

**REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND
RECORD OF ACTION**

June 18, 2026

FROM: Stacey Davenport, Director – Human Resources & Administration

SUBJECT: Approve Minutes of May 14, 2026

RECOMMENDATION: Motion to approve the minutes of May 14, 2026, and authorize the Chair to sign.

BACKGROUND: See attached copy of the minutes for your review.

FINANCIAL DATA: N/A

REVIEW BY OTHERS: S. Davenport, L. Skafien

PRESENTERS: Stacey Davenport

Action of the Board of Commissioners

	1 st	2 nd	YES	NO	ABS
Bagnato	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Beatty	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Campbell	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

May 14, 2026

The Board of Commissioners of the Arapahoe County Public Airport Authority, Arapahoe County, Colorado, held a regular meeting open to the public at Centennial Airport Administration Complex, 7565 South Peoria St., Englewood, Colorado, located within the County, on April 9, 2026, at 3:00 pm

The following members were present:

Commissioner Bagnato, Chair
Commissioner Campbell, Chair Pro-Tem
Commissioner Beatty, Assistant Clerk
Commissioner Huffman, Ex-Officio
Commissioner Sieber, Ex-Officio

The following members were absent, but excused:

Commissioner Laydon, Ex-Officio
Commissioner Summey, Treasurer
Commissioner Baker, Clerk

Each Commissioner was notified of the date, time, and place of the meeting and the purpose to which it was called. At least three (3) days prior to the date of the meeting, Public Meeting notices were posted, and an agenda was posted on the Authority's website and in the window of the door at the Administration building. Please note that this public meeting was held through video and web conferencing software options for the Board members, staff, and public.

Call to Order & Pledge of Allegiance

Chair Bagnato called the meeting to order at 3:00 p.m. and recited the Pledge of Allegiance.

Next Meetings

- June 3rd, 2026 @ 6:30 p.m. – Noise Roundtable Meeting – Wright Brothers' Room, Hybrid/Virtual
- June 18th, 2026 @ 3:00 p.m. – Regular Board Meeting – Wright Brothers' Room, Hybrid/Virtual

Amendments to the Agenda

An Executive Session will be held at the end of the meeting.

CONSENT AGENDA

- 1. Approve Minutes of April 9, 2026** **Stacey Davenport**
Recommendation: Motion to approve the minutes of March 12, 2026 and authorize the Chair to sign
- 2. March 2026 Financial Reports** **Andrew Gillespie**
Recommendation: Advisory
- 3. Re-application from Steiner Aviation to conduct Aircraft Maintenance Management** **Luke Skaflen**
Recommendation: Motion to approve Steiner Aviation's re-application and authorize the Chairman and Clerk to sign the associated 10-year Agreement Under Standards (AUS)
- 4. The Consent to Assignment of Sublease, the Assignment and Assumption of Subordination Non-Disturbance and Attornment Agreement, and Estoppel Certificate between Hangar RE Holdings, LLC to CommonSpirit Health (item removed)** **Luke Skaflen**
- 5. Consent to Assignment and Assumption of Parcel 63-15 from JVB Willowbrook, LLC to Empty Rain Aviation, LLC** **Luke Skaflen**
Recommendation: Motion to approve two documents: 1. Consent and Release for Parcel 63-15 and authorize Chair and clerk to sign. 2. Estoppel Certificate and authorize the chair to sign
- 6. Ratification of Chair signature on Estoppel and Approval of Memorandum of Lease for Red Hangar 8, LLC** **Luke Skaflen**
Recommendation: Motion to ratify Chair's Signature on Estoppel and Board Approval of Memorandum of Lease and Authorize Chair and Clerk to sign.
- 7. Approval of Consent Agenda** **Thad Bagnato**

Motion to approve the consent agenda as amended was made by Commissioner Campbell, seconded by Commissioner Beatty. Motion passed unanimously.

BUSINESS AGENDA

8. Items Moved from Consent Agenda for Discussion

Thad Bagnato

Item #4 Removed

9. Legislative Report and Airport Update

Mike Fronapfel

Recommendation: Advisory

Mr. Fronapfel reported that he attended the NWAAAE Airports Conference in Bellevue, Washington in April, where he met with Aleta Best, FAA Northwest Mountain Region Administrator. Ms. Best confirmed that FAA staff will once again be participating in the Study Group. Mr. Fronapfel expressed enthusiasm for the FAA's return and noted that they will be briefed on the status and effectiveness of current mitigations and provided with an update on the flight school dashboard. He advised that the Study Group's 61st meeting is scheduled for the following day, and that discussion will include whether to expand the group's scope to encompass flight activity in the three towers and Elizabeth training boxes.

Mr. Fronapfel also reported attending the American Association of Airport Executives (AAAE) Annual Conference in Los Angeles, where a group of General Aviation (GA) Airport Directors convened to discuss forming a sub-committee within AAAE dedicated to the unique issues and challenges facing large GA airports, distinct from those of commercial and small GA airports.

Regarding legislative matters, Mr. Fronapfel noted that staff continues to monitor progress in the House and Senate on combining the ALERT and ROTOR Act language. He advised that proposed language may limit the availability and use of ADS-B data, potentially prohibiting its use for revenue collection such as landing fees, while preserving its use for noise monitoring and the flight school dashboard. Given that the bill is focused on safety and has the endorsement of FAA and NTSB leadership, broad bipartisan support is anticipated.

On facilities and construction, Mr. Fronapfel reported that tower elevator replacement work is ongoing and expected to be completed by late summer. Tower cab updates are nearly complete, with nighttime closures planned from June 1–19, Monday through Friday, between 10:00 p.m. and 7:00 a.m. A certificate of occupancy for the new maintenance storage building is expected within the coming weeks. Construction is underway on the new Signature Flight Support hangar, with completion anticipated in early 2027. The Colorado Karting Circuit (CKC) is nearing receipt of its construction permit and expects to complete garages and its main building by year's end.

Mr. Fronapfel reported that 7,908 gallons of UL94 fuel were sold in April, noting that the cost differential between 100LL and UL94 was only \$0.64 per gallon.

He noted that airport staff and Commissioner Campbell participated in the Space Race 5K at the Wings Over the Rockies Air and Space Museum at Lowry. He also reminded the Board of the upcoming Hotdogs & Airplanes Runway 5K on June 6th, which is sold out but still has volunteer opportunities available.

Mr. Fronapfel reported that the Four Points by Sheraton hosted several large group meetings during the week, resulting in the hotel being fully booked.

Finally, Mr. Fronapfel reminded the Board that the June Airport Board meeting has been rescheduled from June 11th to June 18th.

10. Visioning Phase for the Community Space and Aviation Observation Area – Task 1 update

Jeremy Gunn

Recommendation: Advisory

Mr. Gunn opened the meeting, introduced Wenk Associates' representatives, and the first representative briefly described the firm and its objectives for the airport project. Jeremy followed with an overview of the process, airport history, potential next steps, and survey feedback. The team then outlined the project vision, mission, conceptual design phase, upcoming steps, and key deliverables.

Commissioner Huffman inquired about the land use; Jeremy replied yes, since it is the only land available for this. Commissioner Cambell asked if "freedom and movement of flight" should be interpreted literally, a Wenk representative suggested it could be a blend, aiming for an experience of flying. Commissioner Cambell also questioned how close they were to a defined vision and whether the space would be open or closed; Jeremy replied that the intention is to keep it as open as possible.

Chair Bagnato asked if visitors could hear ATC communications; Jeremy confirmed they could. Commissioner Campbell pointed out that the outdoor space limits digital options but aligns with the vision and mission. Commissioner Beatty emphasized the importance of understanding every aspect of aviation to the public, so we don't get lost and the area is not only focus on pilots or airplanes, but more

extensive issues that are also related to aviation. Chair Bagnato referenced Blue Sky's interactive exhibits, and Jeremy said outreach would occur. Commissioner Sieber inquired about visitor interaction, and a representative assured the space is accessible and adaptable for all. Mr. Fronapfel noted it would be especially unique for children, providing examples with his own family.

Chair Bagnato and Jeremy both agreed that the experience itself would encourage guests to return. Commissioner Beatty suggested that allowing visitors to observe airport operations could further promote repeat visits. Commissioner Jessica brought up safety concerns related to weather and proposed emphasizing content such as aircraft components and the construction of planes and looking out for ways to make this space different from other museums. Drawing from his experience on a museum board, Commissioner Sieber questioned how the team intended to inspire repeat attendance, noting that adding new exhibits was often expensive and ineffective. In response, Chair Bagnato clarified that this was not a traditional museum but an engaging, interactive event, and emphasized that aviation always remains relevant. Then the Board thanked Mr. Gunn and the rest of the team for putting this up.

REPORTS

11. Fuel and Operations Report for April 2026

Aliyah Then

- Monthly Operations, April: Down 6.2% from 2025 at 23,814.
- 2026 YTD Operations: Up 0.3% from 2025 at 99,037.
- Monthly 94UL, April: Down 25.3% from 2025 at 7,908.
- 2026 YTD 94UL: Up 0.03% from 2025 at 39,744.
- Monthly 100LL, April: Up 1.3% from 2025 at 44,862.
- 2026 YTD 100LL: Up 5.8% from 2025 at 182,653.
- Monthly AvGas Total, April: Down 3.9% from 2025 at 52,770.
- 2026 YTD AvGas Total: Up 4.7% from 2025 at 222,407.
- Monthly Jet A, April: Up 13.6% from 2025 at 1,129,305.
- 2026 YTD Jet A: Up 5.8% from 2025 at 4,605,419.
- Monthly Fuel Totals, April: Up 12.7% from 2025 at 1,182,075.
- 2026 YTD Fuel Totals: Up 5.8% from 2025 at 4,827,826.
- Monthly Market Share for fuel sales, April: JCoC: 39.8%; Modern: 22.2%; Signature North: 19.5%; Signature South: 18.4%; Heliplax: 0.1%

Commissioner Huffman asked about fuel prices clarification, and Mr. Fronapfel replied.

12. Mead & Hunt Part 150 Project Update

Kate Andrus

An update on the progress of Part 150 Noise & Land Use Compatibility Study was presented by Mead & Hunt representative, Mrs. Andrus. She provided the purpose of the Study as a recap.

Then she showed the status of the project, and they are working now on the alternatives to recommend for implementation and then the prioritization of those recommendations.

Mrs. Andrus provided an update on the Future Noise Exposure map accepted by the FAA and explained the usage of the map. Mrs. Andrus also showed an update of the airport influence area. She also showed a draft for the administrative measures that will be taken.

Commissioner Huffman asked about the details related to departures, and Mrs. Andrus explained it was modeled and showed the public. Mr. Fronapfel also commented on this, comparing the previous Part 150 and the current one. Mrs. Andrus continued to explain the measures to be applied and the maps with the differences.

Commissioner Beatty asked about communication between the study group and the City of Centennial and Mrs. Andrus replied. She then moved on with the next measure related to electric aircraft. Mr. Fronapfel also commented on this.

Finally, she commented on the public involvement, providing a summary table, illustrating meetings with the community and the county as well and the next steps as: committee and stakeholder inputs, and the remaining drafts and documents

13. Noise Report April 2026 and Quarter 1 2026 Flight School Dashboard Report

Zach Gabehart

Recommendation: Advisory

- For April 2026, there were 755 complaints from 53 households.
- The 2026 Year-to-Date complaints are 2,292 from 103 households.
- In April 2026, Douglas County Unincorporated led the complaints with 37%, then Arapahoe County Unincorporated with 20%, followed by Centennial with 19%, Elbert County Unincorporated with 10%, Greenwood Village % and lastly Lone Tree with 6%
- Of the 755 complaints received in April 2026 total of 78 were responded, 72 by email and 6 by phone.
- Of the 755 complaints 675 came from daytime operations while 80 came from nighttime operations.
- For April 2026, there were 23,814 operations.
- For the Year 2026 there were 99,037 operations.
- The number one household resides in Centennial with 358 complaints, which make up 16% of the complaints for the year 2026. The top five households make up 60% of the total complaints year-to-date.
- For April 2026: Propeller aircraft led complaints by aircraft type with 91%, 8% for Jets, and 3% for helicopter flights. Training led to complaints by operation type at 69% followed by Departures at 22% and arrivals at 9%.

Commissioner Huffman inquired about complaint locations, while Commissioner Sieber asked about the monitors; Mr. Gabehart responded to both. Commissioner Campbell also commented on the complaint's location and noted some distinctions. Also, Commissioner Beatty made a comment referring to the past months and the trends and asked if it's possible to determine the origin of the complaints and Mr. Gabehart replied that it may be related to weather conditions and could affect complaint numbers.

Mr. Gabehart gave an update on the Quarter 1 2026 Flight School Dashboard, highlighting its launch after years of planning. He reported that the Q4 2025 test period was completed, with a live rollout set for January 1, 2026. Participants could earn up to 100 points plus 10 bonus points, with performance distinctions between small and large operators. Evaluated metrics included reducing extended downwind in south flow, minimizing overflights of noise-sensitive areas, curfew compliance, use of night preferential runways, and limiting touch-and-goes. Additional assessments covered instructor training, meeting attendance, acquiring UL94 STCs, propeller upgrades, simulator training, and participation in airport charitable events.

Mr. Gabehart presented the overall dashboard, noting that some sections were excluded at the request of flight schools. He explained that the dashboard helps identify areas for improvement, enabling airports and flight schools to collaborate more effectively. Mr. Fronapfel mentioned that Centennial Airport is the first GA airport to have something like this dashboard.

14. Centennial Airport Community Noise Roundtable (CACNR) Update

Pam Thompson

During the meeting, Mrs. Thompson covered several key topics. Public comments were shared by a concerned citizen, representatives from the Chatfield Reservoir – Solstice Community, Louviers, Elbert County regarding the 3 Towers Training Box, and via email from Highland Ranch. The Part 150 Study was reviewed, followed by the March 2026 Noise Report, which included operations and training data, as well as data collection from Centennial and the 3 Towers. The CACNR Study Group Committee presented the 2026 1st Quarter Report, highlighting touch-and-go operations entering the study area, mitigation dates, and comparisons of entering versus not entering the study area. The committee also reviewed the dashboard, including Q1 2026 Flight School Fly Quiet Program scores from January 26 to March 26. CACNR Executive Reports were discussed, along with traffic to and from the 3 Towers Training Box.

Mr. Fronapfel remarked on the Centennial area, noting that there are concerns about reducing noise there; as a result, it is important to monitor the situation closely.

Mrs. Thompson proceeded with her presentation by displaying maps and data related to noise patterns and their shifts, as well as graphics illustrating aircraft movements in relation to the study area.

She also commented on the executive report and the dashboard. Chair Bagnato commented on the report, and how the noise has decreased.

Public Comment

Public Comment started at XXX

A Louviers resident spoke first, addressing the rise in complaints. He noted that he tracked planes flying over the area, their origins, and detailed how many complaints he submitted to Centennial Airport and other airports. Also explained the process taken to write this information down. He also mentioned some similar fly patterns.

The second resident to speak in person was a pilot. He discussed the Part 150 Study, providing detailed insights into the study's requirements, particularly those related to security. He also mentioned an upcoming Bill that is expected to pass, highlighting its potential impact on the study and airport operations.

Comments from Board and Staff

Thad Bagnato

Adjournment

Thad Bagnato

Meeting was adjourned at XXX

Execution of Documents

Stacey Davenport

Approved

Thad Bagnato, Chair

**REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND
RECORD OF ACTION**

June 18, 2026

FROM: Lauren Wiarda, Director of Planning and Development

SUBJECT: South Peoria Street Sidewalk Extension- Intergovernmental Agreement for Public Improvements and Public Improvements Easement and Agreement.

RECOMMENDATION: Motion to approve the Intergovernmental Agreement for Public Improvements and Public Improvements Easement and Agreement for the Peoria Street Sidewalk Extension and authorize the Chair to sign.

BACKGROUND: There is a 450 feet gap in the sidewalk on Airport property along South Peoria Street between Alpha Road and the Air Methods entrance which the Airport plans to connect. See attached aerial.

The Intergovernmental Agreement for Public Improvements between ACPAA and Arapahoe County is ensuring ACPAA completes the improvement of all sidewalk, curb and gutter and related drainage improvements associated with the South Peoria Street Sidewalk Expansion.

The Public Improvements Easement and Agreement allows the City of Centennial to construct, install, access, operate, use, maintain, repair, reconstruct, replace, inspect and remove public sidewalks and related pedestrian and bicycle facilities designed to accommodate multi-modal pedestrian access and travel.

See attached Agreements.

FINANCIAL DATA: This project is included in the 2026 capital budget.

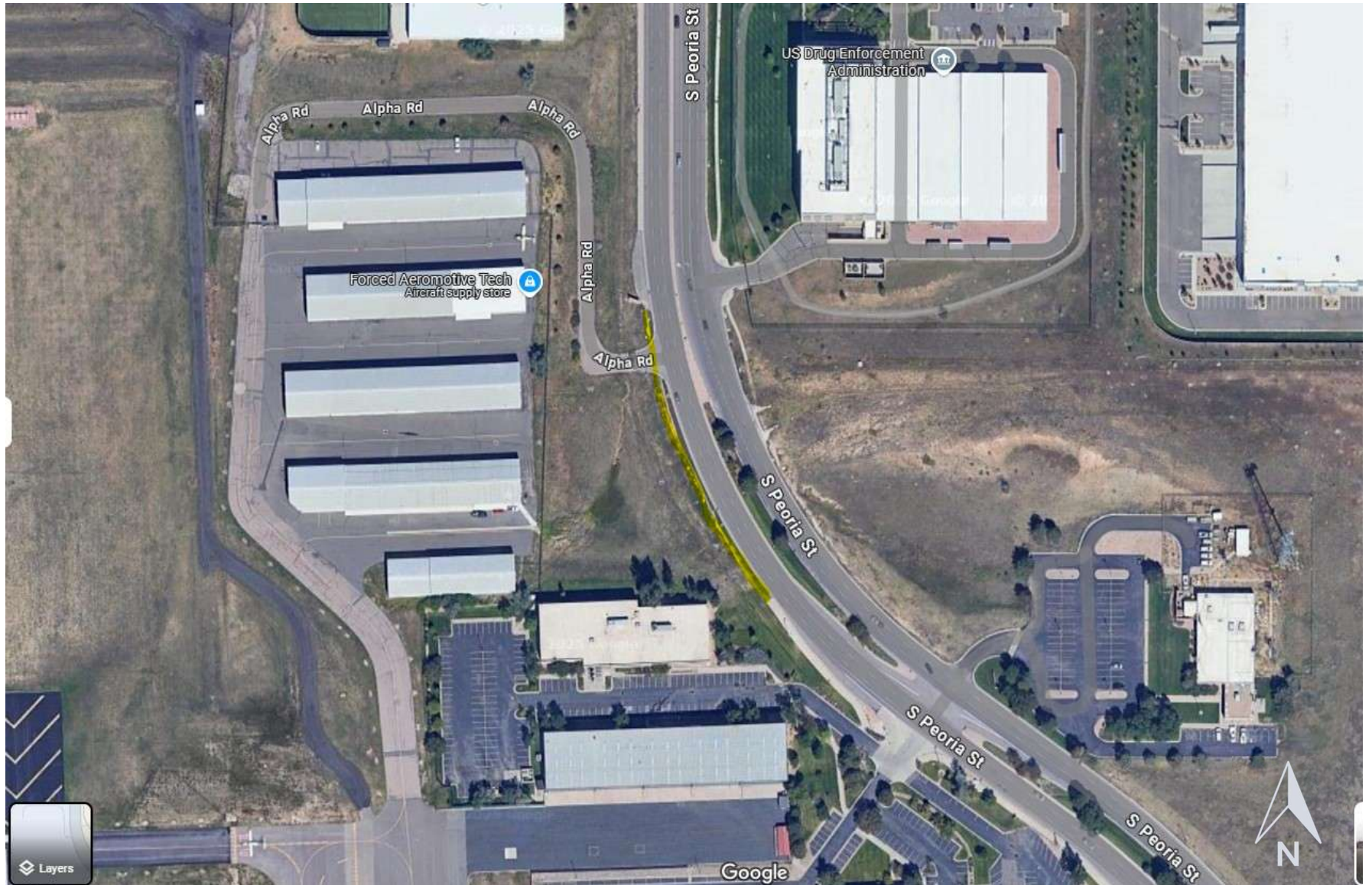
REVIEW BY OTHERS: L. Zarlengo

PRESENTERS: Lauren Wiarda

Action of the Board of Commissioners

	1 st	2 nd	YES	NO	ABS
Bagnato	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Beatty	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Campbell	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

South Peoria Street Sidewalk Extension



**INTERGOVERNMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS
(SOUTH PEORIA STREET SIDEWALK EXPANSION CENTENNIAL AIRPORT)**

THIS INTERGOVERNMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS (“IGA”), dated as of this 18th day of June, 2026, is by and between Arapahoe County Public Airport Authority (“Authority”), with a principal place of business at 7565 S. Peoria St., Unit D9, Englewood, CO 80112 and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body politic of the state of Colorado (“County”), with a principal place of business at 5334 S. Prince Street, Littleton, Colorado 80120.

WITNESSETH:

WHEREAS, Authority intends to construct certain sidewalk improvements along County right-of-way – specifically along South Peoria Street, south of the intersection with Alpha Road, as more fully set out on Exhibit A;

WHEREAS, Authority has submitted to the County for approval a Grading Erosion and Sedimentation Control (“GESC”) plan, final construction plans, and the drainage letter of conformance for issuance of a GESC permit, and public construction improvement permit (hereinafter sometimes referred to as “Plans”);

WHEREAS, the proposed project will create impacts and demands on public infrastructure for drainage, onsite access and/or county road access that will require the construction of certain public improvements to mitigate such impacts to such public infrastructure;

WHEREAS, County has fully considered said Plans, the proposed improvement of the land therein and the requirements to be imposed upon other adjoining or neighboring properties by reason of the proposed development and improvement of the land included in the Plans;

WHEREAS, the County is willing to approve, execute, and accept for recordation said Plans upon the agreement of Authority to the matters hereinafter described, and subject to all the requirements, terms and conditions of any applicable Arapahoe County Regulations, including the Arapahoe County Stormwater Management Manual and the Arapahoe County Infrastructure Design and Construction Standards, now in effect and other laws, rules, and regulations;

WHEREAS, County and Authority mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Arapahoe County

in connection with its approval and execution of the Plans, and that such matters are necessary to protect, promote, and enhance the public welfare;

WHEREAS, Authority has appropriated and reserved funds in the amount of \$153,591.70 which is necessary to construct the improvements described on Exhibit A attached hereto and made part hereof by this reference, and has authorized the construction of the Exhibit A improvements in accordance with the terms of this IGA;

WHEREAS, County has agreed that the restrictions on conveyance and permits in this Agreement may be released for so long as Authority continues to make such funds available;

WHEREAS, pursuant to the provisions of Section 30-11-107, C.R.S., as amended, the County has authority to enter into contracts relating to the concerns of the County;

WHEREAS, pursuant to the provisions of Section 32-1-1001, C.R.S., as amended, the Authority has authority to enter into contracts and agreements affecting the affairs of the special Authority;

WHEREAS, pursuant to Part 2 of Article 1 of Title 29, C.R.S., as amended, the Authority and the County have the authority to enter into intergovernmental agreements; and

WHEREAS, the Board of Directors of the Authority, by resolution, has determined that the Authority shall cause the construction and completion of the public improvements as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Authority and the County agree as follows:

IMPROVEMENTS TO BE COMPLETED

1. The Recitals to this IGA are incorporated herein and made material terms of this Agreement hereby.
2. The Authority shall construct or cause to be constructed and improve or cause to be improved all sidewalk, curb and gutter and related drainage improvements within the Plan as itemized on the public improvement cost estimate dated April 17, 2026, a copy of which is attached hereto as Exhibit A and made a part hereof, according to the applicable standards, rules, and regulations of County, and according to the approved plans and profiles submitted by the Authority. The Authority shall cause the Exhibit A improvements to be installed in accordance with its approved service plan and the estimated constructed completion date for said improvements is 2 years from date of Plan approval.

