

**WYOMING BANK AND TRUST**

**AS LESSOR AND TRUSTEE**

**and**

**NORTHERN WYOMING  
COMMUNITY COLLEGE DISTRICT,  
STATE OF WYOMING  
AS LESSEE**

**FACILITIES LEASE AGREEMENT**

**Dated as of June 7, 2005**

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### FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (the "Lease"), dated as of June 7, 2005, is entered into by and between WYOMING BANK AND TRUST, a banking association organized and existing under the laws of the state of Wyoming, with its principal corporate trust office located at 5827 Yellowstone Road, Cheyenne, Wyoming 82009 (the "Lessor"), as lessor and trustee hereunder, and the NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT, STATE OF WYOMING (the "District" or the "Lessee"), as lessee hereunder;

#### WITNESSETH:

WHEREAS, the District is a duly and regularly created, organized and existing, community college district and body corporate, existing as such under and by virtue of the Constitution and laws of the State of Wyoming; and

WHEREAS, the District has the authority, pursuant to Wyoming Statute § 21-18-303 (a)(ii) to hold and convey property for the benefit of the District; and

WHEREAS, the District is the owner of certain real estate located in the city of Sheridan, Wyoming, the legal description of which is set forth on Exhibit A hereto (the "Site"); and

WHEREAS, pursuant to that certain Site Lease dated as of June 7, 2005, between the District, as Lessor, and Wyoming Bank and Trust as Trustee and Lessee, (the "Site Lease"), the Lessor as trustee acquired a leasehold interest in the Site; and

WHEREAS, for purposes of acquiring a subleasehold interest in the Site upon which the Improvements (as hereinafter defined) are to be located, the Lessee has determined that it is necessary and appropriate and in the best interests of the Lessee and in furtherance of the purposes of the Lessee that the Lessee and the Lessor enter into this Lease Agreement (the "Lease") to provide for the sublease of the Site and the Improvements (collectively the "Facilities"); and

WHEREAS, the proceeds of this Lease derived from the Beneficiaries, as hereinafter defined, shall be used to finance the Lessee's construction, renovation and equipping of the building and facilities located on the Site (the "Improvements"); and

WHEREAS, Lessor is a state banking association acting as trustee hereunder; and

WHEREAS, each of the Beneficiaries, as hereinafter defined, is a beneficiary of the trusts created hereunder (collectively, the "Beneficiaries" and individually a "Beneficiary") and each Beneficiary has advanced certain of its funds to be deposited in the Improvement Fund in consideration for becoming a Beneficiary hereunder, as hereinafter provided; and

WHEREAS, the obligations of the Lessee to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be subject to the action of the Board of Trustees of the Lessee (the "Board") in annually appropriating moneys of the Lessee for all payments and for the performance of all obligations of the Lessee hereunder during the fiscal year following such appropriation, and such obligations shall not be deemed or construed as creating an indebtedness of the Lessee within the meaning of any provision of the Constitution or laws of the State of Wyoming concerning or limiting the creation of indebtedness by the Lessee; and

WHEREAS, this Lease shall not directly or indirectly obligate the Lessee to make any payments beyond those currently appropriated; and

WHEREAS, it is the present intention and expectation of the Lessee that this Lease will not be terminated until the end of the Lease Term, but this declaration shall not be construed as contractually obligating or otherwise binding the Lessee; and

WHEREAS, the leasing of the Facilities and the performance and delivery of this Lease have been determined to be necessary and appropriate and have been authorized, approved and directed by the Board, as evidenced by its execution of this Lease; and

WHEREAS, the execution and performance of this Lease have been authorized, approved and directed by all necessary and appropriate corporate action of the Lessor.

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

## ARTICLE I

### DEFINITIONS

The following will have the meanings specified below unless the context clearly requires otherwise:

"Act" means W.S. § 21-18-301 et.seq., as amended.

"Additional Rentals" means the cost of all taxes, insurance premiums, utility charges, costs of maintenance and repair, and all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Lessee shall fail to pay the same, as specifically set forth herein) and which the Lessee assumes or agrees to pay hereunder with respect to the Facilities. Additional Rentals do not include the Base Rentals or the Lease Option Price.

"Base Rentals" means the payments payable by the Lessee pursuant to Section 6.2 of this Lease and Exhibit B hereto, as it may be amended hereunder, during the Original Term and any Renewal Term hereof, which constitute the payments payable by the Lessee for and in consideration of the right to use the Facilities during such Original Term or Renewal Term.

"Beneficiaries" means each of the entities listed on Exhibit E hereto and their respective successors and assigns.

"Beneficiary Representative" means the person or persons at the time designated to act on behalf of the Beneficiaries, for purposes of performing any act on behalf of the Beneficiaries as provided under this Lease, by a written certificate furnished to the Lessee and the Lessor signed on behalf of each Beneficiary by any duly authorized officer of each Beneficiary. First Interstate Bank has been appointed as the initial Beneficiary Representative.

"Board" means the Board of Trustees of Northern Wyoming Community College District.

"Chairman" means the Chairman of the Board.

"District" means Northern Wyoming Community College District.

"Event of Default" means one or more events of default as defined in Section 13.1 of this Lease.

"Event of Nonappropriation" means a nonrenewal of this Lease by the Lessee caused by the Board's failure, for any reason, to appropriate, specifically with respect to this Lease, moneys sufficient to pay Base Rentals and Additional Rentals (which appropriations for Additional Rentals shall be at least equal to certain minimum amounts as provided in Section 6.3 of this Lease) all as further described in Section 6.7 of this Lease. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the first day after the third Tuesday in June of each year, or as of any earlier date on which the Lessee gives written notice to the Lessor that because of formal action taken by the Board this Lease will not be renewed; but the Lessor may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time.

"Facilities" means the Site and the Improvements, collectively.

"Fiscal Year" or "fiscal year" means the fiscal year of the District which commences July 1 of each year and ends June 30 of the following year.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Wyoming or any subdivision thereof or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the Lessee.

"Gross Disposition Proceeds" means all moneys received by the Lessor from any re-leasing of the Facilities pursuant to Sections 6.7, 10.3(a) or 13.2 of this Lease, and all amounts



collected from subsequent lessees or any other parties occupying the Facilities, and all other income otherwise arising out of the management or operation of the Facilities.

"Improvements" means the improvements to the Site, including the renovations and fixtures financed with the proceeds of this Lease, as more fully described in Exhibit D hereto.

"Improvement Fund" means the Improvement Fund created by Section 7.1 of this Lease.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court in the State of Wyoming and who is not an employee of the Lessor, any Beneficiary or the Lessee.

"Lease" means this Lease Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

"Lease Option Price" means an amount payable, at the option of the Lessee as provided in Article XII of this Lease, for the purpose of prepaying all Base Rentals as set forth in Exhibit B hereto.

"Lease Term" means the term of this Lease, as provided under Section 4.1 of this Lease, subject to the termination provisions of Section 4.2 of this Lease. "Lease Term" refers to the time during which the Lessee is the lessee under this Lease; certain provisions of this Lease survive the termination of the Lease Term, as further provided in Section 4.2 of this Lease.

"Lessee" means Northern Wyoming Community College District, or its successors and assigns.

"Lessee Resolution" means the Resolution of the Board adopted May 19, 2005, authorizing, among other things, execution and delivery of this Lease.

"Lessee Representative" means (i) the Chairman of the Board of the Lessee, or (ii) any other person at the time designated to act on behalf of the Lessee, for the purposes of performing any act under this Lease, by a written certificate furnished to the Lessor or the Beneficiaries containing the specimen signature of such person or persons and signed on behalf of the Lessee by the Chairman.

"Lessor" means Wyoming Bank and Trust, as Lessor and trustee hereunder, and its successors and assigns.

"Lessor Representative" means the person or persons at the time designated to act on behalf of the Lessor, for purposes of performing any act on behalf of the Lessor under this Lease, by a written certificate furnished to the Lessee or the Beneficiaries containing the specimen signature of such person or persons and signed on behalf of the Lessor by any duly authorized officer of the Lessor.

"Net Casualty Proceeds," means when used with respect to any performance or payment bond proceeds, or proceeds from policies of insurance required hereby or any condemnation award in connection with the Facilities the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award.

"Net Disposition Proceeds" when used with respect to releasing of the Facilities by the Lessor as provided in Sections 6.7, 10.3(a) or 13.2 of this Lease, means the amount remaining after deducting from the Gross Disposition Proceeds all reasonable and necessary costs incurred by the Lessor in connection with such re-leasing (including fees of managers and agents), and all reasonable and necessary costs of operating and maintaining the Facilities.

"Notice of Cancellation" means a written notice of an Event of Nonappropriation delivered to the Lessor and the Beneficiaries by the Lessee in accordance with the terms hereof, representing that the Lessee has used its best efforts to obtain an appropriation as provided herein.

"Original Term" means the portion of the Lease Term which terminates on June 30, 2005.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Article VII and Section 9.3 of this Lease; (ii) the Site Lease and this Lease; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which the Lessee Representative certifies will not interfere with or impair the Facilities, including rights or privileges in the nature of easements as provided in Section 11.4 hereof; (iv) any financing statements filed to perfect or evidence security interests pursuant to this Lease; (v) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Facilities and as do not, in the opinion of Independent Counsel, materially impair title to the Facilities; and (vi) the items listed on Exhibit C hereto.

"Renewal Term" shall have the meaning set forth in Section 4.1.

"Site" means the real estate, the legal description of which is set forth in Exhibit A to this Lease which is subleased by the Lessor to the Lessee pursuant to this Lease.

