

LEASE AGREEMENT
(2223 South Monaco Parkway)

THIS LEASE AGREEMENT is made by and between **CA NEW PLAN VILLA MONACO, L.P.**, a Delaware limited partnership, with an address of c/o Brixmor Property Group, 450 Lexington Avenue, 13th Floor, New York, New York 10017 (the “Lessor”), and the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “Lessee”) (the “Lease”).

WITNESSETH:

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

WHEREAS, the City desires to Lease approximately 4,001 square feet located in spaces 17 and 18 of the Property (the “Premises”) for the operation of offices for the City’s department of motor vehicles and business license bureau.

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

1. **PREMISES:**

(a) Subject to the terms of this Lease, Lessor grants to the City, and the City accepts from Lessor, the exclusive use and occupancy of the Premises, approximately 4,001 square feet located in Spaces 17 and 18 of the Villa Monaco Shopping Center located at 2223 South Monaco Parkway, Denver, Colorado 80222, as more particularly depicted on Exhibit A attached hereto and incorporated herein by reference, together with all improvements and appurtenances located thereon, ingress and egress, and use of the common areas of the Property, including parking.

(b) The City acknowledges that it is familiar with the Premises and is accepting the same in its "AS-IS/WHERE-IS" condition with no representation or warranty by Lessor as to the fitness of the Premises, or any equipment servicing the Premises, for any use permitted herein. Notwithstanding the foregoing Lessor agrees that it shall maintain the roof of the Premises in a

water-tight condition throughout the Lease Term.

(c) It is expressly agreed that nothing contained in this Lease shall be construed as a grant or rental of (and the Premises shall not include) (i) any space above the finished ceiling of the Premises (or, if none, above the bottom edge of the framework supporting the roof), (ii) any rights in the roof or exterior of the building within which the Premises is located, (iii) the space below the finished floor of the Premises or (iv) the land upon which the Premises is located; however, if desired, the City may place equipment for HVAC systems upon the roof provided said work is performed in strict accordance with Section 7 herein.

2. **TERM:**

(a) The term of this Lease shall be one hundred twenty (120) full calendar months (the "Lease Term"), unless sooner terminated pursuant to the terms of this Lease, beginning on the Commencement Date. The "Commencement Date" of the Lease Term shall be the earlier of (i) ninety (90) days after the Possession Date, or (ii) the date upon which the City opens for business at the Premises. The "Possession Date" is the date Lessor makes the Premises available to the City which shall be no later than thirty (30) days after full execution of the Lease. The City shall take possession of the Premises on the Possession Date. Lessor shall not under any circumstances be subject to any liability whatsoever to the City, and the City shall not under any circumstances be entitled to rescind or terminate this Lease, for any delay in Lessor's delivery of the Premises to the City, as long as it is delivered no later than thirty (30) days after full execution of the Lease subject to delays caused by force majeure.

(b) The Lease Term may be extended under the same terms and conditions for up to two (2) additional five (5) year periods (each, an "Option Term") at the then-fair market rate provided that at such time that the Option Terms are exercised, the City is open and operating a business at the Premises in compliance with the Permitted Use and the City is not otherwise in default under this Lease. Such Option Terms will be exercised by the City giving Lessor written notice at least one hundred and eighty (180) days prior to the end of the then-existing Lease Term. In the event the City does not timely exercise its Option Terms for extension of this Lease as provided above, or is in default under this Lease at the time of such exercise or at any time thereafter prior to the commencement of the Option Term(s), then, in such event, the City shall have

no right to the Option Term(s) and the exercise of said option(s) shall be null and void and of no further force or effect. If the City does not timely exercise such Option Term(s), Lessor may act in reliance on such election not being exercised by the time period set forth above, and the City hereby waives any claim or right to invoke or exercise such election after the above prescribed time period. Time shall be of the essence with respect to the City's exercise of said extension options.

3. **MINIMUM RENT:**

(a) The City shall pay to Lessor for the minimum rent of these Premises for the initial term of this Lease the total sum of **EIGHT HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$875,960.00)** (“Minimum Rent”), payable to Lessor without any prior demand therefor and without any offset or deduction whatsoever (unless otherwise expressly permitted hereunder) in monthly installments on the 1st day of each calendar month as follows:

Year 1:	\$20.00/s.f.	\$6,666.67/mo	\$80,000.00/yr
Year 2:	\$20.40/s.f.	\$6,800.00/mo	\$81,600.00/yr
Year 3:	\$20.81/s.f.	\$6,936.67/mo	\$83,240.00/yr
Year 4:	\$21.23/s.f.	\$7,076.67/mo	\$84,920.00/yr
Year 5:	\$21.65/s.f.	\$7,216.67/mo	\$86,600.00/yr
Year 6:	\$22.08/s.f.	\$7,360.00/mo	\$88,320.00/yr
Year 7:	\$22.52/s.f.	\$7,506.67/mo	\$90,080.00/yr
Year 8:	\$22.97/s.f.	\$7,656.67/mo	\$91,880.00/yr
Year 9:	\$23.43/s.f.	\$7,810.00/mo	\$93,720.00/yr
Year 10:	\$23.90/s.f.	\$7,966.67/mo	\$95,600.00/yr

(b) The City shall additionally pay Common Area Maintenance charges which amounts shall include real estate taxes and insurance and other items as defined and computed in accordance with Section 4. below; provided, however that in no event will said Common Area Maintenance charges paid by Tenant exceed the following amounts per annum during the initial term of this Lease:

Year 1:	\$5.98/s.f.	\$1,993.33/mo	\$23,920.00/yr
Year 2:	\$6.39/s.f.	\$2,130.00/mo	\$25,560.00/yr
Year 3:	\$6.81/s.f.	\$2,270.00/mo	\$27,240.00/yr
Year 4:	\$7.28/s.f.	\$2,426.67/mo	\$29,120.00/yr

Year 5:	\$7.79/s.f.	\$2,596.67/mo	\$31,160.00/yr
Year 6:	\$8.34/s.f.	\$2,780.00/mo	\$33,360.00/yr
Year 7:	\$8.93/s.f.	\$2,976.66/mo	\$35,720.00/yr
Year 8:	\$9.57/s.f.	\$3,190.00/mo	\$38,280.00/yr
Year 9:	\$10.26/s.f.	\$3,420.00/mo	\$41,040.00/yr
Year 10:	\$11.00/s.f.	\$3,666.67/mo	\$44,000.00/yr

The Common Area Maintenance charge for the first year of the Option Term(s) may be adjusted by Landlord to the then-actual amount subject to annual increases thereafter, as long as such amounts do not exceed the amounts set forth above.

(c) The Minimum Rent and Common Area Maintenance charges shall commence on the Commencement Date. In the event Minimum Rent becomes due in the middle of a month such first month's rent shall be prorated accordingly. The maximum contract amount for the initial Lease term, which includes Minimum Rent and Common Area Maintenance Charges, shall be **ONE MILLION ONE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS AND NINETY TWO CENTS (\$1,174,799.92).**

(d) The Minimum Rent for the first year of the Option Term(s) shall be increased on the first day of the first month of the Option Term(s) (the "Rental Adjustment Date") to the "fair market value" of the Premises, determined in the following manner:

(e) Not later than one hundred fifty (150) days prior to the Rental Adjustment Date, Lessor and the City shall meet in an effort to negotiate, in good faith, the fair market value of the Premises as of such Rental Adjustment Date. If Lessor and the City have not agreed upon the fair market value of the Premises at least one hundred twenty (120) days prior to the Rental Adjustment Date, the fair market value shall be determined by appraisal, by one or more brokers (herein called "Broker(s)"), as provided in subsection (b) below. Such Broker(s) shall have at least five (5) years' experience in the sales and leasing of commercial/retail real property in the area in which the Premises is located.

(f) If Lessor and the City are not able to agree upon the fair market value of the Premises within the prescribed time period, then Lessor and the City shall attempt to agree in good faith upon a single Broker no later than seventy-five (75) days prior to the Rental Adjustment Date. If Lessor and the City are unable to agree upon a single Broker within such time period, then Lessor and the City shall each appoint one Broker not later than sixty-five (65)

days prior to the Rental Adjustment Date. Within ten (10) days thereafter, the two (2) appointed Brokers shall appoint a third Broker. If either Lessor or the City fails to appoint its Broker within the prescribed time period, the single Broker appointed shall determine the fair market value of the Premises. If both parties fail to appoint Brokers within the prescribed time period, then the first Broker thereafter selected by a party shall determine the fair market value of the Premises. Each party shall bear the cost of its own Broker and the parties shall share equally the cost of the single or third Broker, if applicable.

(g) For the purposes of such appraisal, the term "fair market value" shall mean the price that a ready and willing tenant would pay, as of the Rental Adjustment Date, as monthly rent to a ready and willing landlord of property comparable to the Premises if such property were exposed for lease on the open market for a reasonable period of time and taking into account all of the purposes for which such property may be used. If a single Broker is chosen, then such Broker shall determine the fair market value of the Premises. Otherwise, the fair market value of the Premises shall be the arithmetic average of two (2) of the three (3) appraisals which are closest in amount, and the third appraisal shall be disregarded. In no event, however, shall the Minimum Rent decrease below the amount of Minimum Rent which was due and payable during the lease year prior to the Rental Adjustment Date. In addition the Minimum Rent, once determined in the manner as set forth in this Section 4.13, shall be increased annually in accordance with Section 4.12. Further, Lessor and the City shall instruct the Broker(s) to complete the determination of the fair market value not later than thirty (30) days prior to the Rental Adjustment Date. If the fair market value is not determined prior to the Rental Adjustment Date, then the City shall continue to pay to Lessor the Minimum Rent which was due and payable in the Lease Year immediately prior to the Option Term(s), until the fair market value is determined. When the fair market value of the Premises is determined, Lessor shall deliver notice thereof to the City, and the City shall pay to Lessor, within ten (10) days after receipt of such notice, the difference between the Minimum Rent actually paid by the City to Lessor and the new Minimum Rent as determined hereunder.

4. **COMMON AREA MAINTENANCE**: "Common Area Maintenance" shall be defined as the amount payable by the City to Lessor pursuant to this Section.