OWNERSHIP OF IMPROVEMENTS

3. Subject to the provisions of the applicable Arapahoe County Regulations relating to County's acceptance of improvements for maintenance purposes, upon completion of construction of the improvements located in County right-of-way and permanent roadway easement, all such improvements shall become the sole property of Arapahoe County, free and clear of all liens, encumbrances, and restrictions. The Authority shall furnish to County lien waivers and/or satisfactory proof that all claims and payments to be made in connection with construction of said improvements have been satisfied. All other improvements referenced in this IGA shall be owned and maintained by Authority and their successors and assigns.

RESTRICTION ON CONVEYANCE, BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

4. (a) In order to secure the performance of the work to be done, as set forth in Exhibit A, and so long as said improvements or any parts thereof remain unfinished, the Authority agrees that it shall make no convey, sell, or transfer title of any lot, lots, tract or tracts of land, of Authority owned property adjacent to the affected property until completion and conditional acceptance of such improvements. The Authority also understands and agrees that no building permit or certificate of occupancy will be issued by the Arapahoe County Building Division for any lot, lots, tract or tracts within the affected until Arapahoe County Public Works and Development, Engineering Services Division has approved, released or accepted on probation, the public improvements set forth in Exhibit A. Collectively, these restrictions shall be referred to as the Development Restrictions.

(b) The County will waive the application and enforcement of the Development Restrictions so long as: (i) the Authority appropriates and reserves funds in the amount of one hundred fifty-three thousand five hundred ninety-one and 70 cents ; and (ii) the Authority maintains the appropriation and reservation of these funds to secure the cost of construction of the public improvements allocated to Authority in Exhibit A, attached hereto.

LEGAL ENCUMBRANCE

5. The Development Restrictions as set forth above constitute both a formal restriction and a legal encumbrance on the land and the same shall run with such land and shall extend to and be binding upon the successors, legal representatives, and assigns of the Authority.

CERTIFICATION OF FUNDING

6. The Authority shall make available all aforementioned Authority funds for the purpose of completing the above-referenced public improvements and shall certify to the County the amount of Authority funds available for the public improvements and that such proceeds will be used for those improvements contained on Exhibit A and no other.

BREACH - RESPONSIBILITY

7. The Authority agrees that to the extent permitted by law and without waiving limitations contained in the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., the County and its elected and appointed officials, officers, employees, and agents will be held harmless from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the Authority's performance and work pursuant to this IGA. Additionally, the County shall have no obligation to undertake the completion of any public improvements which are the subject of this IGA. The restrictions on conveyance and building permits herein shall remain in effect during the existence of any material, uncured default under this IGA. Provided this IGA has not expired, the Authority shall have the right to provide substitute collateral to obtain the release of such restrictions. The obligations of this section shall survive the completion of the IGA and shall survive the termination of this IGA.

STANDARDS FOR ACCEPTANCE

8. County shall accept the public improvements in County right-of-way and permanent roadway easement constructed under this IGA for full maintenance under the following terms and conditions:

A. As soon as all the public improvements required by this IGA are built in accordance with the terms of this Agreement, the Authority shall send a letter to the Director, Public Works and Development, Engineering Services Division requesting probationary acceptance in accordance with Chapter 9 of the Infrastructure Design and Construction

Standards. When improvements are determined to be constructed in accordance with County approved construction plans, the County will send a letter to the Authority granting probationary acceptance of public improvements. The probation period will be stated in this letter and will normally terminate one year from the date of probationary acceptance.

B. Public improvements constructed pursuant to this IGA are eligible for final acceptance in accordance with Chapter 9 of the Infrastructure Design and Construction Standards. Requests for final acceptance may be received by Arapahoe County no sooner than nine (9) months following the probationary acceptance date. After inspection, the County will identify and provide written list of deficiencies based on a physical inspection of the public improvements. The Authority shall correct all of said deficiencies to the County's satisfaction within six (6) months of the date said deficiency list was issued. When all said deficiencies have been corrected, the County will grant final acceptance within the time period provided in the Infrastructure Design and Construction Standards. Such action by the County shall constitute the County's acceptance of full maintenance responsibilities for specified improvements.

PRESERVATION OF OTHER REMEDIES

10. The rights and remedies of the County provided in this IGA shall not be exclusive and are in addition to any other rights or remedies provided by law. Authority, in developing the property contained within the Plan, and the other improvements herein described, shall fully comply with all applicable rules, regulations, standards, and laws of the County and other governmental agencies and bodies having jurisdiction.

STIPULATIONS

11. This IGA, in addition to the consideration of the premises, the mutual covenants herein contained, and the approval and execution of the Plan by Arapahoe County shall be and is subject to the following stipulation(s) and Authority agrees to the following: *The attached cost estimate (Exhibit A) has been prepared using the best available data known at this time. It is provided for the purpose of establishing a collateral amount only. It is not a guarantee of project quantities or costs and should not be construed as such.*

SECTION HEADINGS

12. The section headings are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provisions of this IGA.

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

13. Notwithstanding any other term or provision hereof, County shall not declare Authority to be in default hereunder unless County has first given Authority, as applicable, notice of the alleged default or failure of performance and a reasonable period of time in which to cure such default or failure of performance.

ASSIGNMENT CLAUSE

14. Upon written notification to Authority by County, County may assign this IGA in whole or in part, to any person or third party (“Assignee”), including the right to make improvements to the Authority’s unsatisfactory work to the Assignee along with any collateral or retained collateral that may have been collected by the County. County’s notification to Authority shall state the date of the assignment, the name of the Assignee, the percentage and or limits of the project being assigned, and if applicable work not completed to the County’s satisfaction and the amount of collateral being retained by the County if applicable. Upon assignment, County shall be relieved of any liability or obligation under this IGA.

NO THIRD-PARTY BENEFICIARIES

15. Nothing in this IGA shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this IGA.

SEVERABILITY

16. If any portion of this IGA is found by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the parties hereto that the remaining provisions of this IGA shall be full force and effect.

EXTENT OF AGREEMENT

17. This IGA represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representatives, or agreements, either written or oral.

AMENDMENTS

18. Any amendments to this IGA shall be in writing and signed by both parties.

ATTORNEY FEES

19. In the event of litigation between the parties hereto to enforce the terms of this IGA, the prevailing party in such litigation shall be entitled to its own cost, including reasonable attorney fees and expert witness fees, from the opposing party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties hereto agree to the terms and conditions as set forth in this Subdivision Improvement Agreement on the day and year first above written.

AUTHORITY: Arapahoe County Public Airport Authority

BY: _____

Title: _____

STATE OF COLORADO }
 }ss
COUNTY OF }

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
by _____, as _____
of _____.
My commission expires _____.

Witness my hand and official seal.

Signature

Name of Notary

Address of Notary

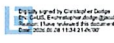
For the Board of County Commissioners

Ceila Rethamel
Acting Director of Public Works and Development
Pursuant to Resolution No. 26-056 (annual signature authority resolution)

EXHIBIT A
Centennial Airport
South Peoria Sidewalk Extension
Arapahoe County Case No. EE25-054
Public Improvements Cost Estimate
4/17/2026

SOUTH PEORIA SIDEWALK EXTENSION						
No.	Bid Item	Description	Unit	Quantity	Unit Price	Cost Estimate
1	MGPEC 1.5-1	Removal of Pavement	SY	255	\$ 25.00	\$ 6,375.00
2	MGPEC 1.5-2	Removal of Curb and Gutter	LF	210	\$ 15.00	\$ 3,150.00
3	MGPEC 2.5-1	Excavation (wasted)	CY	105	\$ 40.00	\$ 4,200.00
4	MGPEC 3.8-1	Embankment	CY	5	\$ 100.00	\$ 500.00
6	MGPEC 27.5-1	Asphalt Patch (6-Inch Depth)	SY	75	\$ 205.00	\$ 15,375.00
7	MGPEC 31.8-1	Concrete Curb and Gutter	LF	145	\$ 100.00	\$ 14,500.00
8	MGPEC 31.8-2	Concrete Sidewalk	SY	476	\$ 108.00	\$ 51,408.00
9	MGPEC 31.8-3	Concrete Ramps	SY	65	\$ 165.00	\$ 10,725.00
10	CDOT 210-00009	Reset Communications Cabinet	EA	1	\$ 2,000.00	\$ 2,000.00
11	CDOT 210-00827	Reset Pull Box	EA	2	\$ 1,500.00	\$ 3,000.00
12	CDOT 627-00011	Pavement Marking Paint (Waterborne)	SF	155	\$ 15.00	\$ 2,325.00
13	CDOT 630-00012	Traffic Control Management	LS	1	\$ 20,000.00	\$ 20,000.00

SUBTOTAL = \$ 133,558.00
15% CONTINGENCY = \$ 20,033.70
TOTAL = \$ 153,591.70

Signatures	
APPROVED: _____	Arapahoe County Public Airport Authority
APPROVED: _____	Arapahoe County, Engineering Division
APPROVED: _____	Christopher Dodge  Jacobs Engineering Group Christopher Dodge, P.E. # 48808

PUBLIC IMPROVEMENTS EASEMENT AND AGREEMENT

THIS PUBLIC IMPROVEMENTS EASEMENT AND AGREEMENT (“Agreement”) is made and entered into this 18th day of June, 2026, by and between ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY, a political subdivision of the State of Colorado, whose address is 7565 S. Peoria St., Englewood, CO 80112 (“Grantor”) and THE CITY OF CENTENNIAL, COLORADO, a Colorado municipal corporation, whose address is 13133 E. Arapahoe, Centennial, CO 80112 (the “Grantee” or “City”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Arapahoe County, Colorado, as legally described in **Exhibit A** (the “Property”).

2. Consideration - Grant of Permanent Easement. For and in consideration of the covenants and agreements set forth herein, the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, the Grantor grants, sells and conveys to the Grantee, its successors and assigns, a non-exclusive, permanent easement (the “Permanent Easement”) on, over, under and across the Property as described more fully on **Exhibit B**, attached to and made a part of this Agreement (the “Permanent Easement Area”), subject to the terms, conditions and restrictions set forth below.

3. Purpose and Uses of Permanent Easement. Grantee may use the Permanent Easement: (a) to construct, install, access, operate, use, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time, public sidewalks and related pedestrian and bicycle facilities designed to accommodate multi-modal pedestrian access and travel, including walking, cycling, and other forms of non-motorized transportation; (b) to construct, install, access, operate, use, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time roadway slopes, and surface or subsurface drainage structures and facilities, for the purpose of providing and maintaining (i) proper sight distance and line of sight, (ii) lateral support, and (iii) adequate drainage for a public roadway and associated road improvements over, under, through and within the Permanent Easement Area; and (c) for use by the agents and employees of the Grantee as reasonably necessary to carry out Grantee’s obligations under this Agreement.

4. Additional Rights of Grantee. Grantor further grants to the Grantee:

(a) the right of ingress to and egress to and from the Permanent Easement Area over and across the Property by means of any roads and lanes thereon, however, Grantee shall use its own property rights and/or existing routes on the Property to the extent it can;

(b) the right to mark the location of the Permanent Easement Area by suitable markers set in the ground; and

(c) Subjacent and Lateral Support. The Grantee, its agents, successors, and permitted assigns shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements and the Permanent Easement. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

5. Grantor's Rights in Permanent Easement Area. Grantor reserves the right to use the Permanent Easement Area for any purposes which will not impair, endanger or unreasonably interfere with any of the Improvements, or with Grantee's full enjoyment of the rights hereby granted. Grantor shall not impair the lateral or subjacent support for the Improvements or the Permanent Easement Area, or otherwise change the ground level in the Permanent Easement Area. Grantor shall not erect or construct any permanent structure or building, drill or operate any well, construct any reservoir or impoundment, or install or plant any trees or woody shrubs within the Permanent Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld. Grantee shall have the right to cut, mow, or otherwise remove trees, undergrowth, weeds, brush, vegetation or other obstructions from the Permanent Easement Area that, in its judgment, may injure, endanger or interfere with the Improvements or Grantee's exercise of the rights granted herein.

6. Maintenance of the Permanent Easement Area.

- (a) Upon completing any work in the Permanent Easement Area, Grantee will make such repairs or take such other action as may be necessary to restore the Permanent Easement Area to a condition comparable to its condition prior to Grantee's activities in the Permanent Easement Area, including but not limited to the reseeded and replanting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities.
- (b) Upon completion of construction work in the Permanent Easement Area, Grantor will maintain the surface of the Permanent Easement Area in compliance with any applicable weed, nuisance or other legal requirements.

7. Representations and Warranties of Grantor.

- (a) Grantor represents to the City, to Grantor's knowledge as of the date of the execution of this Permanent Easement, with respect to the Property that: (1) the Property has never been used as a landfill or waste dump; (2) that there has been no installation in or production, disposal, or storage on the Property of any hazardous substances, including, without limitation, asbestos, by Grantor, Grantor's tenants, or any previous owner or previous tenants, or any other activity which could have toxic results; (3) there is no underground storage tank on the Property; and (4) there is no proceeding or inquiry by any governmental authority or agency with respect thereto. Grantor shall indemnify, defend and hold the City harmless from and against any and all claims, demands, and liabilities, costs and expenses (including expert fees and attorney fees) arising or resulting from a breach of the covenants and warranties contained in this paragraph. For the purposes of this Permanent Easement, hazardous substances means all hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.,) and in Section 25-5-502 of the Colorado Revised Statutes, and petroleum or petroleum products.
- (b) Grantor hereby warrants and represents to the City that Grantor is seized with fee title to the underlying real property and there are no other parties with interest; that

the rights conveyed herein are free and clear of liens and encumbrances; and that Grantor has sole and exclusive authority to enter into this Permanent Easement.

8. Binding Effect - Runs With Land. This Permanent Easement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Permanent Easement Area and are to run with the land.

9. Governmental Immunity. The City and its officers, attorneys and employees and the Grantee and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the parties and their respective officers, attorneys or employees.

10. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto relating to the Permanent Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified or amended, except by a writing executed by both Parties.

11. Compliance with Laws. Grantee shall comply with all applicable laws in connection with its use of the Permanent Easement Area and the Improvements.

12. Governing Law. This Agreement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Arapahoe County.

13. Severability. If any part, term or provision of this Agreement shall be held unenforceable or invalid, the remainder of this Agreement and the application of such part, term or provision to persons or situations other than those to which it shall have been held unenforceable or invalid shall not be affected thereby, but shall continue to be enforceable and enforceable to the greatest extent permitted by law.

14. Assignment. This Agreement may be assigned to any appropriate local governmental entity or to any public utility provider without Grantor's consent. All other assignments shall require Grantor's prior written consent, which shall not be unreasonably withheld.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

[Signatures and acknowledgments on following page]

ACCEPTED BY GRANTEE:

CITY OF CENTENNIAL

By: _____
Matt Sturgeon, City Manager

ATTEST:

By: _____
Christina Lovelace, City Clerk

APPROVED AS TO FORM:

By: _____
Christopher Price, City Attorney

EXHIBIT A
[Legal Description of Property]

EXHIBIT "A"

CENTENNIAL AIRPORT PUBLIC IMPROVEMENTS EASEMENT

DATE: JUNE 5, 2026

DESCRIPTION

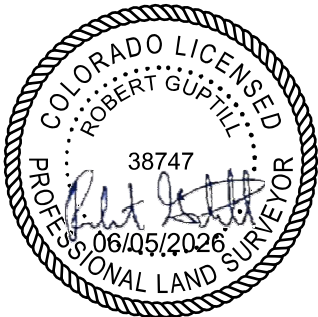
A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN: THENCE S18°21'16"W , A DISTANCE OF 3,140.93 FEET TO THE EXTENDED CENTERLINE OF RUNWAY 17L/35R STATION -10+00.00 [A 3.25" ILLEGIBLE ALUMINUM CAP; **WHENCE** THE CENTERLINE OF RUNWAY 17L/35R STATION 100+01.00 [A 3" BRASS CAP] BEARS S02°02'48"E (BEING THE BASIS OF BEARINGS FOR ALL BEARINGS HEREIN), A DISTANCE OF 11,001.00 FEET;

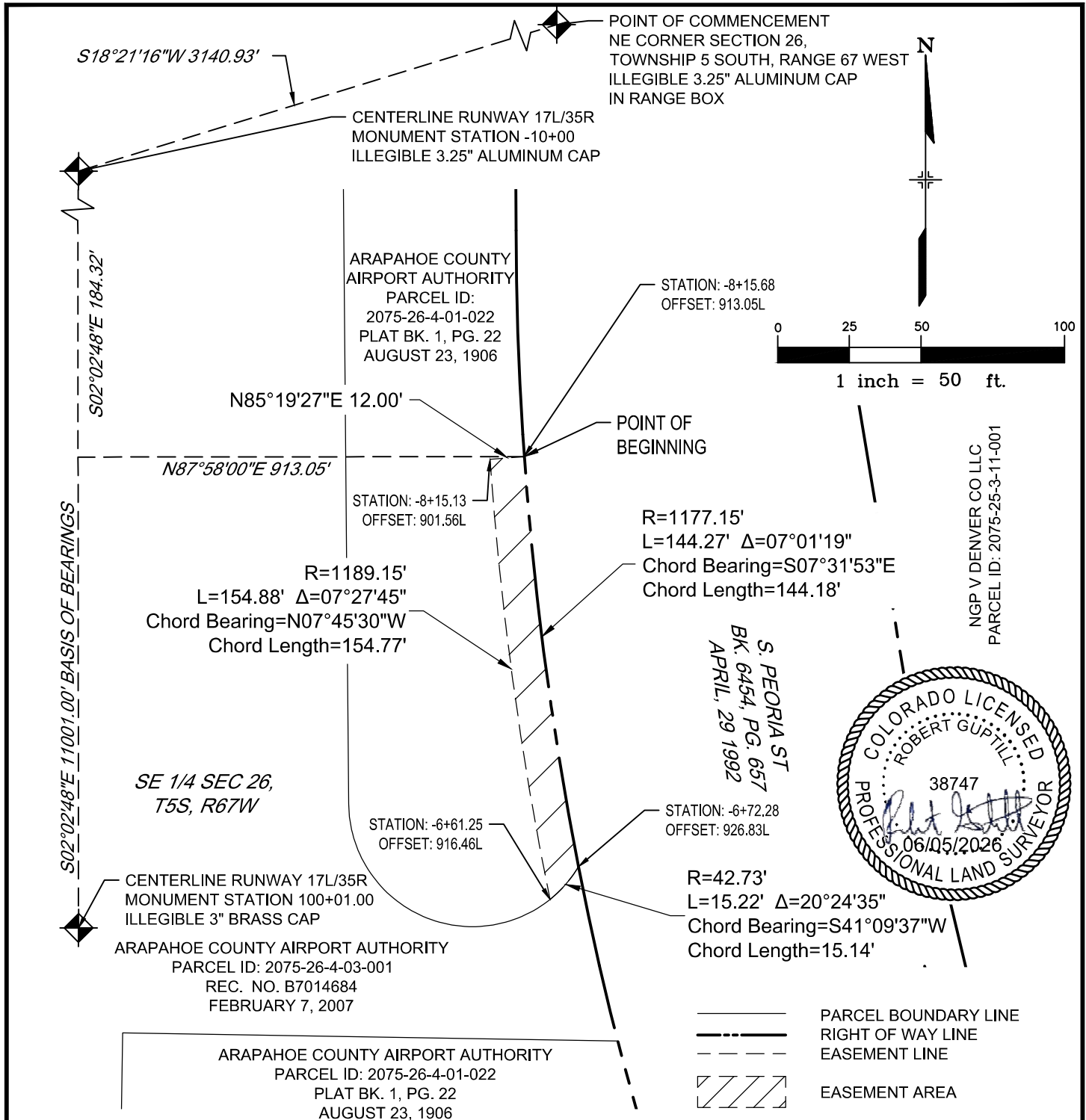
THENCE S02°02'48"E, COINCIDENT WITH SAID CENTERLINE OF RUNWAY 17L/35R A DISTANCE OF 184.32 FEET TO STATION -8+15.68; THENCE N87°58'00"E, PERPENDICULAR TO SAID CENTERLINE OF RUNWAY 17L/35R, A DISTANCE OF 913.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF SOUTH PEORIA ST. DESCRIBED AT BOOK NO. 6454, PAGE 657, RECORDED ON APRIL 29, 1992 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, AND THE **POINT OF BEGINNING** (STATION -8+15.68, OFFSET 913.05L);

1. THENCE, COINCIDENT WITH SAID WESTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 07°01'19", A RADIUS OF 1177.15 FEET, AN ARC LENGTH OF 144.27 FEET, AND WHOSE CHORD BEARS S07°31'53"E A DISTANCE OF 144.18 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. B7014684, RECORDED ON FEBRUARY 7, 2007 IN SAID CLERK AND RECORDER'S OFFICE (STATION -6+72.28, OFFSET 926.83L);
2. THENCE, COINCIDENT WITH SAID NORTHERLY LINE AND NON-TANGENT WITH THE PREVIOUS DESCRIBED CURVE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°24'35", A RADIUS OF 42.73 FEET, AN ARC LENGTH OF 15.22 FEET, AND WHOSE CHORD BEARS S41°09'37"W A DISTANCE OF 15.14 FEET (STATION -6+61.25, OFFSET 916.46L);
3. THENCE, PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE AND NON-TANGENT WITH THE PREVIOUS DESCRIBED CURVE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°27'45", A RADIUS OF 1189.15 FEET, AN ARC LENGTH OF 154.88 FEET, AND WHOSE CHORD BEARS N07°45'30"W A DISTANCE OF 154.77 FEET (STATION -8+15.13, OFFSET 901.56L);
4. THENCE N85°19'27"E, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING** (STATION -8+15.68, OFFSET 913.05L).