"Site Lease" means the Site Lease, dated June 7, 2005, between the District, as lessor and Wyoming Bank and Trust, as trustee and lessee.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a community college district and body corporate, duly organized and validly existing under the Constitution and laws of the State of Wyoming, with full power and legal right to enter into this Lease and perform its obligations hereunder. Lessee's actions in making and performing this Lease have been duly authorized by a resolution of the Board and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which Lessee or its properties are bound. Lessee further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Lease and Lessee has complied with all public bidding and other statutory requirements as may be applicable to Lessee in the authorization, execution, delivery and performance of this Lease;

(b) Lessee has obtained all necessary licenses, permits and approvals, if any, required by all governing bodies or agencies having jurisdiction over the construction and renovation of the Improvements and operation of the Facilities;

(c) During the Lease Term, Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its legal existence;

(d) During the Lease Term, the Facilities will be used by the Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee;

(e) The Lessee hereby declares its current need for the Facilities. It is hereby declared to be the present intention and expectation of the Lessee that this Lease will not be terminated until the end of the Lease Term; but this declaration shall not be construed as contractually obligating or otherwise binding the Lessee;

(f) The Lessee will take no action that would cause the interest component of the Base Rentals due hereunder to become includible in gross income for federal income tax purposes and will take or cause its officers, employees and agents to take all actions lawfully within its powers necessary to cause the interest component of the Base Rentals to remain excludable from gross income for federal income tax purposes;

(g) The Lessee agrees to observe and comply with all rules, regulations and laws applicable to the Lessee with respect to operating, maintaining and improving of the Facilities. The cost, if any, of such observance and compliance shall be borne by the Lessee, and the Lessor shall not be liable therefor as a result of any provision of this Lease;

(h) To the knowledge of the Lessee, there is no litigation or proceeding pending or threatened against the Lessee or any other person affecting the right of the Lessee to execute and deliver this Lease and related documents or certificates, or affecting the ability of the Lessee to make payments required under the Lease or to otherwise comply with the obligations contained herein;

(i) During the period this Lease is in force, the Lessee will annually provide the Lessor with current financial statements, budgets and such other financial information relating to the ability of the Lessee to continue this Lease as may be reasonably requested by the Lessor or its assignee;

(j) The Facilities will have a useful life in the hands of the Lessee that is substantially in excess of the Lease Term; and

(k) The operation and design of the Facilities in the manner presently contemplated and as described herein will not conflict with any applicable zoning, water or air pollution or other ordinance, order, law or regulation relating to zoning, building, safety or environmental quality of which the Lessee is aware, after due inquiry, which conflict would materially and adversely affect its operation of the Facilities, and all utilities are available to adequately serve the Facilities.

Section 2.2. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants for the benefit of the Lessee as follows:

(a) The Lessor is a state banking association with full trust powers, has all necessary power to lease the Facilities to the Lessee pursuant to this Lease, is possessed of full power to hold real and personal property and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, or constitutes a default under any of the foregoing.

(c) The Lessor acknowledges and recognizes that this Lease will be terminated at the end of the Original Term or any Renewal Term during which an Event of Nonappropriation occurs and that the act of appropriating funds is a legislative act and, as such, is solely within the discretion of the Board.

Section 2.3. Designation. The Lessee hereby designates this Lease to be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

## ARTICLE III

## DEMISING CLAUSE

The Lessor hereby demises and subleases the Site and the Improvements to the Lessee, and the Lessee and subleases the Site and the Improvements from the Lessor, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Original Term and Renewal Terms, if any.

## ARTICLE IV

## LEASE TERM

Section 4.1. Commencement of Lease Term; Notices; Renewals. (a) The Lease Term shall commence on the date hereof and shall terminate on June 30, 2005, unless sooner terminated as herein provided. The Original Term shall commence on the date of this Lease and shall terminate on the 30th day of June following execution of this Lease. The Lessee has paid the Base Rental for the Original Term at the execution of this Lease. Each Renewal Term for the Lease shall consist of the annual period commencing July 1 of each year and ending on June 30 of the subsequent year. The Lease Term may be terminated, solely at the option of the Lessee, at any time, effective as of the end of the Original Term or the current Renewal Term. If the Lessee shall determine to terminate this Lease, the Lessee shall give written notice to such effect to the Lessor and the Beneficiary Representative not less than five days prior to the end of the Original Term or the then current Renewal Term; provided, however, that neither the failure to give such notice nor the termination of this Lease shall constitute an Event of Default, or prevent the Lessee from terminating this Lease, or prevent this Lease from being deemed terminated as hereinafter provided, or result in any liability on the part of the Lessee. The Lessee's exercise of its option to terminate or not to terminate this Lease shall be conclusively determined by whether or not the Board of the Lessee has, on or before the first day after the third Tuesday in June of any year, allocated, with respect to this Lease, moneys sufficient to pay the Base Rentals and Additional Rentals (which allocations for Additional Rentals shall be at least equal to certain minimum amounts as provided in Section 6.3 of this Lease), for such Renewal Term. Such failure to allocate money or failure to so appropriate shall be deemed to be a termination of this Lease without further notice to the Lessor. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals shall be as provided in Exhibit B, as it may be amended hereunder.

The Lessee agrees to provide to the Lessor and the Beneficiary Representative by June 1 of each Renewal Term written notice as to whether an appropriation to pay the Base Rentals and the Additional Rentals for this Lease is included in the proposed budget of the Lessee to be presented to the Board for approval.

(b) The Lessee shall in any event, whether or not the Lease is to be renewed, furnish the Beneficiary Representative with copies of all appropriation measures relating to Base

Rentals, Additional Rentals under this Lease, promptly upon the enactment thereof by the Board or upon the request of the Beneficiary Representative.

Section 4.2 Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

- (a) The expiration of any Original or Renewal Term during which there occurs an Event of Nonappropriation after Notice of Cancellation is given as provided in Section 4.1;
- (b) the exercise by the Lessee of its option to pay the Lease Option Price pursuant to Section 12.5 of this Lease;
- (c) an Event of Default and the Lessor's termination of the Lease Term under Article XIII of this Lease; or
- (d) termination of the Lease Term pursuant to Section 10.3 of this Lease under the conditions provided therein.

Termination of the Lease Term shall terminate all obligations of the Lessee under this Lease and shall terminate all of the Lessee's rights under this Lease; but all other provisions of this Lease and the receipt and disbursement of funds shall be continuing as provided herein.

## ARTICLE V

### ENJOYMENT OF FACILITIES

The Lessor hereby covenants that the Lessee shall during the Lease Term, so long as there exists no Event of Default hereunder, peaceably and quietly have and hold and enjoy the Facilities without suit, trouble or hindrance from the Lessor, except as expressly required or permitted herein. The Lessor shall not interfere with the quiet use and enjoyment of the Facilities by the Lessee during the Lease Term so long as no Event of Default shall have occurred. The Lessor shall, at the request of the Lessee and at the cost of the Lessee, join and cooperate fully in any legal action in which the Lessee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Facilities, to the extent that the Lessor may lawfully do so. In addition, the Lessee may at its own expense join in any legal action affecting its possession and enjoyment of the Facilities and shall be joined in any action affecting its liabilities hereunder. The provisions of this Article V shall be subject to the Beneficiary Representative's right to inspect the Facilities pursuant to Section 11.6 of this Lease.

## ARTICLE VI

## PAYMENTS BY THE LESSEE

Section 6.1. Payments to Constitute Currently Appropriated Expenditures of the Lessee. The Lessee and the Lessor acknowledge and agree that the Base Rentals and Additional Rentals hereunder shall constitute currently appropriated expenditures of the Lessee. The Lessee's obligations under this Lease shall be subject to the action of the Board in annually appropriating moneys of the Lessee for all Base Rentals and the minimum Additional Rentals required by Section 6.3 of this Lease, and for the performance of all obligations of the Lessee hereunder during the fiscal year following such appropriation (as further provided in Sections 4.1, 4.2, 6.2, 6.3 and 6.7 hereof). No provision of this Lease shall be deemed or construed as creating an indebtedness of the Lessee within the meaning of any provision of the Constitution or laws of the State of Wyoming concerning or limiting the creation of indebtedness by the Lessee. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of the statutes or the Constitution of the State of Wyoming. This Lease shall not directly or indirectly obligate the Lessee to make any payments beyond those currently appropriated or from funds other than those so appropriated; however, any Event of Nonappropriation hereunder must occur in accordance with the terms of this Lease. The Lessee shall be under no obligation whatsoever to exercise its option to prepay the Base Rentals hereunder.

Section 6.2. Base Rentals. The Lessee shall pay Base Rentals during the Lease Term to the Lessor in accordance herewith, on June 15, 2005, and on December 15 and June 15 of each Renewal Term (the "Base Rental Payment Dates") in the amounts and on the dates set forth in the "Total Base Rentals" column of Exhibit B, attached hereto and made a part hereof, as it may be amended hereunder. The amount of Base Rentals otherwise payable hereunder shall be reduced by an amount equal to any moneys applied toward the payment of Base Rentals pursuant to Section 10.2 of this Lease.

Section 6.3. Additional Rentals. All Additional Rentals shall be paid by the Lessee, subject to the limitations herein provided, during the Original Term and any Renewal Terms. All Additional Rentals shall be paid by the Lessee on a timely basis directly to the Lessor. The Lessee shall furnish an itemization of estimated Additional Rentals to the Lessor and the Beneficiary Representative on or before the June 1 preceding each Renewal Term.

Section 6.4. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as it may be amended hereunder, sets forth the interest component of each payment of Base Rentals.

Section 6.5. Manner of Payment. (a) The Base Rentals during the Lease Term and, if paid, the Purchase Option Price, shall be paid in lawful money of the United States of America to the Lessor who shall pay to the Beneficiaries the Base Rental at its address set forth in Section 17.1. The obligation of the Lessee to pay the Base Rentals and Additional Rentals required under this Article VI and other sections hereof, during the Original Term and any



Renewal Terms, shall be absolute and unconditional in all events except as expressly provided hereunder (including in such exception, without limitation, the provisions of Sections 4.1, 4.2, 6.2, 6.3, 6.7 and 13.1 hereof and subparagraph (b) below), and payment of the Base Rentals and Additional Rentals during the Lease Term shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between or among the Lessee and the Lessor or the Beneficiaries, or any other person, the Lessee shall, subject to Sections 4.1, 4.2, 6.2, 6.3, 6.7, 8.3, 9.5 and 13.1 hereof and subparagraph (b) below, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the Lessee assert any right of setoff or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lessor or the Beneficiaries shall affect the Lessee's obligation to pay Base Rentals and Additional Rentals during the Lease Term.

(b) The Lessee may, at the expense and in the name of the Lessee, in good faith contest any Additional Rentals, and in the event of such contest, may permit the Additional Rentals to remain unpaid during the period of such contest, unless the Beneficiary Representative shall notify the Lessee and the Lessor that, in the opinion of Independent Counsel, by nonpayment of any such items, the security afforded by the terms hereof will be materially endangered or the Facilities or any portion thereof will be subject to loss or forfeiture or the Lessor will be subject to liability, in which event such Additional Rentals shall be paid forthwith.

Section 6.6. Declaration of Lessee's Need for the Facilities; Determinations as to Adequacy of Consideration and Reasonableness of Payments. The Lessee hereby declares its current need for the Facilities (including the Improvements) and its current determination that this Lease is the most appropriate means to fulfill that need. The Lessee hereby determines that the Lessee's rights to and interest in the Facilities (including the Improvements) under this Lease during the Original Term and any Renewal Term constitute adequate consideration for the payment by the Lessee of the Base Rentals; and that the Base Rentals are not unreasonable and do not place the Lessee under an economic compulsion to renew this Lease or to exercise its option to prepay Base Rentals hereunder. In making such determinations, the Lessee has given consideration to the current appraised value of the Site, the uses and purposes for which the Facilities will be employed by the Lessee, the benefit to the citizens and inhabitants of the Lessee by reason of the leasing of the Facilities and the use and occupancy of the Facilities pursuant to the terms and provisions of this Lease and the Lessee's option to prepay the Base Rentals. The Lessee hereby determines and declares that the useful life of the Facilities substantially exceeds the maximum term of this Lease, including all Renewal Terms.

