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LEASE AGREEMENT

Between

BRANCH BANKING AND TRUST COMPANY,  
as Sublessor

and

OURAY COUNTY, COLORADO,  
as Sublessee

Dated as of April 1, 2018

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**AFTER THIS INSTRUMENT HAS BEEN RECORDED, PLEASE RETURN TO:**

Cory G. Kalanick, Esq.  
SHERMAN & HOWARD L.L.C.  
633 17th Street, Suite 3000  
Denver, Colorado 80202

Pursuant to Section 39-13-104(1)(i) of the Colorado Revised Statutes, as amended, this Lease Purchase Agreement is exempt from the documentary fee.

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## LEASE AGREEMENT

LEASE AGREEMENT (this "Lease"), made as of April 1, 2018 between BRANCH BANKING AND TRUST COMPANY, a ~~national banking~~North Carolina state corporation, having an office and place of business at 5130 Parkway Plaza Boulevard, Charlotte, North Carolina, as sublessor ("BB&T"), and OURAY COUNTY, COLORADO, as sublessee hereunder, having its main office and place of business at 541 Fourth St., Ouray, Colorado (the "County").

### RECITALS:

A. The County is a duly and regularly created, organized and existing county and political subdivision, existing as such under and by virtue of the Constitution and laws of the State of Colorado (the "State").

B. The County has the power, pursuant to Sections 30-11-101(b) and (c) and 30-11-104.1, Colorado Revised Statutes, as amended, to lease, as lessor or as lessee, real and personal property, together with any facilities thereon, and to enter into lease-purchase agreements for the purpose of financing County buildings or equipment used or to be used for governmental purposes, which agreements may include an option to purchase, transfer and acquire title to such leased or rented property and the improvements thereon, if any, within a period not exceeding the useful life of such property and any improvements, but in no case exceeding 30 years.

C. The Board of County Commissioners of the County (the "Board") has determined, and does hereby determine, that it is in the best interest of the County and its inhabitants and in furtherance of the County's governmental functions and operations to acquire, renovate, construct, improve and equip certain improvements and upgrades to the County Courthouse, as further described in Exhibit B hereto, and to pay the costs of executing and delivering the Site Agreement and this Lease (the "Project").

D. The County Courthouse is located on the land owned by the County, described in Exhibit B attached hereto and made a part hereof (the "Land").

E. In order to facilitate the financing of the costs of acquiring, renovating, constructing, improving and equipping certain improvements and upgrades to the County Courthouse, the County has entered into that certain Site Agreement, dated the date hereof (the "Site Agreement") between the County, as lessor, and BB&T, as lessee, whereby BB&T has acquired a leasehold interest in the Land and the premises, buildings and improvements situated or to be situated on the Land as described in Exhibit B attached hereto (collectively, the "Leased Property").

F. The County desires to sublease the Leased Property from BB&T pursuant to this Lease.

G. In consideration for the sublease of the Leased Property under this Lease, the County agrees to pay BB&T rentals ("Rent") at such times and in such amounts set forth herein

and otherwise in accordance with the terms hereof, and Rent shall be comprised of principal or interest components as set forth herein.

H. It is the intention of the parties to this Lease that the obligation of the County hereunder to pay Rent shall apply only to the current fiscal year in which such Rent is due and payable hereunder; shall constitute currently budgeted expenditures of the County; shall not constitute a mandatory charge or requirement in any ensuing fiscal year; and shall constitute neither a general obligation, a direct or indirect multiple-fiscal year financial obligation or other indebtedness of the County within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligations, nor a mandatory payment obligation of the County in any ensuing fiscal year beyond any fiscal year during which this Lease shall be in effect, and should the County fail, for any reason, to appropriate funds to pay Rent or any other obligations arising hereunder for any ensuing fiscal year, such event of non-appropriation shall not result in the imposition of any obligations whatsoever on the County hereunder.

I. It is the further intention of the parties to this Lease that neither this Lease nor the Site Agreement shall directly or indirectly obligate the County to make any payments beyond those appropriated for any fiscal year during which this Lease and the Site Agreement shall be in effect.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

~~ARTICLE I~~

ARTICLE I

DEFINITIONS

Section 1.01 ~~Section 1.01~~ Defined Terms Generally. In addition to the words and terms elsewhere defined in this Lease, including the Recitals hereto, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“After Payment Termination Value” has the meaning given that term in Section 4.05 hereto.

“Applicable Rate” means the rate per annum set forth in Exhibit A hereto, representing the embedded rate per annum used to determine the interest portion of Rent.

“Authorized County Representative” means (i) the Chair of the Board, (ii) the County Administrator or (iii) such other person duly authorized to act on behalf of the County, who shall be designated by written certification of the Chair of the Board furnished to BB&T and containing the specimen signature of such other person. The designation of the Authorized County Representative may be changed by the County from time to time by furnishing a new certificate to BB&T.

“BB&T” means Branch Banking and Trust Company, a ~~national banking~~ North Carolina state corporation and its successors or assigns, as lessor hereunder.

“Board” means the Board of County Commissioners of the County.

“Business Day” means any day other than a Saturday, a Sunday, a day on which banking institutions or governmental offices are authorized by law to close for general banking purposes in Denver, Colorado or a day on which the principal office of BB&T or the County is unable to open or be open for reasons not related to its financial condition.

“Certification” or “Certificate” means a written certification required or permitted by the provisions of this Lease or the Site Agreement, signed and delivered to BB&T or other proper person or persons.

“Chair” means the Chair of the Board of the County, or his or her successor in function.

“Closing Date” means the date set forth in Exhibit A hereto.

“County” means Ouray County, Colorado.

“County Administrator” means the County Administrator of the County, or his or her successor in function.

“County Clerk” means the County Clerk of the County, or his or her successor in function.

“County Courthouse” means the buildings and fixtures located on the Land, as more particularly described in Exhibit B, which are leased by the County to BB&T under the Site Agreement and subleased by BB&T to the County under this Lease.

“Default” means default by the County in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Lease or the Site Agreement, exclusive of any notice or period of grace required to constitute a default an “Event of Default” as described in Section 10.01 of this Lease.

~~“Escrow Agreement” means the Escrow Agreement dated the date hereof between the County and BB&T, as escrow agent.~~

“Event of Default” means an Event of Default described in Section 10.01 of this Lease, which has not been cured or waived in accordance with the terms hereof.

“Event of Nonappropriation” has the meaning given that term in Section 4.06 hereof.

“Exhibit A” means Exhibit A attached to this Lease, which is incorporated in and made a part of this Lease and given the same force and effect as if the same were fully set forth herein.

“Exhibit B” means Exhibit B attached to this Lease, which is incorporated in and made a part of this Lease and given the same force and effect as if the same were fully set forth herein.

“Exhibit C” means Exhibit C attached to this Lease, which is incorporated in and made a part of this Lease and given the same force and effect as if the same were fully set forth herein.

“Federal Securities” means only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in any of the foregoing) and which are not callable prior to their scheduled maturities by the issuer thereof (or an ownership interest in any of the foregoing).

“Fiscal Year” means the County’s fiscal year, and shall initially mean the 12-month period commencing on the first day of January in each year and ending on the 31st day of December in the same calendar year.

“Fixed Rate” means an interest rate of 3.92% per annum.

“Hazardous Materials” means, without limitation, any substance, material or waste, including radon gas, asbestos, petroleum and petroleum products (including crude oil), that is or becomes designated, classified or regulated as “toxic” or “hazardous” or a “pollutant,” or that is

or becomes similarly designated, classified or regulated, under any federal, state or local law, regulation or ordinance, but does not include any such substance that is a customary and ordinary cleaning or office product used on the Leased Property by the County or an agent of the County, or any customary or ordinary product for use by the County in the ordinary course in the exercise of its powers and in furtherance of its purposes under applicable laws (including, but not limited to, oil, hydraulic fluid, gasoline, diesel fuel, motor oil, and other similar petroleum-based products and vehicle fluids used in the maintenance and operation of vehicles and equipment, propane, batteries, wood and metal cleaners, herbicides, paint, polyurethane, paint thinner, biomist/anvil, oxyacetelene, and grease), or customary construction materials used during the course of construction, acquisition or installation of the Project, provided in each case that such use is in accordance with applicable laws, ordinances and regulations relating to Hazardous Substances.

“Independent Counsel” means any attorney who (i) is duly admitted to practice law before the highest court of the State of Colorado, (ii) is not an officer or an employee of BB&T or the County, (iii) is engaged by the County at its sole expense and (iv) is acceptable to BB&T.

“Independent Engineer” means a person who is not an employee, or a firm comprised of persons who are not employees, of the County, engaged by the County at the sole expense of the County and satisfactory to BB&T, and qualified to provide engineering advice concerning the construction, use and operations of structures and improvements of similar kind and nature to the Leased Property.

“Initial Term” has the meaning given to such term in Section 3.02 hereof.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations from time to time promulgated thereunder.

“Land” has the meaning given to such term in the Recitals hereto. A legal description of the Land is set forth in Exhibit B.

“Lease” means this Lease Agreement, as the same may be amended from time to time pursuant to Section 12.06 hereof.

“Lease Term” means, together, the Initial Term and each Renewal Term, comprising the period during which this Lease is in effect, as specified in Section 3.02 hereof.

“Leased Property” means the Land and the premises, buildings and improvements situated or to be situated thereon, including the County Courthouse, and also including fixtures attached thereto, as described in Section 3.01 hereof and Exhibit B hereof, together with all additions thereto and substitutions therefor in accordance with an amendment or supplement to this Lease, less such real estate and interests in real estate as may be released pursuant to Section 7.03 hereof or taken by the exercise of the power of eminent domain as provided in Section 6.02 hereof.

“Net Proceeds,” when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all reasonable expenses (including attorney’s fees and any

extraordinary expenses of the County or BB&T) incurred in the collection of such gross proceeds.

“Notice Address” means, the respective addresses set forth in Section 12.04 hereof for BB&T and the County, respectively, and, in either case, such further or different address as an authorized officer or representative of BB&T may designate to the County or an Authorized County Representative may designate to BB&T, as the case may be.

“Opinion of Counsel” means a written opinion of counsel (who need not be Independent Counsel unless so specified) appointed by the County or BB&T.

