

## **EXHIBIT B - COLORADO SPRINGS AIRPORT CONSENT TO SUBLEASE**

THIS COLORADO SPRINGS AIRPORT CONSENT TO SUBLEASE ("**Consent**") is made between the City of Colorado Springs, a home rule city and Colorado municipal Corporation (the "**City**"), by and through its enterprise, the Colorado Springs Airport ("**Landlord**" or "**Airport**"); The Colorado Springs Police Department ("**Tenant**"); and State of Colorado acting by and through the Department of Public Safety, for the use and benefit of the Colorado State Patrol ("**Subtenant**"). This Consent shall be effective on the date it is signed by the Director of Aviation below ("**Effective Date**")

### **RECITALS:**

A. The Tenant and the Subtenant entered into that certain Intergovernmental Agreement ("**Agreement**") dated \_\_\_\_\_ concerning that certain Colorado Springs Airport hangar located at 950 Aviation Way, Colorado Springs, Colorado 80916 ("**Premises**").

B. The Tenant controls, operates, and maintains a hangar located at the Colorado Springs Airport.

C. The Subtenant desires to sublease a portion of the Tenant operated hangar located at the Colorado Springs Airport to house a fixed winged aircraft.

D. Tenant and Subtenant have agreed to enter into a Sublease Agreement (the "**Sublease**") concerning a portion of the Premises (the "**Sublease Premises**").

E. The Lease Agreement between the Tenant and the Landlord provides that Tenant may not enter into any sublease without Landlord's prior written approval.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Adoption of the Recitals. The recitals set forth above are hereby adopted as the agreement of the parties and the facts set forth therein are acknowledged and agreed by the parties to be true, accurate and complete.

2. Capitalized Terms. Unless otherwise defined herein, capitalized words and phrases shall have the same meanings as those set forth in the Agreement.

3. Consent to Sublease Provisions.

(a) Sublease Representations. Tenant and Subtenant represent to Landlord

that (i) a true and complete copy of the Sublease is attached to this Consent as **Exhibit A**, (ii) the Sublease constitutes a transfer, and (iii) the Sublease is not permitted without Landlord's written consent.

(b) Landlord's Consent. Landlord consents to the sublease of the Sublease Premises from Tenant to Subtenant pursuant to the Sublease, subject to the terms and conditions of this Consent; provided, however, Landlord's consent does not constitute (i) Landlord's consent to any of the particular terms and conditions contained in the Sublease, (ii) a ratification of any of the terms of the Sublease, (iii) a representation or warranty as to any of the matters contained in the Sublease, (iv) Landlord's agreement or consent to be bound or estopped by any provisions of the Sublease, (v) an assumption by Landlord of any of Tenant's obligations under the Sublease, or (vi) a release of Tenant from any existing or future duty, obligation or liability to Landlord pursuant to the Lease.

(c) Subtenant Agreements. Subtenant agrees to perform, for Landlord's benefit, all obligations of Tenant under the Agreement, to the extent same were incorporated in and assumed by Subtenant in the Sublease, including, without limitation, the insurance obligations of the Tenant under the Agreement with respect to the Sublease Premises, provided that the foregoing shall not be construed as relieving or releasing Tenant from any such obligations. Prior to Subtenant taking occupancy of the Subleased Premises, Subtenant must deliver to Landlord a certificate of insurance or insurance policy with copies of the applicable endorsements, which reflect (i) Landlord being named in the policy or policies as additional insured, and (ii) insurance coverage as required by the Agreement.

(d) Sublease Subordination. The Sublease shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Agreement and of this Consent. Neither Tenant nor Subtenant shall do or permit anything to be done in connection with the Sublease or Subtenant's occupancy of the Subleased Premises that will violate the Agreement or this Consent. Neither the Agreement, the Sublease nor this Consent shall be deemed to grant Subtenant any rights whatsoever against Landlord. Landlord is not a party to the Sublease and shall have no liability to Tenant, Subtenant or any broker on or arising out of the Sublease. Subtenant hereby acknowledges and agrees that its sole remedy for any alleged or actual breach of its rights in connection with the Sublease Premises shall be solely against Tenant.