Section 6.7. Nonappropriation. In the event that the Board shall make a specific determination not to appropriate, specifically with respect to this Lease, and shall deliver to the Lessor and the Beneficiary Representative a Notice of Cancellation to that effect, no later than the first day after the third Tuesday in June of each year, moneys sufficient to pay all Base Rentals coming due for the next Renewal Term, and the minimum amount for Additional Rentals, an Event of Nonappropriation shall be deemed to have occurred (provided, however, that the Lessor may declare an Event of Nonappropriation as of any earlier date on which the Lessee gives written notice to the Lessor that this Lease will not be renewed; and provided



further, that the Lessor may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time).

If an Event of Nonappropriation occurs, and the Lessor and the Beneficiaries are notified as required hereunder, the Lessee shall not be obligated to pay the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after the last day of the Original or Renewal Term during which such Event of Nonappropriation occurs; and, subject to the next sentence hereof, the Lessee shall vacate the Facilities by the expiration of the Original or Renewal Term during which an Event of Nonappropriation occurs. If the Lessee does not vacate the Facilities by such time, Base Rentals and Additional Rentals will continue to accrue and the Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease (provided, however, that recovery of such portion of Base Rentals and Additional Rentals shall be the only circumstances under which a money judgment shall be recoverable against the Lessee solely by reason of an Event of Nonappropriation).

After the expiration of the Original or Renewal Term during which an Event of Nonappropriation occurs, the Lessor may release the Facilities in the manner provided in Section 13.2 of this Lease.

## ARTICLE VII

### RENOVATION AND CONSTRUCTION OF IMPROVEMENTS TO THE FACILITIES

Section 7.1. Establishment of the Improvement Fund. There is hereby established with the Lessor in trust the Improvement Fund. The amount of \$600,000 shall be deposited with the Lessor in trust from the funds made available by the Beneficiaries on the date of the execution and delivery of this Lease. The funds on deposit in the Improvement Fund shall be utilized by the Lessee to finance the cost of the Improvements described in Section 9.2(b) of this Lease and to pay the costs relating to the execution and delivery of this Lease, including, but not limited to financial advisory fees, legal fees, trustee fees, fees for title insurance and all other reasonable and necessary related costs. The Lessor is authorized to make disbursements from the Improvement Fund for the purposes specified herein upon the receipt by the Lessor of a requisition signed by the Lessee Representative, with a statement stating: (i) the name and address of the person, firm or corporation to whom payment is due or was made; (ii) the amount to be paid; (iii) that none of the items for which the payment is proposed to be made has been the subject of any payment theretofore made from the Improvement Fund; and (iv) the nature of each item for which the payment is proposed to be made and that such item is or was reasonable and necessary in connection with the Improvements on the execution and delivery of this Lease. Upon the occurrence of an Event of Default hereunder and the exercise by the Lessor of the remedies specified in Section 13.2 of this Lease, any monies in the Improvement Fund shall be applied by the Lessor in accordance with Section 13.5 of this Lease. Amounts on deposit in the Improvement Fund shall be invested by the Lessor at the direction of the Lessee Representative only in investments permitted for counties under the laws of the State of Wyoming pending their

disbursement, and investment income, if any, therefrom, shall remain on deposit in the Improvement Fund.

The Lessee agrees to promptly renovate and construct the Improvements, through the application of moneys to be disbursed from the Improvement Fund. The Lessee hereby agrees that all of the following shall require the prior approval of the Lessor's and Beneficiary Representative:

- (a) any change orders in connection with the Improvements in excess of \$50,000; and
- (b) each revision to the Improvements budget, Improvements construction schedule, or Improvements designs, plans or specifications (the "Improvements Documents") in an amount equal in value to \$50,000.

Any funds remaining in the Improvement Fund after completion of the Facilities and payments of all costs of the Improvements, may be used by the Lessee to pay Base Rentals as the same become due, or shall be delivered to the Lessee following termination of the Lease Term, subject to Section 13.5 of this Lease if an Event of Default has occurred.

Section 7.2. Improvements Documents. The Lessee and the Lessor shall have and keep on file copies of all Improvements Documents executed and delivered in connection with financing of the Improvements throughout the Lease Term, or as soon after the commencement of the Lease Term as such Improvements Documents shall become available. Neither the Improvements Documents nor any change or amendment thereto shall (i) cause the Facilities to be used for any purpose prohibited hereby or by the Constitution and laws of the State of Wyoming; (ii) result in a material reduction in the value of the Facilities; or (iii) adversely affect the ability of the Lessee to meet its obligations hereunder.

## ARTICLE VIII

### TITLE TO THE FACILITIES; LIMITATIONS ON ENCUMBRANCES

Section 8.1. Title Insurance. Concurrently with the execution hereof the Lessor shall be provided with a commitment for a standard title insurance policy insuring the Lessor's leasehold interest in the Facilities as trustee, subject only to Permitted Encumbrances, in an amount not less than the amount made available by the Beneficiaries for their interest in this Lease. Such title insurance policy shall be delivered to the Lessor at the expense of the Lessee within thirty days of the execution hereof.

Section 8.2. Title to the Facilities. Fee title to the Facilities, and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Lessee.

Section 8.3. No Encumbrance, Mortgage or Pledge of Facilities. The Lessee shall not permit any mechanic's or other liens other than Permitted Encumbrances to be established or

remain against the Facilities; provided that, if the Lessee shall first notify the Lessor and the Beneficiary Representative of the intention of the Lessee so to do, the Lessee may in good faith contest any mechanic's or other lien filed or established against the Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Beneficiary Representative shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the Lessor's leasehold interest to the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items; and further provided that such payment obligations of the Lessee shall be subject to the provisions of Section 6.3 of this Lease). The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee. Neither the Lessor nor, except as provided above, the Lessee, shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities, except Permitted Encumbrances. The Lessee or the Lessor, as the case may be, shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred, assumed or suffered to exist.

## ARTICLE IX

### MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1. Maintenance of the Facilities by the Lessee. The Lessee agrees that at all times during the Lease Term the Lessee will maintain, preserve and keep the Facilities or cause the Facilities to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and that the Lessee will from time to time make or cause to be made all necessary and proper repairs, subject to Sections 6.3 and 9.3 of this Lease. The Lessor shall not have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the Facilities.

Section 9.2. Modification of the Facilities; Installation of Furnishings and Machinery of the Lessee

(a) The Lessee shall have the privilege of making substitutions, additions, modifications and improvements to the Facilities, at its own cost and expense, and all of the same shall be the subject to this Lease and shall be included under the terms hereof; provided, however, that all such remodeling, substitutions, additions, modifications and improvements shall not in any way permanently damage the Facilities or cause it to be used for purposes other than lawful public purposes of the Lessee (except to the extent that subleasing of the Facilities by the Lessee is permitted as provided in Section 12.2 of this Lease); and provided that the Facilities, as remodeled, improved or altered, upon completion of such remodeling, substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Facilities

immediately prior to such remodeling or such making of substitutions, additions, modifications and improvements. Further, any remodeling, substitutions, additions, modifications and improvements shall also be in compliance with Section 9.3 hereof.

(b) The Lessee covenants to remodel and renovate the Facilities so that they are suitable for civic purposes and in accordance with the description of the Improvements described in Exhibit D. Any remodeling or renovation undertaken by the Lessee pursuant to this paragraph shall be subject at all times to the provisions of the immediately preceding paragraph and Article VII hereof.

Section 9.3. Replacement and Substitution of Equipment. In any instance where the Lessee determines any equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the Lessee may remove such equipment from the Facilities and shall sell, trade in, exchange or otherwise dispose of it (as a whole or in part) without any responsibility or accountability to the Lessor therefor provided that the Lessee may, as to property not delivered to the Lessor:

(a) Substitute and install anywhere in or on the Facilities other equipment, machinery or related property having equal or greater value and utility (but not necessarily having the same function) in the operation of the Facilities; or

(b) Not make any such substitution and installation, provided (i) that in the case of the sale of any such equipment to anyone other than itself or in the case of the scrapping thereof, the Lessee shall pay to the Lessor the net proceeds from such sale or the scrap value thereof, as the case may be, to be applied as a credit against the next ensuing Base Rental payments; (ii) that in the case of the trade-in of such equipment for other machinery, equipment or related property not to be installed in or on the Facilities, the Lessee shall pay to the Lessor the amount of the credit received by it in such trade-in to be applied as a credit against the next ensuing Base Rental payments; and (iii) that in the case of the sale of any such equipment by the Lessee, or in the case of any other disposition thereof, the Lessee shall pay to the Lessor an amount equal to the original cost thereof less depreciation at rates calculated in accordance with generally accepted accounting practices to be applied as a credit against the next ensuing Base Rental payments.

The removal from the Facilities of any portion of the equipment pursuant to this Section 9.3 shall not entitle the Lessee to any postponement, abatement or diminution of the Base Rentals or other payments required to be made under Sections 6.2 and 6.3 thereof.

The Lessee will report in writing to the Lessor and the Beneficiary Representative each removal, substitution, sale or other disposition under subsection (a) and (b) of this Section 9.3 within 30 days thereof, and will pay to the Lessor all amounts required by subsection (b) of this Section within 30 days after any subsequent sale, trade-in or other disposition requiring such payment. All substituted machinery, equipment or related property installed pursuant to this Section 9.3 shall be free of all liens and encumbrances (other than Permitted Encumbrances) and shall become a part of the Facilities. The Lessee will not remove, or permit the removal of, any

of the equipment from the Facilities except in accordance with this Section 9.3 or in accordance with Article X of this Lease.

Section 9.4. Taxes, Other Governmental Charges and Utility Charges. In the event that the Facilities or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the amount of all such taxes, assessments and governmental charges shall be paid by the Lessee as Additional Rentals as provided in Section 6.3 hereof. Lessor shall promptly provide to Lessee copies of all tax notices received by Lessor related to the Facilities. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, such payment as Additional Rentals may be limited to such installments as are incurred during the Original or any Renewal Term. The Lessee shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Facilities or any portion thereof (including, without limitation, any taxes levied upon the Facilities or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Facilities or any portion thereof, or any interest therein, including the interest of the Lessor), or the rentals and revenues derived therefrom or hereunder.

The Lessee may, at the expense and in the name of the Lessee and the Lessor, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Beneficiaries shall notify the Lessee and the Lessor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof will be materially endangered or the Facilities or any portion thereof will be subject to loss or forfeiture or the Lessor will be subject to liability, in which event such taxes, assessments, utility or other charges shall be paid forthwith (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility or other charges); and further provided that such payment obligations of the Lessee shall be subject to the provisions of Section 6.3 of this Lease.

