

After recording, return to:

Bret Packard/Tyler Packard  
SunBorne  
8001 South InterPort Blvd., Suite 300  
Englewood, CO 80112-5908

### 2021 AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS 2021 AMENDED AND RESTATED MEMORANDUM OF LEASE (this "**Amendment**") is executed and delivered as of the \_\_\_\_ day of February 2021, by and between ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY, having an address at 7800 South Peoria Street, Englewood, Colorado 80112 ("**Landlord**"), and SUNBORNE XVI, LTD., a Colorado limited partnership, having an address at 8001 South InterPort Boulevard, Suite 300, Englewood, Colorado 80112-5951 ("**Tenant**").

#### RECITALS:

A. Landlord and Tenant entered into a F.B.O. Lease and Agreement dated as of August 10, 2006, as amended by that certain First Amendment to F.B.O. Lease and Agreement entered into December 13, 2012 and effectively dated January 1, 2013, that certain Second Amendment to F.B.O. Lease and Agreement entered into March 12, 2015 and effectively dated March 1, 2015, that certain Third Amendment to F.B.O. Lease and Agreement entered into December 13, 2018 and effectively dated November 1, 2018 (collectively, the "**Original FBO Lease**").

B. Landlord and Tenant are parties to that certain Fourth Amendment to F.B.O. Lease and Agreement (the "**Fourth Amendment**") entered into February 11, 2021 and effectively dated February 1, 2021 ("**Amendment Effective Date**") (the Original FBO Lease, as amended by the Fourth Amendment, are hereinafter referred to collectively as the "**FBO Lease**").

C. As evidence of the Original FBO Lease, Landlord and Tenant executed that certain Memorandum of Lease dated as of August 10, 2006, and recorded in the real property records of Arapahoe County, Colorado (the "**Records**") on September 1, 2006 at Reception No. B6126482, as amended by that certain Amended and Restated Memorandum of Lease dated as of December 13, 2012 and recorded in the Records on December 20, 2012 at Reception No. D2146687 (collectively, the "**Original Memorandum**").

D. Pursuant to the Fourth Amendment, Tenant increased the portion of its leased premises under the FBO Lease by reallocating a portion of its leased premises under that certain Ground Lease and Agreement dated March 1, 2007 by and between Landlord and Tenant, as amended, described as Lot 10 and Parcel 3 (the "**Reallocated Portion**"), and adding such Reallocated Portion to its leased premises under the FBO Lease, to be known as FBO Lot 10 West and FBO Lot 10 East (the "**Reallocation**"). As a result of the Reallocation, the leased premises under the FBO Lease will be increased in size by 362,894 square feet.

E. Landlord and Tenant desire to amend and restate the Original Memorandum in its entirety for the purpose of correcting the same.

NOW, THEREFORE, Landlord and Tenant, intending to be legally bound, in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged.

Landlord and Tenant hereby agree as follows:

1. This Amended and Restated Memorandum of Lease is executed and delivered and amends, restates and supersedes the Original Memorandum, which Original Memorandum shall no longer be of force and effect as of the date of recordation hereof.

2. The name and address of Landlord and Tenant are as set forth above.

3. The FBO Lease is dated as set forth above.

4. The Original FBO Lease has been further amended by, *inter alia*, that certain Fourth Amendment, and based on the Fourth Amendment, **Exhibit 1** attached hereto sets forth the legal description of the entire Premises demised under the FBO Lease as of the Amendment Effective Date.

5. The term of the FBO Lease commenced on August 10, 2006 (the "**Commencement Date**") and expires forty (40) years after the Commencement Date, i.e., August 9, 2046. At the option of the Tenant, the term may be extended twice for an additional fifteen (15) years each time until the 9<sup>th</sup> day of August, 2076, and at the option of the Tenant, the term may again be extended until the 9<sup>th</sup> day of August, 2096.

6. Landlord has granted to Tenant a leasehold estate under the FBO Lease for the term hereinabove set forth.

7. All of the terms, conditions, provisions and covenants of the FBO Lease are incorporated in this Amended and Restated Memorandum of Lease by reference as though written herein; provided, however, that in the event of a conflict between this Amended and Restated Memorandum of Lease and the FBO Lease, the terms and conditions of the FBO Lease shall govern.

[SIGNATURE PAGES TO FOLLOW]



EXHIBIT 1

EXHIBIT 1 (CONTINUED)

PRELIMINARY WEB DOCUMENT

EXHIBIT 1 (CONTINUED)

PRELIMINARY WEB DOCUMENT

EXHIBIT 1 (CONTINUED)

PRELIMINARY WEB DOCUMENT