“Resolution” means the resolution duly adopted by the Board authorizing the execution and delivery of the Site Agreement, ~~and this Lease and the Escrow Agreement~~, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

“Payment Date” means March 1, June 1, September 1 and December 1 of each year during the Lease Term, commencing September 1, 2018 with respect to interest payments and June 1, 2019 with respect to principal payments.

“Permitted Encumbrances” means, as of any particular time, (i) the Site Agreement, the Lease, and the liens and encumbrances relating to the Leased Property on the Closing Date, set forth in Exhibit C hereto, (ii) any utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions to the leasehold interest demised herein, arising after the Closing Date, that will not materially interfere with or impair the use of or operations being conducted on the Leased Property, (iii) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on the leasehold interest demised herein, arising after the Closing Date, as normally exist with respect to properties similar in character to the Leased Property and as do not in the aggregate materially impair the property affected thereby for the purposes for which it was acquired or is held by the County and (iv) any other encumbrances or defects to the leasehold interest demised herein approved in writing by BB&T at its sole discretion.

“Project” means, to the extent financed with proceeds of the Site Agreement or this Lease: (a) the acquisition, renovation, construction, improvement and equipping of certain improvements and upgrades to the County Courthouse, as further described in Exhibit B hereto; and (b) the payment of the costs of executing and delivering the Site Agreement and this Lease.

“Project Documents” means all architectural drawings and construction documents prepared for the County for the Project.

“Project Fund” means the ~~escrow~~special fund established pursuant to Section 9.02 hereof ~~and administered in accordance with the Escrow Agreement~~.

“Registered Owner” has the meaning given to such term in Section 7.09(e) hereof.

“Renewal Term” has the meaning given to such term in Section 3.02 hereof.

“Rent” has the meaning given to such term in the Recitals hereto.

“Schedule I” means Schedule I attached to this Lease, which is incorporated in and made a part of this Lease and given the same force and effect as if the same were fully set forth herein.

“Servicer” means Branch Banking and Trust Company, and its successors or assigns as Servicer hereunder.

“Site Agreement” has the meaning given to that term in the Recitals to this Lease, as the same may be amended from time to time in accordance with its terms.

“State” means the State of Colorado.

“Tax Certificate” means the Federal Tax Exemption Certificate, dated the Closing Date and executed by the County, as the same may be amended from time to time in accordance with its terms.

“Taxable Rate” means an interest rate of [\_\_\_\_\_] % per annum.

[Section 1.02](#) ~~Section 1.02~~ Additional Provisions as to Interpretation.

The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Lease as a whole rather than to any particular section or subdivision hereof.

References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

(End of Article I)

~~ARTICLE II~~

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01 ——— ~~Section 2.01~~ Representations and Warranties by the County. The County makes the following representations and warranties:

(a) The County is a duly organized and existing county and political subdivision under the Constitution and laws of the State. The County is authorized by statute and otherwise to enter into the transactions contemplated by this Lease and to carry out the obligations of the County hereunder. The execution, delivery and performance of this Lease have been duly authorized and approved.

(b) The County has fee simple title to the Land.

(c) The County has the full right, power and authority (i) to adopt the Resolution, (ii) to execute and deliver, and to perform any obligations under, and to accept the benefits conferred to the County under this Lease, (iii) to undertake and complete the Project and to use and operate the Leased Property, and (iv) to carry out and consummate all other transactions contemplated by the Resolution, the Site Agreement, and this Lease ~~and the Escrow Agreement~~, and the County has complied and is in compliance with all provisions of applicable law in all matters relating to such transactions.

(d) The County (i) has duly adopted the Resolution, and the Resolution remains in full force and effect and has not been amended, modified, waived, rescinded, cancelled, revoked, terminated or determined to be invalid in whole or in part, and (ii) has duly executed and delivered the Site Agreement, and this Lease ~~and the Escrow Agreement~~.

(e) ~~(e)~~ — No event of default has occurred and is continuing, and there has not occurred nor is continuing any event or condition which with the passage of time or giving of notice or both would constitute an event of default under, any indenture, mortgage, note, lease agreement or other agreement or instrument to which the County is a party or by which it is bound, and the County has not committed any material violation that is continuing, and the County has not taken any action or allowed any action or inaction or is aware of any condition affecting the County which in any of such instances with the passage of time or giving of notice or both would constitute a material violation of, any provision of the Colorado Constitution or any existing law, rule, regulation, resolution, judgment, order or decree to which the County is subject.

(f) — ~~(f)~~ — Neither the adoption of the Resolution nor the execution and delivery of, or performance by the County of its obligations under, or acceptance by the County of the benefits conferred by, the Site Agreement, or this Lease ~~or the Escrow Agreement~~ or the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof conflicts with, or constitutes on the part of the County a violation of, or a breach of or default under (i) any indenture, mortgage, note, lease agreement or other agreement or instrument to which the County is a party or by which it is bound, (ii) any

provision of the Colorado Constitution or (iii) any existing law, rule, regulation, resolution, judgment, order or decree to which the County is subject.

(g) ~~(g)~~ There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which has been served on the County or, to the best knowledge of the County, threatened, which in any way questions the existence of the County or the powers of the County referred to in paragraph (b) above, or the validity of the Resolution or any other proceeding taken by the County in connection with the execution and delivery of the Site Agreement, or this Lease ~~or the Escrow Agreement~~, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated hereby or thereby, or which, in any way, could adversely affect the validity or enforceability of the Resolution, the Site Agreement, or this Lease ~~or the Escrow Agreement~~, or, to the best knowledge of the County, which in any way questions the excludability from gross income of the recipients thereof of the interest portion of the Rent for federal income tax purposes.

(h) ~~(h)~~ The County Courthouse and the Project will not be used in a manner that causes this Lease or any interest herein to be deemed to be a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code.

(i) ~~(i)~~ The County is not relying on any warranty of BB&T, either express or implied, as to the title or condition of the Leased Property or that it will be suitable to the County’s needs and recognizes that BB&T is not obligated to operate or maintain the Leased Property or to expend any funds thereon, except as provided in the Site Agreement.

(j) ~~(j)~~ To the best of the County’s knowledge, no bankruptcy proceedings, liquidation proceedings or dissolution proceedings are pending or threatened against the County; and no such proceedings have been commenced or are expected to be commenced by the County.

Section 2.02 ~~Section 2.02~~ Representations and Warranties by BB&T. BB&T makes the following representations and warranties:

(a) ~~(a)~~ BB&T is a ~~national banking association~~ North Carolina state corporation, duly organized and validly existing under the laws of the State of North Carolina, with full power and authority to conduct business in the State and to carry out the transactions described in the Site Lease, and this Lease ~~and the Escrow Agreement~~.

(b) ~~(b)~~ Neither the execution and delivery of the Site Agreement, or this Lease ~~or the Escrow Agreement~~, nor the covenants, agreements or obligations of BB&T under the Site Agreement, or this Lease ~~or the Escrow Agreement~~ constitute a material default (or an event which, with notice or the lapse of time, or both, would constitute a material default) under any contract, agreement or other instrument or document to which BB&T is a party or by which BB&T or its property is bound.

(c) ~~(c)~~ BB&T possesses all requisite authority, power, licenses, permits and franchises to conduct all business contemplated in the Site Agreement, and this Lease ~~and~~

~~the Escrow Agreement~~ to be conducted by it, to execute and deliver the Site Agreement, and this Lease ~~and the Escrow Agreement~~ and to observe and perform its covenants, agreements and obligations under the Site Agreement, and this Lease ~~and the Escrow Agreement~~.

(d) ~~(d)~~ The execution and delivery of the Site Agreement, and this Lease ~~and the Escrow Agreement~~ by BB&T and the observance and performance by BB&T of its covenants, agreements and obligations under the Site Agreement, and this Lease ~~and the Escrow Agreement~~ do not require the consent or approval of any governmental authority which has not been obtained.

(e) ~~(e)~~ BB&T has duly authorized by proper action its execution, delivery, observance and performance of the Site Agreement, and this Lease ~~and the Escrow Agreement~~.

(f) ~~(f)~~ Assuming the due authorization, execution and delivery thereof by the County, this Lease and all instruments and documents contemplated in this Lease, including without limitation, and the Site ~~Agreement and the Escrow~~ Agreement, which are executed and delivered by BB&T constitute and will constitute legal, valid, binding and enforceable obligations or representations, as the case may be, of BB&T, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally.

(g) ~~(g)~~ Neither the Site Agreement, or this Lease ~~or the Escrow Agreement~~, nor the covenants, agreements or obligations of BB&T under the Site Agreement, or this Lease ~~or the Escrow Agreement~~ contravene BB&T's charter documents, or violate in any material respect any statute, rule, regulation or other law, or any court or administrative order, applicable to BB&T.

(h) ~~(h)~~ BB&T acknowledges and recognizes that this Lease will be terminated in the event that funds are not specifically budgeted and appropriated by the Board to continue paying Rent during the next occurring Fiscal Year, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the Board.

(End of Article II)

### ARTICLE III

### ARTICLE III

#### LEASE OF THE LEASED PROPERTY

Section 3.01 ~~Section 3.01~~ Demise of the Leased Property. BB&T hereby demises and subleases to the County, and the County hereby accepts and subleases from BB&T, the Leased Property, according to the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term. BB&T and the County acknowledge that (i) the County owns fee title to the Leased Property, subject only to Permitted Encumbrances, (ii) the County has leased the Leased Property to BB&T under the Site Agreement, and (iii) this Lease constitutes a sublease of the Leased Property from BB&T, as sublessor, to the County, as sublessee.

Section 3.02 ~~Section 3.02~~ Term. The Lease Term shall commence on the Closing Date. The initial Lease Term shall be terminated on December 31, 2018 (the "Initial Term"). The Lease Term may be extended at the option of the County, for additional one-year terms commencing on the day immediately following the end of the Initial Term; *provided, however,* the Lease Term may be continued, solely at the option of the County, for no more than 19 additional terms, each ending on and not later than the next December 31 following the end of the Initial Term or the then-current Renewal Term, as the case may be, but not later than the final expiration date set forth in Exhibit A hereto (each additional one-year term after the Initial Term being referred to herein as a "Renewal Term"). The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term. An appropriation of amounts sufficient to pay all of the County's obligations for a succeeding Renewal Term hereunder shall be deemed a determination by County to exercise its option to renew the Lease for the next ensuing Renewal Term. Notwithstanding the foregoing, this Lease will terminate upon the occurrence of the earliest of the following events:

(a) ~~(a)~~ Termination hereof by the County because of an Event of Nonappropriation pursuant to Section 4.06 hereof.