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,802 SQUARE FEET, (0.041 ACRES), MORE OR LESS.



Prepared by:
Robert F. Gupstill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
7001 E. Belleview Ave. Suite 1000
Denver, CO 80237
Robert.Gupstill@jacobs.com



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

SUBJECT EASEMENT AREA= 1,802 SQ.FT., 0.041 ACRES±

JACOBS PROJECT NO.	WXYA8414				
CLIENT PROJECT NO.	-				
REVISION DESCRIPTION	N/A				
DRAWN	JRO	DATE	6/5/2026	SCALE	1"=50'

Jacobs

7001 E Belleview Ave Suite 1000, Denver, Colorado 80237
+1 (720) 286-2000

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

CENTENNIAL AIRPORT ARAPAHOE COUNTY, COLORADO SE 1/4 SECTION 26, TOWNSHIP 5 SOUTH, RANGE 67 WEST		
TITLE: CENTENNIAL AIRPORT PUBLIC IMPROVEMENTS EASEMENT		
REVISION:	DRAWING NO.	SHEET NO.
N/A	V-CENT-AIRP-PROP-BASE	2 OF 2

EXHIBIT B
[Description of Easement to be conveyed to the City of Centennial]

**REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND
RECORD OF ACTION**

June 18, 2026

FROM: Luke Skaflen, Sr. Business Support Specialist – Administration

SUBJECT: Consent to Assignment of Sublease between Hangar RE Holdings, LLC and CommonSpirit Health, located at 7735 S. Peoria Street, and other associated documents.

RECOMMENDATION: Motion to approve:

- The Consent to Assignment of Sublease,
- the Assignment and Assumption of Subordination Non-Disturbance and Attornment Agreement, and
- Estoppel Certificate

between Hangar RE Holdings, LLC, and CommonSpirit Health and authorize the Chair and Clerk to sign.

BACKGROUND: Hangar RE Holdings, LLC (the "Assignor") and CommonSpirit Health (the "Assignee") have requested the Authority's consent to the form of assignment of a sublease located at 7735 S. Peoria Street (a/k/a Gold 3).

CommonSpirit Health will be using the office and hangar space for its operations.

The lessee, Denver Jet Center, will need to provide its consent to the assignment.

The Consent to the Assignment of Sublease (attached as Exhibit A), the Assignment and Assumption of Subordination, Non-Disturbance, and Attornment Agreement (Attached as Exhibit B), and the Estoppel Certificate (attached as Exhibit C) all follow the usual form.

FINANCIAL DATA: NA

**REVIEW BY
OTHERS:** Stacey Davenport

PRESENTERS: Luke Skaflen

Action of the Board of Commissioners

	1 st	2 nd	YES	NO	ABS
Bagnato	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Beatty	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Campbell	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

CONSENT TO ASSIGNMENT OF SUBLEASE

WHEREAS, current lessee, Denver jetCenter, Inc. (“DJC”) and Arapahoe County Public Airport Authority (“Authority”) entered into the Centennial Airport Fixed Base Operator Lease and Agreement dated December 9, 1999 and effective January 1, 2000, (an amendment and restatement of the Arapahoe County Fixed Base Operation Lease dated February 1, 1979 between original lessee, Colorado Air Center, Inc., and Authority) as amended by the First Amendment, dated November 12, 2021 and the Second Amendment dated December 12, 2022, a the Third Amendment dated May 9, 2024 (hereinafter, the “Master Lease”); and

WHEREAS, Authority consented to a Sublease dated April 5, 2001 between DJC and current sublessee Hangar RE Holding, LLC, ("Assignor"), as amended (hereinafter, the “Sublease”); and

WHEREAS, pursuant to Paragraph 26 of the Master Lease and pursuant to Article XX of the Sublease, prior written consent of Authority and DJC is required for all assignments of Sublease; and

WHEREAS, on or about April 16, 2026, Assignor and CommonSpirit Health, a Colorado nonprofit corporation (“Assignee”) who’s address is 3400 Data Drive, Rancho Cordova, CA 95670, Attention: National Real Estate Services; With a copy to: 198 Inverness Drive West, Englewood, CO 80112, Attention: SSVP National Real Estate Services; with copy to: 3033 North 3rd Avenue, Phoenix, AZ 85013, Attention: Legal Team, delivered the form of the Assignment and Assumption of Sublease Agreement, attached hereto as Exhibit 1 (the “Assignment”), and requested Authority’s consent.

NOW, THEREFORE, Authority consents to the Assignment from Assignor to Assignee with the following provisos:

1. Assignee shall obtain the required written consent of DJC and deliver fully executed copy of the Assignment in the form of Exhibit 1 no later than August 19, 2026, or this consent is null and void.
2. The Sublease is subject and subordinate to the Master Lease.
3. Assignee shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of Colorado, Arapahoe County, and the Authority (including the *Centennial Airport Minimum Standards for Commercial Aeronautical Activities* and the *Development Policy & Application Procedures for Aeronautical and Non-Aeronautical Land use at Centennial Airport*) which may be applicable to Assignee's or its affiliates' operations at Centennial Airport.
4. Assignee shall make no unlawful or offensive use of the subleased premises.

DATED this 18th day of June 2026.

**Arapahoe County Public Airport
Authority**

Thad Bagnato, Chair

ATTEST:

Jeff Baker, Clerk

Exhibit 1

to

Consent to Assignment of Sublease

dated

{Attach Copy of the form of Assignment and Assumption}

EXHIBIT E
ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE (this "Assignment") dated as of [DATE] ("Effective Date"), is by and between Hangar RE Holdings, LLC, a Nevada limited liability company (the "Assignor"), and CommonSpirit Health, a Colorado nonprofit corporation (the "Assignee").

RECITALS

WHEREAS, the Arapahoe County Public Airport Authority (the "Authority") and the Denver jetCenter, Inc. ("Sublandlord") entered into the Centennial Airport Fixed Base Operator Lease and Agreement on December 9, 1999, effective on January 1, 2000 (the "FBO Lease");

WHEREAS, Sublandlord and Assignor, as successor in interest to Mayo Aviation, Inc., are parties to that certain Sublease dated as of April 5, 2001, as modified by that certain Letter Agreement dated April 19, 2006, and as amended by that certain First Amendment to Sublease dated April 10, 2024, whereby Sublandlord through its rights under the FBO Lease, sublets the premises known as Hangar 3 to Assignor (the "Sublease"); and

WHEREAS, Assignor now wishes to assign the Sublease to Assignee, and Assignee now wishes to assume Assignor's obligations under Sublease, all in accordance with the terms of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of Lease.** Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, all of Assignor's right, title and interest as subtenant in and to Sublease, together with all rights and benefits thereunder, to have and to hold the same unto Assignee, its successors and assigns forever.
2. **Assumption of Lease.** As of the date of this Assignment, Assignee hereby assumes the liabilities and agrees to perform the obligations of Assignor under the Sublease, as if the Sublease had been executed by Assignee.
3. **Further Assurances.** It is the intention of the parties hereto that the Sublease shall be fully and absolutely transferred by Assignor to Assignee. Assignor and Assignee therefore agree that they or each shall execute any additional documents that may hereafter reasonably be requested by the other, by the Authority, or by Sublandlord to more fully effectuate such transfers and assignments.
4. **Assignor Representations.** Assignor hereby represents and warrants the following to Assignee, on the date hereof and at the time of such delivery:
 - (a) Assignor is the sole legal and beneficial holder of the Sublease. Subject to the approval of the Authority and of Sublandlord, Assignor has the full and sufficient right to assign the Sublease.
 - (b) Assignor has been given no notice of any default in performing its obligations under the provisions of the Sublease and, to the best of Assignor's knowledge, information, and belief, Assignor is not in default in performing those obligations.
 - (c) The required consent of the Authority and of the Sublandlord has been obtained.
5. **Assignee Representations.** Assignee hereby represents and warrants the following to Assignor, on the date hereof at the time of such delivery:

Exhibit E

(a) The Sublease is being assumed for Assignee's own interest.

(b) Assignee has read and understands Sublease.

6. Assignor Indemnification. Assignor shall defend, indemnify, and hold harmless Assignee from and against any and all liability, claim of liability, or expense arising out of: (a) any default by Assignor in performing its obligations under the Sublease occurring before the Effective Date, (b) any failure of Assignor's representations contained in Section 4 to be true and complete in all material respects.

7. Assignee Indemnification. Assignee shall defend, indemnify, and hold harmless Assignor against and from any and all liability, claim of liability, or expense arising out of: (a) any default by Assignee in performing its obligations under the Sublease occurring after the Effective Date, and (b) any failure of Assignee's representations contained in Section 5 to be true and complete in all material respects.

8. Successors and Assigns. This Assignment shall bind and inure to Assignor and Assignee, and their respective successors and assigns.

9. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the internal laws of the State of Colorado.

[Signature Page Follows]

Exhibit E

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Hangar RE Holdings, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

CommonSpirit Health, a Colorado nonprofit corporation

By: _____
Travis Messina,
Senior Vice President, National Real Estate Services
CommonSpirit Health
Authorized Signer
Date Signed: _____

ASSIGNMENT AND ASSUMPTION OF SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Assignment"), dated as of May 14, 2026, is by and between Hangar RE Holdings, LLC, a Nevada Limited Liability Company ("Assignor"), and CommonSpirit Health, a Colorado nonprofit corporation ("Assignee").

RECITALS

WHEREAS, the Arapahoe County Public Airport Authority (the "Authority") and the Denver jetCenter, Inc. ("Sublandlord") entered into the Centennial Airport Fixed Base Operator Lease and Agreement on December 9, 1999, effective on January 1, 2000 (the "FBO Lease");

WHEREAS, Sublandlord and Assignor entered into that certain Sublease dated April 5, 2001 (the "Sublease") by which Sublandlord subleased to Assignor the real property described in Exhibit A attached hereto;

WHEREAS, the Authority and Assignor entered into that certain Subordination, Non-Disturbance and Attornment Agreement dated April 12, 2001 (the "SNDA"); and

WHEREAS, Assignor now wishes to assign its rights under the SNDA to Assignee and Assignee wishes to assume the obligations of Assignor under the SNDA all in accordance with the terms of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of SNDA. As of the date of this Assignment, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, all of Assignor's right, title and interest as subtenant in and to the SNDA, together with all rights and benefits thereunder, to have and to hold the same unto Assignee, its successors and assigns forever.
2. Assumption of SNDA. As of the date of this Assignment, Assignee hereby assumes the liabilities and agrees to perform the obligations of Assignor under the SNDA, as if the SNDA had been executed by Assignee. Assignee will assume and fulfill all of Assignor's obligations and liabilities under the SNDA arising after the date of this Assignment.
3. Successors and Assigns. This Assignment shall bind and inure to Assignor and Assignee, and their respective successors and assigns.

4. Section 12 of the SNDA. The last sentence of Section 12 of the SNDA is amended and restated to state: “For the purposes of notices, the addresses of the Authority and CommonSpirit Health are:

Authority: Arapahoe County Public Airport Authority
7565 S. Peoria Street, Unit D9
Englewood, CO 80112
Attention: Airport Director

CommonSpirit Health: CommonSpirit Health
3400 Data Drive
Rancho Cordova, CA 95670
Attention: National Real Estate Services

With a copy to:

CommonSpirit Health
198 Inverness Drive West
Englewood, CO 80112
Attention: SSVP National Real Estate Services

With a copy to:

CommonSpirit Health
3033 North 3rd Avenue
Phoenix, AZ 85013
Attention: Legal Team”

5. Counterparts. This Assignment may be executed in counterparts, each of which will evidence only one component and only one of which need be produced for any purpose.

{Intentionally Left Blank. Signature Page to Follow}

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first mentioned above.

ASSIGNOR:

HANGAR RE HOLDINGS, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

COMMONSPIRIT HEALTH, a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

The undersigned, Arapahoe County Public Airport Authority, hereby consents to the assignment of rights of Assignor to Assignee and the assumption of the obligations of Assignor by Assignee under the SNDA.

ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Exhibit A

Subordination, Non-Disturbance, and Attornment Agreement

Dated: April 12, 2001

LESSOR'S ESTOPPEL CERTIFICATE

Lessor: ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

Lessors Address: 7565 S. Peoria Street, Unit D9, Englewood, CO 80112

Lessee: Denver jetCenter, Inc.

Lessee's Address: 7625 S. Peoria Street, Unit D11, Englewood, CO 80112

Lease: Centennial Airport Fixed Base Operator Lease and Agreement (amendment and restatement of Fixed Base Operation Lease dated February 1, 1979 by and between Arapahoe County Public Airport Authority and Colorado Air Center, Inc.) between Lessor and Lessee dated December 9, 1999 and effective January 1, 2000, as amended by a certain First Amendment to the Centennial Airport Fixed Base Operator Lease and Agreement dated, November 12, 2021, effective December 1, 2021, and a Second Amendment to Centennial Airport Fixed Base Operator Lease and Agreement dated December 12, 2022, and a Third Amendment to Centennial Airport Fixed Base Operator Lease and Agreement dated May 9, 2024 (hereinafter defined as the "Lease").

A Full Copy of the Lease is Attached hereto as Exhibit 1.

Leased Premises: See Exhibit A to the Lease for the applicable Legal Descriptions and Drawings of the Leased Premises.

Leased Premises Total Sq Footage: 2,968,785 Square Feet (SF)

Lease Term: Commenced on January 1, 2000 and expires on December 31, 2039.

Options to Renew: Three (3) total:

One 15-year First Renewal Option, which, if exercised, starts January 1, 2040, and runs through December 31, 2054.

One eighteen (18) year Second Renewal Option, which, if exercised, starts January 1, 2055, and runs through December 31, 2072.

One twenty-three year and ten month (23 year and 10 month) Third Renewal Option, which, if exercised, starts January 1, 2073, and runs through October 31, 2096.

Sublessee: Hangar RE Holdings, LLC

Sublease: Sublease dated April 5th, 2001 between Lessee and original sublessee, Mayo Aviation, Inc. as assigned to Sublessee on June 30, 2014.

Subleased Premises: A portion of the Leased Premises known as Hangar 3, Mayo Sublease Area, or Gold 3, located at 7735 S. Peoria Street, Englewood, CO 80112. Subleased Premises is 76,683 square feet.

Lessor represents and confirms to CommonSpirit Health, a Colorado nonprofit corporation, 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
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 Leased Premises, except that Lessee has secured a leasehold mortgage on the Parcel 50-5 leasehold, which does not affect the Subleased Premises.
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.

Dated: June 18, 2026.

Arapahoe County Public Airport Authority

Thad Bagnato, Chair

Attest:

Jeff Baker, Clerk

Exhibit 1

**REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND
RECORD OF ACTION**

June 18, 2026

FROM: Luke Skaflen, Sr. Business Support Specialist

SUBJECT: Consent to Sublease Agreement(s) on Parcel 63-8 and 63-3

RECOMMENDATION: Motion to approve two Consents to Sublease Agreement(s): 1. Parcel 63-8, and 2. Parcel 63-3, and authorize Chair and Clerk to sign.

BACKGROUND: Skywave Enterprises, the Lessee of Parcel 63-8, is requesting the Authority's consent to a Sublease Agreement (the "Sublease") for Stevens Aerospace and Defense Systems (the "Sublessee"). The Sublessee is using the hangar for its aircraft repair business. The term of the Sublease is for three years, beginning June 1, 2026, to May 31, 2029.

The Sublessee is also leasing additional office space in hangar 63-3, which the Lessee, APP Centennial LLC, is also requesting the Authority's consent to its Sublease Agreement. The term of the Sublease Agreement ends June 30, 2029.

The Two Sublease Agreements and Consents to Sublease are attached: Exhibit A is for 63-8 documents, and Exhibit B contains the 63-3 documents.

Staff recommends approval.

FINANCIAL DATA: N/A

REVIEW BY OTHERS: S. Davenport

PRESENTERS: Luke Skaflen

Action of the Board of Commissioners

	1 st	2 nd	YES	NO	ABS
Bagnato	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Beatty	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Campbell	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

CONSENT TO SUBLEASE ON PARCEL 63-8

PURSUANT to Article XIX of Ground Lease and Agreement for Parcel 63-8 Willowbrook Park at Centennial Airport between current lessee, Skywave Enterprises, LLC (“Sublessor”) and Arapahoe County Public Airport Authority (“Authority”), dated April 11, 2002 (hereinafter the “Master Lease”), Authority hereby consents to the Sublease Agreement (hereinafter “Sublease”) between the Landlord and Stevens Aerospace and Defense Systems, LLC (hereinafter “Sublessee”), a copy of which is attached hereto as Exhibit 1.

THIS CONSENT is given under the following provisos:

1. The Sublease is subject to and subordinate to the Master Lease.
2. The Sublease may not be recorded in the records of the Clerk and Recorder of any county by Sublessor or Sublessee.
3. Sublessee shall observe and obey all laws, ordinances, rules and regulations of the United States of America, State of Colorado, Arapahoe County, and the Authority (including Centennial Airport's Minimum Standards for Commercial Aeronautical Activities), which may be applicable to its operations at Centennial Airport.
4. Sublessee shall make no unlawful or offensive use of the leased premises.

APPROVED this 18th day of June 2026.

Arapahoe County Public Airport Authority

(Seal)

Thad Bagnato, Chair

ATTEST:

Jeff Baker, Clerk

Exhibit 1

To

Consent to Sublease on Parcel 63-8

Dated

June 18, 2026

Between

Skywave Enterprises, LLC

And

Stevens Aerospace and Defense System, LLC

**SUBLEASE AGREEMENT
(Willowbrook Park)**

This Sublease Agreement (the "Lease") is dated as of May 13, 2026 (the "Effective Date"), by and between SKY WAVE ENTERPRISES, LLC, a Colorado limited liability company ("Sublessor"), and STEVENS AEROSPACE AND DEFENSE SYSTEMS LLC, a Delaware limited liability company ("Sublessee").

RECITALS

A. Pursuant to that certain Ground Lease and Agreement for Parcel 63-8 Willowbrook Park at Centennial Airport dated April 11, 2002 (as amended, extended, supplemented and assigned, the "Master Lease") between Arapahoe County Public Airport Authority (the "Authority"), as lessor, and Sublessor's predecessor-in-interest, Willowbrook Park, LLC, as lessee, Sublessor is leasing from the Authority a portion of land located at Centennial Airport (the "Airport") commonly known as at 13322 E. Control Tower Road, Centennial, CO 80112, as more particularly described on **Exhibit A** attached hereto and referred to as Hangar 63-8, Willowbrook Park at Centennial Airport, Arapahoe County, Colorado ("Hangar 63-8").

B. By virtue of its leasehold interest in Hangar 63-8, Sublessor is a member of the Willowbrook Park Lessees' Association (the "Association"), which maintains the common and staging areas for use by the Association members who own leasehold estates for hangars in Willowbrook Park and provides certain services for Association members.

C. Sublessor desires to lease to Sublessee and Sublessee desires to lease from Sublessor (i) Hangar 63-8 consisting of approximately 6,400 square feet of space, (ii) common area staging area and easement for ingress and egress to Centennial Airport taxi way, (iii) the parking spaces as depicted on Exhibit A ((i), (ii), and (iii) are collectively referred to herein as the "Premises"), on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties hereby agree as follows:

1. Premises. Sublessor, in consideration of the rents and of the terms and conditions hereinafter contained, does hereby lease to Sublessee, and Sublessee does hereby rent from Sublessor, the Premises. Additionally, Sublessor grants to the Sublessee the full, absolute and unqualified guest rights and privileges in the Association, as provided for in Article 7.07 of the Agreement Regarding the Willowbrook Park Lessees' Association (the "Association Agreement"), including the use of all related non-exclusive access easements.

2. Term. The term of this Lease (the "Term") commences on June 1, 2026 (the

“Commencement Date”) and will terminate on May 31, 2029.

3. Rent.

3.1. *Fixed Monthly Rent.* For the use and occupancy of the Premises, Sublessee shall pay fixed monthly rent to Sublessor (“Fixed Monthly Rent,” and together with all other sums payable to Sublessor hereunder, the “Rent”). Rent for the first year of the Term is \$ [REDACTED].00 starting on the Commencement Date, and payable on the first day of each calendar month in equal monthly installments of \$ [REDACTED].00.

3.2. *Annual Rent Adjustment.* Commencing on each anniversary of the Commencement Date, the Fixed Monthly Rent shall be increased by an amount equal to the greater of (a) [REDACTED] percent ([REDACTED]%) or (b) CPI. “CPI” means the percentage increase in the Consumer Price Index for all Urban consumers (CPI_U), all items, for Denver (1982-84=100) during the immediately preceding year (computed from May 1 to April 30).

3.3. *Payment.* Rent shall be payable in U.S. Dollars at the office of Sublessor specified in Section 23 below, or at such other place as Sublessor may direct in writing. All Rent payable under this Lease shall be paid by Sublessee without notice or demand, and without abatement, offset or deduction of any kind, unless expressly set forth in this Lease and irrespective of any claim Sublessee may have against Sublessor. Rent payments due for any partial month during the Term shall be prorated based on the actual number of days contained in such month. If Sublessee fails to pay any Rent payable under this Lease within ten (10) business days of the date on which such Rent is due, (a) Sublessee shall pay to Sublessor, as additional rent, a late charge of Two Hundred Fifty Dollars (\$250.00), (b) such overdue payment will bear interest at the rate of twelve percent (12%) per annum from the date that such overdue payment was due and payable until paid, and (c) as additional rent, Sublessee shall pay Sublessor, all fees, including attorneys’ fees, costs and expenses that may be incurred by Sublessor in enforcing Sublessee’s obligations under this Lease. No payment by Sublessee or receipt by Sublessor of an amount less than the then due and owing amounts of full Fixed Monthly Rent, additional rent, or other sums required of Sublessee under this Lease, shall be deemed anything other than a payment on account of the earliest Fixed Monthly Rent, additional rent, or other sum due from Sublessee under this Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Monthly Rent, additional rent, or other sum due from Sublessee under the Lease, shall be deemed an accord and satisfaction of Sublessor. Sublessor may accept any check for payment from Sublessee without prejudice to Sublessor’s right to recover the balance of Fixed Monthly Rent, additional rent, or other sum due from Sublessee under the Lease, or to pursue any other right or remedy provided under this Lease or Applicable Law.

