

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), is made and entered into this \_\_\_\_ day of March, 2026 ("Effective Date"), by and between **City of Crete, Nebraska**, having its principal place of business at PO Box 86, Crete, NE 68333-0086 ("Landlord"), and **Air Methods, LLC**, a Delaware limited liability company, having its principal place of business at 5500 S Quebec St., Ste 300, Greenwood Village, CO 80111, ("Tenant") (with the "Landlord" and "Tenant" constituting the "Parties" and each, "Party").

**WHEREAS**, Landlord currently owns and operates the Crete Municipal Airport located in Crete, Nebraska; and,

**WHEREAS**, Landlord and Tenant deem it advantageous to lease the Premises, consisting of approximately 10,000 square feet, with certain rights, privileges and uses described herein as necessary to conduct Tenant's business.

**NOW THEREFORE**, Landlord and Tenant, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, the receipt and adequacy of which is hereby acknowledged, do hereby covenant and agree as follows:

**1. Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, (i) one (1) 60'x80' hangar (the "Hangar"), approximately 4,800 square feet; (ii) two (2) 10'x11' offices (the "Offices"); and (iii) one (1) 25'x11' parts room (the "Parts Room"); all located at 2429 County Road F, Crete, NE 68333 (collectively, "Premises"), more particularly described in the floor map attached hereto as Exhibit "A" and incorporated herein by reference. Tenant is entitled to the exclusive use of the Offices and the Parts Room.

**2. Term.** The term of this Lease shall be for a term of three (3) years ("Term"), commencing on the Effective Date and ending on December 31, 2028. Thereafter, Tenant will have the option to renew this Lease for one three (3) year term ("Renewal Term"). Tenant shall give notice to Landlord of its intent to exercise the renewal option at least ninety (90) days prior to the expiration of the Term or any Renewal Terms. Either Party may terminate this Lease without cause, upon one hundred eighty (180) days prior written notice to the other Party.

**3. Use.** Tenant's use and occupancy of the Premises shall be for the purpose of operating an air ambulance service, office space related to the operation, and other uses which are necessary for such operation and which are not excluded by this Lease. Tenant shall not commit an act or omission on the Premises which would be in violation of any statute, regulation or ordinance of any governmental body, quasi-governmental body and regulatory body having jurisdiction over the Premises or the activities conducted thereon.

**4. Rent and Payment Terms.**

**a. Rent.** Tenant shall pay monthly rent to Landlord in the amount of One Thousand Six Hundred Twenty 00/100 Dollars (\$1,620.00) per month for the use of the Premises ("Rent"). Such Rent shall be inclusive of any and all applicable federal, state and local taxes for which Landlord may be liable as a result of this Lease. On January 1 of each year, starting January 1, 2027, rent shall increase by 3%

**b. Payment Terms.** All Rent payments shall be sent by check to the

following address: City of Crete, Nebraska, PO Box 86, Crete, NE 68333. Rent shall be paid in advance of the first (1<sup>st</sup>) day of each month, and shall not be considered delinquent if received by the tenth (10<sup>th</sup>) day of the month. Tenant agrees to pay a late charge of five percent (5%) as additional Rent for each payment due hereunder that is more than ten (10) days delinquent. In the event that the Effective Date falls on a day other than the first (1<sup>st</sup>) of the month, the Rent due for the first month, payable on the Effective Date, shall be pro-rated. The Parties represent that in entering into this Lease, they have bargained at arm's length, that the amounts paid as Rent by the Tenant to the Landlord are fair market value taking into account the geographic location and facts and circumstances of the market and that this Lease is entered into in furtherance of the purpose of operating an air ambulance service.

5. **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) ("Security Deposit"), which shall be held by Landlord, without obligation for interest or segregation, as security for performance of Tenant's covenants and obligations under this Lease. Upon occurrence of any default by Tenant, Landlord may use such fund to make good any Rent arrearage or any other damage, injury, expense or liability caused by such default. Any remaining balance of such Security Deposit shall be returned by Landlord to Tenant no later than thirty (30) days from the date of termination of this Lease.

6. **Inspections.** Landlord and the Tenant shall complete, sign and date inspection reports at the beginning and at the end of this tenancy, for the purpose of ascertaining any damage for which Tenant is responsible.

7. **Utilities.** Tenant shall pay all fees associated with use of water, gas, electricity, sewer/septic, telephone, cable/internet and any other public utilities furnished to the Premises. In the event that a certain public utility is necessary but not available on the Premises, Landlord shall furnish, at Landlord's cost, said utility and all utilities reasonably necessary for Tenant's use of the Premises.