(b) ~~(b)~~ The exercise by the County of its option to prepay this Lease in whole pursuant to Article XI hereof.

(c) ~~(c)~~ The occurrence of an Event of Default and termination of this Lease by BB&T pursuant to Article X hereof.

(d) ~~(d)~~ The payment by the County of all Rent and other amounts required to be paid by the County hereunder.

(End of Article III)

### ~~ARTICLE IV~~

## ARTICLE IV

### RENT, PREPAYMENT; NONAPPROPRIATION

Section 4.01 ~~Section 4.01~~—Rent. During the Lease Term, in consideration for the use and occupancy of the Leased Property, the County agrees to pay and shall pay as Rent, except as provided in Section 4.06 hereof and except to the extent the Rent may be prepaid under Sections 4.05 and 11.01 hereof, on the following terms:

(a) ~~(a)~~—The County shall pay to the Servicer in immediately available funds the amounts set forth as the Total Payment Due in Schedule I hereto on the respective Payment Dates therein set forth, said amounts to represent payment of principal and payment of interest thereon as designated in said Schedule I; provided that the County shall pay the interest component of the Rent at the Applicable Rate; and

(b) ~~(b)~~—The County shall pay such amounts, if any, as and when the same may become payable under Sections 6.01, 6.02 or 11.01 hereof, subject to appropriation by the Board; and

(c) ~~(c)~~—The County shall pay into any fund designated by the Servicer or to the United States moneys in the amount determined by BB&T to be necessary to comply with the County's rebate obligations under Section 7.09(b) hereof, subject to appropriation by the Board.

Section 4.02 ~~Section 4.02~~—Place of Payment of Rent. The parties acknowledge and agree that the Rent provided for in Section 4.01 shall be paid to the Servicer, at its principal corporate office located in Charlotte, North Carolina or in accordance with written instructions for wire transfer of funds to the Servicer for the account of BB&T, for deposit in the accounts held by the Servicer for the benefit of BB&T. Additionally, the parties acknowledge and agree that neither presentment nor surrender of the Lease is required for principal (including the final maturity payment) or interest payments.

Section 4.03 ~~Section 4.03~~—Net Lease. This is a net lease, and BB&T shall not be required to make any expenditures whatsoever in connection with this Lease or the Leased Property (except as otherwise provided in this Lease to make any repairs or to maintain the Leased Property). The obligations of the County to make the payments of Rent required in Section 4.01 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, except as provided in Section 4.06 hereof; and the County: (i) will not, subject to the provisions of Sections 4.05 and 4.06 hereof, suspend or discontinue any payments of Rent provided for in Section 4.01 hereof, and shall not withhold any payment of Rent or other payment required hereunder pending resolution of any dispute or assert any right of set-off or counterclaim against its obligation to make such payment of Rent or other payments required under this Lease; (ii) will perform and observe all of its other agreements contained in this Lease; and (iii) except as provided in Sections 4.06 and 11.01 hereof or under Article III herein, will not terminate the Lease Term for any cause including, without limiting the generality of each of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, frustration of purpose, any change in the tax or

other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, or any failure of BB&T to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease; *provided, however*, that the County shall be authorized to terminate the Lease at any time that there should be action by the legislature of the State, an amendment to the State Constitution, or entry of a court order which results in the obligations imposed upon the County hereunder being illegal, unconstitutional, or otherwise unenforceable. Nothing contained in this Section shall be construed to release BB&T from the performance of any of the agreements on its part contained in this Lease; and in the event BB&T should fail to perform any such agreement on its part, the County may institute such action against BB&T as the County may deem necessary to compel the performance of such agreement or to recover damages therefor, so long as no judgment or court order sought or obtained in such action shall result in the termination hereof or interfere with the prompt and full payment of the Rent as contemplated hereby.

Section 4.04 — ~~Section 4.04~~ Interest on Unpaid Rent. In the event the County shall fail to make any payment of Rent during the Lease Term required to be paid under Section 4.01 and an Event of Default under Section 10.01(a) hereof results, the item or installment so in Default shall continue as an obligation of the County until the amount in Default shall have been fully paid, and the County agrees to pay interest on any Rent in Default at a rate of interest equal to the Applicable Rate.

Section 4.05 — ~~Section 4.05~~ Prepayment of Rent. Prior to December 1, 2025, the County may not prepay Rent under this Lease except with the written consent and in the sole discretion of BB&T. On or after December 1, 2025, and upon fifteen (15) days written notice, or such lesser time as agreed to in writing by BB&T, there is expressly reserved to the County the right, and the County is authorized and permitted, at any time it may choose, to prepay the Rent payable under Section 4.01 hereof as described in Section 11.01 hereof, in whole ~~or~~ but not in part, without any premium or prepayment fee, and BB&T agrees to accept such prepayment of Rent when the same is tendered by the County.

Whenever in this Lease reference is made to prepayment of all Rent or payment of an amount sufficient to prepay all Rent to become due, the amount required to effect such prepayment shall be deemed to be the “After Payment Termination Value” set forth in Schedule I hereto if paid on a Payment Date and, if not paid on a Payment Date, the After Payment Termination Value due on the immediately preceding Payment Date plus interest accrued from the date of the last rental payment at the Applicable Rate.

Upon the County exercising its option to prepay the Rent in whole ~~or in part~~ under this Lease, the provisions of Article XI hereof shall apply.

Section 4.06 — ~~Section 4.06~~ Renewal of Lease; Nonappropriation. This Lease shall terminate at the end of the Initial Term, subject to the County’s right to renew this Lease for Renewal Terms as set forth in Section 3.02 hereof. In the event that the Board fails to appropriate money sufficient for the continued performance of this Lease by the County in respect of any next succeeding Fiscal Year (an “Event of Nonappropriation”), and the County shall not cure the Event of Nonappropriation by the last day of the then-current Renewal Term,

this Lease shall automatically terminate and the County shall give BB&T written notice of an Event of Nonappropriation and pay to BB&T any Rent and other amounts which are due and have not been paid at or before the end of the then current Renewal Term. In no event shall the County's failure to provide notice as herein provided or otherwise, be deemed to constitute renewal of the Lease for such succeeding Renewal Term. In the event of non-renewal of this Lease as provided in this Section, the County shall deliver possession of the Leased Property to BB&T within forty-five (45) days after the end of the then current Renewal Term.

Upon termination of this Lease as provided in this Section, the County shall not be responsible for the payment of any Rent coming due with respect to succeeding Fiscal Years, but if the County has not delivered possession of the Leased Property to BB&T within forty-five (45) days after the termination of this Lease, the termination shall nevertheless be effective, but the County shall be responsible for the payment of damages in an amount equal to the amount of the Rent thereafter coming due during the current Fiscal Year under Section 4.01 hereof which is attributable to the number of days after such forty-five (45) day period during which the County fails to surrender possession of the Leased Property, subject to appropriation by the Board.

Section 4.07 ~~Section 4.07~~—Payments to Constitute Currently Budgeted Expenditures: Certain Findings. The County and BB&T acknowledge and agree that the Rent due hereunder shall constitute currently budgeted and appropriated expenditures of the County and may be paid from any legally available funds. The County's obligations under this Lease shall be subject to the County's annual right to terminate this Lease, and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation, multiple fiscal year financial obligation, or other indebtedness of the County within the meaning of any constitutional or statutory debt limitation. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of Sections 1 or 2 of article XI of the Constitution of the State. Neither this Lease nor the Site Agreement shall directly or indirectly obligate the County to make any payments beyond those duly budgeted and appropriated for the County's then current Fiscal Year. The County shall be under no obligation whatsoever to exercise its option to purchase the Project. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of County moneys, nor shall any provision of this Lease restrict the future issuance of any County bonds or obligations payable from any class or source of County moneys.

The County hereby determines that the Rent due hereunder during the Lease Term represents the fair value of the use of the Leased Property. The County hereby determines that the Rent does not exceed a reasonable amount so as to place the County under an economic compulsion to renew this Lease. In making such determinations, the County has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed, the benefit to the citizens and inhabitants of the County, and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease and the Site Agreement.

(End of Article IV)

~~ARTICLE V~~

## ARTICLE V

### USE, MAINTENANCE, CHARGES AND INSURANCE

Section 5.01 — ~~Section 5.01~~ Use of Leased Property. The County covenants that throughout the term hereof, it will use and operate the Leased Property as public property in furtherance of its essential governmental functions, as further provided herein, and in compliance with all laws, regulations applicable thereto.

Section 5.02 — ~~Section 5.02~~ Quiet Enjoyment. The County acknowledges that it is now in possession of the Leased Property. BB&T agrees that the County upon paying the Rent and performing the covenants herein agreed by it to be performed and any subtenant claiming under the County shall and may peaceably and quietly have, hold, and enjoy the said Leased Property for the term specified. BB&T or its agents shall have the right at all reasonable times during the Lease Term to enter the Leased Property for the purpose of examining or inspecting the Leased Property. Nothing in this Section shall imply any duty upon the part of BB&T to examine the Leased Property or to do or pay for any work which under any provision of this Lease the County is required to perform, and the performance thereof by BB&T shall not constitute a waiver of the County's default in failing to perform the same.

Section 5.03 — ~~Section 5.03~~ Maintenance of Leased Property by County. The County agrees that during the Lease Term it will keep the Leased Property, including all appurtenances thereto, in good repair and good operating condition at its own cost.

Section 5.04 — ~~Section 5.04~~ Alterations. The County shall have the privilege of remodeling or making alterations, additions, modifications and improvements to the Leased Property from time to time as the County, in its discretion, may deem to be desirable for its uses and purposes, provided that such alterations, additions, modifications and improvements shall not in any way damage the Leased Property or materially adversely affect the value of the Leased Property. The cost of such alterations, additions, modifications and improvements shall be paid by the County, and the same shall be the property of the County and be included under the terms of this Lease as and shall become part of the Leased Property.