3.4. *Security Deposit.* Upon execution and delivery of this Lease, Sublessee shall deposit \$ [REDACTED].00 with Sublessor, as security for the full and faithful performance by Sublessee of all of the terms, conditions and covenants of this Lease on Sublessee’s part to be performed (the “Security Deposit”). If Sublessee defaults under this Lease, Sublessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or to compensate Sublessor for any other loss or damage which Sublessor may suffer

thereby. If any portion of the Security Deposit is so used or applied, Sublessee shall, within ten (10) days after demand therefore, deposit cash with Sublessor in an amount sufficient to restore the Security Deposit to the full amount thereof. Sublessor shall not be required to maintain the Security Deposit separate from its general accounts. If Sublessee shall fully perform its obligations under this Lease, the Security Deposit, or any balance thereof that has not theretofore been applied by Sublessor, shall be returned to Sublessee, without payment of any interest, within thirty (30) days after the expiration of the Term, and after Sublessee has vacated the Premises.

4. Use of the Premises.

4.1. *Governing Documents.* Sublessee acknowledges that in addition to this Lease, Sublessee's use and occupancy of the Premises is subject to the terms and conditions contained in the Master Lease and Association Agreement (collectively, the "Documents"), and Sublessee hereby acknowledges receipt of a copy of such Documents. Sublessee covenants to at all times comply with the terms and conditions contained in the Documents in connection with the use and operation of the Premises by Sublessee.

4.2. *Permitted Use.* Sublessee shall use and occupy the Premises only as and for an aircraft hangar and other uses ancillary to such use, which include, but are not limited to, aircraft maintenance and hangaring of aircraft (the "Permitted Use"). In the event such Permitted Use requires licenses or other governmental approvals, Sublessee shall, at Sublessee's own expense, apply for and obtain required licenses or approvals from the appropriate authorities prior to the Commencement Date. Sublessee agrees and acknowledges that the location of the vehicle overhead door at the Premises allows for the ingress, egress and parking of vehicles and the Sublessee shall not enter the restricted area of the airport for purposes of parking or entering the Premises unless Sublessee has obtained authorization from the Authority. Sublessee shall not commence or alter any operations at the Premises prior to: (a) obtaining all permits, registrations, licenses, certificates and approvals from Sublessor and all applicable governmental authorities required pursuant to any Applicable Laws; and (b) delivering a copy of each permit, registration, license, certificate and approval to Sublessor, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.

4.3. *Restriction on Unlawful Activity.* Sublessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, including, but not limited to any use related in any manner whatsoever to the marijuana industry (including, but not limited to, a marijuana or medical marijuana dispensary, clinic, paraphernalia shop, grow, warehouse, store, or related use), nor as a source of annoyance or embarrassment to Sublessor, nor for any purpose other than herein before specified, without the prior written consent of Sublessor. Sublessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.

5. Services and Utilities. Sublessee shall, at Sublessee's own expense, obtain the natural gas, electricity, telephone, cable and internet services, in its own name and shall pay the costs of such services directly to the applicable provider. Sublessor shall be responsible for the payment of water, ground rent, Association fees, and casualty insurance. Sublessee may contract with a third-party supplier or suppliers for any or all Fixed Based Operators ("FBO") services, including, among others, fueling, de-icing, towing, lavatory service, potable water service and hazardous material disposal, but Sublessee shall at all times be bound by the terms of this Lease and the Master Lease. Sublessee acknowledges that only Authority-approved FBO are allowed to provide FBO fueling services. In no event will Sublessor be responsible for any obligations under any FBO contract entered into by Sublessee or for payment of any FBO services contracted by, through or under Sublessee.

6. Sublessee's Right to Quiet Enjoyment. Upon paying the Rent and other sums required of Sublessee under this Lease, and faithfully and fully performing the terms, conditions and covenants of this Lease on Sublessee's part to be performed, Sublessee shall peaceably and quietly have, hold and enjoy the Premises for the Term.

7. Condition and Maintenance of the Premises.

7.1. *Condition of the Premises.* Sublessee acknowledges that it has examined the Premises prior to the Effective Date, that Sublessee is fully familiar with the condition of the Premises and that Sublessee accepts the Premises "As-Is," without any representations or warranties on the part of Sublessor, express or implied, as to the condition of the Premises, including, but not limited to, fitness for a particular use or purpose.

7.2. *Maintenance of the Premises.* Sublessee shall, at Sublessee's own expense keep and maintain the Premises in a clean condition, free from debris, trash and refuse. Sublessee shall be responsible for any repairs to the Premises arising from any act or omission or the negligence of Sublessee, its agents, contractors, licensees, or employees. Notwithstanding anything to the contrary above, Sublessor shall keep, repair, operate, and maintain the following in good order, condition, and repair, equal to the standard for buildings of similar size and character in the geographic region where the Premises is located, and in compliance with all Applicable Laws and regulations (the "Building Standard"), subject to normal wear and tear: (i) the foundation, footings, exterior walls, structural systems, floors, columns, beams, hangar doors, and roof, gutters, flashings, and downspouts of the Premises and the utility lines serving the Premises; (ii) the heating, ventilating, plumbing, electrical, mechanical, sewer, fire detection and sprinkler located in or adjacent to the Premises; and (iii) the common areas within the Premises, including windows, doors, plate glass, and exterior wall surfaces adjacent to the common areas, and the parking areas; provided, however, that Sublessor's obligations under this paragraph shall not extend to any damage caused by Sublessee or any of its agents, employees, contractors, or invitees. Sublessee shall give Sublessor detailed written notice of the need for any maintenance Sublessee becomes aware of and Sublessor shall use commercially reasonable efforts to make such repairs within a reasonable time to ensure the Premises meet the Building Standard. Sublessor shall not

be liable to Sublessee for any temporary interruption of services or access during repairs performed pursuant to this Section, and no such interruption shall constitute a constructive eviction or entitle Sublessee to any abatement of Rent. Sublessor's obligations under this Section shall not apply to the extent any maintenance or repair is necessitated by the acts, omissions, negligence, or willful misconduct of Sublessee or any Sublessee Representative, in which case Sublessee shall reimburse Sublessor for the cost of such maintenance or repair as additional rent within thirty (30) days of receipt of Sublessor's invoice.

8. Insurance.

8.1. *Sublessee's Insurance.* Sublessee shall, at its sole cost, obtain and maintain: (a) fire and extended coverage insurance, including endorsements for vandalism, malicious mischief, theft, and sprinkler leakage, covering all of Sublessee's property, including, but not limited to, furniture, additions, fixtures, and anything in the nature of a leasehold improvement in an amount equal to the full replacement cost of such property without deduction for depreciation; (b) public liability insurance, including aircraft liability insurance, bodily injury and property damage, personal injury and contractual liability with respect to all claims, demands or action by any person or entity, in any way arising from, related to, or connected with the conduct and operation of Sublessee's business in the Premises or Sublessee's use of the Premises, such policies shall be written on a comprehensive basis, with a single combined liability limit of not less than Two Million Dollars (\$2,000,000); and (c) Workers Compensation insurance coverage, as required by law.

8.2. *Sublessor's Insurance.* Sublessor shall maintain, or cause to be maintained, during the Term: (a) commercially reasonable property insurance on the Premises, in such form, with such coverage amounts, deductibles, and exceptions as Sublessor shall determine in its sole discretion; (b) Commercial General Liability Insurance in such amounts as Sublessor deems reasonably appropriate; and (c) Workers' Compensation Insurance, as required by law. Sublessor shall have no obligation to insure any property of Sublessee or any Sublessee Representative. Sublessor's insurance obligations under this Section shall not be construed as a guarantee or warranty of coverage for any particular loss or claim, and Sublessee shall have no right to any proceeds of Sublessor's insurance policies. Sublessor may elect to self-insure any or all of the coverages described in this Section, in Sublessor's sole discretion.

9. Compliance with Laws.

9.1. *General Compliance with Laws and Requirements.* Sublessee shall, at Sublessee's own expense, promptly comply with: (a) each and every applicable statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor applicable statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary ("Applicable Law(s)"), applicable to the Premises, Sublessee, Sublessee's use of or operations at the Premises, or all of them; (b) the requirements of

any regulatory insurance body; or (c) the requirements of any insurance carrier insuring the Premises. The failure to mention any specific Applicable Law shall not be construed to mean that Sublessee was not intended to comply with such Applicable Law.

9.2. *Environmental Laws.* Sublessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Sublessee, its agents, employees, contractors, or invitees, except in the ordinary course of Sublessee's business and in compliance with all Applicable Laws. If Sublessee breaches this obligation, Sublessee shall indemnify, defend and hold Sublessor harmless from any and all claims, judgments, damages, penalties, fines, costs or liabilities (including, without limitation, diminution in value of the Premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Sublessor by Sublessee, includes, without limitation, costs incurred in connection with any investigations of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of Hazardous Material on the Premises caused by Sublessee results in any contamination of the Premises, Sublessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the conditions existing prior to the introduction of any such Hazardous Material in the Premises, provided that Sublessor's approval of such actions shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 261) and amendments thereto, or such substances, materials and wastes that are or become regulated under any Applicable Law.

10. Alterations, Additions and Improvements. No alterations, additions or improvements shall be made by Sublessee to the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or otherwise serving the Premises, without the prior written consent of Sublessor. All alterations, additions or improvements and systems installed in or attached to the Premises by Sublessee shall, at the option of Sublessor, upon the expiration or earlier termination of this Lease, belong to and become the property of Sublessor without any payment from Sublessor and if such option is exercised, shall be surrendered by Sublessee in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease. All alterations, additions or improvements consented to by Sublessor shall be performed by Sublessee in a good and workmanlike manner, in compliance with all Applicable Laws. Sublessee shall keep the Premises and the property free from any liens arising out of any work performed, materials furnished, or obligations incurred by Sublessee. Sublessee retains the right to contest any lien or encumbrance upon the Premises provided that Sublessee complies with all statutory obligations required to contest such liens.

Sublessee's obligations regarding liens shall be satisfied if during any period that a lien is disputed Sublessee provides a bond (or other similar security) sufficient for the satisfaction of the lien together with costs and interest.

11. Sublessor's Right to Inspect and Repair. Sublessor or Sublessor's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Term at all reasonable hours with twenty-four (24) hours prior notice to Sublessee, for the purpose of: (a) examination; (b) determination whether Sublessee is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be required or permitted pursuant to this Lease, or otherwise necessary by reason of Sublessee's failure to make same after notice to Sublessee to do so and a reasonable opportunity to cure, except in an emergency. This Section shall not be deemed nor construed to create an obligation on the part of Sublessor to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation.

12. Fire and Other Casualty. If the Premises are damaged or destroyed by fire or other casualty, the terms and conditions of the Master Lease regarding repair of the Premises shall apply. If the Master Lease is terminated as a result of such casualty, this Lease shall terminate as of the date of the termination of the Master Lease. If the Premises or any portion of the building materially affecting Sublessee's use of or access to the Premises are damaged or destroyed by fire or other casualty not caused by the negligence or willful misconduct of Sublessee, its agents, contractors, employees, or invitees, the Fixed Monthly Rent, additional rent and other expenses shall abate until such damage or destruction is repaired in proportion to the impairment of Sublessee's use of or access to the Premises; provided, however, that such abatement shall not exceed the amount of rental loss insurance proceeds actually received by Sublessor. Notwithstanding any provision to the contrary contained herein, in the event of a fire or other casualty that (a) renders the Premises untenable for a period of at least one hundred eighty (180) days, as estimated by a certification from an architect or contractor licensed in the State of Colorado selected by Sublessor, or (b) occurs during the last twelve (12) months of the Term then Sublessee shall have the right to terminate this Lease by delivering written notice of termination to Sublessor within fifteen (15) days after (i) receipt of the certification, in the case of (a) above, or (ii) the date of the casualty, in the case of (b) above. Sublessor shall also have the right to terminate this Lease by delivering written notice of termination to Sublessee within sixty (60) days after the date of the casualty if: (x) the estimated cost of repair, as determined by a contractor or architect licensed in the State of Colorado selected by Sublessor, exceeds fifty percent (50%) of the then-replacement value of the Premises; (y) the casualty occurs during the last eighteen (18) months of the Term; or (z) the casualty is not covered, or is not fully covered, by Sublessor's insurance. If this Lease is terminated pursuant to this Section, Sublessor shall have no liability to Sublessee for any damage, loss, or inconvenience suffered by Sublessee as a result of such termination or the casualty, and Sublessee hereby waives any claims against Sublessor arising therefrom.

13. Condemnation. If the entire Premises or substantially all of the Premises shall be taken by right of eminent domain or by condemnation or shall be conveyed in lieu of any such

taking, then this Lease, at the option of either Sublessor or Sublessee exercised by either party giving notice to the other of such termination within thirty (30) days after such taking or conveyance, shall forthwith cease and terminate and the rent shall be duly apportioned as of the date of such taking or conveyance. Sublessee thereupon shall surrender the Premises and all interest therein under this Lease to Sublessor and Sublessor may reenter and take possession of the Premises or remove Sublessee therefrom. In the event less than all of the Premises shall be taken by such proceeding, Sublessor shall promptly repair the Premises as nearly as possible to its condition immediately prior to said taking, unless Sublessor elects not to reconstruct or rebuild. In the event of any such taking or conveyance, Sublessor shall receive the entire award or consideration for the portion of the Premises so taken.

14. Assignment and Subletting. Sublessee shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Sublessee's interest in this Lease or in the Premises without Sublessor's prior written consent. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Sublessor. Any sale of more than 50% of the ownership rights in Sublessee shall be deemed an assignment requiring Sublessor's prior written consent. Regardless of Sublessor's consent or the need to obtain Sublessor's consent, no assignment or subletting shall release Sublessee from this Lease. Acceptance of Fixed Monthly Rent and additional rent from any other person shall not be deemed a waiver by Sublessor of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Sublessor to an assignment or subletting, Sublessee shall deliver to Sublessor a duplicate original of the assignment by Sublessee and assumption by Sublessee's assignee of Sublessee's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

15. Indemnification and Waiver of Liability. Sublessor and its affiliates and their respective members, managers, directors, shareholders, officers, employees, agents, representatives, contractors, successors and assigns (collectively, "Sublessor Indemnitees") shall not be liable for and Sublessee shall indemnify and save harmless any and all Sublessor Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind (individually, a "Claim," and collectively, "Claims"), foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Sublessee or Sublessee's members, managers, directors, shareholders, officers, agents, employees, invitees, representatives and assignees (each, a "Sublessee Representative"); or (b) by any breach, violation or non-performance of any covenant of Sublessee or any Sublessee Representative under this Lease. If any action or proceeding shall be brought by or against any Sublessor Indemnitee in connection with any such Claim, Sublessee, on notice from any Sublessor Indemnitee, shall defend such action or proceeding, at Sublessee's expense, by or through attorneys reasonably satisfactory to such Sublessor Indemnitee. The provisions of this Section shall apply to all activities of Sublessee or any Sublessee Representative with respect to the Premises. Sublessee's obligations under this

Section shall not be limited to the coverage of insurance maintained or required to be maintained by Sublessee under this Lease. In no event shall any Sublessor Indemnitee be liable in any manner to Sublessee or any Sublessee Representative as the result of the acts or omissions of Sublessee or a Sublessee Representative and all liability therefore shall rest with Sublessee. Sublessor shall not be liable for and shall have no obligation to indemnify Sublessee or any Sublessee Representative for any Claims, damage or injury to any person or any property located in or on the Premises as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Sublessor or any Sublessor's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Sublessor, unless caused by the gross negligence or willful misconduct of Sublessor or its employees, agents, contractors or invitees.

16. Limitation of Liability. In no event shall Sublessor, its employees, agents or contractors be liable under this Lease to Sublessee, any Sublessee Representative or any third party claiming by or through Sublessee, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not Sublessee was advised of the possibility of such damages. Sublessee hereby waives any right to recover consequential, incidental, indirect, exemplary, special or punitive damages from Sublessor. The foregoing limitation shall not apply to Sublessor, and Sublessor expressly reserves the right to recover from Sublessee all damages of any kind or nature, including consequential, incidental, indirect, exemplary, special and punitive damages, without limitation, including in connection with (a) Sublessee's holdover or Sublessor's inability to relet the Premises after Sublessee's default as provided for herein, (b) Sublessee's indemnification obligations set forth in Section 15, (c) Sublessee's breach of its environmental obligations under Section 9.2, (d) Sublessee's breach of the assignment and subletting restrictions under Section 14, and (e) any damage to the Premises caused by the acts or omissions of Sublessee or any Sublessee Representative. Sublessee hereby waives any right to offset, deduct or withhold any amounts from Rent on account of any claim against Sublessor, except as expressly set forth in this Lease.

17. Subordination; Attornment. This Lease shall be subject and subordinate at all times to Master Lease, the Association Agreement, the lien of any mortgage or deed of trust or other encumbrance(s) granted by Sublessor on the Premises, whether now existing or hereafter created (a "Senior Mortgage"). This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease to a Senior Mortgage. Nonetheless, in confirmation of such subordination, Sublessor and Sublessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such Senior Mortgage as shall be desired by such mortgagee or party secured or proposed to be secured thereby, and Sublessee hereby appoints Sublessor as its attorney-in-fact, irrevocably, to execute and deliver any such instrument(s) for Sublessee. If the interests of Sublessor in the Premises shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust thereon, Sublessee shall be bound to the transferee at the option of the transferee, under the terms,

covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Sublessor under this Lease, and, if requested by such transferee, Sublessee agrees to attorn to the transferee as its Sublessor. The holder of any mortgage or deed of trust encumbering the Premises, or Sublessor's interest therein, shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Sublessee shall execute and deliver an instrument confirming any such full or partial subordination.

18. Estoppel Certificate. Within ten (10) business days of receipt of written request from Sublessor, Sublessee shall execute, acknowledge and deliver to Sublessor, a written instrument, certifying (a) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; specifying the dates to which Rent and other sums due from Sublessee under this Lease have been paid; (c) stating whether or not to the knowledge of Sublessee, Sublessor is in default, and if so, the reasons for the default; (d) stating the Commencement Date of Term; and (e) providing such other information as is requested by Sublessor.

19. Defaults; Remedies. It is hereby mutually agreed that: (a) if Sublessee shall fail (i) to pay Rent or other sums which Sublessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without demanded therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Sublessee to be kept and performed; or (b) if Sublessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Sublessee shall (i) generally not pay Sublessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Sublessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Sublessee or for all or any portion of Sublessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise; or (e) if Sublessee shall be in default under the Hangar 63-3 Lease (as defined in Section 28) beyond any applicable notice and cure period provided therein, then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Sublessor, Sublessor may:

19.1. Accelerate the entire amount of Rent and all other sums that would become due under this Lease for the remainder of the Term, and such accelerated amount, discounted to present value at the Wall Street Journal Prime Rate, as published in the Western Edition of The Wall Street Journal (the "Prime Rate"), then in effect, shall be immediately due and payable by Sublessee.

19.2. Terminate this Lease, in which event Sublessee shall immediately surrender the Premises to Sublessor. If Sublessee fails to do so, Sublessor may without notice and without prejudice to any other remedy Sublessor may have, enter upon and take possession of the Premises

and expel or remove Sublessee and its effects without being liable to prosecution or any claim for damages therefor; and Sublessee shall indemnify Sublessor for all loss and damage which Sublessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

19.3. Terminate this Lease, in which event Sublessee's event of default should be considered a total breach of Sublessee's obligations under this Lease and Sublessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (a) the costs of recovering the Premises; (b) the unpaid Rent earned as of the date of termination, plus any late charges and interest thereon at a rate per annum from the due date equal to three percent (3%) over the Prime Rate; provided, however, that such interest rate shall never exceed the highest lawful rate; and (c) all other sums of money and damages owing by Sublessee to Sublessor. Sublessee's right of possession shall cease and terminate and Sublessor shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Sublessee.

19.4. Recover (a) the amount by which the unpaid Rent for the balance of the Term exceeds the amount of such Rent loss that Sublessee proves could have been reasonably avoided, both discounted to present value at the Prime Rate then in effect; plus (b) any other amount necessary to compensate Sublessor for all the damages caused by Sublessee's failure to perform its obligations under this Lease (including attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees incurred upon any reletting of the Premises). Sublessor shall have no obligation to mitigate damages; provided, however to the extent required by Applicable Law, Sublessor shall use commercially reasonable efforts to mitigate damages. Efforts by Sublessor to mitigate damages caused by Sublessee's default shall not waive Sublessor's right to recover damages under this section.

19.5. Upon termination of this Lease following a default by Sublessee, Sublessor may relet the Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other conditions as Sublessor, in its sole discretion, deems advisable. Sublessee shall be liable for any deficiency between the Rent and all other sums due under this Lease and the rent and other amounts actually received by Sublessor from reletting, plus all costs and expenses incurred by Sublessor in connection with such reletting, including, without limitation, brokerage fees, attorneys' fees, advertising costs, and the costs of any renovation, alteration, or repair of the Premises reasonably necessary to prepare the Premises for reletting. No act or omission by Sublessor in connection with any reletting shall release or reduce Sublessee's liability hereunder.

19.6. Pursue any combination of such remedies and/or other remedy available to Sublessor on account of such default under Applicable Law.

If Sublessee fails to perform any obligation under this Lease after the expiration of any applicable notice and cure period, Sublessor may (but shall not be obligated to) perform such obligation on behalf of Sublessee. All costs and expenses incurred by Sublessor in performing such obligation (including, without limitation, attorneys' fees) shall be payable by Sublessee as additional rent

within ten (10) days of Sublessor's written demand therefor, together with interest thereon at the rate specified in Section 3.3 from the date such costs and expenses were incurred until paid in full.

Sublessee hereby waives any and all rights of redemption granted by or under any present or future law in the event Sublessee is evicted or dispossessed, or in the event Sublessor obtains possession of the Premises by reason of Sublessee's default or otherwise.

20. Surrender of Premises. At the expiration of the Term, or any earlier termination of this Lease, Sublessee shall surrender the Premises in substantially the same condition it was in on the Commencement Date, ordinary wear and tear and damage by fire or other casualty not Sublessee's responsibility to repair excepted. In the event Sublessee fails to vacate the Premises on a timely basis as required, Sublessee shall be responsible to Sublessor for fees, costs and expenses incurred by Sublessor as a result of such failure, but only after the expiration of the permitted holdover period specified in Section 21 below. All of Sublessee's personal property not removed by Sublessee shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Sublessor without notice to Sublessee or any other person and without obligation to account therefor; and Sublessee shall pay Sublessor all fees, costs and expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of such property. Sublessee's obligation hereunder shall survive the expiration or other termination of this Lease.

21. Holdover. If Sublessee remains in possession of the Premises after the expiration of the Term, Sublessee, at Sublessor's option and within Sublessor's sole discretion, may be deemed a tenant on a month-to-month basis and shall comply with all of the terms of this Lease, except that the Fixed Monthly Rent shall be automatically increased to one hundred fifty percent (150%) of the last Fixed Monthly Rent payable under this Lease. Sublessee shall give Sublessor notice of its intent to hold over no less than six (6) months prior to the expiration of the Term. Nothing herein shall be deemed to be consent to such holding over. Sublessee shall defend, indemnify, protect and hold the Sublessor harmless from and against any and all claims, suits, liabilities, actions, obligations, debts, damages and losses resulting from Sublessee's failure to surrender possession of the Premises upon the expiration of the Term.

