

**AUTHORITY'S CONSENT TO ASSIGNMENT OF SUBLEASE
(Gold Hangar 10)**

WHEREAS, Denver jetCenter, Inc. ("**FBO**") and Arapahoe County Public Airport Authority ("**Authority**") entered into the Centennial Airport Fixed Base Operator Lease and Agreement dated December 9, 1999 and effective January 1, 2000, an amendment and restatement of the Arapahoe County Fixed Base Operation Lease dated February 1, 1979 between original lessee, Colorado Air Center, Inc., and Authority, as amended by the First through Thirteenth Amendments (hereinafter, the "**Ground Lease**"); and

WHEREAS, FBO and Ronald M. Yaros (the "**Lessee**") entered into a Sublease effective on April 1, 2014 (the "**Sublease**"); and

WHEREAS, the Sublease includes 8,580 square feet of premises (the "**Premises**") and an office and hangar facility improvement known as Gold Hangar 10 (the "**Improvement**"); and

WHEREAS, the Lessee delivered a copy of an Aircraft Hangar Purchase Agreement dated February 26, 2021 (hereinafter, the "**PSA**") between Lessee, as the seller and assignor (hereinafter the "**Assignor**") and NYCO Holdings, Ltd., as the buyer and assignee, whose address is c/o John Cianci, 4438 W. 29th Ave., Denver, CO 80212 (hereinafter, the "**Assignee**"); and

WHEREAS, Assignor and Assignee desire the Authority's consent to the assignment, assumption, purchase, and sale of the Sublease as specified in the PSA (the "**Assignment**"), attached hereto as Exhibit 1; and

WHEREAS, in accordance with the Sublease and the Ground Lease, the consent of both FBO and Authority are required for any assignments.

NOW, THEREFORE, Authority conditionally acknowledges and consents to the Assignment from Assignor to Assignee with the following conditions:

1. Assignor and Assignee shall deliver evidence of FBO's consent to the Assignment to Authority on or before the proposed closing date of March 17, 2021 or this consent is null and void.
2. Assignor and Assignee shall deliver an executed copy of the Bill of Sale to Authority and evidence that Assignor has assigned the Sublease and Assignee has assumed the Sublease on or before March 30, 2021 or this consent is null and void.
3. The Sublease is subject and subordinate to the Ground Lease.

4. Assignee shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of Colorado, Arapahoe County and the Authority (including the *Centennial Airport Minimum Standards for Commercial Aeronautical Activities (the "Minimum Standards")* and the *Development Policy & Application Procedures for Aeronautical and Non-Aeronautical Land Use at Centennial Airport (the "Development Guidelines")*) which may be applicable to Assignee's or its affiliates' operations at Centennial Airport.
5. Assignee shall make no unlawful or offensive use of the subleased premises.

DATED this 11th day of March, 2021.

Arapahoe County Public Airport Authority

Nancy N. Sharpe, Chair

ATTEST:

Jeff Baker, Clerk