(e) Agreement Termination. In the event of termination of the Agreement ("Agreement Termination"), so long as Subtenant is not then in default of the provisions of the Sublease, Landlord will not disturb Subtenant's possession and quiet enjoyment of the Premises under the Sublease, and the Sublease shall continue in full force and effect pursuant to the terms thereof, and Subtenant agrees to attorn to Landlord and to recognize Landlord as Subtenant's landlord under the Sublease, upon the terms and conditions and at the rental rate specified in the Sublease, and for the then remaining term of the Sublease, except that Landlord shall not be bound by any provision of the Sublease which in any way increases Landlord's duties, obligations or liabilities to Subtenant beyond those owed to Tenant under the Agreement. Subtenant agrees

to execute and deliver at any time and from time to time, upon request of Landlord, any instruments which may be necessary or appropriate to evidence such attornment. Landlord shall not (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant, (ii) be subject to any counterclaim, offsets or defenses which Subtenant might have against Tenant, (iii) be bound by any rent or additional rent which Subtenant might have paid in advance to Tenant, and all such rent shall remain due and owing, notwithstanding such advance payment, (iv) be bound to honor any rights of Subtenant in any security deposit made with Tenant except to the extent Tenant has turned over such security deposit to Landlord, (v) be bound by any previous modification of the Sublease not approved by Landlord in writing, (vi) be obligated to perform any work in the Sublease Premises (or be liable for the payment of any improvements allowance) or to prepare it for occupancy, or (vii) be obligated in any manner with respect to the transfer, delivery, use or condition of any furniture, equipment or other personal property in the Sublease Premises which Tenant agreed would be transferred to Subtenant or which Tenant agreed could be used by the Subtenant during the term of the Sublease. Tenant hereby agrees that in the event of Agreement Termination, Tenant shall immediately pay or transfer to Landlord any security deposit, rent or other sums then held by Tenant. In the event of attornment hereunder, Landlord's liability shall be limited to matters arising during Landlord's ownership of the Premises, and in the event that Landlord (or any successor owner) shall convey or dispose of the Premises to another party, such party shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Consent or the Sublease to be performed by Landlord which first arise after the date of conveyance, including the return of any security deposit, and Subtenant shall attorn to such other party, and Landlord (or such successor owner) shall, from and after the date of conveyance, be free of all liabilities and obligations hereunder not then incurred. The liability of Landlord to Subtenant for any default by Landlord under this Consent or the Sublease after such attornment, or arising in connection with Landlord's operation, management, leasing, repair, renovation, alteration, or any other matter relating to the Premises or the Sublease Premises, shall be limited to the interest of the Landlord in the Premises (and proceeds thereof). Under no circumstances shall any present or future employee, officer, agent, partner or member of Landlord have any personal liability for the performance of Landlord's obligations under this Consent or the Sublease.

(f) Landlord's Rent Election. In the event of a default by Tenant beyond all applicable notice and cure periods under any of the terms and provisions of the Agreement, Landlord, in its sole discretion, may elect to receive directly from Subtenant all sums due or payable to Tenant by Subtenant pursuant to the Sublease, and upon receipt of Landlord's notice, Subtenant shall thereafter pay to Landlord any and all sums becoming due or payable under the Sublease and Tenant shall receive from Landlord a corresponding credit for such sums against any payments then due or thereafter becoming due from Tenant. Neither the service of such written notice nor the receipt of such direct payments shall cause Landlord to assume any of Tenant's duties, obligations and/or liabilities under the Sublease, nor shall such event impose upon Landlord the duty or obligation to honor the Sublease, nor subsequently to accept Subtenant's attornment pursuant to this Consent.