22. Limitations on Sublessor's Liability. Notwithstanding any provision of this Lease to the contrary, Sublessee agrees that it shall look only to the Premises (which includes all of Sublessor's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Sublessor under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against any Sublessor; and Sublessee shall not look to the property or assets of any Sublessor Indemnitee in seeking to enforce any obligations or liabilities whatsoever of Sublessor under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Sublessor, and in no event shall any deficiency judgment be sought or obtained against any Sublessor Indemnitee. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Sublessor), employee, agent, or legal representative of any Sublessor Indemnitee shall be personally liable for

any obligations or liabilities of Sublessor under this Lease.

23. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, or by reputable overnight courier service, addressed as follows:

If to Sublessor: Sky Wave Enterprises, LLC
Attn: Wesley G. Waters
[Redacted]

Sky Wave Enterprises, LLC
Attn: Shelly Brailsford
[Redacted]

With copy to: Stijgend Real Estate, LLC
[Redacted]

If to Sublessee: Stevens Aerospace and Defense Systems LLC
13394 E. Control Tower Road
Englewood, CO 80112
Attn: General Manager

With copy to: Stevens Aerospace and Defense Systems LLC
600 Delaware St.
Greenville, SC 29605
Attn: President

Sublessor and Sublessee may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

24. Brokers. Sublessee hereby represents and warrants that Sublessee has not employed any other broker in regard to this Lease and that Sublessee has no knowledge of any other broker being instrumental in bringing about this Lease transaction except Stijgend Real

Estate, LLC, which has acted as Sublessor's leasing agent. Sublessee shall indemnify and defend Sublessor against any expense incurred by Sublessor as a result of any claim for brokerage or other commissions made by any other broker, finder, or agent, whether or not meritorious, employed by Sublessee or claiming by, through, or under Sublessee.

25. Consent of Airport Authority. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that this Lease is subject to and conditioned upon the approval and consent of the Arapahoe County Public Airport Authority, as provided for in the Master Lease.

26. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE RELATIONSHIP OF SUBLESSOR AND SUBLESSEE HEREUNDER.

27. Miscellaneous.

27.1. *No Offer*. This Lease is of no force and effect unless it is signed by Sublessor and Sublessee, and a signed copy of this Lease delivered by Sublessor to Sublessee. The mailing, delivery or negotiation of this Lease by Sublessor or Sublessee or any agent or attorney of Sublessor or Sublessee prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Sublessor or Sublessee to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Sublessor or Sublessee may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

27.2. *Validity of Lease*. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

27.3. *References*. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

27.4. *Non-Waiver by Sublessor*. The rights, remedies, options or elections of Sublessor or Sublessee in this Lease are cumulative, and the failure of Sublessor or Sublessee to enforce performance by the other party of any provision of this Lease applicable to such party, or to exercise any right, remedy, option or election, or the acceptance by Sublessor of the Fixed Monthly Rent or additional rent from Sublessee after any default by Sublessee, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of

Sublessor or Sublessee of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

27.5. *Entire Agreement.* This Lease contains the entire agreement between the parties. No representative, agent or employee of Sublessor has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

27.6. *Effective Law.* This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Colorado without giving effect to its principles of conflicts of law.

27.7. *Captions.* The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

27.8. *Counterparts.* This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

27.9. *Binding Effect.* This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

27.10. *Time of the Essence.* Time is of the essence of this Lease.

27.11. *No Recordation.* Except as expressly permitted herein, neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Sublessee or by anyone acting through, under or on behalf of Sublessee, without Sublessor's prior written consent.

28. Hangar 63-3 Sublease Contingency. Sublessee is concurrently entering into that certain Sublease Agreement (the "Hangar 63-3 Lease") with APP Centennial LLC, a Delaware limited liability company, as sublessor, for that certain leased premises in the Airport commonly known as at 13394 E. Control Tower Road, Centennial, CO 80112 and referred to as Hangar 63-3. Notwithstanding anything to the contrary contained herein, the effectiveness of this Lease is expressly conditioned upon the execution and delivery of the Hangar 63-3 Lease. Neither lease shall become effective unless and until both leases are fully executed and delivered by the parties. If such condition is not satisfied, this Lease shall be void and of no further force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Sublease Agreement has been executed by Sublessor and Sublessee as of the Effective Date.

SUBLESSOR:

SKY WAVE ENTERPRISES, LLC,
a Colorado limited liability company

Signed by:
By: Wesley G. Waters
112AB8FF78A4426...
Name: Wesley G. Waters
Title: _____

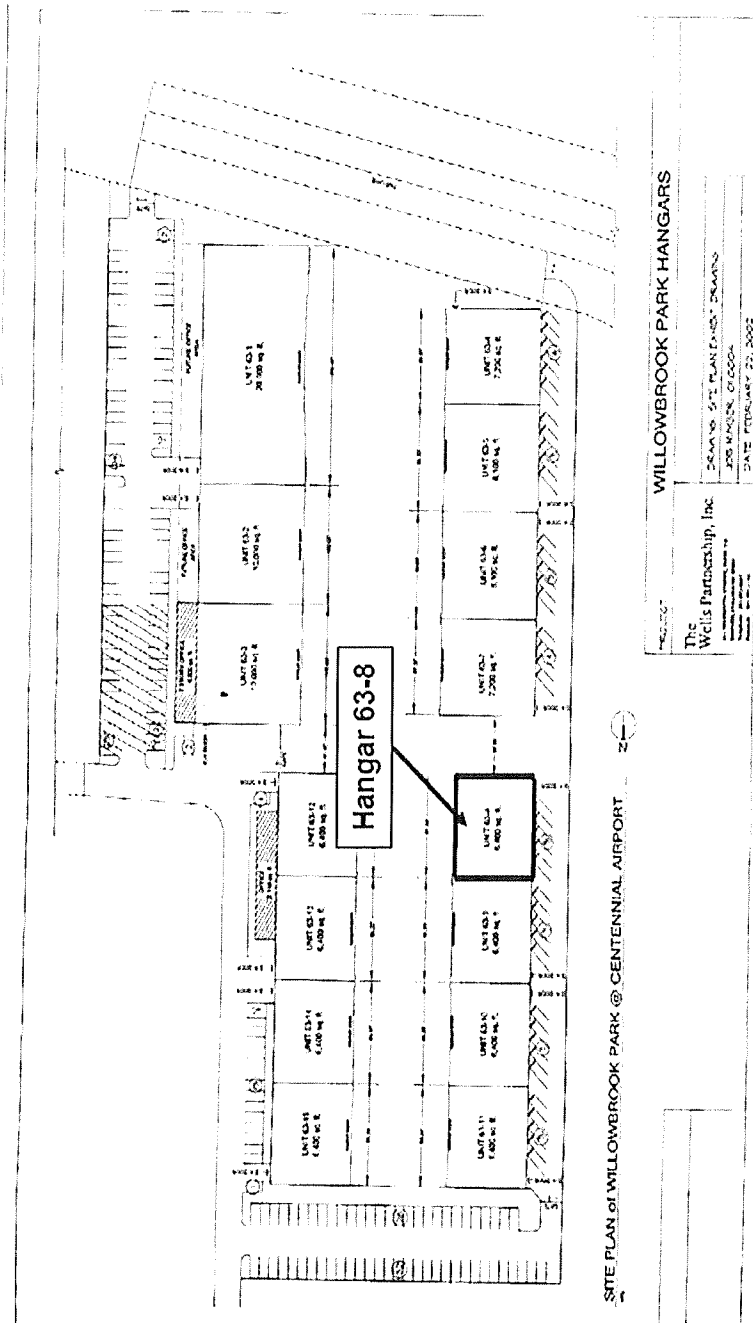
SUBLESSEE:

**STEVENS AEROSPACE AND DEFENSE
SYSTEMS LLC,**
a Delaware limited liability company

Signed by:
By: [Signature]
427EACCE9863411...
Name: _____
Title: _____

EXHIBIT A

Hangar 63-8



CONSENT TO SUBLEASE ON PARCEL 63-3

PURSUANT to Article XIX of Ground Lease and Agreement for Parcel 63-8 Willowbrook Park at Centennial Airport between current lessee, APP Centennial, LLC (“Sublessor”) and Arapahoe County Public Airport Authority (“Authority”), dated April 11, 2002 (hereinafter the “Master Lease”), Authority hereby consents to the Sublease Agreement (hereinafter “Sublease”) between the Landlord and Stevens Aerospace and Defense Systems, LLC (hereinafter “Sublessee”), a copy of which is attached hereto as Exhibit 1.

THIS CONSENT is given under the following provisos:

1. The Sublease is subject to and subordinate to the Master Lease.
2. The Sublease may not be recorded in the records of the Clerk and Recorder of any county by Sublessor or Sublessee.
3. Sublessee shall observe and obey all laws, ordinances, rules and regulations of the United States of America, State of Colorado, Arapahoe County, and the Authority (including Centennial Airport's Minimum Standards for Commercial Aeronautical Activities), which may be applicable to its operations at Centennial Airport.
4. Sublessee shall make no unlawful or offensive use of the leased premises.

APPROVED this 18th day of June 2026.

Arapahoe County Public Airport Authority

(Seal)

Thad Bagnato, Chair

ATTEST:

Jeff Baker, Clerk

Exhibit 1

To

Consent to Sublease on Parcel 63-3

Dated

June 18, 2026

Between

APP Centennial, LLC

And

Stevens Aerospace and Defense System, LLC

**SUBLEASE AGREEMENT
(Willowbrook Park)**

This Sublease Agreement (the "Lease") is dated as of May 18, 2026 (the "Effective Date"), by and between APP CENTENNIAL LLC, a Delaware limited liability company ("Sublessor"), and STEVENS AEROSPACE AND DEFENSE SYSTEMS LLC, a Delaware limited liability company ("Sublessee").

RECITALS

A. Pursuant to that certain Ground Lease and Agreement for Parcel 63-3 Willowbrook Park at Centennial Airport dated April 11, 2002 (as amended, extended, supplemented and assigned, the "Master Lease") between Arapahoe County Public Airport Authority (the "Authority"), as lessor, and Sublessor's predecessor-in-interest, Willowbrook Park, LLC, as lessee, Sublessor is leasing from the Authority a portion of land located at Centennial Airport (the "Airport") commonly known as at 13394 E. Control Tower Road, Centennial, CO 80112, as more particularly described on **Exhibit A** attached hereto and referred to as Hangar 63-3, Willowbrook Park at Centennial Airport, Arapahoe County, Colorado ("Hangar 63-3").

B. By virtue of its leasehold interest in Hangar 63-3, Sublessor is a member of the Willowbrook Park Lessees' Association (the "Association"), which maintains the common and staging areas for use by the Association members who own leasehold estates for hangars in Willowbrook Park and provides certain services for Association members.

C. Sublessor desires to lease to Sublessee and Sublessee desires to lease from Sublessor (i) the airplane hangar portion of Hangar 63-3 consisting of approximately 8,981 square feet of space (the "Hangar Area"), (ii) that certain office area located within Hangar 63-3 designated as office numbers "100," "101," "102," "103," "104," "106," "201," "202," "207," and "208" (collectively, the "Office Area") and more particularly described on **Exhibit B** attached hereto, (iii) the non-exclusive use of the common areas, including the break room and restroom, located in Hangar 63-3, (iv) the unassigned ramp area and parking spaces as depicted on Exhibit A, and (v) easement for ingress and egress to Centennial Airport taxi way ((i), (ii), (iii), (iv), and (v) are collectively referred to herein as the "Premises"), on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties hereby agree as follows:

1. Premises. Sublessor, in consideration of the rents and of the terms and conditions hereinafter contained, does hereby lease to Sublessee, and Sublessee does hereby rent from Sublessor, the Premises. Additionally, Sublessor grants to the Sublessee the full, absolute and unqualified guest rights and privileges in the Association, as provided for in Article 7.07 of the

Agreement Regarding the Willowbrook Park Lessees' Association (the "Association Agreement"), including the use of all related non-exclusive access easements.

2. Term; Commencement; Delivery; Delayed Possession.

2.1. Term. The term of this Lease (the "Term") will commence on the Commencement Date and terminate on June 30, 2029.

2.2. Commencement and Delivery of Possession. The "Commencement Date" shall be the date on which (a) Sublessor has terminated the existing occupancy/sublease of the Premises by Bye Aerospace, Inc. (the "Existing Occupant") and lawfully recovered the right to exclusive possession, and (b) Sublessor tenders actual, exclusive, vacant possession of the Premises to Sublessee. Sublessor shall deliver written confirmation of the Commencement Date when established, and Rent shall commence on the Commencement Date unless expressly provided otherwise in this Article 2. Sublessor represents that it has delivered written notice terminating the Existing Occupant's tenancy/occupancy of the Premises in accordance with applicable law and the governing lease/sublease and is pursuing recovery of possession.

2.3. Target Delivery Date; Automatic Deferral and Abatement. For purposes of this Sublease, the "Target Delivery Date" means June 16, 2026 (or such later date as the parties may agree in writing). The parties acknowledge that the Target Delivery Date is an estimated planning date only and is subject to adjustment in accordance with this Article 2. If Sublessor has not tendered exclusive, vacant possession of the Premises to Sublessee on or before the Target Delivery Date due to the Existing Occupant's holdover or failure to timely vacate (or due to other causes beyond Sublessor's reasonable control), then: (i) the Commencement Date and the Rent Commencement Date shall be deferred automatically until the date Sublessor actually tenders such possession; (ii) Rent shall be abated until the Commencement Date; and (iii) Sublessor shall have no liability to Sublessee for indirect, special, or consequential damages, loss of profits, or similar damages arising out of such delay; provided, however, that Sublessor shall use commercially reasonable efforts to obtain possession, including enforcement of its rights and remedies against the Existing Occupant.

2.4. Rent Commencement; Proration. "Rent Commencement Date" shall mean the Commencement Date. Rent (including all amounts due under this Lease) shall commence and be payable as of the Rent Commencement Date. If, by separate agreement, the Commencement Date is established on a date other than the first day of a calendar month, then Fixed Monthly Rent for such partial month shall be prorated on a per-diem basis based on a thirty (30)-day month.

2.5. Confirmation of Dates. Promptly following the Commencement Date and the Rent Commencement Date, Sublessor may deliver to Sublessee a commencement memorandum confirming the Commencement Date, the Rent Commencement Date, and the expiration date as determined under this Lease. Sublessee shall execute and return such memorandum (with any good-faith corrections reasonably required by Sublessee) within ten (10) business days after receipt.

3. Rent.

3.1. *Fixed Monthly Rent.* For the use and occupancy of the Premises, Sublessee shall pay fixed monthly rent to Sublessor ("Fixed Monthly Rent," and together with all other sums payable to Sublessor hereunder, the "Rent"). Rent for the first year of the Term is \$ [REDACTED].00 starting on the Rent Commencement Date, and payable on the first day of each calendar month in equal monthly installments of \$ [REDACTED].00.

3.2. *Annual Rent Adjustment.* Commencing on each anniversary of the Rent Commencement Date, the Fixed Monthly Rent shall be increased by an amount equal to the greater of (a) [REDACTED] percent ([REDACTED]%) or (b) CPI. "CPI" means the percentage increase in the Consumer Price Index for all Urban consumers (CPI-U), all items, for Denver (1982-84=100) during the immediately preceding year (computed from May 1 to April 30).

3.3. *Payment.* Rent shall be payable in U.S. Dollars at the office of Sublessor specified in Section 23 below, or at such other place as Sublessor may direct in writing. All Rent payable under this Lease shall be paid by Sublessee without notice or demand, and without abatement, offset or deduction of any kind, unless expressly set forth in this Lease and irrespective of any claim Sublessee may have against Sublessor. Rent payments due for any partial month during the Term shall be prorated based on the actual number of days contained in such month. If Sublessee fails to pay any Rent payable under this Lease within ten (10) business days of the date on which such Rent is due, (a) Sublessee shall pay to Sublessor, as additional rent, a late charge of Two Hundred Fifty Dollars (\$250.00), (b) such overdue payment will bear interest at the rate of twelve percent (12%) per annum from the date that such overdue payment was due and payable until paid, and (c) as additional rent, Sublessee shall pay Sublessor, all fees, including attorneys' fees, costs and expenses that may be incurred by Sublessor in enforcing Sublessee's obligations under this Lease. No payment by Sublessee or receipt by Sublessor of an amount less than the then due and owing amounts of full Fixed Monthly Rent, additional rent, or other sums required of Sublessee under this Lease, shall be deemed anything other than a payment on account of the earliest Fixed Monthly Rent, additional rent, or other sum due from Sublessee under this Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Monthly Rent, additional rent, or other sum due from Sublessee under the Lease, shall be deemed an accord and satisfaction of Sublessor. Sublessor may accept any check for payment from Sublessee without prejudice to Sublessor's right to recover the balance of Fixed Monthly Rent, additional rent, or other sum due from Sublessee under the Lease, or to pursue any other right or remedy provided under this Lease or Applicable Law.

3.4. *Security Deposit.* Upon execution and delivery of this Lease, Sublessee shall deposit \$ [REDACTED].00 with Sublessor, as security for the full and faithful performance by Sublessee of all of the terms, conditions and covenants of this Lease on Sublessee's part to be performed (the "Security Deposit"). If Sublessee defaults under this Lease, Sublessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or to compensate Sublessor for any other loss or damage which Sublessor may suffer thereby. If any portion of the Security Deposit is so used or applied, Sublessee shall, within ten (10) days after demand therefore, deposit cash with Sublessor in an amount sufficient to restore the Security Deposit to the full amount thereof. Sublessor shall not be required to maintain the

Security Deposit separate from its general accounts. If Sublessee shall fully perform its obligations under this Lease, the Security Deposit, or any balance thereof that has not theretofore been applied by Sublessor, shall be returned to Sublessee, without payment of any interest, within thirty (30) days after the expiration of the Term, and after Sublessee has vacated the Premises.

4. Use of the Premises.

4.1. *Governing Documents.* Sublessee acknowledges that in addition to this Lease, Sublessee's use and occupancy of the Premises is subject to the terms and conditions contained in the Master Lease and Association Agreement (collectively, the "Documents"), and Sublessee hereby acknowledges receipt of a copy of such Documents. Sublessee covenants to at all times comply with the terms and conditions contained in the Documents in connection with the use and operation of the Premises by Sublessee.

4.2. *Permitted Use.* Sublessee shall use and occupy the Premises only as and for office, aircraft hangar and other uses ancillary to such use, which include, but are not limited to, aircraft maintenance and hangaring of aircraft (the "Permitted Use"). In the event such Permitted Use requires licenses or other governmental approvals, Sublessee shall, at Sublessee's own expense, apply for and obtain required licenses or approvals from the appropriate authorities prior to the Commencement Date. Sublessee agrees and acknowledges that the location of the vehicle overhead door at the Premises allows for the ingress, egress and parking of vehicles and the Sublessee shall not enter the restricted area of the airport for purposes of parking or entering the Premises unless Sublessee has obtained authorization from the Authority. Sublessee shall not commence or alter any operations at the Premises prior to: (a) obtaining all permits, registrations, licenses, certificates and approvals from Sublessor and all applicable governmental authorities required pursuant to any Applicable Laws; and (b) delivering a copy of each permit, registration, license, certificate and approval to Sublessor, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.

4.3. *Restriction on Unlawful Activity.* Sublessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, including, but not limited to any use related in any manner whatsoever to the marijuana industry (including, but not limited to, a marijuana or medical marijuana dispensary, clinic, paraphernalia shop, grow, warehouse, store, or related use), nor as a source of annoyance or embarrassment to Sublessor, nor for any purpose other than herein before specified, without the prior written consent of Sublessor. Sublessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.

5. Services and Utilities. Sublessee shall pay to Sublessor as additional rent (a) Sublessee's proportionate share equal to 76.31% of the natural gas, electricity, and janitorial services for the Office Area, and (b) 100% of the natural gas and electricity for the Hangar Area. Such additional rent shall be due and payable within thirty (30) days of receipt of Sublessor's invoice therefor. Sublessee shall, at Sublessee's own expense, obtain all telephone, cable and

internet services, in its own name and shall pay the costs of such services directly to the applicable provider. Sublessor shall be responsible for the payment of water, ground rent, Association fees, and casualty insurance. Sublessee may contract with a third-party supplier or suppliers for any or all Fixed Based Operators (“FBO”) services, including, among others, fueling, de-icing, towing, lavatory service, potable water service and hazardous material disposal, but Sublessee shall at all times be bound by the terms of this Lease and the Master Lease. Sublessee acknowledges that only Authority-approved FBO are allowed to provide FBO fueling services. In no event will Sublessor be responsible for any obligations under any FBO contract entered into by Sublessee or for payment of any FBO services contracted by, through or under Sublessee.

6. Sublessee’s Right to Quiet Enjoyment. Upon paying the Rent and other sums required of Sublessee under this Lease, and faithfully and fully performing the terms, conditions and covenants of this Lease on Sublessee’s part to be performed, Sublessee shall peaceably and quietly have, hold and enjoy the Premises for the Term. Notwithstanding the foregoing, Sublessee acknowledges and agrees that Air Methods Corporation, the other tenant currently occupying a portion of the Hangar 63-3 office space, is permitted to traverse the hangar areas from the office areas to access the common ramp areas.

7. Condition and Maintenance of the Premises.

7.1. *Condition of the Premises.* Sublessee acknowledges that it has examined the Premises prior to the Effective Date, that Sublessee is fully familiar with the condition of the Premises and that Sublessee accepts the Premises “As-Is,” without any representations or warranties on the part of Sublessor, express or implied, as to the condition of the Premises, including, but not limited to, fitness for a particular use or purpose.

7.2. *Maintenance of the Premises.* Sublessee shall, at Sublessee’s own expense keep and maintain the Premises in a clean condition, free from debris, trash and refuse. Sublessee shall be responsible for any repairs to the Premises arising from any act or omission or the negligence of Sublessee, its agents, contractors, licensees, or employees. Notwithstanding anything to the contrary above, Sublessor shall keep, repair, operate, and maintain the following in good order, condition, and repair, equal to the standard for buildings of similar size and character in the geographic region where the Premises is located, and in compliance with all Applicable Laws and regulations (the “Building Standard”), subject to normal wear and tear: (i) the foundation, footings, exterior walls, structural systems, floors, columns, beams, hangar doors, and roof, gutters, flashings, and downspouts of the Premises and the utility lines serving the Premises; (ii) the heating, ventilating, plumbing, electrical, mechanical, sewer, fire detection and sprinkler located in or adjacent to the Premises; and (iii) the common areas within the Premises, including windows, doors, plate glass, and exterior wall surfaces adjacent to the common areas, and the parking areas; provided, however, that Sublessor’s obligations under this paragraph shall not extend to any damage caused by Sublessee or any of its agents, employees, contractors, or invitees. Sublessee shall give Sublessor detailed written notice of the need for any maintenance Sublessee becomes aware of and Sublessor shall use commercially reasonable efforts to make such repairs within a reasonable time to ensure the Premises meet the Building Standard. Sublessor shall not

be liable to Sublessee for any temporary interruption of services or access during repairs performed pursuant to this Section, and no such interruption shall constitute a constructive eviction or entitle Sublessee to any abatement of Rent. Sublessor's obligations under this Section shall not apply to the extent any maintenance or repair is necessitated by the acts, omissions, negligence, or willful misconduct of Sublessee or any Sublessee Representative, in which case Sublessee shall reimburse Sublessor for the cost of such maintenance or repair as additional rent within thirty (30) days of receipt of Sublessor's invoice.