Section 9.5. Provisions Regarding Casualty, Public Liability and Property Damage Insurance. Upon the execution of this Lease, the Lessee shall, at its own expense, cause casualty and property damage insurance to be carried and maintained with respect to the Facilities in an amount at least equal to the greater of the amounts provided by the Beneficiaries hereunder plus the full insurable value for the Facilities, or the replacement cost of the Facilities. Such insurance policy may have a deductible clause in an amount not to exceed \$5,000. The Lessee may, in its discretion, insure the Facilities under blanket insurance policies which insure not only the Facilities, but other buildings as well, as long as such blanket insurance policies specifically include the Facilities and comply with the requirements hereof.

The Lessee also shall, at its own expense, cause public liability insurance to be carried and maintained with respect to the activities to be undertaken by and on behalf of the Lessee in connection with the use of the Facilities, in an amount not less than \$500,000 per event and \$250,000 per person. The public liability insurance required by this Section 9.5 may be by blanket insurance policy or policies. If the Lessee shall insure against similar risks by self-



insurance, the Lessee, at its election, may provide for public liability insurance with respect to the Facilities, partially or wholly by means of an adequate self-insurance fund.

Each insurance policy required by this Section 9.5 shall be so written or endorsed as to make losses, if any, payable to the Lessee and the Lessor, as their respective interests may appear. Each insurance policy required by this Section 9.5 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the Lessor, without first giving written notice thereof to the Lessor at least 30 days in advance of such cancellation or modification. Each insurance policy required by this Section 9.5 shall contain a waiver of subrogation by the issuer of such policy with respect to the Lessor and the Lessee, and their officers, agents and employees, while acting within the scope of their employment. The Lessor and the Lessee each hereby release the other party hereto from any liability it may have on account of any loss, cost, damage or expense, to the extent of any amount recovered by reason of such insurance; and the Lessor and the Lessee each hereby waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof (provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage). The Lessee shall provide to the Lessor, at least annually throughout the Lease Term, a certification that all insurance policies required by this Section 9.5 are in place and, if requested by the Lessor, shall provide to the Lessor sufficient evidence of such policies. The Lessee shall cause an independent insurance consultant to review the adequacy of the insurance policies required by this Section 9.5 at least every three years, commencing on December 1, 2008, for the reasonable protection to the Lessee and the Beneficiaries, and the Lessee hereby agrees to use its best efforts to obtain any increase or additional coverage reasonably deemed necessary by the independent insurance consultant. Provided, however, nothing herein shall require the Lessee to carry casualty insurance with respect to the Facilities in excess of the replacement value of the Facilities. No agency or employee of the Lessee shall have the power to adjust or settle any loss with respect to the Site from the proceeds of casualty insurance only, whether or not covered by insurance, without the prior written consent of the Lessor and the Beneficiary Representative.

Section 9.6. Advances. In the event that the Lessee shall fail to pay any Additional Rentals, the Lessor or the Beneficiaries may (but shall be under no obligation to) pay such Additional Rentals, which Additional Rentals, together with interest thereon at the rate of 18 percent per annum, the Lessee agrees to reimburse to the Lessor or the Beneficiaries, as Additional Rentals, subject to the provisions of Section 6.3 of this Lease. Any liability for such reimbursement incurred during the Term of this Lease by the Lessor or the Beneficiaries shall survive the termination of this Lease.

## ARTICLE X

### DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation. If, during the Lease Term (i) the Facilities or any portion thereof shall be destroyed (in whole or in part), or damaged by fire,

flood or other casualty; or (ii) title to, or the temporary or permanent use of, the Facilities or any portion thereof or the estate of the Lessee or of the Lessor as lessor in the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) title to or the use of all or any portion of the Facilities shall be lost by reason of a defect in title thereto; then the Lessee shall be obligated, subject to the provisions of Section 10.3 of this Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Lease.

Section 10.2. Obligation of the Lessee to Repair and Replace the Facilities. Within 30 days of the receipt of Net Casualty Proceeds attributable to an event specified in Section 10.1 of this Lease, but in any event within 120 days of the occurrence of such event, the Lessee shall commence the repair, replacement, restoration, modification, improvement or replacement of the Facilities pursuant to this Section 10.2, or shall elect to proceed under the provisions of Section 10.3 of this Lease, if applicable. The Lessee may elect to proceed under Section 10.3 of this Lease either before or after commencing the repair, restoration, modification, improvement or replacement of the Facilities pursuant to this Section 10.2, upon determining that the Net Casualty Proceeds (including any amounts withheld from such Net Casualty Proceeds pursuant to any deductible clause) shall be insufficient therefor. If the Lessee proceeds under this Section 10.2, the Lessee and the Lessor shall cause the Net Casualty Proceeds of any insurance policies, performance bonds and condemnation awards made available by reason of any occurrence described in Section 10.1 hereof, to be deposited in a separate trust fund. All Net Casualty Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Facilities by the Lessee upon receipt of requisitions acceptable to the Lessor Representative stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The balance of any such Net Casualty Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to the next succeeding payment of Base Rentals. If the Net Casualty Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Facilities required under this Section 10.2, the Lessee shall complete the work and pay any cost in excess of the amount of the Net Casualty Proceeds; and the Lessee agrees that, if by reason of any such insufficiency of the Net Casualty Proceeds, the Lessee shall make any payments pursuant to the provisions of this Section 10.2, the Lessee shall not be entitled to any reimbursement therefor from the Lessor nor shall the Lessee be entitled to any diminution of the Base Rentals and Additional Rentals payable under Sections 6.2 and 6.3 of this Lease. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Casualty Proceeds shall be the property of the Lessor, and shall be included under the terms hereof as part of the Facilities.

Section 10.3. Waiver of the Obligation of the Lessee to Repair or Replace the Facilities.

(a) In the event that the Net Casualty Proceeds (plus any amounts withheld from such Net Casualty Proceeds pursuant to any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Facilities required under Section 9.2 if this Lease, then the obligation of the Lessee to repair or replace the Facilities under Section 9.2 of this Lease may, at the option of the Lessee, be discharged by surrendering the Net Casualty Proceeds made available by reason of such occurrence to the Lessor. If the Lessor determines that such Net Casualty Proceeds, together with such other moneys, are not sufficient to pay the remaining Base Rentals or Additional Rentals hereunder, at the option of the Lessor, (i) subject to the consent of the Beneficiary Representative, the Lease Term shall terminate, and the Lessee shall have no further obligations under this Lease and the Lessor shall give notice to the Lessee to vacate the Facilities within 30 days or (ii) the Lessee shall be obligated to pay the remaining Base Rentals and Additional Rentals in accordance with the terms hereof. The Lessor shall then proceed to re-lease the Facilities, all in the manner provided in Section 13.2 of this Lease.

(b) The obligation of the Lessee to repair or replace the Facilities under Section 10.2 of this Lease may also, at the option of the Lessee, be discharged by applying the Net Casualty Proceeds to the payment of the Lease Option Price in accordance with Article XI of this Lease, and, in the event of an insufficiency of the Net Casualty Proceeds for such purpose, the Lessee shall pay such amounts as may be necessary to equal the Lease Option Price; and in the event the Net Casualty Proceeds shall exceed the Lease Option Price, such excess shall be retained by the Lessee.

Section 10.4. Cooperation of the Lessor. The Lessor shall cooperate fully with the Lessee at the expense of the Lessee in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Lease and in the prosecution of defense of any prospective or pending condemnation proceeding with respect to the Facilities or any portion thereof, and hereby assigns to the Lessee its interest in such policies solely for the purpose of such litigation. In no event shall the Lessor or the Lessee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim or prospective or pending condemnation proceeding with respect to the Facilities or any portion thereof without the written consent of the other party hereto and the Beneficiary Representative.



## ARTICLE XI

## DISCLAIMER OF WARRANTIES, OTHER COVENANTS

Section 11.1. Disclaimer of Warranties. THE LESSOR AND THE BENEFICIARIES MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE FACILITIES. In no event shall the Lessor or any Beneficiary be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Lessee of any item, product or service provided for herein.

Section 11.2. Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Facilities hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 11.3. Lessor, Lessee and Beneficiary Representatives. Whenever under the provisions hereof the approval of the Lessor, the Beneficiaries or the Lessee is required, or the Lessee, the Beneficiaries or the Lessor are required to take some action at the request of the other, such approval or such request shall be given for the Lessor by the Lessor Representative, for the Lessee by the Lessee Representative and for the Beneficiaries by the Beneficiary Representative, and any party hereto shall be authorized to act on any such approval or request.

Section 11.4. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, and with the consent of the Beneficiaries, the Lessee or the Lessor may 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 any property or rights included in this Lease, free from this Lease or any security interest or other encumbrance created hereunder or thereunder, and the Lessee or the Lessor may release existing easements, licenses, rights-of-way and other rights and privileges with respect to such property or rights, with or without consideration, and the Lessor and the Lessee agree that they shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the Lessee or the Lessor Representative requesting such instrument and stating that such grant or release will not impair the instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Improvements; (iii) an opinion of Independent Counsel that such grant or release will not materially weaken, diminish or impair the rights of the Lessor under this Lease and (iv) written consent of the Beneficiary Representative.

Section 11.5. Compliance with Requirements. During the Lease Term, the Lessee and the Lessor shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof, and all current and future

requirements of all insurance companies writing policies covering the Facilities or any portion thereof.

Section 11.6. Inspection. The Lessee agrees that the Lessor and its duly authorized agents and the Beneficiaries and their duly authorized agents shall have the right at all reasonable times to examine and inspect the Facilities. The Lessee further agrees that the Lessor and its duly authorized agents shall have such rights of access to the Facilities as may be reasonably necessary for the proper maintenance of the Facilities in the event of failure by the Lessee to perform its obligations under Section 9.1 of this Lease. The Lessor and the Beneficiary Representative and their respective duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the Lessee with respect to the Facilities. The Lessor agrees that the Lessee and its duly authorized agents shall be permitted, at all reasonable times, to examine the books, records, reports and other papers of the Lessor with respect to the Facilities.

## ARTICLE XII

### ASSIGNMENT, SUBLEASING, PAYMENT OF CLAIMS AGAINST LESSOR, MORTGAGING AND SELLING; OPTION TO PREPAY RENT

Section 12.1. Assignment by the Lessor. Subject to the consent of the Beneficiary Representative, this Lease may be assigned and reassigned by the Lessor and the Lessor's interest in the Facilities under this Lease transferred or pledged.

