

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (“Agreement”) is made and entered into as of this 6th day of September 2025, by and between BVI, Inc. (“Landlord”) and Douglas County Colorado (“Tenant”).

RECITALS

This Agreement is made and entered into in contemplation of the following facts, intentions and understandings of the parties:

A. Landlord and Tenant entered into a Lease Agreement dated April 11, 2017 (the “Lease”), for premises located at 410 Wilcox, Suite 101, Castle Rock, CO more particularly described in the Lease (“Premises”).

B. The Parties entered into a First Amendment to the Lease on February 22, 2022, which added Suite 103 to the definition of the Lease Premises.

C. Tenant has requested an early termination of the Lease with respect to Suite 103.

D. Landlord and Tenant now desire to terminate the Lease with respect to Suite 103, subject to the terms and conditions herein stated.

AGREEMENT

NOW, THEREFORE, on the basis of the foregoing facts, understandings and intentions of the parties, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. The First Amendment as it applies to the addition of Suite 103 of the Premises shall terminate effective as of August 29, 2025 (“Lease Termination Date”).
2. Prepaid Rent and CAM. Landlord will refund to Tenant the amount of prepaid Rent and CAM for September through December 2025. Accordingly, Landlord agrees to refund prepaid rent in the amount of fourteen thousand nine hundred thirty-one dollars and fifty-eight cents (**\$14,931.58**) to Douglas County.
3. Utilities. Tenant shall continue to pay all charges for utility services with respect to Suite 101 up to and including the Lease Termination Date of September 30, 2027.
4. Tenant Representations. Tenant represents and warrants that: (a) it has not subleased Suite 103 of the Premises; (b) Tenant has no knowledge of any potential claims arising out of Tenant's occupancy of Suite 103 of the Premises; and (c) no work has been done to Suite 103 of the Premises which has not been fully paid for .

5. Release. Upon acceptance of the Premises by Landlord in satisfaction of the conditions described herein, Landlord shall be deemed to have released Tenant with respect to Suite 103, and Tenant shall be deemed to have released Landlord from all obligations under the First Amendment to the Lease with respect to Suite 103 except as provided herein.

6. Delivery of Possession. As of September 2, 2025, Tenant has vacated Suite 103 of the Premises and delivered possession thereof to Landlord, broom clean and free of all of Tenant's furniture, fixtures and equipment.

7. Obligations Surviving Termination of Lease. The termination of the Lease with respect to Suite 103 and the surrender of Suite 103 of the Premises shall not release or discharge Tenant's obligations set forth in this Agreement with respect to Suite 101.

8. Miscellaneous

a. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the parties hereto.


Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations or agreements between the parties respecting the subject matter hereof.

b. Applicable Law. The terms and provisions of this Agreement shall be governed pursuant to the laws of the State of Colorado and the exclusive venue for any legal proceedings to enforce this Agreement shall be in the County of Douglas, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it becomes effective on the day and year first above written.

Landlord
BVI, LLC

Tenant:
Douglas County Colorado

DocuSigned by:

Eric Tyrell, Manager

Name:
Title:

9/8/2025

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

Signed by:
BY: DOUG DEBORD
Doug DeBord
County Manager

DATE: 9/15/2025

DocuSigned by:
BY: Tim Hallmark
Tim Hallmark
Director, FFECS

DATE: 9/8/2025

APPROVED AS TO FISCAL CONTENT: APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Christie Guthrie
Christie Guthrie
Director of Finance

DATE: 9/11/2025

Signed by:
BY: Arielle Denis
Arielle Denis
Assistant County Attorney

DATE: 9/12/2025

APPROVED AS TO INSURANCE REQUIREMENTS:

Signed by:
BY: Megan Datwyler
Megan Datwyler
Risk Manager

DATE: 9/12/2025

Certificate Of Completion

Envelope Id: 276366E9-1FA9-426D-A764-35E4F4F35CCE

Status: Completed

Subject: Complete with Docusign: Termination Lease Agreement Final 9-6-25.doc

Contract Type:

Tuition Reimbursement Application:

Source Envelope:

Document Pages: 3

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Luanne Lee

AutoNav: Enabled

100 Third St.

Envelopeld Stamping: Enabled

Castle Rock, CO 80104

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

LLee@douglas.co.us

IP Address: 67.135.160.252

Record Tracking

Status: Original

Holder: Luanne Lee

Location: DocuSign

9/8/2025 10:30:45 AM

LLee@douglas.co.us

Signer Events

ERIC TYRRELL

eric6803@reagan.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

ERIC TYRRELL
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Timestamp

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Signed: 9/8/2025 3:13:43 PM

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

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Tim Hallmark

thallmar@douglas.co.us

Director, FFESS

Douglas County Government, Colorado

Security Level: Email, Account Authentication
(None)

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Tim Hallmark
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Electronic Record and Signature Disclosure:

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ID: 737b2ed0-ef7c-4734-bb4a-88b8f620409f

christie guthrie

cguthrie@douglas.co.us

Assistant Finance Director

Security Level: Email, Account Authentication
(None)

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christie guthrie
C371FCD771FC4CD...

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Viewed: 9/11/2025 11:28:38 AM

Signed: 9/11/2025 11:29:24 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.135.162.252

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Arielle Denis

adenis@douglas.co.us

Assistant County Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

Arielle Denis
E31A124B1829457...

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Viewed: 9/12/2025 10:15:03 AM


Signed: 9/12/2025 10:15:22 AM

Signature Adoption: Pre-selected Style


Using IP Address: 67.135.162.252

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Megan Datwyler mdatwyler@douglas.co.us Risk Manager Security Level: Email, Account Authentication (None)	<div>Signed by:  33306CF1515540A...</div> Signature Adoption: Pre-selected Style Using IP Address: 2600:100e:b08c:a176:19fd:db90:a6bb:2e7c Signed using mobile	Sent: 9/12/2025 10:15:23 AM Viewed: 9/12/2025 10:40:55 AM Signed: 9/12/2025 10:41:07 AM

Electronic Record and Signature Disclosure:
Accepted: 9/12/2025 10:40:55 AM
ID: 0c581507-0289-4623-9e91-c967b9991682

DOUG DEBORD DDEBORD@DOUGLAS.CO.US County Manager Douglas County Security Level: Email, Account Authentication (None)	<div>Signed by:  B5C95B8DCFAB4AA...</div> Signature Adoption: Pre-selected Style Using IP Address: 67.135.160.241	Sent: 9/12/2025 10:41:08 AM Viewed: 9/15/2025 10:55:43 AM Signed: 9/15/2025 10:55:56 AM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2025 10:38:28 AM
Certified Delivered	Security Checked	9/15/2025 10:55:43 AM
Signing Complete	Security Checked	9/15/2025 10:55:56 AM
Completed	Security Checked	9/15/2025 10:55:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Douglas, CO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Douglas, CO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joleson@douglas.co.us

To advise Carahsoft OBO County of Douglas, CO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joleson@douglas.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Douglas, CO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to joleson@douglas.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Douglas, CO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to joleson@douglas.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Douglas, CO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Douglas, CO during the course of your relationship with Carahsoft OBO County of Douglas, CO.