(a) In addition to the Minimum Rent due hereunder, the City shall pay to

Lessor, the City's Pro Rata Share (as defined below) of the following items subject to the maximum amounts set forth in 3.b.above: any and all costs, expenses, and disbursements to own, manage, operate, and maintain the Property, including, without limitation, all real estate taxes, including general or special assessments, of any kind or nature relating to the ownership or operation of the Property; costs of insurance which Lessor is required or otherwise elects to carry with respect to the Property; costs of maintaining, repairing, replacing, striping, lighting, and/or cleaning the parking lots, sidewalks, driveways, landscaping, and other areas used in common by the tenants or occupants of the Property (the "Common Areas"); all common utility expenses which includes water and sewer charges; costs of removal of ice, snow, trash, garbage and other refuse; costs of providing security or traffic control for the Property; costs of providing seasonal holiday decorations; sanitary sewer and storm drainage expenses; all costs to maintain, repair and replace the roof and any common HVAC or other mechanical or electrical systems, if any; interior and exterior painting supplied by Lessor; costs of fire protection and sprinkler maintenance; all governmental impositions and surcharges with respect to the Property; costs of purchasing, leasing, maintaining, and lighting the individual tenant signs and the Property identification signs; and an administrative charge equal to fifteen percent (15%) of the total costs outlined above (collectively, the "Adjustments"). The City's "Pro Rata Share" shall be equal to a fraction, the numerator of which is the gross leasable floor area of the Premises, and the denominator of which is the gross leasable floor area of the Property. All measurements shall be measured from the exterior of all outside walls and the middle of all interior walls, excluding any basement and mezzanine space not used for retail purposes. The Common Area Maintenance and Adjustments shall not exceed the amounts set forth in 3.b. above.

(b) Upon commencement of the City paying Minimum Rent, it shall also pay a Common Area Maintenance charge for the first year of \$5.98 per square foot divided by twelve (12), on a monthly basis. Prior to the commencement of the second (2nd) calendar year of the Lease, Lessor shall submit to the City a statement of the estimated monthly Adjustments for the second calendar year of the Lease (subject to the limitations set forth in 3.b. above), and City shall pay these Adjustments on a monthly basis concurrently with the payment of the Minimum Rent. The City shall continue to make said monthly payments until notified in writing by Lessor of a change thereof. As soon as possible following the end of each year Lessor shall give the City a statement showing the total adjustments for the Property for the prior calendar year and

the City's Pro Rata Share thereof. In the event the total of the monthly payments which the City has made for the prior calendar year is less than the City's Pro Rata Share of such Adjustments, the City shall pay the difference in a lump sum within forty (40) days after receipt of such statement from Lessor as long as such amount does not cause the Common Area Maintenance Charges to exceed the amounts set forth in 3.b. above. Any overpayment by the City shall be refunded to the City. Included in said statement from Lessor shall be the estimated monthly Adjustments for the following year which shall be based upon the previous year's actual expenses and Lessor's good faith estimate of all anticipated increases thereto. The City shall pay said Adjustments together with monthly Rent as provided herein, as long as such amount does not exceed the amount of Common Area Maintenance charges set forth in 3.b. above. In the last calendar year of this Lease, the adjustments payable by the City applicable to the calendar year in which this Lease ends will be calculated on the basis of the number of days of the Lease Term falling within such calendar year, and the City shall have no obligation to pay any increase in the same that may arise as a result of a reconciliation after the expiration or other termination of this Lease. Failure of Lessor to submit statements as provided herein shall not be deemed to be a waiver of the City's requirement to pay Adjustments. The Minimum Rent, Common Area Maintenance and Adjustments and all other amounts due and payable to Lessor by the City pursuant to this Lease are sometimes collectively referred to herein as "Rent."

(c) Adjustments will be reduced by refunds made to Lessor relating to the following expenses: rebated taxes (net of fees paid to third parties for tax protest) and insurance refunds. Adjustments shall be calculated in conformity with generally accepted accounting principles, applied on a consistent basis.

(d) Lessor agrees that the City may audit the Adjustments in order to verify the accuracy of same provided that:

(i) Such audit is performed within three (3) years after the date the City receives the annual Adjustments from Lessor;

(ii) Such audit will be conducted only during regular business hours at the office where Lessor maintains the Adjustments records and only after the City gives Lessor thirty (30) days prior written notice thereof;

(iii) The City shall not make copies of any of Lessor's records and shall keep all information confidential. In the event the City receives an open records request for such

records, it will notify Lessor of such request and Lessor may, at its option, undertake the defense of having to produce such records;

(iv) The persons conducting such audit shall be employees of the City and they shall not be compensated above their normal rates of compensation; and

(v) The City must pay any and all outstanding Adjustments payments in full prior to any audit in accordance with the limit set forth in 3.b. above.

No audit shall be conducted at any time that the City is in default of any of the terms of the Lease. No subtenant or assignee shall have any right to conduct an audit. The City covenants and agrees to keep the results of its audit confidential subject to disclosure which may be required pursuant to an open records request. In the event the City receives an open records request for such records, it will notify Lessor of such request and Lessor may, at its option, undertake the defense on behalf of the City with regard to the production of such records and shall not initiate, or request or suggest that other tenants of the Property join in, a class action against Lessor regarding the Adjustments.

(e) Lessor shall have the right from time to time to: change or modify, add to or subtract from, include in or exclude from the Property and its gross leasable area any buildings, separately assessed parcels, non-retail office space, separately maintained parcels, separately owned parcels and premises over twelve thousand (12,000) square feet; change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments and other common areas; restrict parking by the City's officers, agents and employees, to designated areas; construct surface, sub-surface or elevated parking areas and facilities; construct, maintain and operate lighting facilities on all said areas; police the same; establish and from time to time change the level or grade of parking surfaces; enforce parking charges (by meters or otherwise), with appropriate provisions for free parking ticket validating by tenants; close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; add to or subtract from the buildings in the Property; make alterations or additions to and to build additional stories on the building in which the Premises are contained and to build adjoining the same; to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking; and do and perform such other acts in and to said common areas as Lessor in its sole discretion deems advisable for the use thereof by tenants

and their customers. Lessor will operate and maintain the common areas in such a manner as Lessor, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ and discharge all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas. However, Lessor agrees that it will not reduce the total number of parking spaces for the Property below the number required by applicable City zoning code.

