

## LESSOR'S ESTOPPEL CERTIFICATE

**Lessor:** ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

**Lessor's Address:** 7565 S. Peoria Street, Unit D9  
Englewood, Colorado 80112

**Lessee:** SUNBORNE XVI, LTD

**Lessee's Address:** 8001 South Interport Blvd, Suite 300, Englewood CO 80112

**Lease:** FBO Lease and Agreement Between Lessor and Lessee dated August 10, 2006, as amended by:

- First Amendment to FBO Lease and Agreement, dated December 13, 2012 and effective January 1, 2013
- Second Amendment to FBO Lease and Agreement, dated March 12, 2015 and effective March 1, 2015
- Third Amendment to FBO Lease and Agreement, dated December 13, 2018, and effective November 1, 2018
- Fourth Amendment to FBO Lease and Agreement dated February 11, 2021 and effective February 1, 2021
- Fifth Amendment to FBO Lease and Agreement, dated June 17, 2021 and effective June 1, 2021

A full copy of the Lease is attached hereto as Exhibit 1.

**Leased Premises:** Current Legal Description for parcel(s):  
FBO 7 - 1<sup>st</sup> Amendment, Exhibit 1  
FBO 9 - 3<sup>rd</sup> Amendment, Exhibit A  
FBO 10 East and FBO 10 West - 4<sup>th</sup> Amendment, Exhibit A

**Leased Premises Total SF:** 626,185.8 Square Feet (SF)

**Subleased Premises:** A portion of the Leased Premises referred to as FBO 7 comprised of 164,776.8 +/- square feet. See Exhibit B.

**Leased Land Rent:** As illustrated in Exhibit 4 to the Fifth Amendment to FBO Lease and Agreement, dated June 17, 2021 effective June 1, 2021.

**Lease Term:** Commenced on August 10, 2006 and expires on August 9, 2046.

**Options to Extend:** Two (2) 15-year options from August 10, 2046 to August 9, 2061; and August 10, 2061 to August 9, 2076; and One (1) 20-year option from August 10, 2076 to August 9, 2096

Lessor represents and confirms to Aviate Colorado, LLC the following information related to the Lease:

1. The Lease is in full force and effect and has not been canceled, assigned, extended or modified except as stated herein.
2. To the best of our knowledge, no defaults exist under the Lease and that no other events currently exist which with the passage of time would constitute a default under the Lease by Lessee.
3. To the best of our knowledge, Lessee has not mortgaged the Leased Premises nor has the Lessor been notified in writing pursuant to Paragraph 16 by Lessee of any lender or mortgagee that any such mortgages exist.
4. There are no lease deposits and/or prepaid rents.
5. Lessor is the owner in fee of the real property on which the Leased Premises are located.
6. The Lease represents the entire agreement between Lessor and Lessee and there are no other agreements, oral or written, between the Lessor and Lessee except as stated herein.

**[Signature page to follow]**

DATED this \_\_\_\_ day of \_\_\_\_\_ 2021.

**Arapahoe County Public Airport Authority**

\_\_\_\_\_  
Nancy Sharpe, Chair

ATTEST:

\_\_\_\_\_  
Jeff Baker, Clerk

## **EXHIBIT 1**

### **To Lessor's Estoppel Certificate**

FBO Lease and Agreement Between Lessor and Lessee dated August 10, 2006, and as amended by the following:

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**EXHIBIT 2**

**To Lessor's Estoppel Certificate**

*{Subleased Premises – FBO 7 Legal Description and Drawing}*