(g) Services. Except as expressly provided to the contrary in the Sublease or

in this Consent, it is specifically understood that Tenant shall remain fully liable for the obligation to pay Landlord for any services provided to Subtenant in the course of Subtenant's use and occupancy of the Sublease Premises, whether or not specifically provided for in the Agreement, and Tenant hereby covenants and agrees that unless and until Landlord receives a written notice to the contrary from Tenant, Landlord may honor Subtenant's request for any such services without the specific consent of Tenant. Tenant and Subtenant acknowledge that (i) Landlord may provide such services at the direct request of Subtenant (including billing Subtenant for such services), (ii) Landlord may establish records identifying Subtenant as if Subtenant was a tenant of Landlord, (iii) such actions are merely for the convenience of Landlord, Tenant, and Subtenant, and (iv) the parties shall maintain their respective capacities as Landlord, Tenant, and Subtenant, unless an express intent to the contrary is expressed in a written agreement executed by all the affected parties.

2. Miscellaneous.

(a) Reserved.

(b) Ratification. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms.

(c) No Default. Tenant agrees that, as of the date of this Consent, to Tenant's actual knowledge, Landlord is not in default under the Agreement and Tenant has no outstanding claims against Landlord.

(d) Authority. Each party represents to the other that such party has full power and authority to execute and deliver this Consent and this Consent represents a valid and binding obligation of such party enforceable in accordance with its terms.

(e) No Outstanding Improvements or Allowances. Tenant represents to Landlord that, to Tenant's actual knowledge, Landlord has completed all Landlord's Work required to be completed and any and all other improvements to the Premises in compliance with all requirements in the Agreement.

(f) No Offer. The submission of this Consent to Tenant and Subtenant should not be construed as an offer, and neither Tenant nor Subtenant will have any rights hereunder, unless and until Landlord has executed a copy of this Consent and delivered the same to Tenant and Subtenant.

(g) Counterparts; Electronic Signatures. This Consent may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. Notwithstanding any law or presumption to the contrary, this Consent may be executed electronically or by facsimile or "pdf" and each party has the right to rely upon an electronic, facsimile or "pdf" counterpart of this Consent signed by the other party to the same extent as if such party had received an original counterpart, and such counterpart of this Consent

shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

(h) Governing Document. Notwithstanding anything in the Sublease or this Consent to the contrary, if there is an inconsistency or conflict between the Sublease and this Consent, the terms of this Consent shall control.

(i) Further Amendments. The Agreement shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Consent.

(j) No Recording. Tenant and Subtenant agree that it shall not record the Sublease or this Consent or any memorandum thereof.

(k) Estoppel Certificates. Tenant and Subtenant agree, within 10 days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that the Sublease is in full force and effect, the date to which rent has been paid, the unexpired term of the Sublease, and such other matters pertaining to the Sublease or this Consent as may be reasonably requested by Landlord.

(l) Notices. Tenant and Subtenant shall deliver to Landlord a copy of any notice that terminates, extends or otherwise modifies the Sublease simultaneously with delivering such notice to the other party, and if either party fails to so deliver a copy of such notice to Landlord (i) the other party shall be obligated to deliver such notice to Landlord within 7 business days of receipt of such notice, and (ii) at Landlord's election such notice shall not be binding upon Landlord in any way, including if Landlord elects to require Subtenant to attorn to Landlord. All notices to be delivered to Landlord under the Agreement, the Sublease, this Consent or otherwise with respect to the Sublease Premises shall, unless Landlord notifies Tenant and/or Subtenant otherwise, be delivered to Landlord in accordance with the Agreement at the following address(es):

If to City: Colorado Springs Airport  
Properties Division  
7770 Milton E. Proby Pkwy, Suite 50  
Colorado Springs, Colorado 80916  
[dana.jackon@coloradosprings.gov](mailto:dana.jackon@coloradosprings.gov)

