

**AMENDMENT 1 TO UNIMPROVED LAND LEASE AGREEMENT BETWEEN
THE COLORADO AIR AND SPACE PORT AND T-83 COMPLEX
WINDCHASER CONDOMINIUM ASSOCIATION, 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 T-83 Complex Windchaser Condominium Association, Inc., located at 37600 E. 50th, Watkins, CO 80137 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and Ronald C. Webster entered into a Unimproved Land Lease ("Lease"), dated June 1, 1999, regarding land at the Front Range Airport; and,

B. WHEREAS, Ronald C. Webster sold the hangar to T-83 Complex Windchaser Condominium Association, Inc., ("Tenant") on May 19, 2003; and,

C. WHEREAS, Tenant is the current owner of the Unimproved Land Lease, and will indemnify Landlord in the event anyone challenges the assignment; and,

D. WHEREAS, Tenant continues to occupy the leased premises; and,

E. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

F. 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,

G. WHEREAS, the initial term of the Lease will expire on May 31, 2019, and by means of this Amendment 1 the parties wish to extend the term to May 31, 2049, bringing the Lease to the maximum 50 year term.

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 fifty years commencing June 1, 1999 and ending at midnight on May 31, 2049. Tenant must remain in full compliance with the terms of this Lease and the Minimum Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the Landlord's reasonable satisfaction at all times during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the Landlord, ownership of the building(s) shall revert to the Airport at the end of this Lease. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this Lease.

2. Tenant indemnifies Landlord for any claims made by any person challenging Tenant's ownership of the Lease.

3. Except as modified by this Amendment 1, the terms of the Lease shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

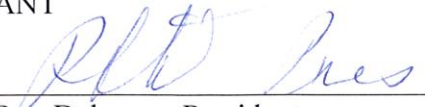
By: Chair

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

T-83 COMPLEX WINDCHASWER
CONDOMINIUM ASSOCIATION, INC.,
TENANT



By: Ron Delcamp, President