8. **Hanger Repairs, Modifications, or Improvements** Landlord, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, walls, windows, doors, and hangar door within expected wear and tear. Landlord shall also maintain, repair and make replacement of plumbing servicing lines, not any internal plumbing. Tenant will promptly give Landlord written notice of any known defect or need for repairs, after which Landlord will have reasonable opportunity to make necessary repairs or cure the defect. In the event Landlord inspects the reported defects and determines in a reasonable manner that the defects were caused by abnormal wear and tear, tenant shall hold a portion of responsibility for the repair or replacement. Additionally, Landlord, at its own cost and expense, shall furnish: snow removal and grounds maintenance for the Premises.

9. **Tenant's Repairs and Maintenance.** Tenant shall maintain the Premises in a safe and clean condition, free from waste or nuisance. Tenant shall maintain and repair all interior improvements made by Tenant including HVAC, electrical, plumbing, and other mechanical systems installed after leasing the Premises. Tenant, at its own cost and expense, shall provide for janitorial services and the safe removal of biological or hazardous waste.

10. **Alterations and Fixtures.**

a. **Alterations.** Tenant shall not make any alterations or improvements to the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld. Tenant shall submit the plans and specifications for any improvements or alterations to Landlord for approval prior to commencement of such work. If Landlord approves such plan and specification, tenant shall have all financial responsibility for the associated costs unless previously agreed to. Tenant shall subsequently provide all plans to the building inspector for official permits to proceed with construction.

b. **Removal and Restoration by Tenant.** All alterations and improvements, shall remain Tenant's property for the Term and any Renewal Term thereafter. Except for items used primarily in the conduct of Tenant's business and commonly considered "trade fixtures," all alterations and improvements shall immediately upon the termination or expiration of this Lease become Landlord's property.

11. **Landlord's Access.** Landlord, its employees and agents shall have access to the Premises at reasonable times to inspect, repair, make alterations, or make improvements to the Premises. Landlord must provide Tenant with at least twenty-four (24) hours' notice prior to entry.

12. **Common Areas.** Tenant shall have the right, during the term of this Lease, to use in common with Landlord and each Party's employees, and invitees, all common walks, drives, and parking, within and around the Premises, for access to the Premises the lobby and common restrooms. All common areas shall be subject to the control and management of Landlord, and the use thereof shall be subject to reasonable rules and regulations as may be determined from time to time by Landlord. Tenant and its employees and guests shall not have access to any hangars not included in this agreement.

13. **Parking.** Tenant, its employees and guests, shall have the right to the use of the parking lots as are designated by Landlord, for the purpose of parking motor vehicles to the extent reasonably necessary in connection with Tenant's use of the Premises. Such right of use shall be without any additional charge and on a first come, first served basis. Tenant and its employees and guests shall not park vehicles in any areas not designated for parking aside from the tenant's hangar.

14. **Fuel.** Tenant may, but is not required to, purchase fuel from Landlord during each year Tenant occupies the Premises. Tenant shall pay to Landlord the full amount due for fuel used, if any, during any calendar month, by the tenth (10th) day of the following month. Tenant agrees to pay a late charge of five percent (5%) for each payment due hereunder that is more than ten (10) days delinquent.

15. **Warranties of Title and Quiet Enjoyment.** Landlord warrants that it has full right to make this Lease subject to the terms of this Lease. Tenant shall have quiet and peaceable possession of the Premises during the term of this Lease as against the acts of any parties claiming title to, or a right to possession of, the Premises. Tenant, its signatories, and all guarantors and signatories for guarantors, warrant that they are duly authorized to enter into this Lease and the guarantee of this Lease, and to execute, deliver and fulfill all terms and conditions of same.

16. **Assignment and Subletting.** Landlord's rights to assign this Lease are and shall

remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this Lease for any time prior to the date of assignment. Tenant shall not assign this Lease or sublet the Premises, whether by voluntary act, operation of law or otherwise, without the prior written consent of Landlord, which shall not be unreasonably withheld; provided, however, that Tenant may, without the prior consent of the Landlord, assign all of its rights under this Lease to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this Lease, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Tenant is participating. Any permitted assignee shall assume all obligations of its assignor under this Lease and subsequently notify the Landlord of updated billing and contact information.

