GA AVIATION TERMINAL SPACE AND RETIRED CONTROL TOWER LEASE AGREEMENT

THIS INDENTURE OF LEASE is made and entered into this day by and between City of Joplin, Missouri, a Municipal Corporation (hereinafter "LESSOR"), and Freedom of Flight Museum, a Missouri Nonprofit Corporation (hereinafter"LESSEE").

W I T N E S S E T H:

That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents RENT, LEASE, AND LET unto Lessee, and Lessee hereby leases the premises described on Exhibit "A", attached hereto and incorporated herein by reference, hereinafter referred to as the "demised premises" upon the following terms and conditions:

1. Term. The term of this Lease shall be for 60 months, beginning August 19, 2019 and terminating August 18, 2025.

2. Rent. There will be "No Cost" to Lessee for this space.

3. Use. The demised premises shall be used and occupied for the sole purpose to support the activities of Freedom of Flight Museum.

4. Compliance. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises and shall comply with all governmental orders and directive for the correction, prevention and abatement of nuisances caused by Lessee in or upon or connected with the demised premises, all at Lessee's sole expense. Lessee agrees not to store any hazardous waste or material that includes, but not limited to, pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

5. Exoneration of Lessor. Lessor shall in no event be liable to Lessee for any damage to person, property, or effects resulting from or on account of breakage, leakage or destruction by water, gas or soil pipes or the roof, waterpipe, water conduits or other leakage or overflow in or about the leased premises, nor for any such damage, loss or injury to persons or property, suffered on, in or about the premises by reason of any present, future, latent or other defects in the form, character or condition of said premises or any part thereof.

6. Lessee's Obligation to Maintain. Lessee shall at his expense throughout the term of this Lease Agreement, take good care of the leased premises and keep the leased premises in a good and safe condition. At the end or other termination of this Lease Agreement, Lessee shall deliver up the leased premises with all improvement located thereon, in good repair and condition, reasonable wear and tear or acts or omissions of Lessor excepted.

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7. Mechanic's Lien. Lessee shall not do or suffer anything to be done whereby the demised premises, or any part thereof, may be encumbered by a mechanic's or similar lien, and if whenever and as often as any mechanic's or other similar lien is filed against the demised premises or any part thereof or account of any labor performed or materials or services furnished in connection with any work in or about the demised premises or the said building done by, for, or under the authority of Lessee or anyone claiming by, through or under Lessee, Lessee shall cause the same to be discharged of record within ten (10) days after the date of filing thereof.

8. Prohibited Use. Lessee shall not permit the demised premises to be used for any illegal or immoral purpose which would render the insurance thereon void.

9. Inspection. Lessor and its agents and representatives shall have the right to enter and inspect the demised premises at any time during normal business hours for the purposes of ascertaining the condition of the demised premises or in order to make such repairs as may be required to be made by the Lessor under the terms of this lease. Lessor shall give no less that twenty-four (24) hours' notice of any inspection.

10. Utilities. Lessor shall pay for all utilities used on the demised premises, but shall not be responsible for phone, internet or cable service which shall be the responsibility of Lessee, if any.

11. Assignment and Subletting. Lessee shall not assign or sublet the whole or any part of the demised premise, without the written consent of the Lessor, which said consent shall not be unreasonably withheld.

12. Renter's Insurance. During the term of this Lease and any extension thereof, Lessee at his option, shall procure and maintain a policy of renter's insurance for damage or destruction to personal property within the demised premises, and Lessee agrees that Lessor has no obligation to insure or reimburse for Lessee's damage or loss under any circumstance.

13. Damage to Premises. In the event of partial damage or destruction to the leased premises, Lessor will timely replace and repair the damaged premises to a like or similar condition as the premises were prior to the damage, and if Lessee has to move its operation while repairs are made, Lessee will receive a rent abatement until the repairs are completed until such time Lessee can move back in and conduct its operations. In the event of a total loss to the premises, Lessor's obligation to replace the improvements shall be determined by the City and subject to the approval of the Joplin City Council. Lessor agrees to involve Lessee in the decisions regarding any such repair or replacement.

