FIRST AMENDMENT TO LEASE AGREEMENT
(2223 South Monaco Parkway)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made as of the Amendment Effective Date (defined below) by and between CA NEW PLAN VILLA MONACO, L.P., a Delaware limited partnership which is registered to conduct business in Colorado, with a principal office address of 100 Park Avenue, Suite 600N, New York, New York 10017 ("**Lessor**"), and the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado (the "**City**" or "**Lessee**", and jointly with the Lessor, the "**Parties**").

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain property located at 2223 South Monaco Parkway, Denver, Colorado 80222; and

WHEREAS, the Parties entered into a Lease Agreement dated December 7, 2015 ("**Lease**"), by which the City leases from Lessor approximately 4,001 square feet located in spaces 17 and 18 of the Property ("**Premises**") for the operation of offices for the City's department of motor vehicles and business license bureau; and

WHEREAS, the Parties wish to extend the Lease Term and otherwise amend the Lease in accordance with the terms and conditions contained in this Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Lease and this Amendment, the City and Lessor agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings given such terms in the Lease.

2. Extension of Lease Term; Early Termination Right. The Lease Term is hereby extended to and including December 31, 2030, unless terminated sooner pursuant to the terms of the Lease, as amended herein. In accordance with the foregoing and for purposes of this Amendment and the Lease, the "**Extended Term**" shall mean the five (5) year period from and including January 1, 2026, to and including December 31, 2030, and "**Lease Year**" shall mean each consecutive 12 (twelve) month period commencing on each January 1st during the Extended Term and running through and including December 31st of such 12 (twelve) month period, such that the Extended Term of the Lease shall consist of five (5) Lease Years, unless terminated sooner pursuant to the terms of the Lease, as amended herein. Notwithstanding the foregoing or anything

to the contrary in the Lease, the City shall have the one-time right to terminate the Lease early by providing Lessor with written notice thereof no later than January 1, 2029 ("**Early Termination Notice**"). If an Early Termination Notice is timely delivered by the City, then the Lease shall terminate on June 30, 2029 ("**Early Termination Date**"), and the Parties shall have no further obligations thereunder or hereunder from and after such Early Termination Date, except for any obligations which expressly survive the termination of the Lease; provided that, for such early termination to occur, the City shall, on or prior to the Early Termination Date, pay Lessor an early termination fee equal to the sum of (a) four (4) months of then applicable Minimum Rent as provided below in this Amendment (i.e., 4 months x $13,057.71/mo = $52,230.84), and (b) four (4) months of the City's then applicable Pro Rata Share of Common Area Maintenance charges not to exceed the maximum amount of such charges as provided below in this Amendment (i.e., 4 x $4,289.49 = $17,157.96). If the City fails to timely provide an Early Termination Notice, then the foregoing right of the City to terminate the Lease early shall be null and void.

3. Minimum Rent and Maximum Common Area Maintenance Charges. The Minimum Rent, and the maximum amount of the City's Pro Rata Share of Common Area Maintenance charges, payable by the City during the Extended Term shall be as follows:

Minimum Rent:

Year 1:	$35.84/s.f.	$11,949.65/mo	$143,395.84/yr
Year 2:	$36.92/s.f.	$12,308.14/mo	$147,697.72/yr
Year 3:	$38.02/s.f.	$12,677.39/mo	$152,128.65/yr
Year 4:	$39.16/s.f.	$13,057.71/mo	$156,692.51/yr
Year 5:	$40.34/s.f.	$13,449.44/mo	$161,393.28/yr

Maximum Amount of Pro Rata Share of Common Area Maintenance Charges:

Year 1:	$11.44/s.f.	$3,813.34/mo	$45,760.04/yr
Year 2:	$11.89/s.f.	$3,965.87/mo	$47,590.44/yr
Year 3:	$12.37/s.f.	$4,124.51/mo	$49,494.06/yr
Year 4:	$12.87/s.f.	$4,289.49/mo	$51,473.82/yr
Year 5:	$13.38/s.f.	$4,461.06/mo	$53,532.78/yr

4. Rent Arrearage. No later than the Amendment Effective Date (i.e., no later than the date the City delivers a fully-executed copy of this Amendment to Lessor), the City shall pay to Lessor the Minimum Rent and Pro Rata Share of Common Area Maintenance charges due from the City for the months of November, 2025, to and including the month in which the Amendment Effective Date occurs. In accordance with the provisions of the Lease, the Minimum Rent payable

for November and December 2025, shall be $7,966.67 per month, or $15,933.34 total, and the maximum amount of the City's Pro Rata Share of Common Area Maintenance charges for such months shall not exceed $3,666.67 per month, or $7,333.34 total. The Minimum Rent owed by the City, and the maximum amount of the City's Pro Rata Share of Common Area Maintenance charges, for January 2026 and all months thereafter shall be as provided above in this Amendment. After payment by the City of all amounts that are in arrears as provided in this section, the City shall thereafter pay Minimum Rent and its Pro Rata Share of Common Area Maintenance charges on a monthly basis in accordance with the provisions of the Lease.

5. Maximum Contract Amount. In accordance with the above provisions of this Amendment regarding the maximum amount of Minimum Rent and Common Area Maintenance charges payable by the City from November 2025 through the Extended Term, Section 2(c) of the Lease is hereby amended to provide that the maxim contract amount for the initial Lease Term and the Extended Term is Two Million Two Hundred Ninety-Three Thousand Eight Hundred Twenty-Three Dollars ($2,293,823.00).