Section 12.2. Assignment and Subleasing by the Lessee. This Lease may not be assigned by the Lessee for any reason. However, the Facilities may be further subleased, subject to the consent of the Beneficiary Representative, as a whole or in part, by the Lessee, without the necessity of obtaining the consent of the Lessor; subject, however, to each of the following conditions:

(a) the Facilities may be subleased, in whole or in part, to the extent that portions thereof are not necessary for the immediate needs of the Lessee as deemed appropriate by the Board, only to the extent in the opinion of nationally recognized bond counsel acceptable to the Lessor, that such sublease will not impair the exemption from federal income tax of the interest component of the Base Rentals;

(b) this Lease, and the obligations of the Lessee hereunder, shall, at all times during the Original and any Renewal Terms, remain obligations of the Lessee, and the Lessee shall not be relieved of any liability therefor, notwithstanding any sublease;

(c) the Lessee shall furnish or cause to be furnished to the Lessor and the Beneficiary Representative a copy of any sublease agreement; and

(d) no sublease by the Lessee shall cause the Facilities to be used for any purpose which would adversely affect the exemption from federal income taxation of the interest component of the Base Rentals.

Section 12.3. Payment of Claims Against Lessor. In the event that any claim is made against the Lessor or any Beneficiary by or on behalf of any person, firm, corporation or other entity, arising from the conduct or management of, or from any work or thing done on, the Facilities during the Lease Term, from: (i) any condition of the Facilities; or (ii) any act of negligence of the Lessee or of any of its agents, contractors or employees or any violation of law by the Lessee or breach of any covenant or warranty by the Lessee hereunder, the Lessee and the Lessor agree that any Net Casualty Proceeds received by reason of such occurrence shall be made available to pay such claims and to pay any costs and expenses incurred by the Lessor or any Beneficiary in connection with such claims.

Section 12.4. Restrictions on Mortgage or Sale of Facilities. The Lessee and the Lessor agree that, except for (i) the Lessor's right to assign this Lease and transfer the Facilities pursuant to Section 12.1 of this Lease, (ii) any exercise by the Lessor of the remedies afforded by Sections 6.7, 10.3(a) or 13.2 of this Lease, (iii) the Lessee's right to sublease pursuant to Section 12.2 of this Lease, and (iv) any termination of this Lease pursuant to Section 12.5, neither the Lessor nor the Lessee will mortgage, encumber, sell, assign, transfer or convey the Facilities or any portion thereof during the Lease Term (except for Permitted Encumbrances).

Section 12.5. Option to Prepay Rent. Lessee is hereby granted the option to terminate this Lease by the prepayment of the Base Rentals on any Base Rental Payment Date prior to June 30, 2011, upon payment by the Lessee of the then applicable Lease Option Price to the Lessor for payment to each Beneficiary of its share of the Lease Option Price. The Lessee shall exercise its option to terminate this Lease by the prepayment of the Base Rentals by giving thirty days written notice to the Lessor and the Beneficiary Representative.

Unless an earlier date is agreed upon, the closing for any termination of this Lease, as described above, will be held on a date specified in the notice described above. Unless otherwise agreed, the closing for any termination of the Lease will be held at the principal office of the Lessor. At any such closing, the Lessee will make payment of the Lease Option Price by the Lessee by cash or certified funds; and the Lessor shall execute and deliver to the Lessee, with the prior written consent of the Beneficiary Representative, all documents necessary to terminate this Lease.

### ARTICLE XIII

#### EVENTS OF DEFAULT AND REMEDIES; ACTION UPON NONAPPROPRIATION

Section 13.1. Events of Default Defined. Any one of the following shall be "Events of Default" under this Lease:

(a) Failure by the Lessee to pay any Base Rentals required to be paid under Section 6.2 of this Lease, during the Lease Term, for a period of 10 days after written notice specifying such failure and requesting that it be remedied, shall be given to the Lessee by the Lessor or by the Beneficiary Representative.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of 45 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Lessee by the Lessor or the Beneficiary Representative, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lessor shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 13.1 are subject to the following limitations: (i) the obligations of the Lessee to pay the Base Rentals and Additional Rentals as provided in Sections 6.2 and 6.3 of this Lease shall be subject to (A) the provisions of Section 6.7 of this Lease with respect to an Event of Nonappropriation, (B) the provisions of Sections 4.1 and 4.2 of this Lease concerning renewals of this Lease; and (ii) if, by reason of Force Majeure, the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI of this Lease, the Lessee shall not be deemed in default during the continuance of such inability. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee. The foregoing shall not be construed as limiting the remedies available to the Lessor following an Event of Default or the actions which may be taken by Lessor following an Event of Nonappropriation.

Section 13.2. Remedies on Default and Actions upon Nonappropriation. Whenever any Event of Default referred to in Section 13.1 of this Lease shall have happened and be continuing or upon an Event of Nonappropriation, the Lessor shall terminate the Lease Term and shall give notice to the Lessee to vacate the Facilities within 30 days. Upon such vacation of the Facilities by the Lessee, the Lessor may (except as hereinafter provided), without any further demand or notice, and shall, upon the written request of the Beneficiary Representative, and upon being indemnified to its satisfaction, take one or any combination of the following additional actions:

(a) The Lessor may recover from the Lessee all Base Rentals and Additional Rentals which would otherwise have been payable by the Lessee hereunder during the Original or Renewal Term in which any Event of Default occurs (to the extent the same have been appropriated).

(b) The Lessor may re-lease the Facilities or any portion thereof in such manner as the Lessor deems to be in the best interests of the Beneficiaries; and the Net Disposition Proceeds of such re-leasing shall be applied as provided in Section 13.5 of this Lease.

(c) The Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Facilities as trustee on behalf of the Beneficiaries.

Section 13.3. Limitations on Remedies. A judgment requiring a payment of money may be entered against the Lessee by reason of an Event of Default only as to the Lessee's liabilities described in paragraph (a) of Section 13.2 of this Lease.

Section 13.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor following an Event of Default is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

Section 13.5 Application of Moneys. Any Net Disposition Proceeds, the Improvement Fund, the Reserve Fund and any other moneys received by the Lessor pursuant to this Lease or pursuant to any right given or action taken under the provisions of this Article XIII shall be applied first to the payment of all costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Lessor. All remaining moneys shall then be used to pay to each Beneficiary its share of any unpaid and owing Base Rentals.

Section 13.6. Waivers of Events of Default. The Lessor may at its discretion, but with the consent of the Beneficiary Representative, waive any Event of Default and its consequences; and in case of any such waiver, or in case any proceeding taken by the Lessor on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Lessor, then and in every such case the Lessee, the Lessor and the Beneficiaries shall be restored to their former position and rights hereunder respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Section 13.7. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 13.8. Agreement to Pay Attorney's Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any other obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other

expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

#### ARTICLE XIV

##### AMENDMENT OF LEASE

Section 14.1. Amendment to Lease. The Lessee and the Lessor may, with the prior consent of the Beneficiary Representative, consent in writing to any amendment, change or modification of this Lease so long as the tax-exempt status of the interest component of the Base Rentals is not adversely affected by such amendment.

#### ARTICLE XV

##### CONCERNING THE LESSOR

Section 15.1. Acceptance and Performance of Duties. The Lessor accepts and agrees to execute the duties imposed upon it hereby upon the terms and conditions set forth in this Article XV and subject to the provisions hereof, to all of which the parties hereto agree and to which each Beneficiary shall be deemed to have agreed by execution of its respective consent hereto. Except as otherwise expressly provided herein, all services and duties of the Lessor under this Lease are to be performed by the Lessor for and on behalf of the Beneficiaries.

The Lessor shall not be answerable or accountable under any circumstances except for its own willful misconduct or negligence, and in all events, without limiting the generality of the foregoing: (i) the Lessor shall not be liable for any error of judgment made in good faith in accordance with the direction of the Beneficiary Representative or the Lessee pursuant to the express provisions hereof; (ii) the Lessor shall not be liable for any error of judgment made in good faith by an employee or agent of the Lessor; (iii) no provision hereof shall require the Lessor to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and (iv) the Lessor shall not be liable for any payments to be made under this Lease.

The permissive right of the Lessor to do things enumerated in this Lease shall not be construed as duty.

The Lessor may make any and all investments permitted by this Lease through its trust department. The Lessor shall sell and reduce to cash a sufficient portion of such investments when necessary for the purposes set forth in this Lease.

The Lessor may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct



of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters arising hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Lessor may act upon the opinion or advice of any attorneys, accountants and other skilled persons approved by the Lessor in the exercise of reasonable care. The Lessor shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

Whether or not expressly so provided, every provision hereof relating to the conduct or affecting the liability of or affording protection to the Lessor shall be subject to the provisions of this Section 15.1.

Section 15.2. Lessor Entitled to Indemnity; Lessor May Act Without Indemnity. Except as otherwise provided in this Lease for any action affecting the right of the Lessee to possession of the Facilities during the Lease Term, the Lessor shall be under no obligation to institute any suit, or to take any remedial proceeding under this Lease or any document or instrument evidencing any interest herein or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the duties hereunder, until it shall be indemnified by the Beneficiaries to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Lessor may, nevertheless, begin suit, or take any action proper to be done by it as such Lessor, without indemnity. No duty of the Lessee undertaken by virtue of this Lease shall extend its liability for which immunity has been waived pursuant to W.S. § 1-39-101 et seq. nor act as a waiver of immunity granted under said act or at common law.

Section 15.3. Compensation of Lessor. The Lessor shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and for all advances, counsel fees and other expenses (including the fees and expenses of the Lessor in connection with the defense of any suits relating to the Facilities in which the Lessee is also a defendant) reasonably and necessarily made or incurred by the Lessor in connection with such services. The Lessee shall pay any such fees or expenses of the Lessor as Additional Rental. Upon an Event of Default, but only upon an Event of Default, the Lessor shall have a right of payment prior to any payment to the Beneficiaries for the foregoing fees, charges and expenses incurred by it.

Section 15.4. Limitations on Duties. The Lessor shall not have any duty or obligation to manage, control, use, sell or otherwise transfer title to or dispose of, or otherwise deal with any part of the assets held by it hereunder, or to otherwise take or refrain from taking any action under, or in connection with, this Lease except as expressly provided by the terms hereof or as expressly provided in written instructions from the Beneficiary Representative, and no implied duties or obligations shall be read into this Lease against the Lessor. The Lessor shall not be obligated for any losses on the investment of funds held by it hereunder made at the direction of the Lessee Representative.

Section 15.5. Further Limitation on Duties. Except as required by the provisions of this Lease, or in accordance with written instructions from the Beneficiary Representative furnished

pursuant to this Lease, the Lessor shall have no duty (i) to see to any recording or filing of any document, including, without limitation, this Lease, or to see to the maintenance of any such recording or filing; (ii) to see to any insurance on the Facilities required hereunder or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto; (iii) to see to the payment or discharge of any tax, assessment or other governmental charge or any lien of any kind owing with respect to, or assessed or levied against, any part of the Facilities; (iv) to confirm or verify any financing statements of the Lessee; or (v) to inspect the Facilities at any time or ascertain or inquire as to the performance or observance of any of the covenants by the Lessee with respect to the Facilities hereunder.

