

SIXTH AMENDMENT TO GROUND LEASE

This SIXTH AMENDMENT TO GROUND LEASE (“**Sixth Amendment**”) is made as of June 24, 2026, by and between HD POWERS LLC, a Colorado limited liability company (“**Landlord**”), and CHICK-FIL-A, INC., a Georgia corporation (“**Tenant**”), with reference to the following facts:

R E C I T A L S:

A. Landlord and Tenant have previously entered into that certain Ground Lease dated August 1, 2025 (the “**Original Lease**”), as amended by that certain First Amendment to Ground Lease dated October 16, 2025, that certain Second Amendment to Ground Lease dated December 23, 2025, that certain Third Amendment to Ground Lease dated February 12, 2026, that certain Fourth Amendment to Ground Lease dated March 17, 2026, and that certain Fifth Amendment to Ground Lease dated April 22, 2026 (as so amended, collectively, the “**Lease**”) for the lease of approximately 1.42 acres of land located in the City of Colorado Springs, El Paso County, Colorado, as described and depicted on Exhibit A of the Lease, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (collectively, the “**Demised Premises**”), as further described in the Lease.

B. Landlord and Tenant desire to amend the Lease to extend the Inspection Period as provided herein.

C. All capitalized terms not otherwise defined in this Sixth Amendment shall have the same meanings as set forth in the Lease. Effective as of the date hereof, all references in the Lease to the “Lease” shall refer to the Lease as amended by this Sixth Amendment.

A G R E E M E N T:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease in the following respects:

1. **Inspection Period.** Notwithstanding anything to the contrary contained in the Lease, the Inspection Period shall be extended until 7:00 p.m. Eastern Time on Friday, August 28, 2026. All dates in the Lease determined by reference to the Inspection Period shall refer to the Inspection Period as amended by this Sixth Amendment.

2. **Conflict.** In the event of a conflict between the terms and conditions of this Sixth Amendment and the terms and conditions of the Lease, the terms and conditions of this Sixth Amendment shall control.

3. **No Further Modifications.** Except as set forth in this Sixth Amendment, all other terms and provisions of the Lease shall be and remain unmodified and in full force and effect.

4. **Counterparts.** This Sixth Amendment may be executed in counterparts (including facsimile counterparts), each of which shall be deemed an original, and all such counterparts, when

taken together, shall constitute one agreement. The parties hereto consent and agree that this Sixth Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (i) to the extent a party signs this Sixth Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Sixth Amendment electronically, and (ii) the electronic signatures appearing on this Sixth Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sixth Amendment as of the date first set forth above.

LANDLORD:

HD POWERS LLC,
a Colorado limited liability company

Signed by:
By: Kevin Hawkins
Name: Kevin B. Hawkins
Title: Manager

TENANT:

CHICK-FIL-A, INC.,
a Georgia corporation

DocuSigned by:
By: Vance Burgess
Name: Vance Burgess
Title: Executive Director

(CORPORATE SEAL)

Certificate Of Completion

Envelope Id: 3A31B2F1-B071-8159-838C-86BE1521CE00

Status: Completed

Subject: Signature Request with Docusign: Powers & Palmer Park FSU 05934 (Colorado Springs) Sixth Amendment

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kim Hullett

AutoNav: Enabled

5200 Buffington Road

Envelopeld Stamping: Enabled

Atlanta, GA 30349

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

kim.hullett@cfacorp.com

IP Address: 2601:c4:4400:ed

Record Tracking

Status: Original

Holder: Kim Hullett

Location: DocuSign

6/26/2026 1:19:30 PM

kim.hullett@cfacorp.com

Signer Events

Signature

Timestamp

Lydia Lake

Completed

Sent: 6/26/2026 1:21:28 PM

lydia.lake@cfacorp.com

Viewed: 6/29/2026 1:32:30 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 65.158.106.194

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Vance Burgess

DocuSigned by:

Vance Burgess
53EDE5E27ABC4E2...

Sent: 6/29/2026 1:32:36 PM

vance.burgess@cfacorp.com

Resent: 6/29/2026 2:01:53 PM

Executive Director

Viewed: 6/29/2026 2:14:52 PM

Chick-fil-A, Inc.

Signed: 6/29/2026 2:15:04 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.217.78.125

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Cole Martinez

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Sent: 6/26/2026 1:21:27 PM

cmartinez@allenmatkins.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Lynette Curtin

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Sent: 6/26/2026 1:21:28 PM

lynette.curtin@cfacorp.com

Viewed: 6/29/2026 2:26:59 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
James Spitzer james.spitzer@cfacorp.com Director, Real Estate Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2026 1:32:35 PM
Jonathan Lorenzen jlorenzen@allenmatkins.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2026 1:32:36 PM Viewed: 6/29/2026 2:17:48 PM
Lauren Palmer LPalmer@allenmatkins.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2026 1:32:36 PM
Steve Schwartz steve.schwartz@cfacorp.com Sr. Principal Development Lead Chick-fil-A, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2026 1:32:37 PM
Tabby Hartwig tabby.krebs@cfacorp.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2026 1:32:37 PM Viewed: 6/29/2026 3:14:29 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2026 1:21:28 PM
Certified Delivered	Security Checked	6/29/2026 2:14:52 PM
Signing Complete	Security Checked	6/29/2026 2:15:04 PM
Completed	Security Checked	6/29/2026 2:15:04 PM
Payment Events	Status	Timestamps