Section 5.05 — ~~Section 5.05~~ Liens. The County will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, charge, lien, encumbrance or claim, except the respective rights of BB&T and the County as herein provided and Permitted Encumbrances, to be established or remain on or against the Leased Property, including any mechanics' liens for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements; provided, however, that if the County shall first notify BB&T of its intention so to do, the County may in good faith contest any mechanics' or other liens filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal there from unless BB&T shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the rights or interest of BB&T will be materially endangered or the Leased Property or any part thereof will be subject to loss or

forfeiture, in which event the County shall promptly pay and cause to be satisfied and discharged all such unpaid items. BB&T will cooperate promptly and fully with the County in any such contest. Except as expressly provided in this Section, the County will promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, charge, lien, encumbrance or claim if the same shall arise at any time and shall reimburse BB&T for any expense incurred by BB&T in order to discharge or remove any such mortgage, pledge, charge, lien, encumbrances or claim to the extent the County has made an appropriation therefor. Nothing herein shall be deemed to require County to deal with statutory claims other than in the manner prescribed by statute.

Section 5.06 ~~Section 5.06~~ Certification as to Alterations. The County agrees that it will file with BB&T, from time to time upon written request of BB&T, a Certification of the Authorized County Representative setting forth the description of any fixtures which have become a part of the Leased Property, and if requested in writing by BB&T, a description of any additions, remodeling, modifications or improvements to the Leased Property which have been made during the Fiscal Year next preceding the filing of such Certification.

Section 5.07 ~~Section 5.07~~ Taxes, Other Governmental Charges and Other Charges. The County is tax-exempt and does not expect that any taxes, special assessments or governmental charges will be levied against the Leased Property. However, the County agrees that it will pay, as the same respectively become due, all taxes, special assessments as they shall become due during the Lease Term, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property or any furnishings, equipment or other property installed or brought by the County therein or thereon, including sales, use and other excise taxes, and all claims for rent, royalties, labor, materials, supplies, utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Property.

The County may, at its expense and in its own name and behalf or in the name and behalf of BB&T, in good faith contest any such taxes, payments in lieu of taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, payments in lieu of taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal there from unless BB&T shall notify the County that, in the opinion of Independent Counsel, by nonpayment of any such items the rights or interest of BB&T in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such taxes, payments in lieu of taxes, assessments or charges shall be paid promptly. BB&T will cooperate with the County in permitting the County to conduct any such contest.

Section 5.08 ~~Section 5.08~~ Insurance.

(a) ~~(a)~~ Casualty and Property Damage Insurance. Upon the execution and delivery of this Lease, the County shall, at its own expense, cause casualty and property damage insurance to be carried and maintained with respect to the Leased Property in an amount at least equal to the principal amount of the Rent then outstanding. The County may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other buildings as well, as long as such blanket insurance policies comply with the

requirements hereof. The County, at its election, and upon written notice to BB&T, may provide for casualty and property damage insurance with respect to the Leased Property, partially or wholly by means of a self-insurance program. Such policy or policies may contain such reasonable deductible and coinsurance provisions as the County may deem necessary or appropriate and prudent.

(b) — ~~(b)~~ Public Liability Insurance. The County agrees that it will carry or cause to be carried public liability insurance with reference to the Leased Property in the amounts required by law, but in no event with a policy limit of less than \$1,000,000. BB&T shall be named as an additional insured under any such policies. The insurance required by this Section may be provided by actuarially sound self-insurance or by a blanket insurance policy or policies.

(c) — ~~(e)~~ Worker's Compensation Coverage. Throughout the Lease Term, the County shall maintain or cause to be maintained Worker's Compensation Coverage or cause the same to be maintained to the extent required by law. The insurance required by this Section may be provided by self-insurance.

(d) — ~~(d)~~ Additional Provisions Respecting Insurance. Any insurance policy issued pursuant to Article V hereof shall be so written or endorsed as to make losses, if any, payable to the County and BB&T as their respective interests may appear. All such policies shall be obtained from companies authorized to conduct insurance business in the State of Colorado. Each insurance policy procured in accordance with this Section shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to BB&T at least thirty (30) days in advance of such cancellation, and the County shall deliver to BB&T duplicate copies of certificates of insurance pertaining to each such policy of insurance procured by the County and agrees to keep such duplicate copies of certificates up to date.

Section 5.09 — ~~Section 5.09~~ Title Insurance. In connection with the execution and delivery of this Lease, BB&T shall receive a standard leasehold title insurance policy or policies, issued to BB&T, insuring BB&T's leasehold interest in the Leased Property pursuant to the Site Agreement, subject only to Permitted Encumbrances, in an aggregate amount not less than \$6,585,500. Such commitment for such policy or policies shall be delivered to BB&T concurrently with delivery of this Lease and the policy or policies shall be delivered to BB&T as soon as practicable thereafter.

(End of Article V) ~~ARTICLE VI~~

## ARTICLE VI

### DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.01 ——— ~~Section 6.01~~ Damage and Destruction. If, during the Lease Term: (i) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) a material defect or breach of warranty with respect to the Leased Property shall become apparent; or (iii) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title thereto; then the following provisions shall apply:

(a) ~~(a)~~ — There shall be no abatement or reduction in the Rent payable by the County under this Lease; and

(b) ~~(b)~~ — Unless the County shall have elected to exercise its option to prepay pursuant to the provisions of Article XI of this Lease by the 120th day following such damage or destruction, the following shall apply:

(i) ~~i~~ Duty to Repair and Replace the Leased Property. (A) Subject to the provisions of Section 6.01(b)(ii), the County will proceed to repair, rebuild or restore the property damaged or destroyed with changes, deletions, alterations and modifications (including the substitution and addition of other property and removal of existing property), whether or not such changes, deletions, alterations and modifications result in changes in the character of the operations which may be conducted or in the productive capacity of the Leased Property, as may be desired by the County, and

(B) ~~(B)~~ — BB&T will apply the Net Proceeds of insurance received by BB&T to payment of the cost of any such repair, rebuilding or restoration, either on completion thereof or as the work progresses, provided that the County delivers or causes to be delivered to BB&T of the following:

(1) ~~(1)~~ — if the Net Proceeds of the insurance exceeds 10% of the original After Payment Principal Balance set forth in Schedule I hereto, a Certification of an Independent Engineer (the “Cost Certificate”) (x) setting forth the estimated cost of the repair, rebuilding or restoration, (y) confirming that the Net Proceeds shall be sufficient to pay the estimated costs of such repair, rebuilding or restoration, or, to the extent such Net Proceeds are less than such estimated costs, the amount of such deficiency and (z) the expected completion date for any such repair, rebuilding or restoration;

(2) if and to the extent the County has incurred or paid costs to repair, rebuild or restore the Leased Property, a Certification signed by the Authorized County Representative setting forth the costs theretofore incurred or paid;

(3) if and to the extent any repair, rebuilding or restoration work is to be performed, a contract or contracts, including plans and specifications and other contract documents necessary and usual for the work involved, for the furnishing of all work and

materials required for the restoration, and, if reasonably requested by BB&T, a payment and performance bond issued by a corporate surety satisfactory to BB&T; and

(4) if and to the extent repair, rebuilding and restoration are substantially complete, a Certification of an Independent Engineer confirming that the repair, rebuilding and restoration have been substantially completed and all costs thereof have been paid, with the exception of any amounts reasonably withheld to insure completion, and setting forth the amount withheld and schedule for disbursement thereof.

(C) ~~(E)~~—Any amounts held by BB&T and remaining at the completion of, and payment for, any such repair, rebuilding or restoration, shall be deposited with the Servicer and applied to payments of Rent due or to become due under Section 4.01 of this Lease.

(ii) ~~ii~~—*Insufficiency of Net Proceeds.* In the event the Cost Certificate states an expected deficiency between costs of repair, rebuilding or restoration and Net Proceeds, the County shall have the option either (a) to complete the repair, rebuilding and restoration and provide for payment of the portion of the cost thereof in excess of the amount of said Net Proceeds made available, under arrangements reasonably satisfactory to BB&T, subject to appropriation by the Board, or (b) to prepay unpaid Rent pursuant to Section 11.01 hereof, subject to appropriation by the Board. The County shall not, by reason of the payment of any excess costs over the available Net Proceeds, be entitled to any reimbursement from BB&T or any diminution or abatement of the Rent payable under this Lease. If, by the last day of the Fiscal Year in which an event specified in Section 6.01 of this Lease occurs (or the last day of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the County has not budgeted and appropriated amounts sufficient to proceed under either clause (a) or clause (b) of this paragraph, an Event of Nonappropriation shall be deemed to have occurred. In such event, the unspent Net Proceeds shall be deposited with BB&T and shall be applied by BB&T to the payment of all fees and expenses due to BB&T and to the payment of the After Payment Termination Value. Any excess moneys remaining after such payments shall be paid to the County.

Section 6.02 ~~Section 6.02~~ Condemnation.

(a) ~~(a)~~—*Condemnation of All or Substantially All of the Leased Property.* Unless the County shall exercise its option to prepay this Lease pursuant to the provisions of Article XI hereof, if at any time during the Lease Term title to all or substantially all of the Leased Property shall be taken in any proceeding (hereinafter referred to as a “Proceeding”) involving exercise of the right of eminent domain, this Lease (except as to the following provisions of this Section and the provisions of Section 7.09(c) hereof) and the Lease Term, and all right, title and interest of the County in the Leased Property, shall come to an end at the time of the vesting of title pursuant to the Proceeding, and BB&T shall be entitled to receive the Net Proceeds of the award, which the County hereby assigns to BB&T, subject to the terms and provisions hereinafter provided.

If the Net Proceeds of the award available to BB&T together with any amount then held by BB&T for the account of the County shall be insufficient to prepay all Rent, the

County shall pay such deficiency as additional Rent prior to the prepayment date, subject to appropriation by the Board. If the available Net Proceeds of the award available to BB&T together with any amount then held by BB&T for the account of the County is in excess of the amount required to prepay all Rent as aforesaid, such excess shall be paid in full to the County. The available Net Proceeds of the award received by BB&T (less any excess amount paid to the County, as hereinabove provided), together with any additional amounts paid by reason of any insufficiency and with any amounts then held by BB&T for the account of the County, shall be applied to the prepayment of all Rent at the earliest possible date.