With a copy to: The Office of the City Attorney  
c/o Michael Gendill  
30 South Nevada Avenue, Suite 510  
Colorado Springs, Colorado 80903  
[Michael.gendill@coloradosprings.gov](mailto:Michael.gendill@coloradosprings.gov)

If to Tenant: Cmdr. Daniel Thompson

705 S. Nevada Ave  
Colorado Springs, CO 8093  
Daniel.THOMPSON@coloradosprings.gov

If to Subtenant: Matthew Packard, Chief  
Colorado State Patrol  
700 Kipling Street  
Lakewood, Colorado 80215  
Matthew.Packard@state.co.us

(m) Airport Security Program and Aviation Regulations. Sublessee acknowledges that the Landlord has a responsibility to maintain the integrity of the airfield security perimeter and therefore Subtenant shall comply with all security requirements and federal regulations governing the safe and secure operation of the Airport including, without limitation, all regulations and other requirements of the Federal Aviation Administration ("FAA") Regulations applicable to Sublessee, including without limitation, all regulations of the United States Department of Transportation ("DOT"), the FAA, the Department of Homeland Security ("DHS"), and the Transportation Security Administration ("TSA"). All security requirements and federal regulations of the FAA, DOT, DHS and TSA, collectively defined as the "Regulations." Sublessee further agrees to take such steps as may be necessary or directed by the Landlord to ensure that Sublessee's, employees, invitees and guests observe these requirements. If required by the Landlord, Sublessee shall conduct background checks of its employees in accordance with applicable laws and regulations. If as a result of the acts or omissions of Sublessee, its employees, invitees or guests, the City incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the DOT, FAA, DHS, TSA, or any expense in enforcing Sublessee's compliance with the ASP (defined below) or any federal, state or local security regulations, then Sublessee agrees to pay and/or reimburse to the City all such costs and expenses, including all costs of administrative proceedings, court costs and attorney's fees and all costs incurred by the Landlord in enforcing this provision. Sublessee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Landlord or the federal agencies having jurisdiction over security matters at the Airport. If Sublessee fails to remedy any such deficiency, the Landlord may do so at the sole cost and expense of Sublessee. The Landlord reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(n) Security Plan. Sublessee shall comply with the Airport's security plan for controlling access and escorting personnel while they are using the **Subleased Premises** and inside the security perimeter fence or Air Operation Area ("AOA").

(o) Use of the Subleased Premises/Compliance with Rules and Regulations. Sublessee shall use the **Subleased Premises** for aeronautical purpose only and shall comply with all FAA and

TSA rules, regulations, advisory circulars, security requirements, and safety requirements. Sublessee shall further comply with all applicable federal, state, and local laws, ordinances, resolutions, rules, regulations, orders, the Airport Certification Manual, and the Airport Security Program ("ASP"), and any amendments thereto as now written or hereafter amended or enacted, during the term of its sublease.

(p) Operation of Sublessee's Business. Sublessee shall operate its business in a safe and prudent manner and shall not interfere with any other tenant. Subject to the Landlord's responsibility to maintain the integrity of the airfield security perimeter, Sublessee acknowledges and accepts full responsibility for the security and protection of all contents, inventory, equipment and facilities within the Subleased Premises and for prevention of unauthorized access to aircraft, vehicles, facilities or contents thereof.

(q) Minimum Standards. Sublessee shall comply with the Minimum Standards, which are made a part of this Consent by this reference. Use of the **Subleased Premises** shall comply with the Minimum Standards. If this Consent and the Minimum Standards are in conflict in what they require of Sublessee, or in what they obligate Sublessee to do or not to do, the Minimum Standards shall control.

(r) Consent to Search/Inspection. Sublessee acknowledges that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched by appropriate authorities when attempting to enter or leave and while on the AOA. Sublessee further agrees that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Airport. Sublessee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport. For this reason, Sublessee agrees that persons not executing such consent-to-search/inspection form shall not be employed by Sublessee at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Sublessee.