8. Insurance.

8.1. *Sublessee's Insurance.* Sublessee shall, at its sole cost, obtain and maintain: (a) fire and extended coverage insurance, including endorsements for vandalism, malicious mischief, theft, and sprinkler leakage, covering all of Sublessee's property, including, but not limited to, furniture, additions, fixtures, and anything in the nature of a leasehold improvement in an amount equal to the full replacement cost of such property without deduction for depreciation; (b) public liability insurance, including aircraft liability insurance, bodily injury and property damage, personal injury and contractual liability with respect to all claims, demands or action by any person or entity, in any way arising from, related to, or connected with the conduct and operation of Sublessee's business in the Premises or Sublessee's use of the Premises, such policies shall be written on a comprehensive basis, with a single combined liability limit of not less than Two Million Dollars (\$2,000,000); and (c) Workers Compensation insurance coverage, as required by law.

8.2. *Sublessor's Insurance.* Sublessor shall maintain, or cause to be maintained, during the Term: (a) commercially reasonable property insurance on the Premises, in such form, with such coverage amounts, deductibles, and exceptions as Sublessor shall determine in its sole discretion; (b) Commercial General Liability Insurance in such amounts as Sublessor deems reasonably appropriate; and (c) Workers' Compensation Insurance, as required by law. Sublessor shall have no obligation to insure any property of Sublessee or any Sublessee Representative. Sublessor's insurance obligations under this Section shall not be construed as a guarantee or warranty of coverage for any particular loss or claim, and Sublessee shall have no right to any proceeds of Sublessor's insurance policies. Sublessor may elect to self-insure any or all of the coverages described in this Section, in Sublessor's sole discretion.

9. Compliance with Laws.

9.1. *General Compliance with Laws and Requirements.* Sublessee shall, at Sublessee's own expense, promptly comply with: (a) each and every applicable statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor applicable statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary ("Applicable Law(s)"), applicable to the Premises, Sublessee, Sublessee's use of or operations at the Premises, or all of them; (b) the requirements of any regulatory insurance body; or (c) the requirements of any insurance carrier insuring the Premises. The failure to mention any specific Applicable Law shall not be construed to mean that

Sublessee was not intended to comply with such Applicable Law.

9.2. *Environmental Laws.* Sublessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Sublessee, its agents, employees, contractors, or invitees, except in the ordinary course of Sublessee's business and in compliance with all Applicable Laws. If Sublessee breaches this obligation, Sublessee shall indemnify, defend and hold Sublessor harmless from any and all claims, judgments, damages, penalties, fines, costs or liabilities (including, without limitation, diminution in value of the Premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Sublessor by Sublessee, includes, without limitation, costs incurred in connection with any investigations of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of Hazardous Material on the Premises caused by Sublessee results in any contamination of the Premises, Sublessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the conditions existing prior to the introduction of any such Hazardous Material in the Premises, provided that Sublessor's approval of such actions shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 261) and amendments thereto, or such substances, materials and wastes that are or become regulated under any Applicable Law.

10. Alterations, Additions and Improvements. No alterations, additions or improvements shall be made by Sublessee to the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or otherwise serving the Premises, without the prior written consent of Sublessor. All alterations, additions or improvements and systems installed in or attached to the Premises by Sublessee shall, at the option of Sublessor, upon the expiration or earlier termination of this Lease, belong to and become the property of Sublessor without any payment from Sublessor and if such option is exercised, shall be surrendered by Sublessee in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease. All alterations, additions or improvements consented to by Sublessor shall be performed by Sublessee in a good and workmanlike manner, in compliance with all Applicable Laws. Sublessee shall keep the Premises and the property free from any liens arising out of any work performed, materials furnished, or obligations incurred by Sublessee. Sublessee retains the right to contest any lien or encumbrance upon the Premises provided that Sublessee complies with all statutory obligations required to contest such liens. Sublessee's obligations regarding liens shall be satisfied if during any period that a lien is disputed Sublessee provides a bond (or other similar security) sufficient for the satisfaction of the lien together with costs and interest.

11. Sublessor's Right to Inspect and Repair. Sublessor or Sublessor's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Term at all reasonable hours with twenty-four (24) hours prior notice to Sublessee, for the purpose of: (a) examination; (b) determination whether Sublessee is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be required or permitted pursuant to this Lease, or otherwise necessary by reason of Sublessee's failure to make same after notice to Sublessee to do so and a reasonable opportunity to cure, except in an emergency. This Section shall not be deemed nor construed to create an obligation on the part of Sublessor to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation.

12. Fire and Other Casualty. If the Premises are damaged or destroyed by fire or other casualty, the terms and conditions of the Master Lease regarding repair of the Premises shall apply. If the Master Lease is terminated as a result of such casualty, this Lease shall terminate as of the date of the termination of the Master Lease. If the Premises or any portion of the building materially affecting Sublessee's use of or access to the Premises are damaged or destroyed by fire or other casualty not caused by the negligence or willful misconduct of Sublessee, its agents, contractors, employees, or invitees, the Fixed Monthly Rent, additional rent and other expenses shall abate until such damage or destruction is repaired in proportion to the impairment of Sublessee's use of or access to the Premises; provided, however, that such abatement shall not exceed the amount of rental loss insurance proceeds actually received by Sublessor. Notwithstanding any provision to the contrary contained herein, in the event of a fire or other casualty that (a) renders the Premises untenable for a period of at least one hundred eighty (180) days, as estimated by a certification from an architect or contractor licensed in the State of Colorado selected by Sublessor, or (b) occurs during the last twelve (12) months of the Term then Sublessee shall have the right to terminate this Lease by delivering written notice of termination to Sublessor within fifteen (15) days after (i) receipt of the certification, in the case of (a) above, or (ii) the date of the casualty, in the case of (b) above. Sublessor shall also have the right to terminate this Lease by delivering written notice of termination to Sublessee within sixty (60) days after the date of the casualty if: (x) the estimated cost of repair, as determined by a contractor or architect licensed in the State of Colorado selected by Sublessor, exceeds fifty percent (50%) of the then-replacement value of the Premises; (y) the casualty occurs during the last eighteen (18) months of the Term; or (z) the casualty is not covered, or is not fully covered, by Sublessor's insurance. If this Lease is terminated pursuant to this Section, Sublessor shall have no liability to Sublessee for any damage, loss, or inconvenience suffered by Sublessee as a result of such termination or the casualty, and Sublessee hereby waives any claims against Sublessor arising therefrom.

13. Condemnation. If the entire Premises or substantially all of the Premises shall be taken by right of eminent domain or by condemnation or shall be conveyed in lieu of any such taking, then this Lease, at the option of either Sublessor or Sublessee exercised by either party giving notice to the other of such termination within thirty (30) days after such taking or conveyance, shall forthwith cease and terminate and the rent shall be duly apportioned as of the date of such taking or conveyance. Sublessee thereupon shall surrender the Premises and all interest therein under this Lease to Sublessor and Sublessor may reenter and take possession of

the Premises or remove Sublessee therefrom. In the event less than all of the Premises shall be taken by such proceeding, Sublessor shall promptly repair the Premises as nearly as possible to its condition immediately prior to said taking, unless Sublessor elects not to reconstruct or rebuild. In the event of any such taking or conveyance, Sublessor shall receive the entire award or consideration for the portion of the Premises so taken.

14. Assignment and Subletting. Sublessee shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Sublessee's interest in this Lease or in the Premises without Sublessor's prior written consent. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Sublessor. Any sale of more than 50% of the ownership rights in Sublessee shall be deemed an assignment requiring Sublessor's prior written consent. Regardless of Sublessor's consent or the need to obtain Sublessor's consent, no assignment or subletting shall release Sublessee from this Lease. Acceptance of Fixed Monthly Rent and additional rent from any other person shall not be deemed a waiver by Sublessor of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Sublessor to an assignment or subletting, Sublessee shall deliver to Sublessor a duplicate original of the assignment by Sublessee and assumption by Sublessee's assignee of Sublessee's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

15. Indemnification and Waiver of Liability. Sublessor and its affiliates and their respective members, managers, directors, shareholders, officers, employees, agents, representatives, contractors, successors and assigns (collectively, "Sublessor Indemnitees") shall not be liable for and Sublessee shall indemnify and save harmless any and all Sublessor Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind (individually, a "Claim," and collectively, "Claims"), foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Sublessee or Sublessee's members, managers, directors, shareholders, officers, agents, employees, invitees, representatives and assignees (each, a "Sublessee Representative"); or (b) by any breach, violation or non-performance of any covenant of Sublessee or any Sublessee Representative under this Lease. If any action or proceeding shall be brought by or against any Sublessor Indemnitee in connection with any such Claim, Sublessee, on notice from any Sublessor Indemnitee, shall defend such action or proceeding, at Sublessee's expense, by or through attorneys reasonably satisfactory to such Sublessor Indemnitee. The provisions of this Section shall apply to all activities of Sublessee or any Sublessee Representative with respect to the Premises. Sublessee's obligations under this Section shall not be limited to the coverage of insurance maintained or required to be maintained by Sublessee under this Lease. In no event shall any Sublessor Indemnitee be liable in any manner to Sublessee or any Sublessee Representative as the result of the acts or omissions of Sublessee or a Sublessee Representative and all liability therefore shall rest with Sublessee. Sublessor shall not be liable for and shall have no obligation to indemnify Sublessee or any Sublessee Representative for any Claims, damage or injury to any person or any property located in or on the Premises as a

consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Sublessor or any Sublessor's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Sublessor, unless caused by the gross negligence or willful misconduct of Sublessor or its employees, agents, contractors or invitees.

16. Limitation of Liability. In no event shall Sublessor, its employees, agents or contractors be liable under this Lease to Sublessee, any Sublessee Representative or any third party claiming by or through Sublessee, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not Sublessee was advised of the possibility of such damages. Sublessee hereby waives any right to recover consequential, incidental, indirect, exemplary, special or punitive damages from Sublessor. The foregoing limitation shall not apply to Sublessor, and Sublessor expressly reserves the right to recover from Sublessee all damages of any kind or nature, including consequential, incidental, indirect, exemplary, special and punitive damages, without limitation, including in connection with (a) Sublessee's holdover or Sublessor's inability to relet the Premises after Sublessee's default as provided for herein, (b) Sublessee's indemnification obligations set forth in Section 15, (c) Sublessee's breach of its environmental obligations under Section 9.2, (d) Sublessee's breach of the assignment and subletting restrictions under Section 14, and (e) any damage to the Premises caused by the acts or omissions of Sublessee or any Sublessee Representative. Sublessee hereby waives any right to offset, deduct or withhold any amounts from Rent on account of any claim against Sublessor, except as expressly set forth in this Lease.

17. Subordination; Attornment. This Lease shall be subject and subordinate at all times to Master Lease, the Association Agreement, the lien of any mortgage or deed of trust or other encumbrance(s) granted by Sublessor on the Premises, whether now existing or hereafter created (a "Senior Mortgage"). This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease to a Senior Mortgage. Nonetheless, in confirmation of such subordination, Sublessor and Sublessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such Senior Mortgage as shall be desired by such mortgagee or party secured or proposed to be secured thereby, and Sublessee hereby appoints Sublessor as its attorney-in-fact, irrevocably, to execute and deliver any such instrument(s) for Sublessee. If the interests of Sublessor in the Premises shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust thereon, Sublessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Sublessor under this Lease, and, if requested by such transferee, Sublessee agrees to attorn to the transferee as its Sublessor. The holder of any mortgage or deed of trust encumbering the Premises, or Sublessor's interest therein, shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Sublessee shall execute and

deliver an instrument confirming any such full or partial subordination.

18. Estoppel Certificate. Within ten (10) business days of receipt of written request from Sublessor, Sublessee shall execute, acknowledge and deliver to Sublessor, a written instrument, certifying (a) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; specifying the dates to which Rent and other sums due from Sublessee under this Lease have been paid; (c) stating whether or not to the knowledge of Sublessee, Sublessor is in default, and if so, the reasons for the default; (d) stating the Commencement Date of Term; and (e) providing such other information as is requested by Sublessor.

19. Defaults; Remedies. It is hereby mutually agreed that: (a) if Sublessee shall fail (i) to pay Rent or other sums which Sublessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without demanded therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Sublessee to be kept and performed; or (b) if Sublessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Sublessee shall (i) generally not pay Sublessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Sublessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Sublessee or for all or any portion of Sublessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise; or (e) if Sublessee shall be in default under the Hangar 63-8 Lease (as defined in Section 28) beyond any applicable notice and cure period provided therein, then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Sublessor, Sublessor may:

19.1. Accelerate the entire amount of Rent and all other sums that would become due under this Lease for the remainder of the Term, and such accelerated amount, discounted to present value at the Wall Street Journal Prime Rate, as published in the Western Edition of The Wall Street Journal (the "Prime Rate"), then in effect, shall be immediately due and payable by Sublessee.

19.2. Terminate this Lease, in which event Sublessee shall immediately surrender the Premises to Sublessor. If Sublessee fails to do so, Sublessor may without notice and without prejudice to any other remedy Sublessor may have, enter upon and take possession of the Premises and expel or remove Sublessee and its effects without being liable to prosecution or any claim for damages therefor; and Sublessee shall indemnify Sublessor for all loss and damage which Sublessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

19.3. Terminate this Lease, in which event Sublessee's event of default should be considered a total breach of Sublessee's obligations under this Lease and Sublessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (a) the

costs of recovering the Premises; (b) the unpaid Rent earned as of the date of termination, plus any late charges and interest thereon at a rate per annum from the due date equal to three percent (3%) over the Prime Rate; provided, however, that such interest rate shall never exceed the highest lawful rate; and (c) all other sums of money and damages owing by Sublessee to Sublessor. Sublessee's right of possession shall cease and terminate and Sublessor shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Sublessee.

19.4. Recover (a) the amount by which the unpaid Rent for the balance of the Term exceeds the amount of such Rent loss that Sublessee proves could have been reasonably avoided, both discounted to present value at the Prime Rate then in effect; plus (b) any other amount necessary to compensate Sublessor for all the damages caused by Sublessee's failure to perform its obligations under this Lease (including attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees incurred upon any reletting of the Premises). Sublessor shall have no obligation to mitigate damages; provided, however to the extent required by Applicable Law, Sublessor shall use commercially reasonable efforts to mitigate damages. Efforts by Sublessor to mitigate damages caused by Sublessee's default shall not waive Sublessor's right to recover damages under this section.

19.5. Upon termination of this Lease following a default by Sublessee, Sublessor may relet the Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other conditions as Sublessor, in its sole discretion, deems advisable. Sublessee shall be liable for any deficiency between the Rent and all other sums due under this Lease and the rent and other amounts actually received by Sublessor from reletting, plus all costs and expenses incurred by Sublessor in connection with such reletting, including, without limitation, brokerage fees, attorneys' fees, advertising costs, and the costs of any renovation, alteration, or repair of the Premises reasonably necessary to prepare the Premises for reletting. No act or omission by Sublessor in connection with any reletting shall release or reduce Sublessee's liability hereunder.

19.6. Pursue any combination of such remedies and/or other remedy available to Sublessor on account of such default under Applicable Law.

If Sublessee fails to perform any obligation under this Lease after the expiration of any applicable notice and cure period, Sublessor may (but shall not be obligated to) perform such obligation on behalf of Sublessee. All costs and expenses incurred by Sublessor in performing such obligation (including, without limitation, attorneys' fees) shall be payable by Sublessee as additional rent within ten (10) days of Sublessor's written demand therefor, together with interest thereon at the rate specified in Section 3.3 from the date such costs and expenses were incurred until paid in full.

Sublessee hereby waives any and all rights of redemption granted by or under any present or future law in the event Sublessee is evicted or dispossessed, or in the event Sublessor obtains possession of the Premises by reason of Sublessee's default or otherwise.

20. Surrender of Premises. At the expiration of the Term, or any earlier termination of

this Lease, Sublessee shall surrender the Premises in substantially the same condition it was in on the Commencement Date, ordinary wear and tear and damage by fire or other casualty not Sublessee's responsibility to repair excepted. In the event Sublessee fails to vacate the Premises on a timely basis as required, Sublessee shall be responsible to Sublessor for fees, costs and expenses incurred by Sublessor as a result of such failure, but only after the expiration of the permitted holdover period specified in Section 21 below. All of Sublessee's personal property not removed by Sublessee shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Sublessor without notice to Sublessee or any other person and without obligation to account therefor; and Sublessee shall pay Sublessor all fees, costs and expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of such property. Sublessee's obligation hereunder shall survive the expiration or other termination of this Lease.

21. Holdover. If Sublessee remains in possession of the Premises after the expiration of the Term, Sublessee, at Sublessor's option and within Sublessor's sole discretion, may be deemed a tenant on a month-to-month basis and shall comply with all of the terms of this Lease, except that the Fixed Monthly Rent shall be automatically increased to one hundred fifty percent (150%) of the last Fixed Monthly Rent payable under this Lease. Sublessee shall give Sublessor notice of its intent to hold over no less than six (6) months prior to the expiration of the Term. Nothing herein shall be deemed to be consent to such holding over. Sublessee shall defend, indemnify, protect and hold the Sublessor harmless from and against any and all claims, suits, liabilities, actions, obligations, debts, damages and losses resulting from Sublessee's failure to surrender possession of the Premises upon the expiration of the Term.

22. Limitations on Sublessor's Liability. Notwithstanding any provision of this Lease to the contrary, Sublessee agrees that it shall look only to the Premises (which includes all of Sublessor's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Sublessor under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against any Sublessor; and Sublessee shall not look to the property or assets of any Sublessor Indemnitee in seeking to enforce any obligations or liabilities whatsoever of Sublessor under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Sublessor, and in no event shall any deficiency judgment be sought or obtained against any Sublessor Indemnitee. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Sublessor), employee, agent, or legal representative of any Sublessor Indemnitee shall be personally liable for any obligations or liabilities of Sublessor under this Lease.

23. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, or by reputable overnight courier service, addressed as follows:

If to Sublessor: APP Centennial LLC
2982 Curtis King Blvd.
Fort Pierce, FL 34946
Attention: Mark Johnstone
Email: [REDACTED]

With copy to: Stijgend Real Estate, LLC
[REDACTED]

If to Sublessee: Stevens Aerospace and Defense Systems LLC
13394 E. Control Tower Road
Englewood, CO 80112
Attn: General Manager

With copy to : Stevens Aerospace and Defense Systems LLC
600 Delaware St.
Greenville, SC 29605
Attn: President

Sublessor and Sublessee may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

24. Brokers. Sublessee hereby represents and warrants that Sublessee has not employed any other broker in regard to this Lease and that Sublessee has no knowledge of any other broker being instrumental in bringing about this Lease transaction except Stijgend Real Estate, LLC, which has acted as Sublessor's leasing agent. Sublessee shall indemnify and defend Sublessor against any expense incurred by Sublessor as a result of any claim for brokerage or other commissions made by any other broker, finder, or agent, whether or not meritorious, employed by Sublessee or claiming by, through, or under Sublessee.

25. Consent of Airport Authority. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that this Lease is subject to and conditioned upon the approval and consent of the Arapahoe County Public Airport Authority, as provided for in the Master Lease.

26. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE

RELATIONSHIP OF SUBLESSOR AND SUBLESSEE HEREUNDER.

27. Miscellaneous.

27.1. *No Offer.* This Lease is of no force and effect unless it is signed by Sublessor and Sublessee, and a signed copy of this Lease delivered by Sublessor to Sublessee. The mailing, delivery or negotiation of this Lease by Sublessor or Sublessee or any agent or attorney of Sublessor or Sublessee prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Sublessor or Sublessee to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Sublessor or Sublessee may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

27.2. *Validity of Lease.* The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

27.3. *References.* In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

27.4. *Non-Waiver by Sublessor.* The rights, remedies, options or elections of Sublessor or Sublessee in this Lease are cumulative, and the failure of Sublessor or Sublessee to enforce performance by the other party of any provision of this Lease applicable to such party, or to exercise any right, remedy, option or election, or the acceptance by Sublessor of the Fixed Monthly Rent or additional rent from Sublessee after any default by Sublessee, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Sublessor or Sublessee of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

27.5. *Entire Agreement.* This Lease contains the entire agreement between the parties. No representative, agent or employee of Sublessor has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

27.6. *Effective Law.* This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Colorado without giving effect to its principles of conflicts of law.

27.7. *Captions.* The captions of the paragraphs in this Lease are for reference

purposes only and shall not in any way affect the meaning or interpretation of this Lease.

27.8. *Counterparts.* This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

27.9. *Binding Effect.* This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

27.10. *Time of the Essence.* Time is of the essence of this Lease.

27.11. *No Recordation.* Except as expressly permitted herein, neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Sublessee or by anyone acting through, under or on behalf of Sublessee, without Sublessor's prior written consent.

28. Hangar 63-8 Sublease Contingency. Sublessee is concurrently entering into that certain Sublease Agreement (the "Hangar 63-8 Lease") with Sky Wave Enterprises, LLC, a Colorado limited liability company, as sublessor, for that certain leased premises in the Airport commonly known as at 13322 E. Control Tower Road, Centennial, CO 80112 and referred to as Hangar 63-8. Notwithstanding anything to the contrary contained herein, the effectiveness of this Lease is expressly conditioned upon the execution and delivery of the Hangar 63-8 Lease. Neither lease shall become effective unless and until both leases are fully executed and delivered by the parties. If such condition is not satisfied, this Lease shall be void and of no further force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Sublease Agreement has been executed by Sublessor and Sublessee as of the Effective Date.