(b) ———— ~~(b)~~ ———— *Condemnation of Less Than All or Substantially All of the Leased Property.* Unless the County shall exercise its option to prepay this Lease pursuant to the provisions of Article XI hereof, if at any time during the Lease Term title to less than all or substantially all of the Leased Property shall be taken in a Proceeding involving exercise of the right of eminent domain, neither the terms of this Lease nor any of the obligations of either party under this Lease shall be reduced or affected in any way, and the County shall promptly repair, rebuild or restore the Leased Property to the extent necessary to render the Leased Property a complete architectural unit, but if the portion of the Leased Property remaining after such taking is in itself a complete architectural unit, subject to appropriation by the Board, the County need make only such repair, rebuilding or reconstruction as it may in its discretion deem necessary for its operation of the Leased Property. If the amount of the Net Proceeds of the award received by BB&T together with any amount then held by BB&T for the account of the County is insufficient to repair, rebuild or restore the Leased Property to the extent necessary to render the Leased Property a complete architectural unit, then the County shall have the option either (a) to complete the repair, rebuilding or restoration and provide for payment of the portion of the cost thereof in excess of the amount of said Net Proceeds made available, under arrangements reasonably satisfactory to BB&T, subject to appropriation by the Board, or (b) to prepay unpaid Rent pursuant to Section 11.01 hereof, subject to appropriation by the Board. If, by the last day of the Fiscal Year in which a condemnation occurs (or the last day of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the County has not budgeted and appropriated amounts sufficient to proceed under either clause (a) or clause (b) of this paragraph, an Event of Nonappropriation shall be deemed to have occurred. In such event, the unspent Net Proceeds shall be deposited with BB&T and shall be applied by BB&T to the payment of all fees and expenses due to BB&T and to the payment of the After Payment Termination Value. Any excess moneys remaining after such payments shall be paid to the County.

For purposes of this Section, “all or substantially all of the Leased Property” shall be deemed to have been taken if the taking under any Proceeding shall involve such an area, or such impairment of access to the Leased Property over public highways, that the County cannot in its opinion, evidenced by written notice to BB&T, given within 30 days after the commencement of the Proceeding, reasonably operate its business in the remainder of the Leased Property substantially in the same manner and as satisfactorily as before.

(c) ———— ~~(e)~~ ———— *Cooperation.* BB&T and the County shall cooperate fully in the handling and conduct of any prospective or pending Proceeding with respect to the Leased Property or any part thereof, and BB&T will join with the County to the extent it may lawfully do so and at the County’s expense, in maintaining or permitting the County to maintain a defense

or contest of the amount of the award in any such Proceeding. In no event will BB&T voluntarily settle, or consent to the settlement of, any prospective or pending Proceeding with respect to the Leased Property or any part thereof without the written consent of the County.

Section 6.03 ——— ~~Section 6.03~~ Proceeds of Insurance or Condemnation of County-Owned Property. The County shall also be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or taking of its own property or for damages on account of the taking of or interference with the County’s right to possession, use of or occupancy of the Leased Property. Similarly, the County shall also be entitled to the Net Proceeds of any fire and extended coverage or similar insurance on its own property not constituting part of the Leased Property.

(End of Article VI) ~~ARTICLE VII~~

## ARTICLE VII

### SPECIAL COVENANTS

Section 7.01 ———~~Section 7.01~~ No Warranty of Condition or Suitability; Indemnification. BB&T has not made and does not make any representation or warranty whatsoever, either express or implied, as to the merchantability, condition, fitness, design, operation, workmanship, performance, capability or capacity of the leased property; as to the suitability for operation of the Leased Property; or as to the condition of the Leased Property or that it will be suitable for the County's purposes or needs. The County assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Leased Property, for any repair, maintenance or operating costs of any part of the Leased Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the County or to third parties, and whether such property damage be to the County's property or the property of others, which is proximately caused by the negligent conduct of the County, its officers, employees and agents. The County hereby assumes responsibility for and agrees, subject to annual appropriation by the Board and to the extent permitted by law, to reimburse BB&T for all liabilities, obligation, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatever kind and nature, imposed on, incurred by or asserted against BB&T that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of the County, its officers, employees and agents, but not including any liabilities, obligation, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatever kind and nature, imposed on, incurred by or asserted against BB&T that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of BB&T, its officers, employees and agents.

Section 7.02 ———~~Section 7.02~~ County to Maintain its Existence Or Assure Assumption of Obligations. The County agrees that during the Lease Term it will maintain its existence or assure the assumption of its obligations under this Lease by any public body succeeding to its powers.

Section 7.03 ———~~Section 7.03~~ Granting of Easements. If the County is not then in default, BB&T at the request of the County from time to time shall grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the Land, or may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration, and BB&T agrees that it shall execute and deliver any instrument necessary or appropriate to grant or release any such easement, licenses, right-of-way or other right or privilege upon receipt of: (a) a copy of the instrument of grant or release; and (b) a written application signed by the Authorized County Representative requesting such instrument, and certifying that (i) such grant or release is not detrimental to the proper use or operation of the Leased Property, and (ii) such grant or release will not impair the character or productive capacity of the Leased Property. BB&T will not grant or release any easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Leased Property, without the prior written consent of the County.

No release or grant effected under the provisions of this Section shall entitle the County to any abatement of the Rent payable under Section 4.01 hereof, except that any moneys payable to BB&T pursuant to this Section shall be paid to the Servicer and credited against subsequent Rent due or to become due hereunder.

Section 7.04 — ~~Section 7.04~~ Reports. The County agrees to obtain and to furnish to BB&T such reports concerning the repair, maintenance and condition of the Leased Property as lessor may from time to time reasonably request.

Section 7.05 — ~~Section 7.05~~ County to Maintain Machinery and Movable Equipment. The County agrees that during the Lease Term it will provide and maintain all machinery, personal property and movable equipment necessary in the judgment of the County to permit the full use, operation and occupancy of the Leased Property, and BB&T shall be under no obligation to provide or maintain any such equipment. The County may from time to time, for that purpose and at its own expense, install additional movable personal property, equipment and machinery on the Leased Property which shall remain the sole property of the County and not be subject to this Lease. Nothing contained in the preceding provisions of this Section shall prevent the County from purchasing, after delivery hereof, movable personal property, equipment, furniture or fixtures, notwithstanding that such movable personal property may be subject to a purchase money security interest, as security for the unpaid portion of the purchase price thereof.

Section 7.06 — ~~Section 7.06~~ Compliance with Laws and Regulations. The County will comply with all applicable laws, regulations, and orders of the United States of America, the State and agencies and political subdivisions thereof and each department or agency thereof, applicable to this Lease and the Leased Property. The County shall have the right to contest by appropriate procedures the adoption, validity or applicability of any laws, regulations, and orders referred to in this Section and to delay compliance therewith, without violating the provisions of this Section, if (a) BB&T shall consent to such delay in writing, or (b) a court of competent jurisdiction shall so order or determine, or (c) in the opinion of Independent Counsel furnished to BB&T, the procedures taken by the County to contest the validity or applicability of any such law, regulation, or order are appropriate and have the effect of staying the finality and enforceability thereof against the County.

Section 7.07 — ~~Section 7.07~~ Further Assurances. The County and BB&T agree that they will execute or cause to be executed any and all further instruments that may reasonably be requested by the other and be authorized by law to evidence the transaction contemplated by this Lease, and the Site ~~Agreement and the Escrow~~ Agreement, and BB&T's rights provided or intended to be provided hereby or thereby, or to vest in BB&T or any participant with or assignee of BB&T or any agent of either the right to receive and apply the payments of Rent required hereunder, and will cause this Lease (or short form lease) and the Site Agreement and any supplemental instruments to be filed, registered or recorded in the real estate records of the County in which the Land is located, and shall pay or cause to be paid all expenses incidental to the preparation, execution, acknowledgment, filing, registering and recording of this Lease and the Site Agreement.

Section 7.08 — ~~Section 7.08~~ Participations. The County hereby acknowledges the right of BB&T to create and sell participations or other interests in this Lease to “accredited investor” as defined in Rule 501 of Regulation D under the Securities Act of 1933 (but excluding entities described in Rule 501(a)(8) that admit equity owners described in Rule 501(a)(5) or Rule 501(a)(6) or a “qualified institutional buyer” pursuant to Section 15 of the Securities Exchange Act of 1934, and to assign its rights hereunder to any purchasers of such participations or other interests; *provided, however*, that no assignment of rights or sale of participations herein by BB&T may occur until completion of the Project, without the prior written consent of the County, which consent shall not be unreasonably withheld, unless, as a condition of such assignment of rights or sale of participations, BB&T shall continue to perform its obligations as Servicer ~~and its obligations as Escrow Agent under the Escrow Agreement~~ until the completion of the Project ~~and complete disbursement of the Project Fund~~. The County agrees to cooperate with BB&T in the creation and sale of any such participations or other interests herein and to execute such instruments and documents as are reasonably requested by BB&T to accomplish such creation and sale or to evidence the succession of any servicer to the rights of BB&T hereunder.

Section 7.09 — ~~Section 7.09~~ Tax Covenants; Bank Qualified. It is the intention of the parties hereto that the interest component of the Rent payable under Section 4.01(a) hereof will be excludable from gross income of the recipients thereof for federal income tax purposes.

(a) — ~~(a)~~ The County covenants that it will not take any action or omit to take any action with respect to this Lease, the proceeds of the Site Agreement or this Lease, any other funds of the County or any facilities financed or refinanced with the proceeds of the Site Agreement or this Lease (except for the possible exercise of the County’s right to terminate this Lease as provided herein) if such action or omission (i) would cause the interest component of the Rent to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, (ii) would cause the interest component of the Rent to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Internal Revenue Code, except to the extent that such interest is required to be included in calculating the adjusted current earnings adjustment applicable to corporations for purposes of computing corporate alternative minimum taxable income for taxable years of corporations beginning before January 1, 2018, or (iii) would cause the interest component of the Rent to lose its exclusion from Colorado taxable income or to lose its exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the County’s right to terminate this Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full of this Lease, until the date on which all obligations of the County in fulfilling the above covenant under the Internal Revenue Code and Colorado law have been met.

(b) — ~~(b)~~ With the intent not to limit the generality of the foregoing, the County hereby acknowledges and confirms its obligations under Section 148(f) of the Internal Revenue Code. Specifically, the County agrees to comply with the rebate requirements imposed under said Section 148(f) and regulations thereunder, including (if applicable) the requirement to make or cause to be made annual calculations of the amount subject to rebate thereunder (at least once every year and upon termination of this Lease), and to maintain or cause to be maintained records of such determinations until six years after the termination hereof, and the requirement to

make all required rebates to the United States of America not later than 30 days after the end of the fifth year and no later than each fifth anniversary thereof, to and until the date which is 30 days after the termination hereof. In construing the County's obligations hereunder, all terms used in this paragraph shall have the meanings provided in said Section 148(f) and regulations thereunder. Notwithstanding any other provision of this paragraph, no requirement shall be imposed hereunder if an Opinion of Counsel is rendered, by nationally recognized bond counsel engaged by the County subject to the prior written consent of BB&T or engaged by BB&T, at the expense of the County, and acceptable to BB&T and the County, to the effect that the failure to impose such requirement will not adversely affect the excludability of such interest component from gross income for federal income tax purposes. The County agrees to make all required rebate payments to the United States, as and when required, and such payments shall constitute additional Rent under Section 4.01 hereof.