5. **PERMITTED USE:**

(a) The City shall initially use the Premises for office space for the department of motor vehicles office and business license bureau for the City similar to other such like offices in the State of Colorado (the "Permitted Use"). However, the City may also use the Premises for other City departments or agencies. The City shall use the Premises in a careful, safe, and proper manner and it shall not use or permit said Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or Ordinances of the City and County of Denver. In no event may the City, or any party using or occupying the Premises by or through the City, create a nuisance or use the Premises in violation of the provisions of Exhibit E, attached hereto and made a part hereof.

(b) From and after the Possession Date, the City shall, at its own cost and expense: (i) comply with all governmental laws, orders and regulations affecting the Premises now or hereafter in force including, without limitation, the Americans With Disabilities Act; (ii) comply with and execute all reasonable rules, requirements, and regulations of Lessor's insurance companies and other organizations establishing insurance rates; and (iii) not suffer, permit or commit any waste or nuisance. The City shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants or the public.

(c) The City shall continuously operate one hundred percent (100%) of the Premises during the entire Lease Term. Lessor acknowledges that the City intends to utilize approximately fifty percent (50%) of the Premises for the visiting public, and approximately fifty percent (50%) of the Premises for use by City employees where there will generally be no public access. The City's use of the Premises is in all events subject to: the Lease terms and conditions; matters of public record; public restrictions affecting Lessor or the Property; any mortgages, ground leases or other agreements or restrictions of record; and all applicable governmental rules and

regulations.

6. **LESSEE'S PLANS AND SPECIFICATIONS:**

(a) The City shall, within a reasonable period of time after the full execution of this Lease, submit to Lessor, for Lessor's prior written approval, which approval shall not be unreasonably withheld, complete architectural and engineering plans and specifications of the Premises, describing all the work which under this Lease is to be performed by the City or its contractor, and showing in sufficient detail the location of all utilities, partitions, store front and any other matters which may affect the construction work to be performed by Lessor, if any, in the Premises and in the building of which the Premises form a part. In the event that said plans and specifications are, in the commercially reasonable judgment of Lessor, incomplete, inadequate or inconsistent with this Lease, Lessor may request that the City have said plans and specifications revised, corrected and/or completed by the City at the City's expense. Upon completion of final plans and specifications and Lessor's approval thereof, the City shall employ a contractor and sub-contractors, approved in writing by Lessor, which approval shall not be unreasonably withheld, to complete the Premises in accordance with the said approved plans and specifications and in accordance with the other terms and provisions of this Lease. Further, Lessor understands that the City has requirements for selecting architects, engineers and contractors that it must follow in accordance with the Denver City Charter, Ordinances and rules and regulations. Lessor agrees that such selection and procedures may dictate the selection of the contractor and sub contractors who perform work on the Premises.

(b) The City acknowledges that Lessor's approval of the City's plans (i) does not eliminate the need for the City to obtain all necessary approvals and permits required from any public or governmental agency or authority having jurisdiction over the Property and (ii) should not be construed as a waiver of or the satisfaction of any laws, regulations, restrictions or requirements of record, conformance thereto being solely the City's responsibility. The City also acknowledges that Lessor has no liability to the City or any other person or entity as a result of Lessor's approval of said plans for any defects, omissions, inconsistencies or shortcomings contained in such plans or the work to be performed in accordance therewith.

7. **LESSEE'S CONSTRUCTION, INSTALLATIONS AND ALTERATIONS:**

(a) All work shall be performed by the City at its own cost and expense (with

the exception of the Construction Allowance provided by Lessor hereunder) and the City shall, without limitation, fully equip the Premises with all trade equipment, furniture, operating equipment, furnishings, fixtures and exterior signs and any other equipment necessary for the proper operation of the City's business. Whenever the City is performing work within the Premises, the City shall commence such work as soon as is practical and shall diligently prosecute such work to its completion as soon as is practical after its commencement. The City shall not do any construction work or alterations, nor shall the City install any equipment other than trade fixtures without first obtaining Lessor's written approval and consent, which consent shall not be unreasonably withheld. The City shall present to Lessor plans and specifications for such work at the time approval is sought in accordance with Section 6. above. The City shall commence its work within a reasonable period of time following Lessor's approval of the City's plans and specifications and shall diligently and continuously prosecute its work to completion and will attempt to open for business by the Commencement Date. Lessor acknowledges and agrees that the City is dependent upon the State of Colorado for the installation of computer and other equipment necessary for the City to operate a motor vehicle office; therefore, the City cannot guaranty an opening date. The City recognizes that it will still be responsible for the payment of Minimum Rent and Common Area Maintenance charges as of the Commencement Date.

(b) The City agrees that it will use commercially reasonable efforts to ensure that the City's work shall not be done in a manner which would create any work stoppage, picketing, labor disruption or dispute or any interference with the business of Lessor or any tenant or occupant of the Property (any such violation, stoppage, picketing or disruption hereinafter referred to as a "Conflict"). The City shall immediately stop work or other activity if Lessor notifies the City that continuing such work or activity would cause a Conflict.

