary

Printed, typed or stamped name of Notary
Notary Public for the State of _____
residing at: _____
Notary's City of Residence
My commission expires: _____
mm/dd/yyyy



<p>MORRISON MAIERLE, INC. Engineering & Construction</p>	<p>Project: 1999 Beltman Yellowstone International Airport Location: Beltman, Montana Scale: 1/8" = 100'</p>	BELTMAN YELLOWSTONE INTERNATIONAL AIRPORT		MONTANA
		TAXIWAY "Q" HANGAR 168		FIG. 1