(c)     ~~(e)~~     The County shall comply with the Tax Certificate.

(d)     ~~(d)~~     The County hereby designates the obligations of the County hereunder as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code.

(e)     (e)     The County shall be the registrar for this Lease. BB&T shall be the initial "Registered Owner" of the rights to receive Rent hereunder. If BB&T assigns and transfers its rights to receive the Rent hereunder, it shall so notify the County in writing of such assignment or transfer and the federal taxpayer ID number of such transferee, and the County shall note on this Lease the name and address of the assignee or transferee.

Section 7.10     ~~Section 7.10~~     Financial Statements. The County shall provide to BB&T, as soon as available, and in any event no later than 270 days after the end of each Fiscal Year beginning with the Fiscal Year ending December 31, 2017, audited financial statements of the County audited by an independent Certified Public Accountant for the County for each fiscal year through the Lease Term.

Section 7.11     ~~Section 7.11~~     Notices as to Hazardous Materials. The County agrees during the Lease Term to promptly:

(i)     ~~(i)~~     to transmit to BB&T copies of any governmental citations, orders or notices received with respect to Hazardous Materials which may result in a penalty, liability, or cost greater than \$1,000;

(ii)     ~~(ii)~~     to observe and comply with any and all applicable laws, ordinances, rules, regulations, licensing requirements or conditions relating to the use, maintenance or disposal of Hazardous Materials and all orders or directives from any official, court, or governmental agency of competent jurisdiction relating to the use or maintenance or requiring the removal, treatment, containment, or other disposal of such Hazardous Material; and

(iii)     ~~(iii)~~     subject to appropriation therefor, to pay or otherwise dispose of any lawfully due and owing fine, charge, or imposition relating thereto which, if unpaid, would constitute a lien upon Leased Property or any part thereof.

(End of Article VII)  
~~ARTICLE VIII~~

## ARTICLE VIII

### ASSIGNMENT, SUBLEASING AND SELLING

Section 8.01 ~~Section 8.01~~ Assignment and Subleasing by County. This Lease may be assigned in whole or in part, and the Leased Property may be subleased as a whole or in part, by the County only upon the conditions that:

(a) ~~(a)~~ — No assignment (other than pursuant to this section hereof) or subletting shall relieve the County from primary liability for any of its obligations hereunder, and in the event of any such assignment or subletting the County shall continue to remain primarily liable for the payment of the Rent specified in Section 4.01 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it; and

(b) ~~(b)~~ — Any assignment or sublease from the County must retain for the County such rights and interests as will permit it to perform its obligations under this Lease, and any assignee from the County shall assume the obligations of the County hereunder to the extent of the interest assigned; and

(c) ~~(c)~~ — In the opinion of nationally recognized bond counsel engaged by the County subject to the prior written consent of BB&T or engaged by BB&T, at the expense of the County, and acceptable to BB&T and the County, such assignment or sublease shall not adversely affect the excludability of the interest component of the Rent payable under Section 4.01(a) from gross income for federal income tax purposes; and

(d) ~~(d)~~ — The County may not assign this Lease, in whole or in part, prior to the completion of the Project.

Section 8.02 ~~Section 8.02~~ Assignment by BB&T. BB&T may assign its rights and interest in, and pledge any moneys receivable under or pursuant to this Lease, upon written consent by the County, which shall not be unreasonably withheld.

Section 8.03 ~~Section 8.03~~ Restrictions on Transfer and Encumbrances of Leased Property by the County. The County agrees that, except as otherwise provided in this Lease, it will not sell, assign, transfer, convey or otherwise dispose of the Leased Property or any portion thereof during the Lease Term without the prior written consent of BB&T, which consent shall not be unreasonably withheld, and which consent may be reasonably conditioned upon receipt by BB&T of an opinion of nationally recognized bond counsel engaged by the County subject to the prior written consent of BB&T, or engaged by BB&T, at the expense of the County, and acceptable to BB&T and the County, that such sale shall not adversely affect the validity and enforceability of this Lease or adversely affect the excludability of the interest portion of Rent from gross income for federal income tax purposes. The County further agrees that it will not, to the extent permitted by law, create or suffer to be created any debt, lien or charge thereon, or make any pledge or assignment of or create any lien or encumbrance upon the rents, revenues and receipts derived from the sale, lease or other disposition of the Leased

Property other than the Permitted Encumbrances and other than as provided in Section 8.01 hereof.

~~ARTICLE IX~~

ARTICLE IX

CONSTRUCTION OF THE PROJECT

Section 9.01 ~~Section 9.01~~ Agreement to Construct the Project. The County shall cause the Project to be constructed, acquired and installed as provided in this Article, on behalf of BB&T as the lessee of the Leased Property under the Site Agreement. Title to the Project shall be held by the County, subject to the provisions of the Site Agreement, and this Lease ~~and the Escrow Agreement.~~

Section 9.02 ~~Section 9.02~~ Deposit of Moneys to Effect Renovation, Construction, Acquisition, Improvement or Installation. On the Closing Date, moneys which are to be used to finance the renovation, construction, acquisition, improvement, equipping or installation of the Project, shall be irrevocably deposited by BB&T into an escrow a special fund held by the County (the "Project Fund") ~~in accordance with the Escrow Agreement. The Escrow Agent shall issue its checks for each disbursement to pay the costs of the Project provided for herein in accordance with the provisions of the Escrow Agreement.~~ The funds deposited to the Project Fund shall be dedicated to paying the costs of the Project.

Section 9.03 ~~Section 9.03~~ The Project.

(a) ~~(a)~~ The County hereby agrees that in order to effectuate the purposes of this Lease it will make, execute, acknowledge and transmit any and all contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and in general do all things which may be necessary or proper, all for the construction, acquisition or installation of the County Courthouse not theretofore constructed, acquired or installed.

(b) ~~(b)~~ Construction shall be in accordance with all architectural drawings and construction documents heretofore prepared for the County (the "Project Documents") for the Project, subject to reasonable change orders or any other reasonable changes approved by the County. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default shall have occurred, the County shall have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the County and is accepted by the County and shall not be terminated or restricted by BB&T or the County, except as provided in this Section.

(c) ~~(c)~~ The County agrees to renovate, improve, construct, acquire and/or install the County Courthouse on behalf of BB&T as lessee under the Site Agreement, through the application of moneys ~~to be disbursed~~ from the Project Fund pursuant to Section 9.02 of this Lease ~~by the Escrow Agent~~ or under other arrangements reasonably satisfactory to BB&T and the County.

(d) ~~(d)~~—The County, by executing and delivering this Lease, represents to BB&T that, based upon the County’s examination of estimated construction, acquisition and/or installation costs, the Project can be constructed, acquired and/or installed, as the case may be, for a total price within the total amount of funds to be initially deposited therefore in the Project Fund, plus any available investment income from the investment and reinvestment of amounts on deposit in the Project Fund, plus other available funds of the County. In the event of cost overruns or increases, the County shall select any one or a combination of the following options:

(i) ~~(i)~~—The County shall cause the construction, acquisition and/or installation, as the case may be, of said improvements to the County Courthouse to be modified as may be necessary in order to bring the cost of construction, acquisition and installation within the amount available therefor in the Project Fund plus other available funds of the County; or

(ii) ~~(ii)~~—Subject to appropriation therefor, the County shall deposit additional amounts in the Project Fund; *provided, however*, that amounts so deposited by the County in the Project Fund may be expended solely for the purchase of moveable personal property or for the purpose of paying any other expense related to the construction, acquisition or installation of said County Courthouse;

(e) ~~(e)~~—Upon the occurrence of an Event of Default or otherwise upon termination of the County’s right to direct the construction, acquisition and installation of the Project, BB&T at its discretion (i) may complete the construction utilizing any moneys remaining in the Project Fund or (ii) may direct the application of all or any portion of those moneys to the prepayment of Rent hereunder.

Section 9.04 ~~Section 9.04~~—Completion of Construction. Upon the substantial completion of the construction, acquisition and installation of the Project, an Authorized County Representative shall deliver a Certificate to BB&T determining that, based upon the representations of the contractors for the construction, acquisition and installation of the Project, and, as to any construction, the architect(s) for the construction of the County Courthouse, and except for any amounts estimated by the County or, at the request of BB&T, an Independent Engineer to be necessary for payment of any cost of construction, acquisition and installation of the Project not then due and payable or subject to *bona fide* dispute, the Project has been substantially completed and all costs of construction and installation of the Project have been paid. Notwithstanding the foregoing, such Certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist on the date of such Certificate or which may subsequently come into being.

Section 9.05 ~~Section 9.05~~—Construction Contracts. BB&T shall be provided with a copy of each construction contract, for the renovation of the County Courthouse and each construction contract shall provide that: (i) such construction shall be fully and freely assignable to BB&T without the consent of any other person and BB&T may choose to assume or not assume such construction contract; and (ii) if BB&T does so assume such construction contract, the contractor shall perform the agreements contained therein for BB&T. Each construction contract shall also provide that, upon the occurrence of an Event of Default, BB&T may terminate such construction contract and the contractor shall then be entitled to payment only from amounts available therefore in the Project Fund and only for work done prior to such

termination. Upon the occurrence of an Event of Default, or upon BB&T's assuming control of the construction of the County Courthouse as provided in Section 9.03 of this Lease, the County shall deliver all Project Documents held by it to BB&T.

Section 9.06 ——— ~~Section 9.06~~ Project Documents. The County shall have and keep on file and available for inspection by BB&T copies of the Project Documents, throughout the Lease Term, or as soon after the commencement of the Lease Term as such Project Documents shall become available to the County. Neither the Project Documents nor any change or amendment thereto shall: (i) cause the County Courthouse to be used for any purpose prohibited hereby or by the Constitution, statutes and laws of the State; (ii) result in a material reduction in the value of the County Courthouse; or (iii) adversely affect the ability of the County to meet its obligations hereunder.