14. Indemnification. During the term of this Lease, Lessee agrees to hold harmless and indemnify Lessor against any liability from or by any person whomsoever for injury to person or damage to property arising out of or in connection with the Lessee's use of the

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demised premises. Lessee hereby agrees to hold Lessor, its employees, agents, contractors, invitees, successors and assigns, free and harmless and to waive all rights of recovery against Lessor, its employees, successors and assigns for any and all occurrences.

15. Insurance. The Lessee, at its expense, shall procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company that has an A.M. Best Company rating of at least an "A" rating, or similar rating by another insurance rating company, and is licensed and authorized to conduct business in the State of Missouri, comprehensive general liability insurance, with independent contractors' coverage, contractual liability endorsement coverage and premise liability coverage insuring the Lessee, the city of Joplin and the Airport for personal injury and property damage, and such other insurance necessary to protect Airport from all such claims and actions described in the preceding subsections. Without limiting its liability, Lessee agrees to carry and keep in force insurance with single limit liability for personal injury or death and property damage in a sum not less than $1,000,000.00 per person and $2,000,000.00 per occurrence. Lessee shall furnish Airport with a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to Airport. Coverage is to be written in the broadest liability form that is customarily available at reasonable cost. Airport shall be a named insured upon all such policies but shall have no obligation for the payment of any premiums for such coverage. In the event the scope of the Airports' tort liability as a governmental entity described in Section 537.600 through .650, RSMo., inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, Airport, upon written notice to Lessee, may require Lessee to provide additional coverage sufficient to protect the Airport and the City of Joplin's interest to the extent of any such change. If the Airport's current limitations upon tort liability are abolished entirely, Airport may require Lessee to provide such coverage to protect the Airport and the City of Joplin's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement.

16. Events of Default. The following events shall be deemed to be events of default of Lessee under this Lease:
    a. Lessee shall fail to comply with any terms, provisions or covenants of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.
    b. If the Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.
    c. If the Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or if the Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee hereunder.
    d. A receiver or trustee shall be appointed for all or substantially all the assets of the Lessee.

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e. Lessee shall desert or vacate any substantial portion of the premises. Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
    i. Terminate this Lease, in which event, Lessee shall immediately surrender the premises to Lessor, and if Lessee shall fail to do so, Lessor may, without prejudice, to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim, or damage therefore; and Lessee agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may incur by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.
    ii. Enter upon and take possession of the leased premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expense which Lessor may incur and thus affecting compliance with the Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action, whether caused by negligence of Lessor or otherwise. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies hereby provided or any other remedy provided by; law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained.

17. Surrender of Premises. Upon the expiration or other termination of the term of this Lease Agreement, Lessee shall quit and surrender to Lessor the demised premises, together with all buildings and improvements thereon, broom clean, in good order and condition, ordinary wear and damages by elements excepted. Lessee shall remove all Lessee's personal property not affixed to the premises as directed by Lessor, and failing to so do, it is agreed Lessee shall have abandoned said property and same shall become property of Lessor.

18. Binding Upon Successors. All rights herein shall inure to the benefit of the successors and assigns of Lessor and Lessee.

19. Attorney fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the demised premises, the City shall be entitled to recover from the other party its reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any judgement or decree rendered.

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20. Entire Agreement. This Lease embodies the entire agreement between the parties with respect to Lessor's leasing the premises to Lessee. There are no representations, terms, covenants, conditions or agreements between the parties pertaining to leasing the premises which are not herein contained. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, and inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except ad otherwise herein expressly provided.

21. Venue, Jurisdiction and Choice of Law. Lessor and Lessee agree that this lease shall be governed by Missouri law, and venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or United States District Court, Wester District of Missouri.

22. Common Area. Lessee shall have use of the common area, as defined and outlined in yellow on Exhibit A, for access to the demised premises and the use of the bathrooms in the common area. Lessor is responsible for maintenance of the common area and restrooms.

23. Reciprocal Covenant of Quiet Enjoyment. Lessee understands and agrees that other tenants will occupy space in the Building and make improvements at the premises. Tenant agrees to conduct its operations free from excessive noise or disturbance to the other tenants, and not to enter upon the other tenant's portion of the premises. All tenants shall share the parking area for the premises, and if they are unable to agree on parking arrangements for shared use, the Lessor will make such determinations.