Section 15.6. Exculpatory Provisions. Any and all exculpatory provisions and immunities in favor of the Lessor hereunder shall inure to the benefit of the Lessor in its capacity as trustee and Lessor hereunder and in any capacity under any other document, instrument or agreement to which it is a party by reason of its execution hereof.

Section 15.7. Lessor May Rely on Documents. The Lessor shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine, in proper form and given or signed by the proper party or parties, and such shall constitute full protection to the Lessor for any action taken or omitted to be taken by it in good faith reliance thereon. The Lessor may accept a copy of a resolution on behalf of any Beneficiary, as conclusive evidence that such resolution has been duly adopted and that the same is in full force and effect. As to any fact or matter, the manner of ascertainment of which is not specifically described herein, the Lessor may for all purposes hereof rely on a certificate, signed by the Lessee Representative, or any individual or any officer of any corporation or a member of a partnership reasonably believed by the Lessor to have knowledge of said fact or matter, and such certificate shall constitute full protection to the Lessor for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 15.8. Successors to the Lessor. Any corporation or association meeting the qualifications of Section 15.11 of this Lease into which the Lessor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association meeting the qualifications of Section 15.11 of this Lease resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor to the Lessor hereunder and vested with all of the title to the trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 15.9. Resignation of Lessor. The Lessor may resign, and thereby become discharged from the duties hereby created, by notice in writing given to the Lessee not less than 60 days before such resignation is to take effect. Such resignation shall take effect only upon the appointment of a successor qualified to act hereunder and under the standards set forth in Section 15.11 of this Lease. All reasonable administrative costs and expenses incurred by reason of such resignation shall be paid by the Lessee. Upon the occurrence of any such resignation or removal



of the Lessor as lessor and trustee under this Section 15.9 or under Section 15.10 of this Lease, all right, title and interest which the Lessor may have as owner, lessor and trustee of the Facilities hereunder, and all moneys paid or otherwise made available to the Lessor as payment for its services hereunder which are allocable to the unperformed portion of the Lessor's duties as lessor and trustee hereunder shall be transferred by appropriate documentation by the Lessor to the successor lessor and trustee hereunder.

Section 15.10. Removal of Lessor As Lessor and Trustee. The Lessor or any successor may be removed from its duties hereunder at any time by an instrument or concurrent instruments in writing, executed by the Beneficiary Representative; provided, that no such removal shall become effective until a successor to the Lessor has been appointed hereunder. The fees and expenses associated with the removal of the Lessor by the Beneficiary Representative shall not be paid by the Lessee.

Section 15.11. Appointment of Successor to the Lessor by the Beneficiaries; Temporary Lessor and Trustee. In case the Lessor shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Beneficiary Representative, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Lessee, by an instrument executed and signed by the Lessee Representative, may appoint a temporary lessor and trustee to fill such vacancy until a successor to the Lessor shall be appointed by the Beneficiary Representative; and any such temporary lessor and trustee so appointed by the Lessee shall immediately and without further act be superseded by the lessor and trustee so appointed by the Beneficiary Representative. Every such lessor and trustee appointed pursuant to the provisions of this Section or Section 15.8 or 15.9 of this Lease shall be a trust company or bank having a corporate trust office in Wyoming, or qualified to do business in Wyoming, in good standing, having reported capital, surplus and undivided profits aggregating not less than \$5,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 15.12. Concerning Any Successor to the Lessor. Every successor to the Lessor appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Lessee an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors, but such predecessor shall, nevertheless, on the written request of the Lessee, or such successor, execute and deliver an instrument transferring to such successor lessor and trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor lessor and trustee shall deliver all securities and moneys held by it as the lessor and trustee hereunder to its or his successor. Should any instrument in writing from the Lessee be required by any successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Lessee. The successor lessor and trustee shall file and/or record in all appropriate filing and/or recording districts any instruments provided for in this

Lease, the filing or recording of which is necessary to more fully and certainly vest in the successor lessor and trustee the estates, rights, powers and duties hereby vested or intended to be vested in the successor lessor and trustee.

#### ARTICLE XVI

##### DECLARATION OF TRUST; OTHER MATTERS

Section 16.1. Declaration of Trust. In consideration of the premises, and for other good and valuable consideration the receipt of which are hereby acknowledged, and to secure payment of the Base Rentals and the Additional Rentals and to secure the performance and observance by the Lessee and the Lessor for the benefit of the Beneficiaries of all covenants expressed or implied in this Lease, the Lessor hereby declares that it will hold all of the following assets and property upon the terms of the trusts herein set forth for benefit of the Beneficiaries, and as trustee and fiduciary for and on behalf of the Beneficiaries:

- (a) All right, title and interest of the Lessor in and to the Facilities and the Improvement Fund;
- (b) All right, title and interest of the Lessor in and to this Lease and the Base Rentals and the Additional Rentals to be derived hereunder;
- (c) All right, title and interest of the Lessor, in and to any payment or performance bonds and policies of title, casualty and other insurance and condemnation awards with respect to the Facilities and Net Proceeds therefrom; and
- (d) Any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Lessee or by anyone on its behalf, or with its written consent, to the Lessor which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

Provided, however, that if the purposes of this Article XVI shall otherwise be satisfied as provided in Section 16.6 of this Lease, then upon such event this declaration of trust and the rights and interest hereby declared to be held in trust shall cease, determine and be void; otherwise this declaration of trust shall be and remain in full force and effect.

Section 16.2. Lessor as Lessor and Fiduciary. The Lessor hereby declares, acknowledges and covenants to and with the Beneficiaries that it is acting as lessor under this Lease in the capacity of a trustee and fiduciary for and on behalf of the Beneficiaries. The Lessor hereby agrees to exercise any rights which it may have as lessor under this Lease in accordance with its responsibilities as trustee and fiduciary for the Beneficiaries, including, without limiting the generality of the foregoing, the exercise of any remedies upon the occurrence of an Event of Nonappropriation or an Event of Default granted to the Lessor as

lessor and trustee under this Lease. In case an Event of Default has occurred, the Lessor shall exercise such of the rights and powers vested in it by their Lease, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 16.3. Agreement to Act as Insurance, Condemnation and Liquidation Trustee. The Lessor hereby acknowledges that certain provisions of this Lease provide for payment of proceeds from insurance policies and condemnation awards jointly to the Lessor and to the Lessee under certain circumstances more fully set forth in this Lease. The Lessor further acknowledges that, upon the occurrence of an Event of Nonappropriation or an Event of Default, the Facilities may be released for the benefit of the Beneficiaries. The Lessor hereby agrees to receive insurance proceeds, condemnation awards and Gross Disposition Proceeds, to act as trustee for the benefit of the Beneficiaries with respect to such proceeds, and to apply such proceeds subject to the terms of this Lease.

Section 16.4. Survival of the Obligations of the Lessor. Notwithstanding a termination of this Lease for any reason, including, without limitation, termination by reason of the occurrence of an Event of Nonappropriation, an Event of Default, or an event described in Section 10.3(a) of this Lease, the declaration of trust contained in this Article XVI and the obligations and covenants of the Lessor to the Beneficiaries hereunder shall continue in full force and effect until the purposes of this Article shall be satisfied.

Section 16.5. Preservation of Rights in the Facilities. The Lessee hereby covenants that it will at the request of the Lessor from time to time record and file all additional documents, including financing statements, affidavits, notices and similar instruments to be received from the Lessee under this Lease, which are necessary or advisable to establish and maintain the rights and interests of the Beneficiaries under this Lease.

Section 16.6. Satisfaction of the Purposes of the Declaration of Trust. In the event that the Lessee shall pay or cause to be paid the Lease Option Price or the final Lease Term shall end, then this declaration of trust shall cease, terminate and become null and void, and thereupon the Lessor shall, upon receipt by the Lessor of an opinion of Independent Counsel that all conditions precedent to the satisfaction and discharge of this declaration of trust have been complied with, forthwith execute proper instruments acknowledging satisfaction and discharge of this declaration of trust.

## ARTICLE XVII

### MISCELLANEOUS

Section 17.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or sent by registered or certified mail addressed as follows: if to the Lessee, to Northern Wyoming Community College District 3059 Coffeen Avenue, Sheridan, Wyoming 82801, Attention: President; if to any Beneficiary, to the address set forth on Exhibit E; and if to the Lessor, to Wyoming Bank and Trust, 5827

Yellowstone Road, Cheyenne, Wyoming 82009, Attention: Trust Department. The Lessee, the Beneficiaries and the Lessor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 17.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Beneficiaries and the Lessee and their respective successors and assigns.

Section 17.3. Saturdays, Sundays, and Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Lease, shall be a Saturday, Sunday, or a legal holiday, or any other day on which banking institutions in the City of Sheridan, Wyoming are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next preceding day not a Saturday, Sunday, legal holiday or other day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Lease.

Section 17.4. Net Lease. This Lease shall be deemed and construed to be a "net lease," and the Lessee shall pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section 17.5. Financial Obligations of Lessee Contingent Upon Appropriations. Financial obligations of the Lessee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Section 17.6. Severability. In the event that any provision of this Lease, other than the requirement of the Lessee to pay Base Rentals and the requirement of the Lessor to provide quiet enjoyment of the Facilities shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 17.7. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

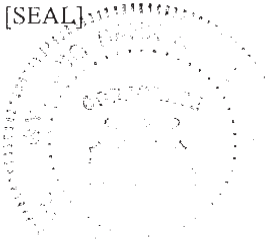
Section 17.8. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

Section 17.9. 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 of sections of this Lease.

Section 17.10. Governmental Immunity. Nothing in this Lease shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the Lessor has executed this Lease in its name with its seal hereunto affixed and attested by its duly authorized officers; and the President and Secretary of the Board of the Lessee have executed this Lease for and on behalf of the Lessee. All of the above are effective as of date first above written.

[SEAL]



WYOMING BANK AND TRUST  
as Lessor and Trustee

By: \_\_\_\_\_

Title: \_\_\_\_\_

S. O. P. T. O.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

President

NORTHERN WYOMING COMMUNITY  
COLLEGE DISTRICT, STATE OF WYOMING,  
as Lessee



ATTEST:

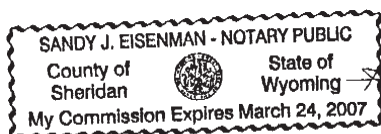
By: Charlene Bodine  
Charlene Bodine, Chair

By: Marie K. Lowe  
Marie Lowe, Secretary

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 2 day of June,  
2005, by Charlene Bodine as Chair and Marie Lowe as Secretary of Northern Wyoming  
Community College District.