Section 9.07 ——— ~~Section 9.07~~ Defaults Under Construction Contracts. In the event of any material default by a contractor under any of the constructions contracts, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor, vendor and/or against each surety of any bond securing the performance of the construction contracts. So long as no Event of Default shall have occurred hereunder, the County shall have the right to determine the remedies to be exercised against any such contract or surety. The net proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs), and after reimbursement to the County of any amounts theretofore paid by the County and not previously reimbursed to the County for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to BB&T for deposit into the Project Fund.

Section 9.08 ——— ~~Section 9.08~~ Contractor's Performance and Payment Bonds. Each contractor, except for the architect and the County Owner's Representative employed by the County for the construction of the County Courthouse, shall enter into a performance bond and a separate labor and material payment bond in forms acceptable to BB&T and the County, copies of which shall be provided to BB&T. Such bonds shall be made payable to the County, shall be executed by a corporate surety licensed to transact business in the State and acceptable to the County and BB&T and shall be in an amount equal to the contract price for such contractor's construction contract. If, at any time during the construction period, the surety on such bond shall be disqualified from doing business within the State or shall otherwise become incapable (in the reasonable judgment of BB&T) of performing its obligations under such bond, an alternate surety acceptable to the County and BB&T shall be selected. In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amounts of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project.

Section 9.09 ——— ~~Section 9.09~~ Contractor's General Public Liability and Property Damage Insurance. Each contractor and subcontractor entering into a construction contract shall be required to procure and maintain either standard form comprehensive general public liability and property damage insurance or standard form owners and contractors protective liability

insurance, during the duration of such contractor's or subcontractor's construction contract, in a commercially reasonable amount. If a standard form comprehensive general public liability and property damage insurance is procured, such policy shall include BB&T as an additional named insured and shall include a provision prohibiting cancellation or termination without 30 days prior notice by certified mail to the County and BB&T. If standard form owners and contractors protective liability insurance is procured, such policy shall include BB&T as named insured, and shall include a provision prohibiting cancellation or termination without 30 days prior notice by certified mail to the County and BB&T. A certificate of insurance in form acceptable to the County and BB&T shall be provided to the County and BB&T with respect to each contractor and subcontractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability.

Section 9.10 — ~~Section 9.10~~ Contractor's Builder's Risk Completed Value Insurance. The County shall be required to procure and maintain or cause to be procured and maintained, at no cost to BB&T until the County Courthouse is accepted and insured by the County, standard, all risk of loss builder's risk completed value insurance upon the County Courthouse. Such policy shall not prohibit the waiver of any rights, including but not limited to the right of subrogation, by the County and any contract with respect to each other, their officers, agents and employees relating to claims covered by such policy. The policy shall include a provision prohibiting cancellation or termination without 30 days prior notice by certified mail to BB&T and the County, and may have a deductible clause in such amount as may be approved by BB&T and the County; provided, however, that neither the County nor BB&T shall thereby be deemed to have incurred any obligation to reimburse any other person for the amount of the deductible. A copy of such insurance policy, or a certificate with respect thereto, shall be provided to the County and BB&T. Such insurance coverage shall be in an amount at least equal to the sum of all construction contracts. In the event of any change order resulting in the performance of additional work in connection with the County Courthouse, the amount of such insurance shall be increased to include the cost of such additional work. Such builder's risk completed value insurance policy shall name the County, BB&T, and each contractor as insured, and shall designate BB&T as loss payee for deposit as provided herein. Each such insured shall designate BB&T as its agent for purposes of settlement and payment of proceeds, and no such insured shall have the power to adjust or settle any loss with respect to the County Courthouse without the prior written consent of BB&T.

Section 9.11 — ~~Section 9.11~~ Contractor's Workers' Compensation Insurance. Each contractor and subcontractor entering into a construction contract shall be required to procure and maintain, at its own cost and expense, workers' compensation insurance during the term of its construction contract, covering its employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without 30 days' prior written notice to the County and BB&T. A certificate issued by the state compensation insurance fund evidencing such coverage shall be provided to the County and BB&T or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County and BB&T shall be provided to the County and BB&T with respect to each contractor and subcontractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor or subcontractor who is a party to such construction shall be required to furnish similar workers' compensation insurance.

Section 9.12 — ~~Section 9.12~~ Proceeds of Certain Insurance Policies and Performance Bonds. The net proceeds of any performance or payment bond or insurance policy required by this Article and any net proceeds received as a consequence of default under a construction contract as provided in Section 9.07 of this Lease, shall be paid into the Project Fund.

(End of Article IX)

ARTICLE X

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 — ~~Section 10.01~~ Events of Default. The following shall be “Events of Default” under this Lease and the term “Event of Default” shall mean, whenever used in this Lease, any one or more of the following events:

(a) ~~(a)~~ — If the County fails to pay the Rent required to be paid under Section 4.01 hereof when due and such Default continues for five (5) business days after written notice thereof shall have been given to the County by the Servicer or BB&T; or

(b) ~~(b)~~ — Failure by the County to materially comply with the terms of the Site Agreement; or

(c) ~~(c)~~ — If the County shall default in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Lease or in any instrument supplemental hereto on the part of the County to be performed, and such Default shall have continued for a period of sixty (60) days after written notice, specifying such Default and requiring the same to be remedied, shall have been given to the County by the Servicer or BB&T.

The provisions of paragraph (c) of this Section are subject to the following limitations: If by reason of force majeure the County is unable in whole or in part to carry out its agreements on its part contained herein, the County shall not be deemed in default during the continuance of such disability. The term “force majeure” as used herein includes the following: acts of God; strikes, lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes, storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; fuel shortage; unavailability of materials; or any other cause or event not reasonably within the control of the County. The provisions of paragraph (c) of this Section are subject to the further limitation that if the Default can be remedied but not within a period of sixty (60) days after notice and if the County has taken all action reasonably possible to remedy such default within such 60 day period, the default shall not become an Event of Default for so long as the County shall diligently proceed to remedy such Default and in accordance with any directions or limitations of time made by BB&T. The County agrees, however, to use good faith and reasonable efforts to remedy with all reasonable dispatch any cause or causes preventing the County from carrying out its agreements.

Section 10.02 — ~~Section 10.02~~ Remedies on Default. Whenever any Event of Default referred to in Section 10.01 hereof shall have happened and be continuing, BB&T or a receiver may (i) enter the Leased Property and take possession of the Leased Property without terminating this Lease, holding the County liable for the difference in the net income derived

from such possession and the rents and other amounts payable by the County hereunder during the then-current Renewal Term, or (ii) terminate the Lease Term and give notice to the County to vacate the Leased Property within forty-five (45) days from the date of such notice, and proceed to use its best efforts to again lease the Leased Property or sell BB&T's leasehold interest in the Leased Property in accordance with applicable law, but holding the County liable for all Rent and other payments otherwise due under this Lease during the then-current Renewal Term, or (iii) take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease. Notwithstanding the foregoing or any other provision of this Lease, the maximum amount of contractual payments or damages that BB&T may recover from the County under this Lease is limited to the amount duly budgeted and appropriated by the County for the payment of Rent in the Fiscal Year in which the Event of Default occurs.

Any amounts collected pursuant to action taken under this Section shall be applied first to advances and expenses as provided in Section 10.05 hereof, and next to the payment or prepayment of Rent (principal and interest), and any excess to the County.

Whenever any Event of Default shall occur, BB&T may take any action at law or in equity which may appear necessary or desirable to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the County under this Lease.

Upon termination of this Lease as provided in this Section, the County shall not be responsible for the payment of any Rent coming due with respect to succeeding Fiscal Years, except that if the County has not delivered possession of the Leased Property to BB&T by December 31 in the year in which an Event of Nonappropriation has occurred, BB&T shall be entitled to recover from the County, to the extent permitted by applicable law, an amount equal to the amount of the Rent thereafter coming due during the current Fiscal Year under Section 4.01 hereof which is attributable to the number of days after December 31 during which the County fails to surrender possession of the Leased Property, which amount is hereby determined and stipulated to be just compensation for the occupancy or use of the Leased Property for any such period.

The provisions of this Section and the exercise of any remedy by BB&T or a receiver pursuant to this Section are expressly subject to the provisions of Sections 4.06 and 11.03 hereof.

Section 10.03 — ~~Section 10.03~~ Remedies Cumulative, Delay Not to Constitute Waiver. No remedy conferred upon or reserved to BB&T or a receiver by this Lease is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle BB&T or a receiver to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the

event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to a particular breach so waived and shall not be deemed to waive any other breach hereunder. In case BB&T shall have proceeded to enforce any right under this Lease and such proceedings shall have been determined adversely to BB&T, BB&T shall be restored to its former position and rights hereunder and all rights, remedies and powers of BB&T shall continue as if no such proceedings had been taken.

Section 10.04 ——— ~~Section 10.04~~ Agreement to Pay Attorney’s Fees and Expenses. In the event of default by either party under any of the provisions of this Lease and should either party employ attorneys or incur other expenses for the collection of Rent or the enforcement of performance or observance of any obligation or agreement contained in this Lease, or the Site Lease ~~or the Escrow Agreement~~, both BB&T and the County agree that, unless a court of competent jurisdiction orders otherwise, the prevailing party will be entitled to the award of reasonable attorney fees. Notwithstanding the foregoing, the obligation of the County to pay reasonable attorney’s fees and expenses is subject to appropriation by the Board and only to the extent permitted by law.

Section 10.05 ——— ~~Section 10.05~~ Advances. In the event the County shall fail to maintain or repair, rebuild or restore any of the Leased Property, or shall fail to maintain any insurance as required by the provisions of this Lease, or to do any other thing or make any other payment required to be done or made by any other provision of this Lease, BB&T, in its sole discretion, may do or cause to be done any such thing or make or cause to be made any such payment at the expense or as an advance for the account of the County, and the County shall pay to BB&T, upon demand, and subject to appropriation by the Board, all costs and expenses so incurred and advances so made, with interest at a rate equal to the prime interest rate accrued from the date of demand, to the extent permitted by law.

Section 10.06 ——— ~~Section 10.06~~ Waiver of Appraisalment, Valuation, Etc. In the event the County should default under any of the provisions of this Lease, the County agrees and covenants that it will not hinder, delay or impede the execution of any power herein granted to BB&T, but will suffer and permit the execution of every such power as though no such law had been enacted.