(s) Title VI – Non-discrimination (terms required by the U.S. DOT/FAA).

- a. Subtenant acknowledges that the Landlord is obligated to take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participation in, or denied the benefits of, or otherwise be subjected to discrimination in or under any activity or program for which the Landlord receives federal financial assistance.
- b. As used below, the term "**contractor**" shall mean Subtenant, the term "**sponsor**" shall mean the Landlord, and the term "Sublease" shall mean the Sublease.

- c. During the performance of the Sublease, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “**contractor**”) agrees, as follows:
- i. Compliance with Regulations: The contractor (hereinafter includes consultants) shall comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
  - ii. Non-discrimination: The contractor, with regard to the work performed by it during the Sublease, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices when the lease covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
    1. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this lease and the Acts and the Regulations relative to Non-discrimination on the grounds race, creed, color, national origin, or sex.
    2. Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Acts, regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
    3. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this Lease Agreement, the sponsor will impose such lease sanctions as it or the FAA may determine to be appropriate, including, but not limited to:



- a. Withholding payments to the contractor under the Sublease until the contractor complies; and/or
  - b. Cancellation, termination, or suspension of the Sublease, in whole or in part.
- iii. Incorporation of Provisions: The contractor will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- d. Subtenant, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - i. In the event facilities are constructed, maintained, or otherwise operated on the property described in the Sublease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Subtenant shall maintain and operate such facilities and services in compliance with all other requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- e. Subtenant, for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, creed, color, national origin, or sex, will 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 ground of race, creed, color, national origin, or sex, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Subtenant will use the premises in compliance

with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- f. In the event of breach of any of the above Non-discrimination covenants, the City will have the right to terminate the Sublease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Sublease had never been made or issued.
- g. **Title VI List of Pertinent Nondiscriminatory Statutes and Authorities:** During the performance of the Sublease, the contractor, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. part 21.
  - ii. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
  - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - vi. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189)

as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- h. Subtenant agrees to forward a copy of any Title VI complaint it receives in connection with Subtenant's activities and operations at the Airport within three (3) days of Subtenant's receipt of same and identify the actions taken regarding any such complaint. Subtenant further agrees to cooperate with the Landlord in its investigation of any Title VI complaints, including making relevant documents and records available to the Landlord for inspection upon reasonable notice, and to provide reasonable assistance to the Landlord in connection with any compliance review conducted by the FAA. A copy of 49 C.F.R. part 21 is available at the Airport Administration Office for inspection during normal business hours upon request.
- i. To the extent that the contractor conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, the contractor shall:
- i. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and
  - ii. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume Subtenants.

(t) Counterpart Signatures. This Consent may be executed in counterparts, each of which is deemed an original, but which together shall constitute one and the same instrument. If this Consent is executed in counterparts, no signatory is bound until all of the parties named below have duly executed or caused to be duly executed a counterpart of this Consent. A signature on a copy of this Consent received by any party by facsimile or electronic mail is binding upon the other parties as an original. All parties agree that a photocopy of such facsimile or electronic copy may also be treated by the parties as a duplicate original.

(u) Entire Agreement. The agreements contained herein constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, inconsistent herewith.

(v) Amendments. No amendment, modification or change to the Sublease will be effective unless Landlord shall have given its prior written consent thereto. This Consent may be amended only in writing, signed by all parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

This Consent has been executed as of (but not necessarily on) the date and year first above written.

**TENANT:**

By: \_\_\_\_\_  
Adrian Vasquez, Chief,  
Colorado Springs Police Department

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

**SUBTENANT:**

By:  \_\_\_\_\_  
Matthew C. Packard, Chief  
Colorado State Patrol

Date: 3/9/2023 \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_  
Gregory S. Phillips, A.A.E.  
Director of Aviation

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

**Approved to form:**

By \_\_\_\_\_  
Michael K. Gendill  
Office of the City Attorney

**EXHIBIT A**  
SUBLEASE