

**AMENDMENT 1 TO LAND LEASE AGREEMENT BETWEEN THE
COLORADO AIR AND SPACE PORT AND REACTION ENGINES, INC.**

THIS AMENDMENT 1 is made and entered into this _____ day of _____, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Colorado Air and Space Port, and Reaction Engines, Inc., a U.S. company incorporated in the State of Delaware, with offices located at 514 Perry Street, Suite C203, Castle Rock, Colorado, 80104 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport and Reaction Engines, Inc., entered into a Land Lease ("Lease"), dated August 8, 2017, regarding land at the Front Range Airport; and,

B. WHEREAS, Tenant is the current owner of the Land Lease, and continues to occupy the leased premises, located at 5125 30th Avenue; and,

C. WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and Adams County officially changed the facility's name from Front Range Airport to Colorado Air and Space Port; and,

D. WHEREAS, Adams County reassigned the address of the leased premises to 40200 E 51st Avenue, Watkins CO 80137; and

E. WHEREAS, the Tenant desires to increase the size of the leased area from the current 10,790 square feet to 141,900 square feet and the Landlord desires to lease this expanded area to the Tenant, as shown on the amended Exhibit A; and,

F. WHEREAS, the Landlord has established the new rent breakdown to be \$0.34 per square foot per year for the current occupied area of 11,000 square feet and \$0.14 per square foot per year for the unoccupied area of 130,900; and,

G. WHEREAS, land lease for future structures will be charged at the prevailing structure land lease rate; and,

H. WHEREAS Landlord and Tenant have agreed to amortize the water/sewer connection tap fee over the first 10 years of the lease at a rate of \$1,857.60 per year; and,

I. WHEREAS the parties wish to reduce the initial Lease term five (5) years ending to July 31, 2022, to comply with the maximum lease term for non-aeronautical properties.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

Term. The initial term of this Lease shall be for five years commencing August 1, 2017 and ending July 31, 2022. Thereafter, additional five (5) year renewal terms may be offered at the Landlord's sole discretion provided the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Colorado Air and Space Port, and the Landlord has determined that the building is in good repair. The Tenant may terminate this Lease without penalty if the Tenant does not receive the HTX contract award from the United States Government or at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

2. Section 4 of the Lease is replaced with the following:

Rent. The leasehold space shall consist of occupied space of 11,000 square feet and the unoccupied space of 130,900 square feet for a total of 141,900 square feet. The annual rent for said leasehold space for the first five years of this Lease commencing upon execution hereof, shall be Three Thousand Seven Hundred and Forty and no 100^{ths} Dollars (\$3,740.00), computed at the annual rate of thirty-four cents (\$0.34) per square foot, times the building footprint of seventy (70) feet by fifty (50) feet plus fifteen (15) feet on all four sides plus thirty (30) feet by twenty (20) feet plus fifteen (15) feet on all four sides, or eleven thousand (11,000) square feet and Eighteen Thousand, Three Hundred and Twenty Six and no 100^{ths} Dollars (\$18,326.00), computed at the annual rate of fourteen cents (\$0.14) per square foot, times the unoccupied space of one hundred and thirty thousand, nine hundred (130,900) square feet, as shown on Exhibit "A", for a total of Twenty Two Thousand, Sixty Six and no 100^{ths} Dollars (\$22,066).

- d. Tap Fees shall be amortized over the first 10 years of this Lease at a rate of One Thousand, Eight Hundred and Fifty-Seven and Sixty 100ths Dollars (\$1,857.60) per year, to be paid in conjunction with the annual lease payment.
- e. Future structures built on the leasehold shall be charged at the prevailing structure land lease rate.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

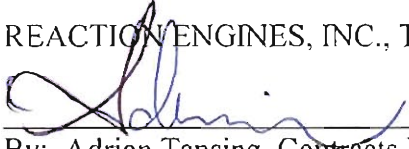
By: Chair

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

REACTION ENGINES, INC., TENANT



By: Adrian Tansing, Contracts Manager