**17. Fire or Other Casualty.** If the Premises is destroyed or rendered untenable for Tenant's accustomed use by fire or other casualty, this Lease shall terminate immediately, and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. If the Premises is damaged or rendered partially untenable for Tenant's accustomed use by fire or other casualty, and if the Premises can be repaired within ninety (90) days from the date of such casualty, Landlord, at its option, shall repair the Premises to substantially the same condition as immediately prior to such casualty. If Landlord chooses to repair the Premises, Landlord shall provide thirty (30) days written notice to Tenant of its intent to repair. From the date of such casualty until the Premises are so repaired and restored, the Rent payments described in Section 4 shall abate in such proportion as the part of the Premises so damaged or untenable bears to the total Premises. Notwithstanding the foregoing, if the damaged portion of the Premises cannot be repaired within ninety (90) days of such casualty, or if said damage materially interferes with Tenant's use of the remainder of the Premises for which the Premises was leased to Tenant, then either Landlord or Tenant may terminate this Lease and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. Landlord shall not be obligated to repair and restore if such casualty is caused in whole or in part by the negligence of Tenant, its agents or employees.

**18. Rules and Regulations.** Landlord may, from time to time, impose reasonable rules and regulations regarding the Premises. Tenant, its employees, agents, invitees and licensees shall comply with all such rules and regulations.

**19. Insurance.**

a. **Tenant's Obligations.** Tenant, at its own cost and expense, shall provide general liability coverage with respect to the Premises and Tenant's business in amounts and through insurers satisfactory to Landlord. Landlord shall be named as additional insured under the policy. Tenant shall, at Landlord's request, provide satisfactory documentation of such insurance coverage and agrees to notify Landlord in writing within ten (10) days of any cancellation, non-renewal, termination, limitation, or modification affecting the insurance coverage required hereunder. Tenant, at its own cost and expense, shall maintain insurance on its contents within the Premises.

b. **Landlord's Obligations.** Landlord, at its own cost and expense, shall take out or cause to be taken out, and keep or cause to be kept, in full force and effect during the whole of the term:

i. **Property Insurance:** written on an ISO special causes of loss form for cover on the Premises, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may

determine. Such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated.

ii. Aviation Commercial General Liability Insurance: against claims for property damage and bodily injury, including death in such form and subject to such deductions and exceptions as Landlord may determine in an amount not less than \$5 million per occurrence. Landlord agrees those insurance proceeds that may or may not be available to Tenant in the event Landlord is found to be liable for property damage or bodily injury do not limit Tenant's right of recovery from Landlord.

iii. Products and Completed Operations Liability Insurance: against claims for property damage and bodily injury, including death arising out of but not limited to those services provided to Tenant, including fueling operations.

iv. Workers' Compensation Insurance: for Landlord's employees, as required by law, at all times. Landlord agrees to ensure agents, contractors, invitees, licensees or anyone for whose safety Landlord is responsible for is appropriately covered by Landlord's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law. Tenant agrees to provide workers' compensation insurance for its employees, as required by law, and ensure agents, contractors, invitees, licensees or anyone for whose safety Tenant is responsible, is covered by Tenant's workers' compensation insurance or said individual's employer's workers' compensation insurance as required by law.

**20. Indemnification.** Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Landlord may sustain to the extent arising out of any injury to any person or damage to or loss of any property (a) caused by or arising out of the negligence or willful misconduct on the part of Tenant or Tenant's employees, agents or contractors, on, in, or about the Premises or other common areas of the Premises except to the extent any of the foregoing is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors, or (b) caused by or arising out of any breach or default by Tenant in the performance of its obligations and covenants under this Lease beyond applicable periods of notice and cure. Landlord agrees to indemnify and save Tenant harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that Tenant may sustain to the extent arising out of any injury to any person or damage to or loss of any property (a) occurring in the common areas of the Premises to the extent not caused by Tenant, (b) caused by or arising out of the negligence or willful misconduct of Landlord, its employees, agents or contractors or (c) caused by or arising out of any breach or default by Landlord in the performance of its obligations and covenants under this Lease beyond applicable periods of notice and cure.

**21. Limitation of Liability.** In no event shall either Party, its employees, agents, or contractors be liable under this Lease to the other Party or any third party, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either Party was advised of the possibility of such damages.

**22. Surrender.** Upon expiration of the Term, Renewal Term or upon earlier termination, Tenant shall deliver up the Premises in the same repair and condition as when this Lease commenced, reasonable wear and tear expected. Tenant, at its own cost and expense, shall remove all personal property from the Premises.