(c) The City may not perform any major repairs, renovations, remodeling or alterations to the Premises without having first received Lessor's written consent thereto, which consent shall not be unreasonably withheld. The City shall, before performing any major repairs, renovations, remodeling or alterations to the Premises, submit plans and specifications of the proposed work to Lessor describing all of the major repairs, renovations, remodeling or alterations which the City proposes. Upon review and approval by Lessor of the City's final plans and specifications, the City shall employ a contractor and sub-contractors, approved in writing by Lessor, which approval shall not be unreasonably withheld, or the City's own forces, to perform the

repairs, renovations, remodeling or alterations in accordance with the said approved plans and specifications and in accordance with the other terms and provisions of this Lease. Further, Lessor understands that the City has requirements for selecting contractors that it must follow in accordance with the Denver City Charter, Ordinances and rules and regulations. Lessor agrees that such selection and procedures may dictate the selection of the contractor and sub contractors who perform work on the Premises.

(d) The City may not (i) perform or allow to be performed any work that uses an open flame or that generates sparks or heat sufficient to cause combustion including, without limitation, cutting, welding and brazing nor (ii) shutdown any fire-protection systems within the Premises without having first received Lessor's prior written consent and approval thereto, which Lessor shall not unreasonably withhold exercising commercially reasonable judgment. Lessor acknowledges that some of such work will be necessary to construct the improvements currently contemplated by the City. If the City fails to comply with the foregoing, without limiting any other rights and remedies Lessor may have at law or equity or under this Lease, in the event of an emergency, Lessor may enter the Premises without notice and immediately take any and all actions necessary to ensure that the Property is and remains at all times in compliance with all governmental and insurance regulations and requirements.

8. **SIGNAGE**: The City, at its sole cost, shall have the right to install its standard individual internally illuminated channel letter signage upon the front of the exterior sign band of the Premises, provided signage is subject to governmental approvals, Lessor's sign criteria and restrictions of record. The City shall maintain any such sign or other installation as may be approved in good condition and repair. At the expiration or earlier termination of this Lease, the City shall remove all of its exterior signs from the storefront, fascia and/or canopy and shall repair all damage caused by the initial installation and subsequent removal of such signage.

9. **QUIET ENJOYMENT**: The City, upon paying the rents and performing all of the terms of this Lease on its part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

10. **CONSTRUCTION ALLOWANCE**: As an inducement to the execution and delivery of this Lease and the performance by the City of all obligations hereunder, Lessor agrees to pay to the City, in consideration therefor, to be applied toward the cost of the build-out of leasehold improvements and professional design fees (specifically excluding the costs of movable fixtures and equipment, and other costs customarily known as "soft costs") in an amount up to \$80,000.00 (\$20.00 /s.f.) ("Construction Allowance") within forty-five (45) days following the date that the City obtains a certificate of occupancy for the Premises, provided however, that the following conditions are fully satisfied:

(a) The City is not in default of any term, covenant or condition of this Lease after notice and the expiration of any applicable cure period, and this Lease is in full force and effect;

(b) The City has completed all of the work required to obtain a certificate of occupancy for the Premises in accordance with the plans and specifications previously approved in writing by Lessor;

(c) The City has paid the first and second installments of Rent;

(d) The Premises, including all installations therein, are free and clear of all liens, security interests, charges and encumbrances and there are no judgments, levies, attachments, liens or tax liens pending (or threatened) or in effect with respect to the Premises;

(e) The City submits the following completed documentation to the Tenant Allowance Coordinator at the address set forth below. The City shall supply copies of the following documents unless otherwise agreed by Lessor:

(i) A Certificate of Contract Release in the form attached hereto as Schedule 1 to Exhibit F.

(ii) A Certificate of Final Acceptance in the form attached hereto as Schedule 2 to Exhibit F.

(iii) A Certificate of Substantial Completion in the form attached hereto as Schedule 3 to Exhibit F.

(iv) The Tenant Subcontractor / Supplier Final Waiver and Release of Lien (to be submitted for each and every subcontractor with aggregate requisitions in excess of \$5,000.00) in the form attached hereto as Schedule 4 to Exhibit F.

(v) Certificate of Occupancy.

(vi) Proof satisfactory to Lessor of the cost to the City of the build-out of leasehold improvements (specifically excluding the costs of movable fixtures and equipment, design and interior and exterior signage, and all other costs customarily known as "soft costs").

(vii) The City's Form W-9.

The demand for payment should be sent to:

CA New Plan Villa Monaco, L.P.
c/o Brixmor Property Group
450 Lexington Avenue, 13th Floor
New York, NY 10017
Attn: Tenant Allowance Coordinator
Email: tacoordinator@brixmor.com
Phone: (212)- 869-3000 Facsimile: (212)-869-3801

(f) If and to the extent that the City owes any monies to Lessor under this Lease at the time when Lessor is obligated to pay the Construction Allowance to the City, Lessor shall be permitted to deduct those monies owed to it by the City from the Construction Allowance.

(g) If Lessor terminates this Lease prior to the scheduled expiration date on account of a default by the City under the terms hereof or if this Lease is otherwise terminated in accordance with Section 17 below, in addition to all other remedies available to Lessor on account of such default, the City shall, upon receipt of written demand therefor, promptly pay to Lessor the unamortized value of the Construction Allowance actually disbursed by Lessor to the City pursuant to this Section (the "Unamortized Allowance"). For purposes of this Section, the Unamortized Allowance shall be calculated by amortizing the actual amount of the Construction Allowance disbursed by Lessor on a self-liquidating mortgage style basis over the Lease Term using the default interest rate and the Unamortized Allowance shall be established as of the date of termination of this Lease. The provisions of this Section shall survive the termination of this Lease.

11. **ENTRY BY LESSOR:** The City shall permit representatives of the Lessor to enter into and upon the Premises at all business or other reasonable hours to inspect the same, and make any repairs deemed necessary by Lessor; however, except in the case of an emergency, Lessor shall provide the City with at least forty-eight (48) hours advance notice. Except in the

case of an emergency, Lessor shall only be allowed to enter the Premises in the presence of a manager for the Denver Motor Vehicle office. Lessor shall be allowed to take all material in, to and upon the Premises that may be required in connection with such repairs, additions, alterations or improvements without the same constituting an eviction of the City in whole or in part and the Rents reserved herein shall in no way abate while said work is in progress (except as set forth below) by reason of loss or interruption of the City's business or otherwise and the City shall have no claim for damages. In the event work being performed by Lessor not required to be performed due to acts or omissions of the City or due to casualty or condemnation restricts the City's use of the Premises for a period in excess of seventy-two (72) hours, there shall be an abatement of Minimum Rent. Lessor shall have the right to place, maintain and repair all utility equipment of any kind in, upon, around and under the Premises as may be necessary for the service of the Premises and other portions of Lessor's property and Lessor (for itself and other tenants in the Property) hereby reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, utilities and structural elements leading through, under and over the Premises in locations which will not unreasonably interfere with the City's use thereof so long as same are installed below the finished floor, within or along a wall or column, or above or along the finished ceiling. Lessor shall also have the right to enter the Premises at all reasonable times to inspect or to exhibit the same to prospective purchasers, mortgagees, ground lessors and tenants. In the case of an emergency, if a City representative is not present to permit an entry into the Premises, Lessor may enter the same without rendering Lessor liable therefor and without in any manner affecting the obligations of the City under this Lease. The provisions of this Section shall in no way be construed to impose upon Lessor any obligation whatsoever for the maintenance or repair of the building or any part thereof except as otherwise herein specifically provided. During the six (6) months prior to the expiration of this Lease or any option term, Lessor may place upon the Premises "for lease," "to let" or "for sale" signs, or other similar signs, which the City shall permit to remain thereon. Lessor shall have the right to use all or any part of the roof and exterior side walls of the Premises for any purpose; however, the City may also utilize the roof for placement of HVAC equipment subject to the terms and conditions set forth herein.

12. **CARE AND SURRENDER OF THE PREMISES:**

- (a) From and after the Possession Date, the City shall, at its own cost and

expense, take good care of and make necessary non-structural repairs to the interior of the Premises, and the fixtures and equipment therein and appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances; sprinkler system maintenance; store fronts; signs; showcases; ceiling tiles; floor coverings; interior walls, columns and partitions; electrical, lighting, heating, plumbing, sewage facilities and air conditioning and ventilating equipment. All parts of the interior of the Premises shall be painted or otherwise decorated by the City periodically so as to maintain same in a manner typical of similar City facilities. The City shall perform regular maintenance on all HVAC equipment within or serving the Premises, which will consist of, at a minimum, annual maintenance visits during the entire Lease Term and the City shall perform, or caused to be performed, any and all repairs, maintenance and replacements recommended or required in order to maintain such equipment in working order. If the City installs any electrical equipment that overloads the lines in the Premises or the Property, the City shall, at Lessor's option, be required to make whatever changes to such lines as may be necessary to render the same in good order and repair and in compliance with all insurance requirements and all legal requirements. In the event of the failure of the City to make repairs or perform any act required by this Lease promptly as herein agreed, Lessor, in addition to any other rights it may have under this Lease, with at least forty-eight (48) hours advance notice except in the case of emergency, may enter upon the Premises without notice and make such repairs or perform such acts.

At the expiration or earlier termination of this Lease, the City shall deliver the Premises to the Lessor in the same condition, plus any fixtures or improvements installed by the City which it desires to leave, as the Premises were as of the Possession Date, ordinary wear and tear excepted. Further, the City agrees that it shall surrender all keys for the Premises to the Property's property manager and shall inform the property manager of all combinations of locks, safes and vaults, if any, in the Premises.

13. **INTENTIONALLY DELETED.**

14. **LOSS OR DAMAGE:** If the Premises shall be partially damaged by any casualty covered under Lessor's insurance policy, Lessor shall, upon receipt of the insurance proceeds, repair the same to the condition as of the date Lessor delivered the Premises to the City and the Minimum