SUBLESSOR:

APP CENTENNIAL LLC,
a Delaware limited liability company

By: APP Properties, Inc., a Maryland corporation,
its Sole Member

By: _____
Name: Mark Johnstone
Title: CEO

SUBLESSEE:

**STEVENS AEROSPACE AND DEFENSE
SYSTEMS LLC,**
a Delaware limited liability company

By: _____
Name: Christian Sasfai
Title: President

EXHIBIT A
Hangar 63-3

Replace with

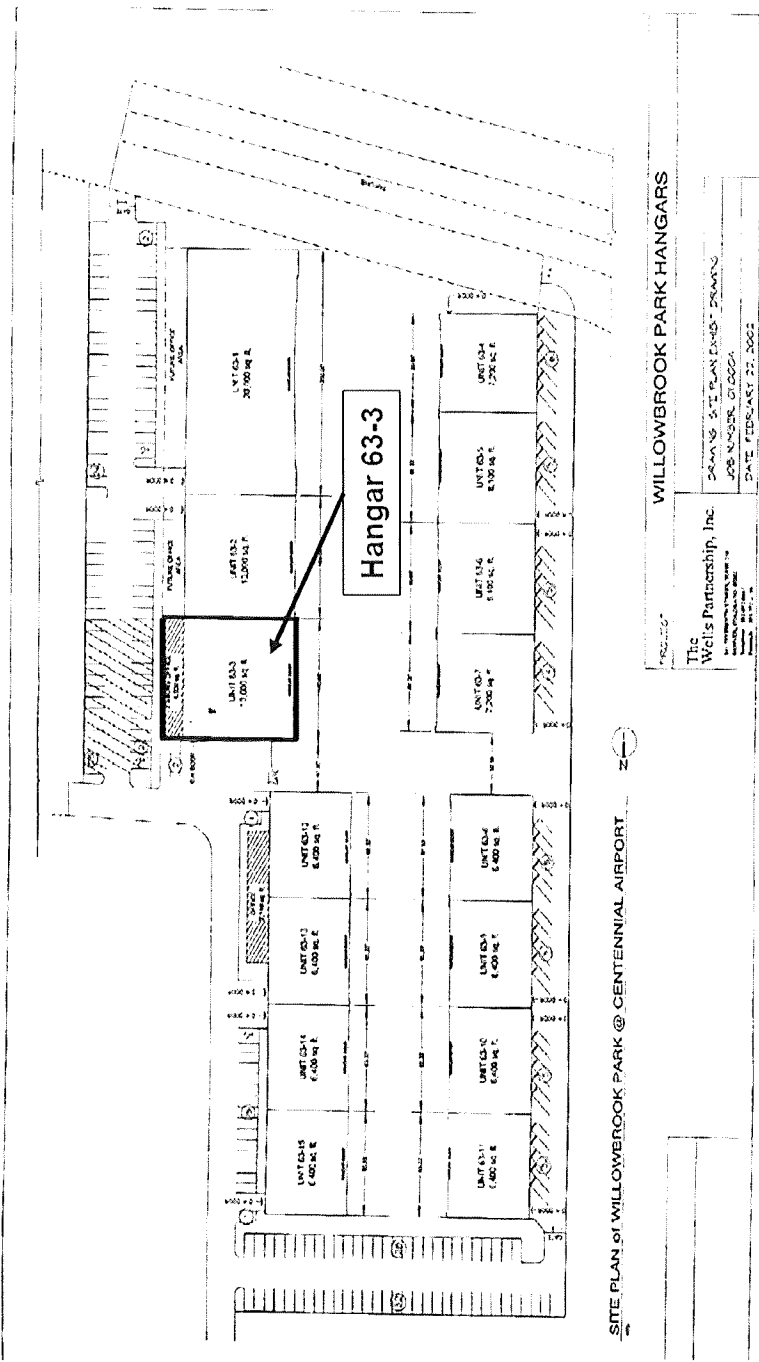
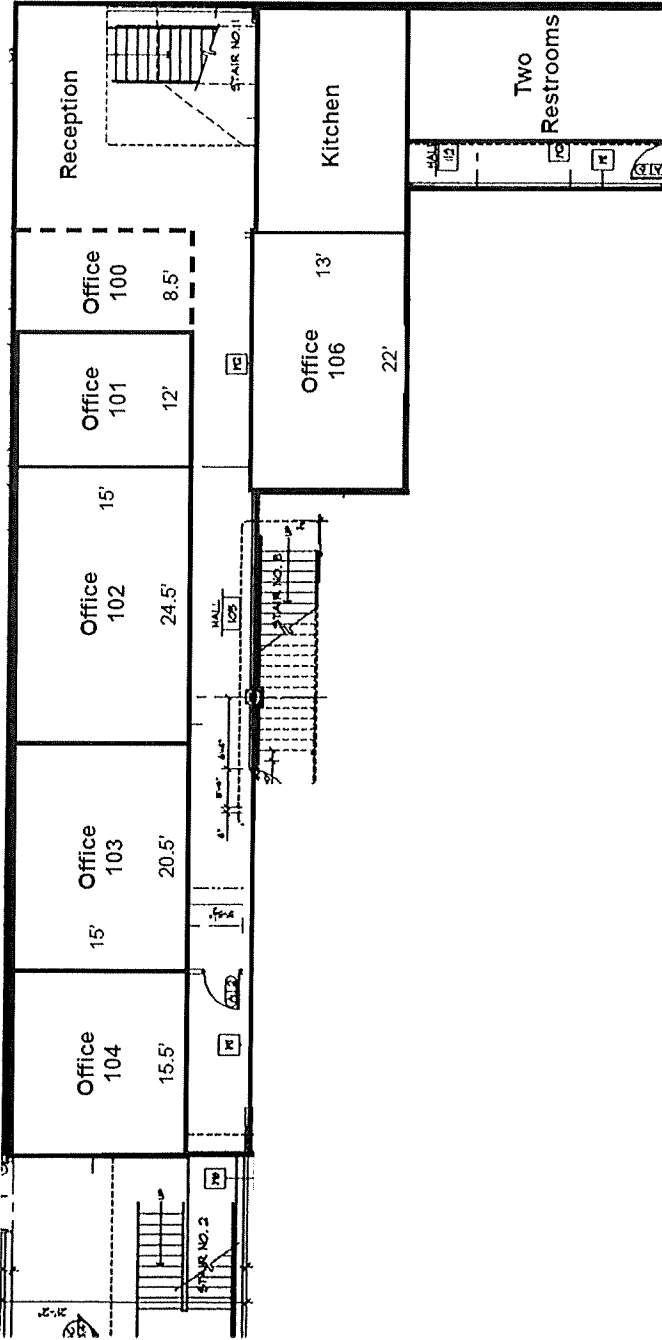
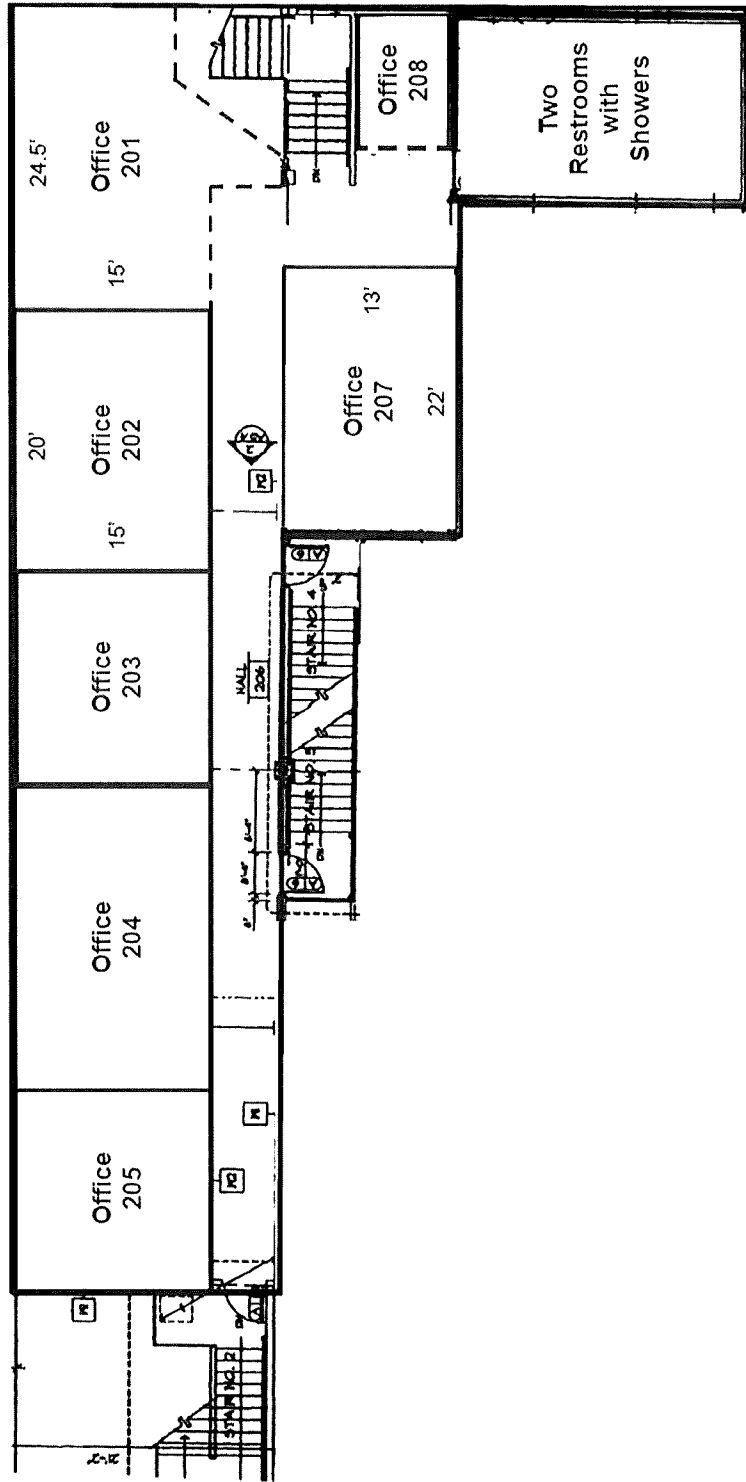


EXHIBIT B
Hangar Area and Office Area

FIRST FLOOR
APPROXIMATE FLOOR PLAN



SECOND FLOOR
APPROXIMATE FLOOR PLAN



**REPORT/ RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AND
RECORD OF ACTION**

June 18, 2026

FROM: Luke Skaflen, Sr. Business Support Specialist

SUBJECT: Consent to Sublease Agreement on Parcel 63-5

RECOMMENDATION: Motion to approve the Consent to Sublease Agreement for Parcel 63-5 and authorize Chair and Clerk to sign.

BACKGROUND: APP Centennial, LLC the Lessee of Parcel 63-5, is requesting the Authority's consent to a Sublease Agreement (the "Sublease") for Centennial Aero-Tech, LLC (the "Sublessee"). The Sublessee is using the hangar for its aircraft repair business. The initial term of the Sublease is for one year from November 1, 2025, with a single one-year option to extend.

The Sublease Agreement and Consent to Sublease are attached as Exhibit A.

Staff recommends approval.

FINANCIAL DATA: N/A

REVIEW BY OTHERS: S. Davenport

PRESENTERS: Luke Skaflen

Action of the Board of Commissioners

	1 st	2 nd	YES	NO	ABS
Bagnato	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Baker	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Beatty	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Campbell	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summey	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

CONSENT TO SUBLEASE ON PARCEL 63-5

PURSUANT to Article XIX of Ground Lease and Agreement for Parcel 63-5 Willowbrook Park at Centennial Airport between current lessee, APP Centennial, LLC (“Sublessor”) and Arapahoe County Public Airport Authority (“Authority”), dated April 11, 2002 (hereinafter the “Master Lease”), Authority hereby consents to the Sublease Agreement (hereinafter “Sublease”) between the Landlord and Centennial Aero-Tech, LLC (hereinafter “Sublessee”), a copy of which is attached hereto as Exhibit 1.

THIS CONSENT is given under the following provisos:

1. The Sublease is subject to and subordinate to the Master Lease.
2. The Sublease may not be recorded in the records of the Clerk and Recorder of any county by Sublessor or Sublessee.
3. Sublessee shall observe and obey all laws, ordinances, rules and regulations of the United States of America, State of Colorado, Arapahoe County, and the Authority (including Centennial Airport's Minimum Standards for Commercial Aeronautical Activities), which may be applicable to its operations at Centennial Airport.
4. Sublessee shall make no unlawful or offensive use of the leased premises.

APPROVED this 18th day of June 2026.

Arapahoe County Public Airport Authority

(Seal)

Thad Bagnato, Chair

ATTEST:

Jeff Baker, Clerk

Exhibit 1

To

Consent to Sublease on Parcel 63-5

Dated

December 9, 2025

Between

APP Centennial, LLC

And

Centennial Aero-Tech, LLC

**SUBLEASE AGREEMENT
(Willowbrook Park)**

This Sublease Agreement (the "Lease") is dated as of December 9, 2025 (the "Effective Date"), by and between APP CENTENNIAL LLC, a Delaware limited liability company ("Sublessor"), and CENTENNIAL AERO-TECH LLC, a Colorado limited liability company ("Sublessee").

RECITALS

A. Pursuant to that certain Ground Lease and Agreement for Parcel 63-5 Willowbrook Park at Centennial Airport dated April 11, 2002 (as amended, extended, supplemented and assigned, the "Master Lease") between Arapahoe County Public Airport Authority (the "Authority"), as lessor, and Sublessor's predecessor-in-interest, Willowbrook Park, LLC, as lessee, Sublessor is leasing from the Authority a portion of land located at Centennial Airport (the "Airport") commonly known as at 13346 E. Control Tower Road, Centennial, CO 80112, as more particularly described on **Exhibit A** attached hereto and referred to as Hangar 63-5, Willowbrook Park at Centennial Airport, Arapahoe County, Colorado ("Hangar 63-5").

B. By virtue of its leasehold interest in Hangar 63-5, Sublessor is a member of the Willowbrook Park Lessees' Association (the "Association"), which maintains the common and staging areas for use by the Association members who own leasehold estates for hangars in Willowbrook Park and provides certain services for Association members.

C. Sublessor desires, and has authority and permission, to lease to Sublessee and Sublessee desires to lease from Sublessor Hangar 63-5 consisting of approximately 8,100 square feet of space, plus common area staging area and easement for ingress and egress to Centennial Airport taxi way (the "Premises"), on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties hereby agree as follows:

1. Premises. Sublessor, in consideration of the rents and of the terms and conditions hereinafter contained, does hereby lease to Sublessee, and Sublessee does hereby rent from Sublessor, the Premises. Additionally, Sublessor grants to the Sublessee the full, absolute and unqualified guest rights and privileges in the Association, as provided for in Article 7.07 of the Agreement Regarding the Willowbrook Park Lessees' Association (the "Association Agreement"), including the use of all related non-exclusive access easements.

2. Term; Extension Option.

2.1. *Term.* The term of this Lease (the "Term") commences on November 1, 2025 (the "Commencement Date") and will terminate on October 31, 2026 (the "Initial Term").

2.2. *Option to Extend Term.* Provided Sublessee is not in default under this Lease, Sublessee shall have one (1) option (the "Extension Option") to extend the Initial Term of the Lease for a period of one (1) year ("Extension Term" and collectively with the Initial Term, the "Term") by: (i) providing Sublessor with written notice of Sublessee's election to exercise the Extension Option (the "Option Notice") no later than May 1, 2026. Failure to properly exercise the Extension Option within the specified timeframe shall cause the Extension Option to be null and void. All other terms of the Lease shall remain the same during the Extension Term, except that the Fixed Monthly Rent shall be increased pursuant to Article 3 below.

3. Rent.

3.1. *Fixed Monthly Rent.* For the use and occupancy of the Premises, Sublessee shall pay fixed monthly rent to Sublessor ("Fixed Monthly Rent," and together with all other sums payable to Sublessor hereunder, the "Rent"). Fixed Monthly Rent for the first year of the Term is [REDACTED] payable in equal monthly installments of [REDACTED]. Fixed Monthly Rent for the Extension Term shall be increased pursuant to Section 3.2 below.

3.2. *Annual Rent Adjustment.* Provided Sublessee properly exercises the Extension Option, commencing on November 1, 2026, Fixed Monthly Rent for the Extension Term shall be increased by an amount equal to the greater of (a) [REDACTED] or (b) CPI. "CPI" means the percentage increase in the Consumer Price Index for all Urban consumers (CPI_U), all items, for Denver (1982-84=100) during the immediately preceding year (computed from October 1 to September 30).

3.3. *Payment.* Rent shall be payable in U.S. Dollars at the office of Sublessor specified in Section 23 below, or at such other place as Sublessor may direct in writing. All Rent payable under this Lease shall be paid by Sublessee without notice or demand, and without abatement, offset or deduction of any kind, unless expressly set forth in this Lease and irrespective of any claim Sublessee may have against Sublessor. Rent payments due for any partial month during the Term shall be prorated based on the actual number of days contained in such month. If Sublessee fails to pay any Rent payable under this Lease within ten (10) business days of the date on which such Rent is due, (a) Sublessee shall pay to Sublessor, as additional rent, a late charge of Two Hundred Fifty Dollars (\$250.00), (b) such overdue payment will bear interest at the rate of twelve percent (12%) per annum from the date that such overdue payment was due and payable until paid, and (c) as additional rent, Sublessee shall pay Sublessor, all fees, including attorneys' fees, costs and expenses that may be incurred by Sublessor in enforcing Sublessee's obligations under this Lease. No payment by Sublessee or receipt by Sublessor of an amount less than the then due and owing amounts of full Fixed Monthly Rent, additional rent, or other sums required of Sublessee under this Lease, shall be deemed anything other than a payment on account of the earliest Fixed Monthly Rent, additional rent, or other sum due from Sublessee under this Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Monthly Rent, additional rent, or other sum due from Sublessee under the Lease, shall be deemed an accord and satisfaction of Sublessor. Sublessor may accept any check for payment from

Sublessee without prejudice to Sublessor's right to recover the balance of Fixed Monthly Rent, additional rent, or other sum due from Sublessee under the Lease, or to pursue any other right or remedy provided under this Lease or Applicable Law.

3.4. *Security Deposit.* Upon execution and delivery of this Sublease, Sublessee shall deposit \$ [REDACTED] with Sublessor, as security for the full and faithful performance by Sublessee of all of the terms, conditions and covenants of this Sublease on Sublessee's part to be performed (the "Security Deposit"). If Sublessee defaults under this Sublease, Sublessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or to compensate Sublessor for any other loss or damage which Sublessor may suffer thereby. If any portion of the Security Deposit is so used or applied, Sublessee shall, within ten (10) days after demand therefore, deposit cash with Sublessor in an amount sufficient to restore the Security Deposit to the full amount thereof. Sublessor shall not be required to maintain the Security Deposit separate from its general accounts. If Sublessee shall fully perform its obligations under this Sublease, the Security Deposit, or any balance thereof that has not theretofore been applied by Sublessor, shall be returned to Sublessee, without payment of any interest, within thirty (30) days after the expiration of the Term, and after Sublessee has vacated the Premises.

4. Use of the Premises.

4.1. *Governing Documents.* Sublessee acknowledges that in addition to this Lease, Sublessee's use and occupancy of the Premises is subject to the terms and conditions contained in the Master Lease and Association Agreement (collectively, the "Documents"), and Sublessee hereby acknowledges receipt of a copy of such Documents. Sublessee covenants to at all times comply with the terms and conditions contained in the Documents in connection with the use and operation of the Premises by Sublessee. To the extent expenses, fees, costs, rents, taxes, assessments or other amounts due under the Documents increase during the Term, Sublessee will pay as additional rent to Sublessor its pro-rata share of any such increase.

4.2. *Permitted Use.* Sublessee shall use and occupy the Premises only as and for an aircraft hangar and other uses ancillary to such use, which include, but are not limited to, light aircraft maintenance and hangaring of aircraft (the "Permitted Use"). In the event such Permitted Use requires licenses or other governmental approvals, Sublessee shall, at Sublessee's own expense, apply for and obtain such required licenses or approvals from the appropriate authorities. Sublessee agrees and acknowledges that the location of the vehicle overhead door at the Premises allows for the ingress, egress and parking of vehicles and the Sublessee shall not enter the restricted area of the airport for purposes of parking or entering the Premises unless Sublessee has obtained authorization from the Authority. Sublessee shall not commence or alter any operations at the Premises prior to: (a) obtaining all permits, registrations, licenses, certificates and approvals from Sublessor and all applicable governmental authorities required pursuant to any Applicable Laws; and (b) delivering a copy of each permit, registration, license, certificate and approval to Sublessor, together with a copy of the application upon which such permit, registration, license, certificate and approval is based.

4.3. *Restriction on Unlawful Activity.* Sublessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, including, but not limited to any use related in any manner whatsoever to the marijuana industry (including, but not limited to, a marijuana or medical marijuana dispensary, clinic, paraphernalia shop, grow, warehouse, store, or related use), nor as a source of annoyance or embarrassment to Sublessor, nor for any purpose other than herein before specified, without the prior written consent of Sublessor. Sublessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.

5. Services and Utilities. Sublessor shall, at Sublessor's own expense, furnish water to the Premises for use in lavatories and drinking fountains. Sublessee shall, at Sublessee's own expense and in Sublessee's name, obtain and maintain electricity, heating and air conditioning, telephone and other communication services, janitorial services, and any other services necessary for Sublessee's use of the Premises (collectively, the "Utilities"). Sublessee will pay the cost of the foregoing Utilities directly to the applicable service provider and all accounts will be in Sublessee's name. Sublessee will pay to Sublessor any and all amounts billed to Sublessor on account of the Utilities utilized during the Term. Sublessee may contract with a third-party supplier or suppliers for any or all FBO services, including, among others, fueling, de-icing, towing, lavatory service, potable water service and hazardous material disposal, but Sublessee shall at all times be bound by the terms of this Lease and the Master Lease. Sublessee acknowledges that only Authority-approved Fixed Base Operators (FBO) are allowed to provide FBO fueling services. In no event will Sublessor be responsible for any obligations under any FBO contract entered into by Sublessee or for payment of any FBO services contracted by, though or under Sublessee

6. Sublessee's Right to Quiet Enjoyment. Upon paying the Rent and other sums required of Sublessee under this Lease, and faithfully and fully performing the terms, conditions and covenants of this Lease on Sublessee's part to be performed, Sublessee shall peaceably and quietly have, hold and enjoy the Premises for the Term, and Extension Term, as applicable.

7. Condition and Maintenance of the Premises.

7.1. *Condition of the Premises.* Sublessee acknowledges that it has examined the Premises prior to the Effective Date, that Sublessee is fully familiar with the condition of the Premises and that Sublessee accepts the Premises "As-Is," without any representations or warranties on the part of Sublessor, express or implied, as to the condition of the Premises, including, but not limited to, fitness for a particular use or purpose.