**23. Holding Over.** In the event Tenant remains in possession of the Premises beyond the Term of this Lease, Landlord may take legal action to remove Tenant. If Landlord accepts a Rent payment for a period of time beyond the Term of this Lease, or otherwise acknowledges the tenancy, Tenant shall be deemed a Tenant from month-to-month, and shall pay Rent at the rate established by this Lease. Any month-to-month tenancy is subject to the conditions, provisions, and obligations of this Lease.

**24. Default by Tenant.**

a. **Events of Default.** The following shall be considered for all purposes to be events of default under and a breach of this Lease:

i. Notwithstanding a good faith dispute, any failure by Tenant to pay any Rent due hereunder, after reasonable notice to Tenant of any non-received payment;

ii. Any failure of Tenant to perform or observe any other covenants, agreements, stipulations, or conditions of this Lease for more than thirty (30) days after written notice from Landlord of such failure, provided, however, such failure shall not constitute an event of default if such failure is not susceptible of being cured within thirty (30) days and Tenant diligently pursues such cure to completion;

iii. If Tenant shall become insolvent, make an assignment for the benefit of his or her creditors, file a voluntary bankruptcy proceeding, be subjected to an involuntary bankruptcy proceeding, or if a receiver is appointed for Tenant; or

iv. If any guarantor of this Lease shall become insolvent, make an assignment for the benefit of its creditors, or in the event a receiver is appointed for the guarantor, files a voluntary bankruptcy proceeding or has an involuntary bankruptcy petition against the guarantor which is not dismissed within thirty (30) days.

b. **Landlord's Remedies.** Upon the occurrence of any event of default specified in this Lease, Landlord shall have the right to enter and take possession of the Premises and re-let the same upon such terms as Landlord deems prudent, for the account of the Tenant. Tenant shall be liable to Landlord for any Rental payments due and owing for the remaining portion of the Term, less the net Rentals received from other parties for the use of said Premises.

**25. Default by Landlord.** In the event that Landlord defaults under the terms of this Lease, Tenant shall give Landlord written notice specifying the nature of the default and Landlord shall have thirty (30) days after receipt of such notice to cure said default. Any default by Landlord which shall continue uncured shall give Tenant the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

**26. No Partnership, Joint Venture or Principal/Agent Relationship Created.**

Nothing in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Landlord and Tenant.

**27. Cumulative Rights.**

No right or remedy provided under this Lease is intended to be exclusive of any other right or remedy hereof provided by law or equity. Each right and each remedy shall be cumulative and in addition to every other right or remedy provided under this Lease now or hereafter existing at law, in equity or by statute.

**28. Subordination.**

This Lease shall be subordinate to any mortgage, trust, deed or other security instrument now or hereafter placed on the Premises by Landlord. Tenant shall execute and deliver to Landlord all instruments necessary or required to evidence such subordination, and if Tenant fails to do so, Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

**29. Miscellaneous**

a. **Notice.** Notice required by this Lease shall be sufficient if in writing and personally delivered or mailed via U.S.P.S., first class and postage prepaid to:

In the case of Landlord:

City of Crete

P.O. Box 86

Crete, NE 68333

In the case of Tenant:

Air Methods, LLC

5500 S Quebec St, Ste 300

Greenwood Village, CO 80111

Attention: Vice President, North Central Region

b. **Successors and Assigns.** This Lease shall extend to and be binding upon the Parties to this Lease and their respective assigns, executors, heirs, personal representatives, and successors.

c. **Amendment.** No amendment of this Lease shall be valid unless it is in writing, specifies the nature and extent of the amendment, and is signed by the Parties.

d. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease, unless to do so would materially and substantially impair the rights or duties of the Parties.

e. **Entire Agreement.** This Lease contains the entire understanding of the Parties hereto with respect to the transactions contemplated herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

f. **Counterparts; Facsimile or Electronic Signature.** This Lease may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this Lease may be delivered by facsimile, .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

g. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they refer.

h. **Waiver.** Any waiver by any Party of default of any other Party to this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the Parties which varies from the terms of this Lease shall be a waiver of any Party's right to demand exact compliance with the terms of this Lease.

i. **Governing Law.** This Lease shall be governed, construed and enforced in accordance with the laws in the State of Nebraska.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Lease in duplicate on the date set forth below,

**City of Crete, Nebraska**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Air Methods Corporation**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Floor Map**

[see attached]