

## ASSIGNMENT OF FUEL TANK AGREEMENT

THIS ASSIGNMENT AGREEMENT (“Agreement”) is entered into as of this 8th day of August, 2022 (“Effective Date”) by and between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003 (“Lessor”), and Sam C. Brown with an address 4425 Porta Fina Drive, Pueblo, Colorado 81001 (“Assignor”), and TravelAire Services, Inc., a Colorado corporation, with an address of 439 Skyway Street, Pueblo, Colorado 81001 (“Assignee”).

WHEREAS, Lessor entered into a certain Fuel Tank Agreement dated May 1, 2006 (“Lease”) with Assignor and Assignee; and

WHEREAS, Assignor now wishes to assign its interest in the Lease to Assignee, and for Assignor to be removed from the Lease; and

WHEREAS, Lessor consents to said assignment and Assignee’s assumption of the Lease in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth in this agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby transfers, sells, and assigns to Assignee, Assignor’s right, title, and interest in and to the amended Lease.
2. **Assumption.** Assignee accepts the assignment of the amended Lease and hereby assumes and agrees to observe, perform, and otherwise discharge when due all obligations of the amended Lease, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference. This shall include, but is not limited to, the making of all payments and the performance of all covenants and duties.
3. **Consent.** Lessor hereby consents to the foregoing assignment and assumption of the amended Lease in consideration for the terms of this Agreement, and Lessor agrees to afford Assignee the same rights under the amended Lease as previously enjoyed by Assignor. No further assignment of the Lease, or any part thereof, shall be made without the prior written consent of Lessor. Any assignment or transfer without Lessor’s prior written consent shall be void.
4. **Disclaim.** Assignor hereby disclaims any further interest in the Lease and Assignor’s name shall be removed from the Lease, such that Assignee will be the sole Lessee under the Lease.
5. **Fuel Tank.** Assignee acknowledges and agrees that the fuel tank under the Lease, formerly designated as Jet-A Tank No. 1, shall now be designated and referred to as 415 Bell Street Tank 40-3
6. **Indemnification.** Assignor and Assignee shall indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, representatives, agents, and

attorneys from any claims, causes of action, or liability of any nature relating in any way to this Agreement or the Lease.

7. **Effective Date.** This Agreement shall become effective on the Effective Date set forth above.

IN WITNESS WHEREOF, the parties have executed this assignment as of the Effective Date.

SAM C. BROWN

CITY OF PUEBLO,  
A MUNICIPAL CORPORATION

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

\_\_\_\_\_  
By: Nicholas A. Gradisar  
Title: Mayor

TRAVELAIRE SERVICES, INC.

ATTEST: \_\_\_\_\_  
City Clerk

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

TRAVELAIRE  
ASSIGNMENT OF FUEL TANK AGREEMENT  
AUGUST 8, 2022

Exhibit B  
Fuel Tanks