WITNESS my hand and official seal.



Sandy J. Eisenman  
Notary Public

(SEAL)

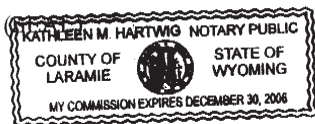
My commission expires: 3/24/07.

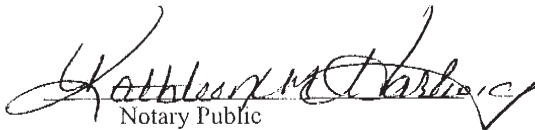
STATE OF WYOMING            )  
  ) ss:  
COUNTY OF LARAMIE        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2005,  
by Michael E. Bohl, as Senior Vice President and Trust Officer of Wyoming Bank and Trust, and by  
Jeff Wallace, as President of Wyoming Bank and Trust.

Witness my hand and official seal.

My commission expires 12/30/06



  
Notary Public



**EXHIBIT A****LEGAL DESCRIPTION OF THE SITE**

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, Township 55 North, Range 84 West, 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 2, thence N02°10'47"W, 400.37 feet to the **POINT OF BEGINNING** of said tract; thence N15°12'40"W, 106.69 feet to a point; thence N74°41'33"E, 233.94 feet to a point; thence S15°18'27"E, 2.00 feet to a point; thence N74°41'33"E, 102.35 feet to a point; thence S15°15'06"E, 16.38 feet to a point; thence S04°42'46"E, 70.71 feet to a point; thence, through a non-tangent curve to the right, having a radius of 60.13 feet, a central angle of 61°44'10", an arc length of 64.79 feet, a chord bearing of S30°22'10"W, and a chord length of 61.70 feet to a point; thence S67°05'41"W, 9.90 feet to a point; thence, through a curve to the right, having a radius of 691.78 feet, a central angle of 22°34'02", an arc length of 272.47 feet, a chord bearing of S80°07'28"W, and a chord length of 270.72 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 0.95 acres of land, more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone)

# EXHIBIT B

## BASE RENTALS AND PURCHASE OPTION PRICE SCHEDULE

<u>Lease Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Lease Payment</u>	<u>Lease Option Price<sup>1</sup></u>
06/15/2005		\$ 529.11	\$ 529.11	
12/15/2005	\$43,000	\$11,905.00	\$54,905.00	\$587,000
06/15/2006	\$44,000	\$11,260.00	\$55,260.00	\$543,000
12/15/2006	\$45,000	\$10,545.00	\$55,545.00	\$498,000
06/15/2007	\$46,000	\$ 9,780.00	\$55,780.00	\$452,000
12/15/2007	\$47,000	\$ 8,975.00	\$55,975.00	\$405,000
06/15/2008	\$47,000	\$ 8,117.25	\$55,117.25	\$358,000
12/15/2008	\$48,000	\$ 7,236.00	\$55,236.00	\$310,000
06/15/2009	\$49,000	\$ 6,324.00	\$55,324.00	\$261,000
12/15/2009	\$50,000	\$ 5,368.50	\$55,368.50	\$211,000
06/15/2010	\$51,000	\$ 4,381.00	\$55,381.00	\$160,000
12/15/2010	\$52,000	\$ 3,361.00	\$55,361.00	\$108,000
06/15/2011	\$53,000	\$ 2,295.00	\$55,295.00	\$ 55,000
<u>06/15/2011</u>	<u>\$55,000</u>		<u>\$55,000.00</u>	
TOTALS	\$630,000	\$90,076.86	\$720,076.86	

<sup>1</sup> The actual option price that would be required from the District includes Additional Rentals not set forth in this schedule. The Lease Option Price is the dollar amount required to purchase the Facilities after the then due Lease Payment has been made for the same period.

EXHIBIT C

PERMITTED ENCUMBRANCES

None

**EXHIBIT D**  
**IMPROVEMENTS**

The improvements consist of the Allied Health Wing of the Whitney Building on the Northern Wyoming Community College District's campus in Sheridan, Wyoming. The Allied Health Wing has been the site for the District's Allied Health Programs for several years. The wing is structurally sound but requires considerable work to meet current standards and requirements.

The Dental Hygiene area currently does not meet federal requirements. The nine chairs in one portion of the clinic are in an "industrial" configuration that does not provide adequate privacy. New cabinetry and consoles will be installed to provide the required privacy. An additional area will be reconfigured with new chairs, new cabinetry, and new x-ray machines to create adequate teaching space. The clinic also will receive a new vacuum pump and new air compressor. The changes in the clinic will require the floor to be removed and replaced; the area to be re-plumbed for water, sewer, vacuum, and air; rewiring; and cable for the latest information technology equipment.

The current nursing lab and classroom will be gutted. A new, larger lab will be constructed to include a teaching area in the lab. There will be an additional "practice" lab constructed to provide an area for students to work on their own or with one-on-one attention from instructors. New beds with state-of-the art headwalls and computer charting will be purchased. Three new offices for instructors will be constructed adjoining the practice lab. This is significant as faculty offices currently are only accessible by passing through classrooms. This is obviously less than ideal for student conferences and other visitors. As the classroom will be lost in this process, another classroom in the area will be renovated to accommodate the Nursing classes. The upgrade will include the latest instructional technology, lighting, new carpet, and paint.

The message therapy classroom and lab will be renovated to provide privacy curtains and utilities for modern equipment. Two client change rooms will be upgraded to include bathroom and washing facilities.

The office of the Dean of Allied Health will be reconfigured for better efficiency. The roof will be replaced on this wing. There will be asbestos abatement in the nursing area, the classroom, and the hallway. New doors and windows will be installed to increase thermal efficiency. The electrical service for the wing will be upgraded. The current service is inadequate and potentially dangerous.

EXHIBIT E

BENEFICIAIRES

Beneficiary

Address

Share of Lease

Consent to the Lease

First Interstate Bank

401 No. 31<sup>st</sup> St.  
PO Box 30918  
Billings, MT 59116-0918

Lease Payments  
from 06/15/2008  
To 06/06/2011

By: [Signature]  
Title: Chairman

Cowboy State Bank

951 Coffeen  
PO Box 6026  
Sheridan, WY 82801

Lease Payments  
from 12/15/2005  
To 12/15/2007

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MONTANA )

) ss.

COUNTY OF YELLOWSTONE )


The foregoing instrument was acknowledged before me this 1st day of June, 2005, by  
D. R. Rasmussen, as Vice President of First Interstate Bank.



My Commission expires: 12-15-2005

[Signature]  
Notary Public Amy Anderson

EXHIBIT E  
BENEFICIARIES

Beneficiary	Address	Share of Lease	Consent to the Lease
First Interstate Bank	4 S. Main P.O. Box 2007 Sheridan, WY 82801	Lease Payments from 06/15/2008 to 06/06/2011	By: _____ Title: _____
Cowboy State Bank	951 Coffeen P.O. Box 6026 Sheridan, WY 82801	Lease Payments from 12/15/2005 to 12/15/2007	By:  Title: <u>President</u>

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of First Interstate Bank.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

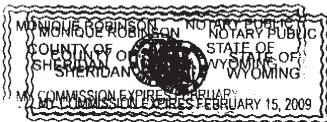
My Commission expires: \_\_\_\_\_

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF SHERIDAN    )

The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by Allan R Tormohlen, as President of Cowboy State Bank.

WITNESS my hand and official seal.

Monique Robinson  
Notary Public



[SEAL]

My Commission expires: 2/15/2009



510276 LEASE  
BOOK 464 PAGE 0185  
RECORDED 06/08/2005 AT 12:30 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

### SITE LEASE

THIS SITE LEASE (the "Site Lease") executed effective as of the 7th day of June, 2005, by and between the NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT, WYOMING, a community college district and body corporate organized and existing under the constitution and laws of the State of Wyoming, as Lessor (the "Lessor" or the "District"), and WYOMING BANK AND TRUST, as Trustee and Lessee (the "Lessee").

WITNESSETH:

### ARTICLE ONE

#### Grant of Demised Premises and Description of Condition Thereof

Section 1.01 Lessor, for and in consideration of the rents hereinafter reserved and to be paid by Lessee and in further consideration of the satisfactory performance of the covenants and agreements hereinafter set forth to be kept and performed by Lessor, has granted, demised and leased and by these presents does GRANT, DEMISE AND LEASE unto the Lessee those certain premises situated in Sheridan County, Wyoming, and more particularly described in Exhibit A attached hereto and incorporated herein by reference;

TOGETHER WITH:

- (a) All and singular the appurtenances, rights, privileges and easements now or hereafter appertaining thereto (other than water rights appurtenant thereto, if any); and
- (b) All landscaping improvements now or hereafter appertaining thereto.

All of said property is hereinafter referred to as the "Demised Premises".

Section 1.02 The foregoing demise is made subject to the following:

- (a) All restrictions, regulations and statutes, and amendments and additions thereto, of any and all federal, state, county, and city authorities having jurisdiction over the Demised Premises or any portion thereof;
- (b) Any condition or facts about the Demised Premises which an accurate survey or physical inspection might reveal;

(c) All covenants, restrictions, easements, reservations and agreements now recorded affecting the Demised Premises or any portion thereof;

(d) Building restrictions and regulations, zoning ordinances and regulations, and any amendments thereto, now in force and effect affecting the Demised Premises or any portion thereof; and

(e) All licenses, easements and rights-of-way if any, acquired by any public service and public utility corporation or agency to maintain and operate lines, wires, cables, poles, pipes, valves and distribution boxes, in, over and upon the Demised Premises.

Section 1.03 The Lessee agrees to accept the Demised Premises "as is." Lessee further acknowledges that Lessor has not made any representation as to such physical condition or any other matter or thing affecting or relating to the aforesaid Demised Premises, except as may herein be expressly set forth.

Section 1.04 Lessor covenants and represents to Lessee that:

(a) Lessor has good fee simple title to Demised Premises;

(b) Lessor has done nothing, and has no knowledge of anything, which would adversely affect Lessor's ability to lease the Demised Premises to Lessee or Lessee's ability to use the Demised Premises in the manner contemplated under this Site Lease;

(c) Lessee has full right to the peaceful and quiet enjoyment of the Demised Premises during the term of this Site Lease, absent default by Lessee under the terms thereof, and Lessor will do nothing to disturb Lessee's continued peaceful and quiet enjoyment of the Demised Premises.

## ARTICLE TWO

### Construction of Improvements

Section 2.01 This Site Lease is entered into concurrently with or in anticipation of the execution of a Facilities Lease Agreement, dated as of June 7, 2005 between Wyoming Bank and Trust, as Lessor and Trustee, and the District, as Lessee (the "Facilities Lease"), the proceeds of which will be made available Lessor for the purpose of constructing, remodeling or renovating improvements to facilities, to be used by Lessee (the "Improvements").