7.2. *Maintenance of the Premises.* Sublessee shall, at Sublessee's own expense keep and maintain the Premises in a clean condition, free from debris, trash and refuse. Sublessee shall be responsible for any repairs to the Premises arising from an act or the negligence of Sublessee, its agents or employees. Notwithstanding anything to the contrary above, Sublessor shall keep, repair, operate, and maintain the following in good order, condition, and repair, equal to the standard for buildings of similar size and character in the geographic region where the

Premises is located, and in compliance with all applicable laws and regulations (the "Building Standard"): (i) the foundation, footings, exterior walls, structural systems, floors, columns, beams, hangar doors, and roof, gutters, flashings, and downspouts of the Premises and the utility lines serving the Premises; (ii) the "Premises Systems" (which shall include heating, ventilating, plumbing, electrical, mechanical, sewer, fire detection and sprinkler) located in or adjacent to the Premises; and (iii) the common areas within the Premises, including windows, doors, plate glass, and exterior wall surfaces adjacent to the Common Areas, and the parking areas. Sublessee shall give Sublessor notice of the need for any maintenance Sublessee becomes aware of and Sublessor shall promptly make all repairs necessary and appropriate to ensure the Premises meets the Building Standard. Sublessee shall be responsible for any repairs to the Premises arising from any act or omission or the negligence of Sublessee, its agents, contractors, licensees, or employees.

8. Insurance.

8.1. *Sublessee's Insurance.* Sublessee shall, at its sole cost, obtain and maintain: (a) fire and extended coverage insurance, including endorsements for vandalism, malicious mischief, theft, and sprinkler leakage, covering all of Sublessee's property, including, but not limited to, furniture, additions, fixtures, and anything in the nature of a leasehold improvement in an amount equal to the full replacement cost of such property without deduction for depreciation; (b) public liability insurance, including aircraft liability insurance, bodily injury and property damage, personal injury and contractual liability with respect to all claims, demands or action by any person or entity, in any way arising from, related to, or connected with the conduct and operation of Sublessee's business in the Premises or Sublessee's use of the Premises, such policies shall be written on a comprehensive basis, with a single combined liability limit of not less than Two Million Dollars (\$2,000,000); and (c) Workers Compensation insurance coverage, as required by law.

8.2. *Sublessor's Insurance.* Sublessor, at its own cost and expense, shall take out or cause to be taken out, and keep or cause to be kept, in full force and effect during the whole of the term: (a) property insurance written on an ISO special causes of loss form for coverage on the Premises, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Sublessor may determine, in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated; (b) Commercial General Liability Insurance for coverage against claims for property damage and bodily injury, including death, in such form and subject to such deductions and exceptions as Sublessor may determine in an amount not less than Seven Million (\$7,000,000) per occurrence; and (c) Workers' Compensation Insurance, as required by law.

9. Compliance with Laws.

9.1. *General Compliance with Laws and Requirements.* Sublessee shall, at Sublessee's own expense, promptly comply with: (a) each and every applicable statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor applicable statutes, ordinances, codes, rules, regulations, orders,

directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary ("Applicable Law(s)"), applicable to the Premises, Sublessee, Sublessee's use of or operations at the Premises, or all of them; (b) the requirements of any regulatory insurance body; or (c) the requirements of any insurance carrier insuring the Premises. The failure to mention any specific Applicable Law shall not be construed to mean that Sublessee was not intended to comply with such Applicable Law.

9.2. *Environmental Laws.* Sublessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Sublessee, its agents, employees, contractors, or invitees, except in the ordinary course of Sublessee's business and in compliance with all Applicable Laws. If Sublessee breaches this obligation, Sublessee shall indemnify, defend and hold Sublessor harmless from any and all claims, judgments, damages, penalties, fines, costs or liabilities (including, without limitation, diminution in value of the Premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Sublessor by Sublessee, includes, without limitation, costs incurred in connection with any investigations of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of Hazardous Material on the Premises caused by Sublessee results in any contamination of the Premises, Sublessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the conditions existing prior to the introduction of any such Hazardous Material in the Premises, provided that Sublessor's approval of such actions shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 261) and amendments thereto, or such substances, materials and wastes that are or become regulated under any Applicable Law.

10. Alterations, Additions and Improvements. No alterations, additions or improvements shall be made by Sublessee to the Premises, nor to any air conditioning system, heating system, plumbing system, electrical system, nor shall antennas or fixtures be installed in or otherwise serving the Premises, without the prior written consent of Sublessor. All alterations, additions or improvements and systems installed in or attached to the Premises by Sublessee shall, at the option of Sublessor, upon the expiration or earlier termination of this Lease, belong to and become the property of Sublessor without any payment from Sublessor and if such option is exercised, shall be surrendered by Sublessee in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease. All alterations, additions or improvements consented to by Sublessor shall be performed by Sublessee in a good and workmanlike manner, in compliance with all Applicable Laws. Sublessee shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by

Sublessee. Sublessee retains the right to contest any lien or encumbrance upon the Premises provided that Sublessee complies with all statutory obligations required to contest such liens. Sublessee's obligations regarding liens shall be satisfied if during any period that a lien is disputed Sublessee provides a bond (or other similar security) sufficient for the satisfaction of the lien together with costs and interest.

11. Sublessor's Right to Inspect and Repair. Sublessor or Sublessor's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Term at all reasonable hours with 24 hours prior notice to Sublessee, for the purpose of: (a) examination; (b) determination whether Sublessee is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be required or permitted pursuant to this Lease, or otherwise necessary by reason of Sublessee's failure to make same after notice to Sublessee to do so and a reasonable opportunity to cure, except in an emergency. This Section shall not be deemed nor construed to create an obligation on the part of Sublessor to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation. Except in the case of an emergency, Sublessor's entrance into and upon the Premises shall not unreasonably interfere with Sublessee's business operations.

12. Fire and Other Casualty. If the Premises are damaged or destroyed by fire or other casualty, the terms and conditions of the Master Lease regarding repair of the Premises shall apply. If the Master Lease is terminated as a result of such casualty, this Lease shall terminate as of the date of the termination of the Master Lease. If the Premises or any portion of the building materially affecting Sublessee's use of or access to the Premises are damaged or destroyed by fire or other casualty not caused by the negligence or willful misconduct of Sublessee, its agents, contractors, employees, or invitees, the Fixed Monthly Rent, additional rent and other expenses shall abate until such damage or destruction is repaired in proportion to the impairment of Sublessee's use of or access to the Premises. Notwithstanding any provision to the contrary contained herein, in the event of a fire or other casualty that (a) renders the Premises untenable for a period of ninety (90) days, as estimated by a certification from an architect or contractor licensed in the State of Colorado selected by Sublessor, or (b) occurs during the last twelve (12) months of the Term then Sublessee shall have the right to terminate this Lease by delivering written notice of termination to Sublessor within fifteen (15) days after (i) receipt of the certification, in the case of (a) above, or (ii) the date of the casualty, in the case of (b) above.

13. Condemnation. If the entire Premises or substantially all of the Premises shall be taken by right of eminent domain or by condemnation or shall be conveyed in lieu of any such taking, then this Lease, at the option of either Sublessor or Sublessee exercised by either party giving notice to the other of such termination within thirty (30) days after such taking or conveyance, shall forthwith cease and terminate and the rent shall be duly apportioned as of the date of such taking or conveyance. Sublessee thereupon shall surrender the Premises and all interest therein under this Lease to Sublessor and Sublessor may reenter and take possession of the Premises or remove Sublessee therefrom. In the event less than all of the Premises shall be taken by such proceeding, Sublessor shall promptly repair the Premises as nearly as possible to

its condition immediately prior to said taking, unless Sublessor elects not to reconstruct or rebuild. In the event of any such taking or conveyance, Sublessor shall receive the entire award or consideration for the portion of the Premises so taken.

14. Assignment and Subletting. Sublessee shall not voluntarily or by operation of law assign, sublet, mortgage or otherwise transfer or encumber all or any part of Sublessee's interest in this Lease or in the Premises without Sublessor's prior written consent. Any attempted assignment, subletting, mortgage, transfer or encumbrance without such consent shall be void as against Sublessor. Regardless of Sublessor's consent or the need to obtain Sublessor's consent, no assignment or subletting shall release Sublessee from this Lease. Acceptance of Fixed Monthly Rent and additional rent from any other person shall not be deemed a waiver by Sublessor of any provision of this Lease. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of a consent by Sublessor to an assignment or subletting, Sublessee shall deliver to Sublessor a duplicate original of the assignment by Sublessee and assumption by Sublessee's assignee of Sublessee's obligations under this Lease, or a duplicate original of the sublease, as the case may be. Notwithstanding any provisions of this Section 14 to the contrary, Sublessee shall be permitted to sublet a portion of the Premises, not to exceed 2,050 square feet thereof, to Mcellen Corporation, a Delaware corporation ("Mcellen"), without obtaining Sublessor's prior written consent; provided, however, Sublessee acknowledges and agrees that prior to entering into such sublease with Mcellen, Sublessee shall, if required by the terms of the Master Lease, obtain the prior written consent of the Authority.

15. Indemnification and Waiver of Liability. Sublessor and its affiliates and their respective members, managers, directors, shareholders, officers, employees, agents, representatives, contractors, successors and assigns (collectively, "Sublessor Indemnitees") shall not be liable for and Sublessee shall indemnify and save harmless any and all Sublessor Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys' fees and costs of investigation) and actions of any kind (individually, a "Claim," and collectively, "Claims"), foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Sublessee or Sublessee's members, managers, directors, shareholders, officers, agents, employees, invitees, representatives and assignees (each, a "Sublessee Representative"); or (b) by any breach, violation or non-performance of any covenant of Sublessee or any Sublessee Representative under this Lease. If any action or proceeding shall be brought by or against any Sublessor Indemnitee in connection with any such Claim, Sublessee, on notice from any Sublessor Indemnitee, shall defend such action or proceeding, at Sublessee's expense, by or through attorneys reasonably satisfactory to such Sublessor Indemnitee. The provisions of this Section shall apply to all activities of Sublessee or any Sublessee Representative with respect to the Premises. Sublessee's obligations under this Section shall not be limited to the coverage of insurance maintained or required to be maintained by Sublessee under this Lease. In no event shall any Sublessor Indemnitee be liable in any manner to Sublessee or any Sublessee Representative as the result of the acts or omissions of Sublessee or a Sublessee Representative and all liability therefore shall rest with Sublessee. Sublessee and its affiliates and their respective members, managers, directors, shareholders, officers, employees,

agents, representatives, contractors, successors and assigns (collectively, "Sublessee Indemnitees") shall not be liable for and Sublessor shall indemnify and save harmless any and all Sublessee Indemnitees from and against Claims, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Sublessor or Sublessor's members, managers, directors, shareholders, officers, agents, employees, invitees, representatives and assignees (each, a "Sublessor Representative"); or (b) by any breach, violation or non-performance of any covenant of Sublessor or any Sublessor Representative under this Lease. If any action or proceeding shall be brought by or against any Sublessee Indemnatee in connection with any such Claim, Sublessor, on notice from any Sublessee Indemnatee, shall defend such action or proceeding, at Sublessor's expense, by or through attorneys reasonably satisfactory to such Sublessee Indemnatee. The provisions of this Section shall apply to all activities of Sublessor or any Sublessor Representative with respect to the Premises. Notwithstanding the foregoing, Sublessor shall not be liable for and shall have no obligation to indemnify Sublessee or any Sublessee Representative for any Claims, damage or injury to any person or any property located in or on the Premises as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Sublessor or any Sublessor Representative, or attributable to any interference with, interruption of or failure beyond the control of Sublessor, unless caused by the gross negligence or willful misconduct of Sublessor or any Sublessor Representative.

16. Limitation of Liability. Except with respect to Sublessor's damages related to Sublessee's holdover or Sublessor's inability to relet the Premises after Sublessee's default as provided for herein and with respect to Sublessee's indemnification obligations set forth in Section 15, in no event shall either party, its employees, agents or contractors be liable under this Lease to the other party or any third party, for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.

17. Subordination; Attornment. This Lease shall be subject and subordinate at all times to Master Lease, the Association Agreement, the lien of any mortgage or deed of trust or other encumbrance(s) granted by Sublessor on the Premises, whether now existing or hereafter created (a "Senior Mortgage"). This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease to a Senior Mortgage. Nonetheless, in confirmation of such subordination, Sublessor and Sublessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such Senior Mortgage as shall be desired by such mortgagee or party secured or proposed to be secured thereby, and Sublessee hereby appoints Sublessor as its attorney-in-fact, irrevocably, to execute and deliver any such instrument(s) for Sublessee. If the interests of Sublessor in the Premises shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust thereon, Sublessee shall be bound to the transferee at the option of the transferee, under the terms,

covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Sublessor under this Lease, and, if requested by such transferee, Sublessee agrees to attorn to the transferee as its Sublessor. The holder of any mortgage or deed of trust encumbering the Premises, or Sublessor's interest therein, shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Sublessee shall execute and deliver an instrument confirming any such full or partial subordination.

18. Estoppel Certificate. Within ten (10) business days of receipt of written request from Sublessor, Sublessee shall execute, acknowledge and deliver to Sublessor, a written instrument, certifying (a) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; specifying the dates to which Rent and other sums due from Sublessee under this Lease have been paid; (c) stating whether or not to the knowledge of Sublessee, Sublessor is in default, and if so, the reasons for the default; (d) stating the Commencement Date of Term; and (e) providing such other information as is requested by Sublessor.

19. Defaults; Remedies. It is hereby mutually agreed that: (a) if Sublessee shall fail (i) to pay Rent or other sums which Sublessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without deemed therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Sublessee to be kept and performed; or (b) if Sublessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Sublessee shall (i) generally not pay Sublessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Sublessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Sublessee or for all or any portion of Sublessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Sublessor, Sublessor may:

19.1. Terminate this Lease, in which event Sublessee shall immediately surrender the Premises to Sublessor. If Sublessee fails to do so, Sublessor may without notice and without prejudice to any other remedy Sublessor may have, enter upon and take possession of the Premises and expel or remove Sublessee and its effects without being liable to prosecution or any claim for damages therefor; and Sublessee shall indemnify Sublessor for all loss and damage which Sublessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

19.2. Terminate this Lease, in which event Sublessee's event of default should be considered a total breach of Sublessee's obligations under this Lease and Sublessee immediately shall become liable for such damages for such breach, in an amount equal to the total of (a) the costs of recovering the Premises; (b) the unpaid Rent earned as of the date of termination, plus any

late charges and interest; and (c) all other sums of money and damages owing by Sublessee to Sublessor. Sublessee's right of possession shall cease and terminate and Sublessor shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Sublessee.

19.3. The right to recover (a) the amount by which the unpaid Rent for the balance of the Term exceeds the amount of such Rent loss that Sublessee proves could have been reasonably avoided, both discounted to present value at the Prime Rate then in effect; plus (b) any other amount necessary to compensate Sublessor for all the damages caused by Sublessee's failure to perform its obligations under this Lease (including attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees incurred upon any reletting of the Premises). Sublessor shall use commercially reasonable efforts to mitigate damages, but efforts by Sublessor to mitigate damages caused by Sublessee's default shall not waive Sublessor's right to recover damages under this section.

19.4. Pursue any combination of such remedies and/or other remedy available to Sublessor on account of such default under Applicable Law.

20. Surrender of Premises. At the expiration of the Term, or any earlier termination of this Lease, Sublessee shall surrender the Premises in substantially the same condition it was in on the Commencement Date, ordinary wear and tear and damage by fire or other casualty not Sublessee's responsibility to repair excepted. In the event Sublessee fails to vacate the Premises on a timely basis as required, Sublessee shall be responsible to Sublessor for fees, costs and expenses incurred by Sublessor as a result of such failure, but only after the expiration of the permitted holdover period specified in Section 21 below. All of Sublessee's personal property not removed by Sublessee shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Sublessor without notice to Sublessee or any other person and without obligation to account therefor; and Sublessee shall pay Sublessor all fees, costs and expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of such property. Sublessee's obligation hereunder shall survive the expiration or other termination of this Lease.

21. Holdover. If Sublessee remains in possession of the Premises after the expiration of the Term, Sublessee, at Sublessor's option and within Sublessor's sole discretion, may be deemed a tenant on a month-to-month basis and shall comply with all of the terms of this Lease, except that the Fixed Monthly Rent shall be automatically increased to one hundred fifty percent (150%) of the last Fixed Monthly Rent payable under this Lease. Sublessee shall give Sublessor notice of its intent to hold over no less than six (6) months prior to the expiration of the Term. Nothing herein shall be deemed to be consent to such holding over. Sublessee shall defend, indemnify, protect and hold the Sublessor harmless from and against any and all claims, suits, liabilities, actions, obligations, debts, damages and losses resulting from Sublessee's failure to surrender possession of the Premises upon the expiration of the Term.

22. Limitations on Sublessor's Liability. Notwithstanding any provision of this Lease to the contrary, Sublessee agrees that it shall look only to the Premises (which includes all of Sublessor's equity or interest therein, including proceeds of sale, insurance and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Sublessor under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against any Sublessor; and Sublessee shall not look to the property or assets of any Sublessor Indemnitee in seeking to enforce any obligations or liabilities whatsoever of Sublessor under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Sublessor, and in no event shall any deficiency judgment be sought or obtained against any Sublessor Indemnitee. No person who is an officer, director, shareholder (or principal or partner of any non-corporate Sublessor), employee, agent, or legal representative of any Sublessor Indemnitee shall be personally liable for any obligations or liabilities of Sublessor under this Lease.

23. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, or by reputable overnight courier service, addressed as follows:

If to Sublessor:	APP Centennial LLC [REDACTED] [REDACTED]
With copy to:	Will Schippers Stijgend Real Estate, LLC [REDACTED] [REDACTED]
If to Sublessee:	Centennial Aero-Tech LLC Attn: Scott H. Smith 13000 E Control Tower Road, Unit L6 Englewood, CO 80112

Sublessor and Sublessee may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or when mailed if sent by certified or registered mail, return receipt requested.

24. Brokers. Sublessee hereby represents and warrants that Sublessee has not employed any other broker in regard to this Lease and that Sublessee has no knowledge of any other broker being instrumental in bringing about this Lease transaction except Stijgend Real Estate, LLC ("Sublessor's Broker"), which has acted as Sublessor's leasing agent. Sublessee shall indemnify and defend Sublessor against any expense incurred by Sublessor as a result of any claim for brokerage or other commissions made by any other broker, finder, or agent, whether or not

meritorious, employed by Sublessor or claiming by, through, or under Sublessee.

25. Consent of Airport Authority. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that this Lease is subject to and conditioned upon the approval and consent of the Arapahoe County Public Airport Authority, as provided for in the Master Lease.

26. Miscellaneous.

26.1. *No Offer.* This Lease is of no force and effect unless it is signed by Sublessor and Sublessee, and a signed copy of this Lease delivered by Sublessor to Sublessee. The mailing, delivery or negotiation of this Lease by Sublessor or Sublessee or any agent or attorney of Sublessor or Sublessee prior to the execution and delivery of this Lease as set forth in this subparagraph shall not be deemed an offer by Sublessor or Sublessee to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Sublessor or Sublessee may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

26.2. *Validity of Lease.* The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

26.3. *References.* In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

26.4. *Non-Waiver by Sublessor.* The rights, remedies, options or elections of Sublessor or Sublessee in this Lease are cumulative, and the failure of Sublessor or Sublessee to enforce performance by the other party of any provision of this Lease applicable to such party, or to exercise any right, remedy, option or election, or the acceptance by Sublessor of the Fixed Monthly Rent or additional rent from Sublessee after any default by Sublessee, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Sublessor or Sublessee of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

26.5. *Entire Agreement.* This Lease contains the entire agreement between the parties. No representative, agent or employee of Sublessor has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

26.6. *Effective Law.* This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Colorado without giving effect to its principles of conflicts of law.

26.7. *Captions.* The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

26.8. *Counterparts.* This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

26.9. *Binding Effect.* This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

26.10. *Time of the Essence.* Time is of the essence of this Lease.

26.11. *No Recordation.* Except as expressly permitted herein, neither this Lease, nor any memorandum, affidavit or other writing with respect to this Lease, shall be recorded by Sublessee or by anyone acting through, under or on behalf of Sublessee, without Sublessor's prior written consent.

26.12. *Right of First Offer to Lease.* Subject to the provisions of this paragraph, during the Term of this Lease and provided that Sublessee is not then in default thereunder, Sublessee shall have a right of first offer to lease any hangar space that Sublessor leases from the Authority at the Airport (the "ROFO Premises") and which Sublessor intends to market for lease to the general public (the "ROFO"). Sublessee's ROFO shall be deemed an "Option" and is subject to all of the provisions and limitations set forth herein. If, at any time during the Term, Sublessor decides, in its sole and absolute discretion, that it is interested in leasing any ROFO Premises, Sublessor shall notify Sublessee in writing of such interest which notice shall include the terms upon which Sublessor is marketing the ROFO Premises to the general public (the "ROFO Notice"). Sublessor is not, however, under any obligation to lease any ROFO Premises. If Sublessor should send a ROFO Notice to Sublessee with respect to any ROFO Premises and Sublessee wishes to exercise Sublessee's ROFO with respect to such ROFO Premises, then within fifteen (15) days of delivery of the ROFO Notice to Sublessee, Sublessee shall deliver notice to Sublessor of Sublessee's desire to exercise its ROFO with respect to such ROFO Premises (the "ROFO Acceptance"). The ROFO Acceptance shall be in the form of a binding offer to lease the ROFO Premises upon the terms set forth in the ROFO Notice. If Sublessee does not deliver to Sublessor its ROFO Acceptance with respect to the applicable ROFO Premises within the specified delivery period, time being of the essence, then Sublessee's ROFO with respect to such ROFO Premises shall automatically terminate and Sublessee shall be deemed to have elected not to exercise its ROFO. If Sublessee delivers the required ROFO Acceptance in a timely fashion, then Sublessor shall prepare, and the parties shall execute, a lease for the ROFO Property on the terms set forth in the ROFO Notice. In addition to the provisions of this paragraph, if this Lease or Sublessee's right to possession of all or any portion of the Premises shall terminate in any

manner whatsoever, then immediately upon such termination the ROFO herein granted shall simultaneously terminate and become null and void and of no force or effect whatsoever. Time is of the essence with regard to Sublessee's ROFO. Sublessee's ROFO is intended to apply only to voluntary leases involving new third party lessees and shall not apply therefore: to lease renewals, modifications, or extensions of existing leases for any ROFO Premises, to leases to an entity related to the Sublessor, to intra-family or intra-ownership leases, or to leases by Sublessor to a trust created by Sublessor or if Sublessor is a trust to leases to a trust beneficiary.

[Signature Page Follows]

IN WITNESS WHEREOF, this Sublease Agreement has been executed by Sublessor and Sublessee as of the Effective Date.

Sublessor:

APP CENTENNIAL LLC,
a Delaware limited liability company

By: APP Properties, Inc.,
a Maryland corporation, its Sole Member

DocuSigned by:
By: Dan Harrow
Name: Daniel Harrow
Title: CEO

Sublessee:

CENTENNIAL AERO-TECH LLC,
a Colorado limited liability company

Signed by:
By: Scott Smith
Name: Scott H. Smith
Title: President

EXHIBIT A