Rent shall be abated proportionately as to that portion of the Premises rendered untenable. Lessor shall not be required to expend more than the proceeds of its insurance in repairing the Premises. If (a) the Premises (i) by reason of such occurrence is rendered wholly untenable, (ii) should be damaged as a result of a risk which is not covered by Lessor's insurance or (iii) should be damaged in whole or in part during the last two (2) years of the Lease Term or of any renewal term hereof, or (b) the building of which the Premises is a part (whether or not the Premises is damaged), or all of the buildings which then comprise the Property should be damaged to the extent of twenty-five percent (25%) or more of the then monetary value thereof or (c) if any or all of the buildings or common areas are damaged, whether or not the Premises are damaged, to such an extent that the Property cannot, in the sole judgment of Lessor, be operated as an integral unit, then, in any of such events described in (a) through (c) above, Lessor may either elect to repair the damage (other than damage to the City's fixtures, furniture, equipment, other personal property and any other portions of the Premises or any property located therein for which the City is required to or does insure or as to which the City shall be responsible to repair or restore as provided below unless such damage is caused by the negligence or direct action of Lessor, its agents, contractors and employees) or may cancel this Lease by notice of cancellation given within one hundred eighty (180) days after such event and thereupon this Lease shall expire, and the City shall vacate and surrender the Premises to Lessor. The City's liability for Rent upon the termination of this Lease shall cease as of the later of (y) the day following the event or damages or (z) the date upon which the City ceased to do business at the Premises. In the event Lessor elects to repair the damage insured under Lessor's policies, any abatement of Rent shall end upon the date that Lessor completes Lessor's obligations to restore the Premises. If the damage is caused by the negligence of the City or its employees, agents, invitees, concessionaires, or contractors, there shall be no abatement of Rent. Unless this Lease is terminated by Lessor, the City shall repair and re-fixture the interior of the Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty. However, notwithstanding anything set forth above to the contrary, if Lessor determines that it will not be able to restore the Premises within six (6) months from the time of damage to the Premises, the City, at its option may elect to terminate this Lease.

15. **HAZARDOUS SUBSTANCES:**

(a) The City shall not cause or permit the storage, use, generation or disposition of any Hazardous Substances (as hereinafter defined) in the Premises.

(b) As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance", pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

16. **HOLDING OVER:** If, after the expiration of the term of this Lease, the City shall remain in possession of the Premises or any part thereof, and continues to pay Rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of the City's occupancy, and at a rent equivalent to one hundred fifty percent (150%) of the most recent monthly installment of Rent due hereunder, payable in advance on the first (1st) day of each calendar month thereafter. Such holding over may be terminated by either party upon at least thirty (30) days' written notice to the other.

17. **TERMINATION:** In the event the City does not approve budgeted amounts for renting the Premises for the upcoming calendar year, the City shall give Lessor sixty (60) days advance notice of termination of this Lease.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Lease, the City agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **LESSOR'S INSURANCE:**

(a) **General Conditions:** Lessor agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Lessor shall keep the required insurance coverage in force at all times during the term of the Lease, or any extension thereof, and during any applicable warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Lessor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Lessor. Lessor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessor. The Lessor may maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

(b) **Proof of Insurance:** Lessor shall provide a copy of this Lease to its insurance agent or broker. Lessor may not commence services or work relating to the Lease prior to placement of coverages required under this Agreement. Lessor certifies that the certificate of insurance attached as *Exhibit B*, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Lessor's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Lessor shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) **Waiver of Subrogation:** For all property damage coverages required under this Lease, Lessor's insurer shall waive subrogation rights against the City.

(e) **Intentionally Deleted.**

(f) **Workers' Compensation/Employer's Liability Insurance:** Lessor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Lessor expressly represents to the City, as a material representation upon which the City is relying in entering into this Lease, that none of the Lessor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Lease, and that any such rejections previously effected, have been revoked as of the date Lessor executes this Lease.

(g) **Commercial General Liability:** Lessor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) **Business Automobile Liability:** Lessor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Lease.

(i) **Real Property insurance:** Lessor shall maintain insurance on the Property.

(j) **Additional Provisions:**

(1) For Commercial General Liability, the policy must provide the following:

(i) That this Lease is an Insured Contract under the policy;

(ii) Defense costs are outside the limits of liability;

(iii) A severability of interests or separation of insureds

provision (no insured vs. insured exclusion); and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Lessor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Lessor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

20. **CITY INSURANCE.** The City is self insured. Upon the request of Lessor, the City will provide Lessor with a letter of self insurance.

21. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

22. **ASSIGNMENT AND RIGHT TO SUBLEASE:**

(a) The City shall not assign or transfer its rights under this Lease, or sublet the Premises, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of the City's interest therein and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Premises in violation of the foregoing, whether voluntary or involuntary, or by operation of law or otherwise, in addition to

being a default under this Lease, shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee or occupant.

(b) The consent by Lessor to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of the City under the terms of any covenant or obligation under this Lease or as a waiver or release of the non-assignability covenants in their future application, nor shall the collection or acceptance of Rent payments from any such assignee, transferee, subtenant or occupant constitute a waiver or release of the City from any covenant or obligation contained in this Lease, except if such consent specifically releases the City from any or all of its obligations hereunder. If this Lease is transferred or assigned, as aforesaid, or if the Premises, or any part thereof, be sublet or occupied by any person or entity other than the City, whether as a result of any act or omission by the City, or by operation of law, or otherwise, then Lessor may in addition to, and not in lieu of, any other rights and remedies under this Lease or pursuant to law to which Lessor may be entitled as a result thereof, collect Rent payments from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such transfer, assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained herein or the acceptance of the transferee, assignee, subtenant or occupant as tenant under this Lease, or release the City from the performance of the covenants required of it as set forth in this Lease.