Section 2.02 If construction or renovation of the Improvements or any portion thereof, or any other improvements on or in connection with the Demised Premises requires the further grant of a license, easement or right-of-way on the Demised Premises to a public service or public utility corporation, or any architect, engineer or construction contractor, Lessor hereby agrees to grant said license, easement, or right-of-way upon receipt of a written request from the Lessee. Such request shall contain the precise legal description of said license, easement or right-of-way.

### **ARTICLE THREE**

#### Term

Section 3.01 The lease term for this Site Lease shall commence as of the date of this Site Lease and shall extend until 11:59 p.m. on June 30, 2016, provided that the lease term shall automatically terminate earlier after the occurrence of the events described under Sections 4.2(b) or 10.3 (b) of the Facilities Lease. Upon any termination of this Site Lease, the Trustee will execute and deliver to the District such appropriate instruments of release as the District may reasonably request and will surrender all rights to possession of the Demised Premises to the District.

### **ARTICLE FOUR**

#### Rent

The Lessee shall deliver the sum of \$630,000.00 to the District at the time of executing this Site Lease, which sum shall constitute the entire rental for the Demised Premises for the lease term during such period as this Site Lease remains in effect.

### **ARTICLE FIVE**

#### Place of Payment

The rental amount payable under the terms of this Site Lease, shall be paid at the office of Lessor or at such other place as Lessor shall designate by notice to Lessee.

## ARTICLE SIX

### Use of Demised Premises

Section 6.01 It is anticipated that the Improvements will be used as a Health Education Building on the District's college campus in Sheridan, Wyoming, or other purposes not prohibited by the terms hereof, in furtherance of the best interests of the Lessor and its inhabitants and is intended for use in the promotion of the public health, benefit and welfare.

Section 6.02 In the event that the Improvements are leased to any lessee other than the District pursuant to the Facilities Lease or otherwise, the Lessee shall not use or occupy nor permit or suffer the Demised Premises or buildings, structures, and improvements hereafter constructed or installed thereon to be used or occupied for any unlawful or illegal business, use or purpose, nor in any such manner so as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any certificate of occupancy or the equivalent thereof, if any, or of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations. In the event of any such lease of the Demised Premises or structures thereon to any person other than Lessee, Lessor hereby agrees to grant such access easements, licenses or rights-of-way across any property of Lessor reasonably necessary for the use of the Demised Premises and any structures thereon by such other person. Lessor also agrees to grant such easements and similar rights reasonably necessary to comply with the provisions of Section 11.4 of the Facilities Lease for a period not to exceed the term hereof.

## ARTICLE SEVEN

### Taxes and Utility Charges

Pursuant to the Facilities Lease, the District has agreed to pay the taxes and assessments, if any, and all insurance premiums and utility charges levied or imposed on the Improvements and the Demised Premises. In the event that the Demised Premises and improvements thereon are leased by the Lessee or any successor thereto to another lessee pursuant to the Facilities Lease or otherwise, then the Lessee agrees that such lessee will be required to pay, or cause to be paid, all such taxes, assessments, insurance premiums and utility charges.

## ARTICLE EIGHT

### Compliance with Laws and Regulations

Section 8.01 During the term hereof, Lessee, at its own cost and expense, shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other authorities having or claiming jurisdiction over the Demised Premises or

appurtenances or any part thereof, and of all their respective departments, bureaus and officials, and of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies writing policies covering the Demised Premises or any part thereof, whether the same are in force at the commencement of the Demised Term or may in the future be passed, required, ordered, enacted or directed.

Section 8.02 After notice to Lessor, Lessee may, by appropriate proceedings conducted promptly at Lessee's own expense, in Lessee's name, contest in good faith the validity or enforcement of any such law, ordinance, requirement, direction, rule, regulation or order and may defer compliance therewith during the pendency of such contest so long as (a) such deferment shall not constitute an offense on the part of the Lessor, (b) Lessee shall diligently prosecute such contest to a final determination by a court, department or governmental authority or body having jurisdiction, and (c) Lessee shall furnish Lessor with such security, by bond or otherwise, as Lessor may request in connection with such contest.

## ARTICLE NINE

### Assignment and Subletting

Section 9.01 The Lessee shall have the right to assign or transfer this Site Lease or to sublease all or any part of the Demised Premises. The Lessee will not permit any encumbrance on Lessor's interest in property herein described except as may be contemplated or permitted hereby.

## ARTICLE TEN

### Events of Default

Section 10.01 Any one or more of the following events shall constitute Events of Default hereunder:

- (a) If Lessee shall totally desert or completely abandon the Demised Premises and such desertion or abandonment shall continue for a period of ninety (90) days after notice by Lessor; or
- (b) If Lessee shall default in complying with any other agreement, term, covenant or condition of this Site Lease and such default in compliance shall continue for a period of ninety (90) days after notice by Lessor to Lessee specifying the claimed default, and Lessee (or any other party on behalf thereof) shall not have commenced, in good faith, within said ninety (90) day period, to remedy such default and diligently and continuously proceeded therewith.

Section 10.02 Upon the occurrence of any such Event of Default, and provided the same is still continuing, the Lessor, in addition to any other rights and remedies to which it may otherwise be entitled, may, but shall not be obligated to, terminate this Site Lease and the term hereby created in the manner hereinafter set forth, whereupon Lessor shall be entitled to repossess the Demised Premises.

## ARTICLE ELEVEN

### Release and Indemnification

Section 11.01 Lessor shall and hereby agrees, at its expense, to pay, and to indemnify and save the Lessee harmless against and from any and all claims, damages, demands, expenses, liabilities and taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever including, but not limited to, claims for loss or damages to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with (i) the Improvements, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Improvements, or from the planning, design, acquisition, construction or renovation of the Improvements or any part thereof, (ii) the presence of any Hazardous Substances on, in, under or about the Improvements (including without limitation any Hazardous Substances that shall have migrated, leached or otherwise been released from the Improvements, or presented a threat of migration, leaching or release therefrom), or (iii) any violations of an Environmental Regulation in connection with the Improvements or any Hazardous Substances on, in, under or about the Improvements (including without limitation any Hazardous Substances that shall have migrated, leached or otherwise been released from the Improvements, or presented a threat of migration, leaching or release therefrom).

Section 11.02 As used in Section 11.01:

(a) "Environmental Regulation" means any environmental law, statute, regulation, ordinance, order, bylaw, code, requirement, or directive, including, without limitation, any such law, regulation or other directive relating to the presence, generation, use, management, transport, treatment, disposal, discharge, emission, storage or release of Hazardous Substances, solid or hazardous waste, water quality, air quality, wetlands protection, sanitary waste disposal, or environmental impact review; and

(b) "Hazardous Substances" means dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances as defined in Environmental Regulations, and also any urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste,

radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material substance, pollutant or contaminant which would subject the Lessor or Lessee to any damages, penalties or liabilities under any applicable Environmental Regulation.

#### **ARTICLE TWELVE**

##### Controlling Law

Section 12.01 This Site Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

#### **ARTICLE THIRTEEN**

##### Captions

Section 13.01 The captions and headings in this Site Lease are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Site Lease or the intent of any provision thereof.

#### **ARTICLE FOURTEEN**

##### Entire Agreement

Section 14.01 This Site Lease contains the entire agreement between the Lessor and the Lessee for lease of the real property described in Exhibit A. This Site Lease cannot be orally changed or terminated; it can be changed or terminated only by an instrument in writing executed by both parties.

#### **ARTICLE FIFTEEN**

##### Successors and Assigns

Section 15.01 All of the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the Lessor, its successors and assigns, and the Lessee, its successors and assigns, and any others who at any time shall be the owners of the land described in Exhibit A hereto or of the leasehold estate hereby created or of the improvements to the Demised Premises.



IN WITNESS WHEREOF, the Lessor and Lessee caused this Site Lease to be executed in counterparts as of the day and year first above written.

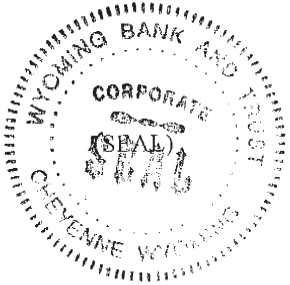


NORTHERN WYOMING  
COMMUNITY COLLEGE DISTRICT  
LESSOR:

By: Charlene Bodine  
Chair

ATTEST:

By: Moni K. Lowe  
Secretary



WYOMING BANK AND TRUST  
TRUSTEE AND LESSEE:

By: [Signature]  
Michael E. Bohl,  
Senior Vice President and Trust Officer

ATTEST:

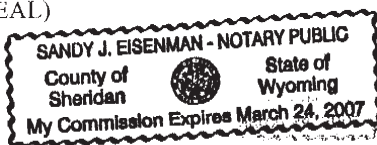
By: [Signature]  
Title: President

STATE OF WYOMING           )  
  ) ss:  
COUNTY OF SHERIDAN       )

The foregoing instrument was acknowledged before me this 2 day of June, 2005, by Charlene Bodine, Chair and by Marie Lowe as Secretary of Northern Wyoming Community College District.

Witness my hand and official seal.

(SEAL)



Sandy J. Eisenman  
Notary Public

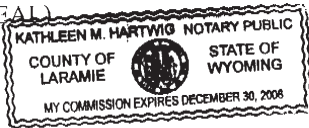
My commission expires: March 24, 2007

STATE OF WYOMING           )  
  ) ss:  
COUNTY OF LARAMIE        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2005, by Michael E. Bohl, as Senior Vice President and Trust Officer of Wyoming Bank and Trust, and by Jeff Wallace, as President of Wyoming Bank and Trust.

Witness my hand and official seal.

(SEAL)



*Kathleen M. Hartwig*  
Notary Public

My commission expires: 12/30/08

## EXHIBIT A

### Legal Description of Leased Premises

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 2, Township 55 North, Range 84 West, 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 2, thence N02°10'47"W, 400.37 feet to the **POINT OF BEGINNING** of said tract; thence N15°12'40"W, 106.69 feet to a point; thence N74°41'33"E, 233.94 feet to a point; thence S15°18'27"E, 2.00 feet to a point; thence N74°41'33"E, 102.35 feet to a point; thence S15°15'06"E, 16.38 feet to a point; thence S04°42'46"E, 70.71 feet to a point; thence, through a non-tangent curve to the right, having a radius of 60.13 feet, a central angle of 61°44'10", an arc length of 64.79 feet, a chord bearing of S30°22'10"W, and a chord length of 61.70 feet to a point; thence S67°05'41"W, 9.90 feet to a point; thence, through a curve to the right, having a radius of 691.78 feet, a central angle of 22°34'02", an arc length of 272.47 feet, a chord bearing of S80°07'28"W, and a chord length of 270.72 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 0.95 acres of land, more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone)