

## TERMINATION OF CAPITAL FUNDING AGREEMENTS

This **TERMINATION OF CAPITAL FUNDING AGREEMENTS** (this “**Termination Agreement**”) is made and entered into effective the 1<sup>st</sup> day of January, 2023, by and between **ABILENE STATION METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), **ABILENE STATION METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**” and, collectively with District No. 1, the “**Districts**”), and **ABILENE STATION LLC**, a Colorado limited liability company (f/k/a Abilene Corporate Center LLC and referenced herein as the “**Developer**”) (Districts and Developer may individually be referred to herein as a “**Party**” and collectively as the “**Parties**”).

### RECITALS

- A. The Developer is developing property within the Districts known as Abilene Station.
- B. The Districts and the Developer are parties to that certain Facilities Acquisition Agreement, dated April 17, 2015 (the “**FAA**”).
- C. District No. 2 and the Developer are also parties to that certain Project Funding and Reimbursement Agreement, dated April 11, 2007 (together with the FAA, the “**Capital Funding Agreements**”).
- D. As of December 31, 2022, Two Million Eight Hundred Thirty Two Thousand One Hundred Twenty Six Dollars and Eleven Center (\$2,832,12611) in principal was due and owing to the Developer from the Districts for advances made pursuant to the Capital Funding Agreements (“**Outstanding Advances**”). Interest has and will continue to accrue on the Outstanding Advances as set forth in Section 2 of the Facilities Acquisition Agreement being entered into between District No. 1 and the Developer contemporaneously with the Termination Agreement herein, effective January 1, 2023 (the “**New FAA**”).
- E. A portion of the property within Abilene Station has been previously included into the boundaries of District No. 1, and it is anticipated that the remaining portion of the property within Abilene Station will be included into the boundaries of District No. 1 in the future. Therefore, a funding agreement between the Developer and District No. 2 will no longer be necessary.
- F. Simultaneous with the execution of this Termination Agreement, District No. 1 is entering into the New FAA with the Developer, pursuant to which District No. 1 will be obligated to reimburse the Developer for the Outstanding Advances.
- G. The Parties desire to terminate the Capital Funding Agreements.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties agree as follows:

## COVENANTS AND AGREEMENTS

1. Termination. The Parties agree that the Capital Funding Agreements are terminated and are of no further force or effect, as of the effective date of this Termination Agreement.

2. Payment of Outstanding Advances. The Parties agree that District No. 1 will be obligated to reimburse the Developer for the Outstanding Advances under the New FAA. The Parties further agree that District No. 2 shall be released from any further obligation to reimburse the Developer for the Outstanding Advances.

3. Representations. Each Party represents that it has not transferred, assigned, or granted to any other party any rights or obligations under the Capital Funding Agreements.

4. Release. Except as set forth herein, the Parties hereby release each other from any and all liabilities, obligations, or duties that may have arisen or have been contemplated by the Capital Funding Agreements. Each Party agrees not to make any claim against the other Party with respect to the Capital Funding Agreements or the performance or non-performance of any covenant or condition contained within or contemplated by the Capital Funding Agreements.

5. Binding Effect. This Termination Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**[SIGNATURE PAGE TO TERMINATION OF CAPITAL FUNDING AGREEMENTS]**

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

**ABILENE STATION METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By:   
President

Attest:

  
Secretary

**ABILENE STATION METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado

By:   
President

Attest:

  
Secretary

**ABILENE STATION LLC**, a Colorado limited liability company

By: David J. Erb & Company  
Its: Manager

By:   
David J. Erb, President