6. No Discrimination in Employment. Section 18 of the Lease is hereby deleted in its entirety and replaced with the following:

> **18. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Lease, Lessor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Lessor shall insert the foregoing provision in all subcontracts for or relating to this Lease.

7. Examination of Records. Section 23 of the Lease is hereby deleted in its entirety and replaced with the following:

> **23. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessor's performance pursuant to this Lease, the provision of any

goods or services to the City, and any other transactions related to this Lease. Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276.

8. Notices. Section 28 of the Lease is hereby deleted in its entirety and replaced with the following:

28. NOTICES: All notices hereunder shall be given to the following by hand delivery, reputable overnight carrier (e.g., FedEx, UPS, DHL, etc.) or by certified mail, return receipt requested:

To the City:
Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to:
Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

To Lessor:
CA New Plan Villa Monaco, L.P.
c/o Brixmor Property Group
200 Ridge Pike, Suite 100
Conshohocken, PA 19428
Attn: General Counsel

With a copy to:
CA New Plan Villa Monaco, L.P.
c/o Brixmor Property Group
1525 Faraday Avenue, Suite 350

Carlsbad, CA 92008
Attention: VP, Regional Legal Services

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or delivered to the party.

9. Compliance with Denver Wage Laws. A new Section 51 is hereby added to the Lease as follows:

> **51. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to Lessor's provision of services hereunder, Lessor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, Lessor expressly acknowledges that Lessor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Lessor, or any other individual or entity acting subject to this Lease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

10. Compliance with Energy Requirements. A new Section 52 is hereby added to the Lease as follows:

> **52. COMPLIANCE WITH ENERGY REQUIREMENTS:** The Parties acknowledge that, as of the Amendment Effective Date, (a) the Shopping Center is subject to the requirements in the "High-Performance Existing Buildings Program" under Sections 10-400 through 10-411 D.R.M.C. ("**City Energy Requirements**"); and (b) Lessor must submit benchmarking data in accordance with the City Energy Requirements and the requirements of the State of Colorado in Colorado Regulation Number 28, Building Benchmarking and Performance Standards ("**State Energy Requirements**", and the foregoing City Energy Requirements and State

Energy Requirements, together with the energy requirements in any successor statute, law, or regulation or in any other government mandated building performance standards, energy benchmarking ordinances, or any similar laws measuring and/or regulating the energy usage or emissions at the Shopping Center, are hereinafter collectively referred to as the "**Energy Requirements**"). To the extent necessary for Lessor and/or the Shopping Center to comply with the applicable Energy Requirements, the City shall, at no out of pocket cost to the City, provide Lessor with any documents, data, or other information in the City's possession, custody, or control regarding the City's consumption of utilities serving the Premises. Lessor may make such energy efficient upgrades/improvements (e.g., LED lighting) to the Shopping Center as are necessary for Lessor and/or the Shopping Center to comply with the applicable Energy Requirements, and to the extent permitted by Section 4 of this Lease, the costs incurred by Lessor to make any such upgrades/improvements may be included in Common Area Maintenance charges such that the City shall pay its Pro Rata Share of such costs, provided that (i) the cost of any Capital Improvement (as defined below) shall be amortized and charged over the useful life of such improvement; and (ii) in no event shall the City's Pro Rata Share of Common Area Maintenance charges (including without limitation the City's Pro Rata Share of the amortized amount of any Capital Improvement) in any year exceed the maximum amount of the City's Pro Rata Share of Common Area Maintenance charges payable by the City in such year as provided in this Lease. For purposes of this Lease, the term "Capital Improvement" means an improvement that (A) enhances the value or useful economic life of the Shopping Center or any portion thereof; (B) constitutes more than just maintenance or repairs; (C) is expected to be used, and/or have a useful life of, more than one (1) year; and (D) costs over Fifty Thousand Dollars ($50,000) to construct or install. Notwithstanding anything to the contrary in this Lease, in no event shall the City be required to construct or install any Capital Improvement within, or with respect to the use of, the Premises.

11. No Brokers. Each party represents and warrants to the other party that it has not dealt with any broker or agent in connection with the negotiation or execution of the Lease or this Amendment.

12. Amendment Effective Date. The effective date of this Amendment ("**Amendment Effective Date**") shall be the date the City delivers a fully executed copy of this Amendment to Lessor.

13. Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

14. Ratification. Except as herein amended, the Lease is revived, affirmed, and ratified in each and every particular.

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: FINAN-202683698-01| 201521864-01
Contractor Name: CA NEW PLAN VILLA MONOCA LP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: ______________________________

____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: ______________________________

REGISTERED AND COUNTERSIGNED:

By: ______________________________

By: ______________________________

Contract Control Number: FINAN-202683698-01| 201521864-01
Contractor Name: CA NEW PLAN VILLA MONOCA LP

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: ______________________________________
(please print)

Title: ______________________________________
(please print)

ATTEST: [if required]

By: ____

Name: ______________________________________
(please print)

Title: ______________________________________
(please print)

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals, if any, at Denver, Colorado, as of the Amendment Effective Date.

LESSOR:

CA NEW PLAN VILLA MONACO, L.P.,
a Delaware limited partnership

By: CA New Plan Villa Monaco Holdings SPE, LLC,
a Delaware limited company, its general partner

Signature:_________________________________
Printed Name: Gregory T. Finley
Title: Executive Vice President, President – West Region