

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**").

#### R E C I T A L S:

A. Landlord and Tenant entered into a Ground Lease and Agreement dated March 1, 2007, as amended by that certain First Amendment to Ground Lease and Agreement entered into May 8, 2008 and effectively dated June 1, 2008, that certain Second Amendment to Ground Lease and Agreement entered into May 13, 2010 and effectively dated May 1, 2010, that certain Third Amendment to Ground Lease and Agreement entered into July 31, 2012 and effectively dated August 10, 2012, and that certain Fourth Amendment to Ground Lease and Agreement entered into December 13, 2018 and effectively dated November 1, 2018 (collectively, the "**Original Ground Lease**").

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

C. As evidence of the Original Ground Lease, Landlord and Tenant executed that certain Memorandum of Ground Lease dated as of March 1, 2007 and recorded in the real property records of Arapahoe County, Colorado (the "**Records**") on March 5, 2008 at Reception No. B8026247, that certain Amended Memorandum of Ground Lease dated as of May 8, 2008 and recorded in the Records on June 17, 2008 at Reception No. B8069208, that certain Memorandum of Ground Lease dated June 17, 2010 and recorded in the Records on July 28, 2010 at Reception No. D0072704, and that certain unrecorded Memorandum of Ground Lease dated as of August 10, 2012 (collectively, the "**Original Memorandum**").

D. Pursuant to the Fifth Amendment, Tenant removed portions of its leased premises under the Ground Lease described as Lot 10 and Parcel 3 and reallocating the same to the leased premises under that certain F.B.O. Lease and Agreement dated August 10, 2006 by and between Landlord and Tenant, as amended, 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 Ground Lease will be decreased 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 Ground Lease is dated as set forth above.
4. The Original Ground Lease has been further amended by, *inter alia*, that certain Fifth Amendment, and based on the Fifth Amendment, **Exhibit 1** attached hereto sets forth the legal description of the entire Premises demised under the Ground Lease as of the Amendment Effective Date.
5. The term of the Ground Lease commenced on March 1, 2007 (the "**Commencement Date**") and expires fifty-five (55) years after the Commencement Date, i.e., February 28, 2062. At the option of the Tenant, the term may be extended once for an additional fifteen (15) years until the 28<sup>th</sup> day of February, 2077, and at the option of the Tenant, the term may again be extended for an additional twenty (20) years until the 28<sup>th</sup> day of February, 2097.
6. Landlord has granted to Tenant a leasehold estate under the Ground Lease for the term hereinabove set forth.
7. All of the terms, conditions, provisions and covenants of the Ground 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 Ground Lease, the terms and conditions of the Ground 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