(End of Article X) ~~ARTICLE XI~~

## ARTICLE XI

### OPTION TO PREPAY; DEFEASANCE; RELEASE OF LEASED PROPERTY

Section 11.01 ————— ~~Section 11.01~~ Option to Prepay Lease. Prior to December 1, 2025, this Lease may not be prepaid in whole or in part except with the written consent and in the sole discretion of BB&T. On and after December 1, 2025, the County shall have and is hereby granted an option to prepay this Lease, at any time, in whole ~~or~~ but not in part, without any premium or prepayment fee.

Notwithstanding the foregoing, this Lease shall be considered to be paid in full within the meaning and with the effect expressed in the preceding paragraph if there shall have been deposited in trust or with BB&T either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, concurrently deposited in trust or with BB&T, shall be sufficient to pay the amount set forth in the second paragraph of Section 4.05 hereof on December 31, 2025. This Lease shall also be considered to be paid in part within the meaning and with the effect expressed in the preceding paragraph to the extent that moneys and/or Federal Securities have been deposited in trust or with BB&T, to pay the principal component of Rent and the interest component of Rent accrued thereon on December 31, 2025.

In the event of the exercise of the option to prepay in whole granted in this Section or in the event that this Lease shall be deemed to have been paid in full any Net Proceeds of insurance or condemnation shall be paid to the County, notwithstanding any provision of Sections 6.01 and 6.02 hereof, and BB&T will deliver to the County the documents referred to in Section 11.02 hereof.

The mutual agreements contained in this Section are independent of, and constitute an agreement separate and distinct from, any and all provisions of this Lease and shall be unaffected by any fact or circumstance which might impair or be alleged to impair the validity of any other provisions.

Section 11.02 ————— ~~Section 11.02~~ Release of Leased Property. Upon any prepayment in whole of this Lease, or if the Lease is deemed to be paid in full in accordance with the provisions of Section 11.01 hereof, or upon the expiration of all Renewal Terms available hereunder (if full payment or prepayment of all Rent has been made or provided for in accordance with the provisions hereof and any other conditions precedent to the termination of the Lease Term fulfilled and all payments other than Rent payable hereunder shall have been paid), the Site Agreement and this Lease shall terminate and the Leased Property shall be released from the provisions thereof. Thereupon, BB&T shall deliver or cause to be delivered to the County such documents as the County may reasonably require releasing the Leased Property from the provisions of the Site Agreement and this Lease, subject to the following: (i) Permitted Encumbrances, other than this Lease or the Site Agreement; (ii) those liens and encumbrances created by the County or to the creation or suffering of which the County consented; and (iii)

those liens and encumbrances resulting from the failure of the County to perform or observe any of the agreements on its part contained in this Lease.

Section 11.03 ~~Section 11.03~~ Relative Position of this Article and Article X. The rights and options granted to the County in this Article shall be and remain prior and superior to Article X hereof and may be exercised whether or not the County is in default hereunder.

(End of Article XI)

**ARTICLE XII**

ARTICLE XII

MISCELLANEOUS

Section 12.01 ——— ~~Section 12.01~~ Surrender of Leased Property. In the event the County should default under this Lease and the Lease Term is terminated or in the event of a termination of this Lease pursuant to Section 4.06 hereof, the County agrees to surrender possession of the Leased Property peaceably and promptly to BB&T in as good condition as prevailed at the time it was put in full possession thereof, loss by fire or other casualty covered by insurance, ordinary wear and tear, obsolescence and acts of God excepted.

Section 12.02 ——— ~~Section 12.02~~ Amounts Remaining. It is agreed by the parties hereto that any amounts remaining on deposit with BB&T or the Servicer for the account of the County hereunder upon termination of the Lease Term, as provided in this Lease, after payment in full of all Rent and all other amounts required to be paid hereunder, shall belong to and be paid to the County as overpayment of rents.

Section 12.03 ——— ~~Section 12.03~~ Doctrine of Merger. The Doctrine of Merger shall not apply.

Section 12.04 ——— ~~Section 12.04~~ Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, return receipt requested, postage prepaid, addressed as follows:

~~A. To BB&T ——— Branch Banking and Trust Company  
5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217  
Attention: William DaSilva~~

~~B. To the County ——— Ouray County, Colorado  
P.O. Box C  
541 Fourth St.  
Ouray, Colorado 81427  
Attention: County Administrator~~

<u>A.</u>	<u>To BB&amp;T:</u>	<u>Branch Banking and Trust Company</u> <u>5130 Parkway Plaza Boulevard</u> <u>Charlotte, North Carolina 28217</u> <u>Attention: William DaSilva</u>
<u>B.</u>	<u>To the County:</u>	<u>Ouray County, Colorado</u> <u>P.O. Box C</u> <u>541 Fourth St.</u> <u>Ouray, Colorado 81427</u> <u>Attention: County Administrator</u>

The County or BB&T may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

[Section 12.05](#) ——— ~~Section 12.05~~ Binding Effect. This Lease shall inure to the benefit of and shall be binding upon BB&T, the County and their respective successors and assigns, subject, however, to the limitations contained in Sections 7.02, 8.01, 8.02 and 8.03 hereof.

[Section 12.06](#) ——— ~~Section 12.06~~ Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the County and BB&T.

[Section 12.07](#) ——— ~~Section 12.07~~ Governing Law. This Lease shall be interpreted and enforced in accordance with and governed by the laws of the State of Colorado.

[Section 12.08](#) ——— ~~Section 12.08~~ Counterparts. This Lease may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Lease.

[Section 12.09](#) ——— ~~Section 12.09~~ Severability. In case any section or provision of this Lease, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under the Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable by reason of any law, or actions thereunder, such illegality or invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Lease, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application therefor from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

[Section 12.10](#) ——— ~~Section 12.10~~ Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

[Section 12.11](#) ——— ~~Section 12.11~~ Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Section 12.12](#) No Rating, DTC, or CUSIP. This Lease shall not be (a) assigned a separate rating by any rating agency, (b) registered with the Depository Trust Company or any

other securities depository, (c) issued pursuant to any type of offering document or official statement, or (d) assigned a CUSIP number by Standard & Poor's CUSIP service.

(End of Article XII)

IN WITNESS WHEREOF, BB&T and the County have caused this Lease Agreement to be executed in their respective names and attested by duly authorized officers all as of the date first above written.

\_\_\_\_\_  
~~SUBLESSOR:~~  
~~BRANCH BANKING AND TRUST COMPANY,~~  
\_\_\_\_\_  
~~as sublessor~~

\_\_\_\_\_  
By: \_\_\_\_\_  
William DaSilva, Banking Officer

SUBLESSOR:  
BRANCH BANKING AND TRUST  
COMPANY, as sublessor  
  
By: \_\_\_\_\_  
William DaSilva, Banking Officer

Address of Sublessor:

5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217

STATE OF NORTH CAROLINA    )  
  
COUNTY OF MECKLENBURN    )

) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2018, by William DaSilva, as Banking Officer of Branch Banking and Trust Company.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

~~(SEAL)~~

\_\_\_\_\_

Notary Public, State of North Carolina

IN WITNESS WHEREOF, BB&T and the County have caused this Lease Agreement to be executed in their respective names and attested by duly authorized officers all as of the date first above written.

OURAY COUNTY, COLORADO,  
as Sublessee

[SEAL]

By: \_\_\_\_\_  
Don Batchelder, Chair, ~~Board of County~~

~~Commissioners~~BOCC

ATTEST:

By: \_\_\_\_\_  
~~County~~Michelle Nauer, Clerk ~~and~~& Recorder  
By: Hannah Hollenbeck, Deputy Clerk of the Board

Address of Sublessee:

P.O. Box C  
541 Fourth St.  
Ouray, Colorado 81427

STATE OF COLORADO )

) ss.

COUNTY OF OURAY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2018, by Don Batchelder, Chair of the Board of County Commissioners of Ouray County, Colorado and Michelle Nauer, County Clerk and Recorder of Ouray County, Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public, State of Colorado

SCHEDULE I  
Rental Schedule

[Attach Net Debt Service Schedule]

EXHIBIT A

GENERAL TERMS

1.     ~~1.~~ Name of Sublessee: Ouray County, Colorado
2.     ~~2.~~ Notice Address of County:   P.O. Box C  
  541 Fourth St.  
  Ouray, Colorado 81427
3.     ~~3.~~ Closing Date of this Lease: April 26, 2018
4.     ~~4.~~ Final Expiration Date: December 1, 2037
5.     ~~5.~~ Payment Dates: March 1, June 1, September 1 and December 1 of each year during the Lease Term, commencing September 1, 2018 with respect to interest payments and June 1, 2019 with respect to principal payments.
6.     ~~6.~~ Applicable Rate: The County agrees to pay the interest component of the Rent at a rate of interest equal to the Fixed Rate; *provided, however*, if the Registered Owner receives notice, in any form, from the Internal Revenue Service: (i) that such Registered Owner may not exclude the interest component of the Rent from federal gross income; or (ii) that the obligations of the County hereunder are not “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code because the County breached a covenant contained in this Lease, then the County shall pay to the Registered Owner, within 30 days after the County received notice of such determination, the amount which, with respect to interest component of the Rent previously paid, will restore to the Registered Owner of the interest thereon at the Taxable Rate for the applicable period. Additionally, the County agrees that upon the occurrence of such an event, it shall thereafter pay the interest component of the Rent at the rate of interest equal to the Taxable Rate notwithstanding any other provision of this Lease that may be to the contrary.
7.     The interest component of the Rent shall be calculated on the basis of a 360-day year of twelve 30-day months.

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Except as hereinafter provided, the Land that is subject to the Lease is as set forth in the following legal description (the "Land"):

**[ADD LEGAL DESCRIPTION]**

The renovations and improvements to the County Courthouse on the Land consist of: foundation systems improvements; mechanical, electrical, and plumbing systems replacements; exterior site work; drainage mitigation and water damage repair; interior repair for all three levels including wood, windows, and doors cornice and cupola, exterior brick restoration; sidewalk and landscape improvements; enhanced ADA compliance, and west (main) entrance porch rebuild.

EXHIBIT C

PERMITTED ENCUMBRANCES ON THE CLOSING DATE

1. Liens for ad valorem taxes and special assessments not then delinquent, if applicable.
2. The Site Agreement.
3. This Lease.
4. All other encumbrances appearing of record on the date hereof.

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