

After this instrument has been recorded, please return to:

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Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this
First Amendment to Site Lease is exempt from the documentary fee.

ARAPAHOE COUNTY, COLORADO,

as Lessor

and

BANC OF AMERICA PUBLIC CAPITAL CORP,

as Lessee

FIRST AMENDMENT TO SITE LEASE

[CLOSING DATE], 2021

This First Amendment to Site Lease amends and supplements the Site Lease between Arapahoe County, Colorado, as lessor, and Banc of America Public Capital Corp, as lessee, dated as of May 19, 2011, which was recorded with the Arapahoe County Clerk and Recorder on May 19, 2011, at Reception No. D1047760.

FIRST AMENDMENT TO SITE LEASE

FIRST AMENDMENT TO SITE LEASE dated as of [closing date], 2021, (the “First Amendment to Site Lease”) by and between ARAPAHOE COUNTY, COLORADO, as lessor, (the “County”), a body corporate and politic of the State of Colorado (the “State”) duly organized and existing under the laws of the State, and BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation, as lessee (together with its successors and assigns, “BAPCC”) amends the Site Lease dated as of May 19, 2011 (the “2011 Site Lease”) by and between the County and BAPCC.

WITNESSETH:

WHEREAS, the County has previously leased certain real property of the County and the improvements located thereon, generally known as the Arapahoe County Justice Facility (the “Initial Leased Property”), to BAPCC under the 2011 Site Lease and then leased the Initial Leased Property back from BAPCC pursuant to a Lease Purchase Agreement dated as of May 19, 2011 (the “2011 Lease”); and

WHEREAS, the County and BAPCC have determined that a portion of the Initial Leased Property be released and the Board of County Commissioners has determined that it is in the best interests of the County and its residents and taxpayers that the County and BAPCC execute and deliver this First Amendment to Site Lease to amend the description of the Leased Property as described in Exhibit A to the 2011 Lease;

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

ARTICLE I

DEFINITIONS AND APPLICABILITY

Section 1.1. Definitions Generally. All capitalized words and phrases in this First Amendment to Site Lease not otherwise defined herein shall have the respective meanings set forth in the 2011 Lease, unless the context otherwise requires.

Section 1.2. First Amendment to Site Lease. This First Amendment to Site Lease amends and supplements the 2011 Site Lease and is entered into in accordance with the provisions of the 2011 Site Lease. Except as otherwise provided in this First Amendment to Site Lease, the provisions of the 2011 Site Lease remain in full force and effect.

ARTICLE II

AMENDMENTS TO SITE LEASE

Section 2.1. Amendment to 2011 Site Lease Exhibit A. Exhibit A to the 2011 Site Lease, setting forth the description of the Leased Property, is hereby amended as set forth in Appendix A to this First Amendment to Site Lease.

ARTICLE III

MISCELLANEOUS

Section 3.1. Execution in Counterparts. This First Amendment to Site Lease may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 3.2. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Amendment to Site Lease.

[Signature Page of First Amendment to Site Lease Follows]

IN WITNESS WHEREOF, the County has caused this First Amendment to Site Lease to be executed in its corporate name and the seal of the County to be affixed hereto and attested by its duly authorized officers; and BAPCC has caused this First Amendment to Site Lease to be executed in its name and attested by its duly authorized officer. All of the above are effective as of the date first above written.

(SEAL)

ARAPAHOE COUNTY, COLORADO,
as Lessor

Attest:

By: _____
County Clerk

By: _____
Chair, Board of County Commissioners

BANC OF AMERICA PUBLIC CAPITAL
CORP, as Lessee

By: _____

Name: _____

Title: _____

[Signature Page of First Amendment to Site Lease]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, as _____ of Banc of America Public Capital Corp.

WITNESS my hand and official seal.

[SEAL]

Notary Public, State of _____

APPENDIX A TO FIRST AMENDMENT TO SITE LEASE

EXHIBIT A TO SITE LEASE

DESCRIPTION OF THE LEASED PROPERTY

Improvements: Two buildings in Arapahoe County located on a portion of the Land described below and identified as 6924 S. Lima Street and 6954 S. Lima Street, together with any fixtures and permanent improvements to such buildings. The following are not part of the Leased Property: the buildings located on a portion of the Land described below and identified as 6904 S. Lima Street, 6914 S. Lima Street, 6934 S. Lima Street, 6964 S. Lima Street, 6974 S. Lima Street, and 6984 S. Lima Street together with any fixtures and permanent improvements to such buildings.

Land:

The land is situated in the County of Arapahoe, State of Colorado and is described as follows:

Parcel 1:

Lot 2, Block 1, and Tract A,

South Lima Street Business Center Filing No. 1, according to the plat thereof recorded September 6, 2001 in Book 202 at Pages 71-72, at Reception No. B1151338,

EXCEPTING THEREFROM that portion conveyed in Special Warranty Deed recorded February 3, 2004 at Reception No. B4021058,

EXCEPTING THEREFROM that portion conveyed in Special Warranty Deed recorded February 27, 2007 at Reception No. B7024963,

County of Arapahoe,

State of Colorado.

Parcel 2:

An easement for access and incidental purposes as set forth in the Declaration of Easement recorded September 10, 2001 at Reception No. B1153702, in the records of the office of the Clerk and Recorder of the County of Arapahoe, State of Colorado.