24. Termination. Lessor may terminate this agreement at any time, without cause, on 180 days' written notice to Lessee.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Contract, the day and year first above written.

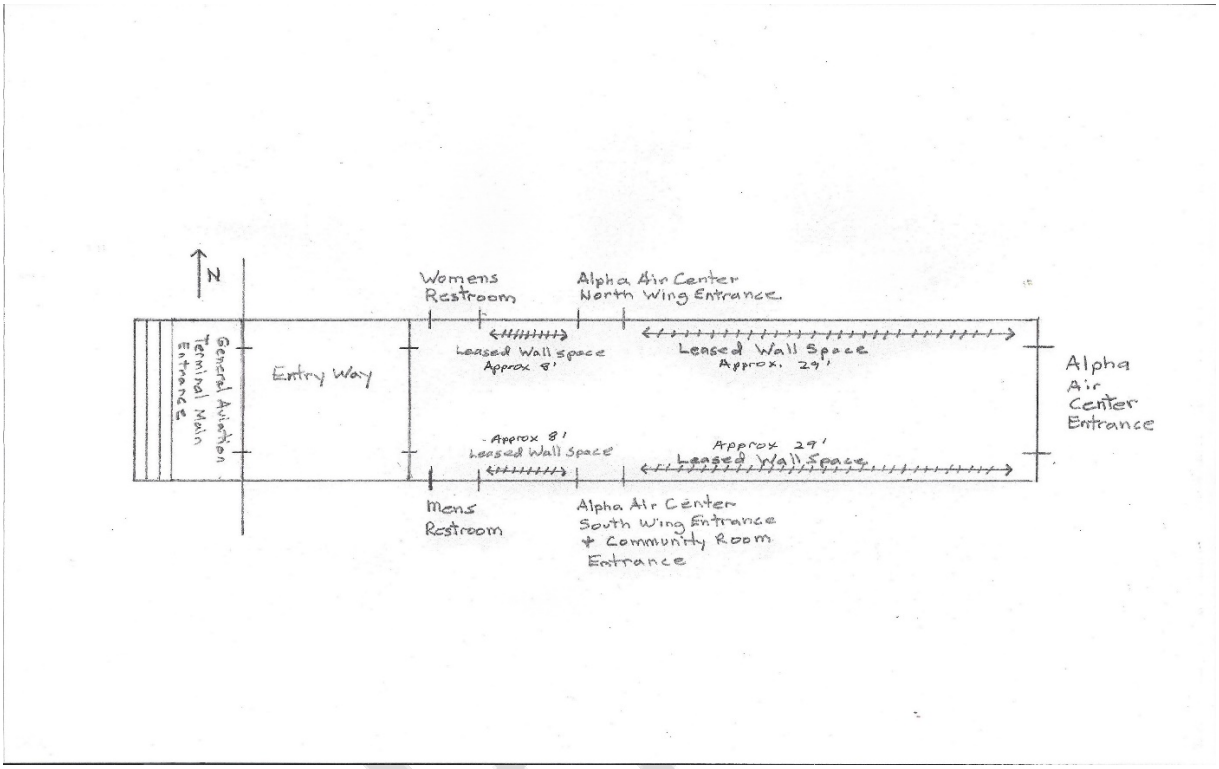
"LESSOR"	"LESSEE"
City of Joplin Missouri:	**Freedom of Flight Museum, Inc.**
By _____	By _____
Dan Pekarek, Interim City Manager	Darryl L. Coit, President
Attest:	**Approved as to Form:**
By _____	By_____
Barbara Gollhofer, City Clerk	Peter Edwards, City Attorney

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EXHIBIT "A"

LEGAL DESCRIPTION: MAIN ENTRY HALL

1. Legal description or specific description of the demised premises: Main Entry Hall.



2. The right to the exclusive use of wall space, indicated by slash lines, located in the main entry hall to the General Aviation Terminal at the Joplin Regional Airport, Dennis Weaver Dr. Joplin, MO.

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EXHIBIT "A"

LEGAL DESCRIPTION: RETIRED CONTROL TOWER

1. Legal description or specific description of the demised premises: Retired Control Tower.



2. The right to the exclusive use of the retired control tower located south of the General Aviation Terminal at the Joplin Regional Airport, Dennis Weaver Dr. Joplin, MO.

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