

MASTER LANDLORD'S CONSENT TO SUBLEASE

GROUND LEASE TENANT & MASTER LEASE INFORMATION

Name of Tenant as "Tenant"			
Primary Contact			
Legal Notice Address:			
Telephone:		Ground Lease No:	
E-mail Address:		Master Lease Effective Date:	

SUBLEASE AGREEMENT (the "Sublease")

<u>Sublease Agreement Date:</u>	<u>Commencement Date:</u>	<u>Expiration Date:</u>
Describe Renewal Options (if applicable):		

Subtenant Name: as "Subtenant"		"State" of Registration (if applicable)		
DBA:				
"Entity Type"	<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Limited Liability Company (LLC)	<input type="checkbox"/>	Joint Venture
	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Individual
	<input type="checkbox"/>	Other: (Describe)		
Primary Contact:		Title:		
Address of Leased Premises				
Telephone:		E-mail:		
Website:				

SECONDARY COMPANY CONTACT INFORMATION

Name:		Title:	
Telephone:		E-mail	

EMERGENCY / AFTER HOURS CONTACT INFORMATION

Name:		Title:	
Telephone:		E-mail	

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BASED AIRCRAFT REGISTRATION (use an additional sheet if needed)

N #	Make	Model	Year

PERMITTED USE OF SUBLEASED PREMISES SUBJECT TO MASTER LEASE- (check all that apply)

<input type="checkbox"/>	Aircraft Sales & Rentals	<input type="checkbox"/>	Aircraft Maintenance & Repairs
<input type="checkbox"/>	Air Cargo Operations	<input type="checkbox"/>	Instruction/Training
<input type="checkbox"/>	Corporate Aircraft Storage & Flight Ops	<input type="checkbox"/>	Office & General Administration
<input type="checkbox"/>	Fractional Ownership/Charter Operations	<input type="checkbox"/>	Personal Aircraft Storage Only
<input type="checkbox"/>	Other (describe):	<input type="checkbox"/>	Other (describe)

AERONAUTICAL BUSINESS SERVICES AND AFFILIATIONS (choose from the list below)

Primary Business Type:	Secondary Business Type:
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ANCILIARY SERVICES SUBTENANT PROVIDES (choose all that apply)

<input type="checkbox"/>	Aircraft Air Conditioning	<input type="checkbox"/>	Aviation Support	<input type="checkbox"/>	Government Contracts
<input type="checkbox"/>	Aircraft Cleaning	<input type="checkbox"/>	Avionics Sales/Repair	<input type="checkbox"/>	Hangar Development
<input type="checkbox"/>	Aircraft Sales - Turbine	<input type="checkbox"/>	Charter - Cargo	<input type="checkbox"/>	Hangar Management
<input type="checkbox"/>	Aircraft Sales - Piston	<input type="checkbox"/>	Charter - Passenger	<input type="checkbox"/>	Hangar/Office Leasing
<input type="checkbox"/>	Airport Management	<input type="checkbox"/>	Concessions	<input type="checkbox"/>	Helicopter Maintenance
<input type="checkbox"/>	AMP Testing	<input type="checkbox"/>	Corporate Flight Dept.	<input type="checkbox"/>	Helicopter Repairs
<input type="checkbox"/>	Aviation Consulting	<input type="checkbox"/>	Fixed Base Operator	<input type="checkbox"/>	Instrument Sales/Repair
<input type="checkbox"/>	Aviation Insurance	<input type="checkbox"/>	Flight Instruction	<input type="checkbox"/>	Interior Design/Refurbishment
<input type="checkbox"/>	Aviation Maintenance/Heavy	<input type="checkbox"/>	Fractional Ownership	<input type="checkbox"/>	Museum
<input type="checkbox"/>	Aviation Maintenance/Light	<input type="checkbox"/>	Fuel Tank Inspect/Repair	<input type="checkbox"/>	Pilot Shop

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(Underlined terms are defined as first given above)

The BOARD OF COUNTY COMMISSIONERS, La Plata County, Colorado, and the CITY OF DURANGO, Colorado, joint owners and operators of the Durango-La Plata County Airport, (the "Master Landlord") is the sole Landlord under that certain Ground Lease/Lease Agreement dated as of the Master Lease Effective Date wherein by way of any assignment, amendment, modification, or other act, the above named Tenant is the Tenant of the Ground Lease/Lease Agreement described above. Together with any and all assignments, modifications, and amendments thereto, if any, the Ground Lease/Lease Agreement is hereinafter referred to as the "Master Lease," by the terms of which Tenant leased from Master Landlord certain property referred to as the "Premises," "Leased Premises," or "Premises" (or such similar term) in the Master Lease (referred to herein as the "Premises") located at the Durango-La Plata County Airport, said property being more particularly described in said Master Lease. Tenant is hereby seeking Master Landlord's consent to the sublease ("Consent to Sublease") by Tenant of all or a part of the Premises, which part is described in the Sublease, to the Subtenant so named above, pursuant to that Sublease Agreement described above (the "Sublease"), on the following terms and conditions:

Based on Tenant's representations, Master Landlord hereby consents to the Sublease on the following terms and conditions:

1. Tenant shall remain fully liable for the performance of each and every term, provision, covenant, duty, and obligation of the Tenant under the Master Lease including, without limitation, the duty to make any and all payments of rent. This Consent to Sublease shall in no way release Tenant from any of its covenants, agreements, liabilities, and duties under the Master Lease. Upon written demand by Master Landlord, Tenant and/or Subtenant shall deliver a true and correct copy of the Sublease as it may be amended or modified from time to time. This Consent to Sublease does not constitute approval by Master Landlord of the terms of the Sublease. Nothing herein contained shall be deemed a waiver or release of any of the Master Landlord's rights under the Master Lease.
2. No further subletting or assignment, conveyance, or other transfer of all or any portion of the Premises shall be made without the prior written consent of the Master Landlord.
3. Subtenant's use and occupancy of the Premises shall be subject to all of the terms and conditions of the Master Lease, Subtenant agrees to be bound by the terms and provisions of the Master Lease and in the event of any conflict between the terms of the Master Lease and the terms of the Sublease, the terms of the Master Lease shall control (and, without limiting the foregoing, the Premises shall never be used for any purpose other than as permitted by the Master Lease, and this Consent to Sublease does not constitute and is not consent to any use on or within the Premises which is not permitted by the Master Lease).
4. Subtenant shall be obligated to obtain Master Landlord's consent to any action as to which Tenant is obligated to obtain such consent under the Master Lease.
5. The Sublease shall automatically terminate upon termination of the Master Lease, notwithstanding any other provision of the Sublease to the contrary. Master Landlord has no obligation to communicate such termination to Subtenant.
6. Tenant shall be fully liable for any violation by Subtenant of any of the terms and conditions of the Master Lease.
7. Master Landlord shall have no obligation for the performance by Tenant of its obligations under the Sublease. Neither this Consent to Sublease, the exercise by Master Landlord of its rights hereunder, nor the Sublease or any other instrument shall give Subtenant any rights directly or indirectly against Master Landlord or create or impose any obligation, duty, responsibility, or liability of Master Landlord in favor of or for the benefit of Subtenant.

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8. In the event of the occurrence of an event of default under the Master Lease by Tenant while the Sublease is in effect, Master Landlord, in addition to any other rights or remedies provided in the Master Lease or by law, in equity, or otherwise, may at Master Landlord's option, collect directly from the Subtenant all rents becoming due under the Sublease and apply such rent against any sums due to Master Landlord. No direct collection by Master Landlord from Subtenant shall release Tenant from the payment or performance of Tenant's obligations under the Master Lease; provided that if Master Landlord collects any rents directly from Subtenant pursuant to this paragraph, Subtenant shall be released from its obligations to pay such rents to Tenant.

9. Tenant and Subtenant each hereby represent and warrant to Master Landlord that other than the Sublease, there are no agreements or understandings, whether written or oral between Tenant and Subtenant with respect to Subtenant's use and occupancy of the Premises or any property of Tenant located therein.

10. Tenant and Subtenant each hereby covenants and agrees with Master Landlord that Tenant and Subtenant shall defend, indemnify, and hold harmless Master Landlord, its elected officials, its officers, employees, representatives, and agents from and against any and all claims, liabilities, and obligations to any broker or agent in connection with the Sublease, including, without limitation, any reasonable attorneys' fees and costs incurred by Master Landlord in connection therewith.

11. If Subtenant is to operate as a commercial aeronautical service provider pursuant to the Sublease Agreement, Tenant hereby warrants and represents to Master Landlord that Tenant has delivered to Subtenant a complete copy of the *Minimum Standards For The Conduct of Commercial Aeronautical Activity* and the *Durango-La Plata County Airport Rules and Regulations*, and Subtenant hereby acknowledges and warrants and represents to Master Landlord that Subtenant has received the same and shall comply with the requirements set forth therein.

12. Tenant and Subtenant attest, warrant, and represent to Master Landlord that all information given herein is true and correct.

This Master Landlord's Consent to Sublease shall not be effective unless and until an original copy executed by all parties has been returned to Master Landlord, attention Director of Aviation, Durango-La Plata County Airport, 1000 Airport Road, Box 15, Durango, CO 81303.

MASTER LANDLORD'S CONSENT TO SUBLEASE

ACKNOWLEDGED AND AGREED TO this _____ day of _____, 20__.

Tenant:

By: _____
(signature)

(printed Name)

Date: _____

Subtenant:

By: _____
(signature)

(printed Name)

Date: _____

Master Landlord (Airport):

By: _____
(signature)

(printed Name)

Date: _____