(c) Without conferring any rights upon the City not otherwise provided in this Section, should the City desire to enter into any assignment, sublease or transfer of this Lease or the City's rights hereunder, the City shall request in writing Lessor's consent thereto at least ninety (90) days before the proposed effective date thereof, providing the following: (i) the full particulars of the proposed assignment, sublease or transfer, including its nature, effective date, terms and conditions and copies of any offers, draft agreements, subleases, letters of commitment or intent, and other documents pertaining to the proposed assignment, sublease or transfer; (ii) a description of the identity, net worth and previous business experience of the proposed assignee, subtenant or transferee including, without limitation, copies of the proposed assignee's, subtenant's or transferee's latest income, balance sheet and changes in financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed assignee, subtenant or transferee; and (iii) any further information and documentation relevant to the proposed assignment, sublease or transfer which Lessor shall request

after receipt of the City's request for consent including, without limitation, a written assumption agreement from the assignee or transferee. The City shall pay an administrative fee equal to Five Thousand and 00/100 Dollars (\$5,000.00) (the "Assignment Administrative Fee"). The Assignment Administrative Fee shall be payable by the City to Lessor together with the City's written request for Lessor's consent to the assignment, transfer or sublease and shall be non-refundable, whether or not Lessor grants or denies its consent. If such payment does not accompany the City's request, then Lessor shall have the right to treat the request as null and void and improperly delivered.

23. **EXAMINATION OF RECORDS**: The Lessor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessor involving matters directly related to this Lease, subject to the audit limitations set forth in Section 4(d)(i) herein.

24. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director, Division of Real Estate shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

25. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

26. **BINDING EFFECT**: This Lease, when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with Section 22 above.

27. **THIRD PARTIES:** This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

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, CO 80202

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

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

To Lessor: CA New Plan Villa Monaco, L.P.
c/o Brixmor Property Group
450 Lexington Avenue, 13th Floor
New York, NY 10017
Attn: Office of General Counsel
Phone: (212) 869-3000

With a copy to: CA New Plan Villa Monaco, L.P.
c/o Brixmor Property Group
40 Skokie Boulevard, Suite 600
Northbrook, IL 60062
Attn: Vice President of Legal Services
Phone: (847) 272-9800

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.

29. **REASONABLENESS OF CONSENT OR APPROVAL:** Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of any party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

30. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

31. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Lease shall be deemed or taken to be a waiver of any other default or breach.

32. **NO PERSONAL LIABILITY:**

(a) No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

(b) Notwithstanding anything contained in this Lease to the contrary, the City agrees that it shall look solely to the estate and property of Lessor in the land and building of which the Premises is a part, subject to prior rights of any mortgagee or trustee of the Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor and no other assets of Lessor shall be subject to levy, execution or other procedures for the satisfaction of the City's remedies. If

this Lease is executed on Lessor's behalf by a manager, a managing member or a managing agent, such party's execution hereof is for the sole purpose of evidencing Lessor's agreement to be bound by and to all of the terms, covenants and conditions contained herein. No such manager, managing member or managing agent shall be liable or obligated to the City under this Lease.

33. **CONFLICT OF INTEREST BY CITY OFFICER:** The City represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

34. **APPROPRIATION:** The obligations of the City pursuant to this Lease, if any, or any renewal or holdover shall extend only to monies appropriated for the purpose of this Lease by the City Council, paid into the City Treasury, and encumbered for the purposes of this Lease. Lessor acknowledges that (i) the City does not by this Lease irrevocably pledge present cash reserves for lease payments in future fiscal years; and (ii) this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any matters, except as required by the City's Revised Municipal Code.

35. **AUTHORITY TO EXECUTE:** The parties represent that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind each respective party.

36. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

37. **EXECUTION OF LEASE:** This Lease is expressly subject to, and shall not be or become binding on Lessor or the City until there is full execution by all signatories set forth below and approval by City Council. The City hereby waives and is estopped from asserting any

rights with respect to the Premises or against Lessor which may arise from any alleged oral agreement or oral lease; or any letter from Lessor or its attorneys sent prior to the execution and delivery hereof by Lessor as aforesaid; it being expressly understood and agreed that the City shall under no circumstances have any such rights until said execution and delivery hereof by Lessor.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Lessor consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

39. **RULES AND REGULATIONS:** The City agrees to abide by the rules and regulations of the Property, attached hereto and made a part hereof as Exhibit C. Lessor may, from time to time, amend or add to the rules and regulations for the use and care of the Premises, the buildings of which the Premises are a part, and the common areas, and the City agrees to comply with such amendments or additions immediately upon receipt of notice thereof, unless such amendments significantly impair the rights of the City hereunder..

40. **LESSOR AFFILIATES AND RELATED ENTITIES:**

Notwithstanding any reference in this agreement to an affiliate or related entity of Lessor or other similar term, during such time as Brixmor Property Group Inc. is the owner of the direct or indirect ownership interest of Lessor, all references to an affiliate or related entity of Lessor or other similar term shall only mean a company in which Brixmor Property Group Inc. owns an interest.

41. **FORCE MAJEURE:** Lessor shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes

beyond Lessor's control which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

42. **BROKERAGE COMMISSION**: Lessor and the City represent and warrant to the other that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease except as set forth in this Section and each party agrees to hold the other party harmless from all liabilities arising from any such claim by any broker or finder including, without limitation, the cost of counsel fees. The foregoing representation shall not apply with respect to Mr. Blake Larson of Legend Retail Group or Mr. Dennis McLin of McLin Commercial Realty. Lessor and the City acknowledge that the terms and conditions of the broker fee for Mr. Larson shall be established under a separate agreement, pursuant to which Lessor will be responsible for payment of all brokerage fees payable to Legend Retail Group. Lessor and the City acknowledge that the terms and conditions of the broker fee for Mr. McLin shall be established under a separate agreement, pursuant to which the City will be responsible for payment of all brokerage fees payable to McLin Commercial Realty.

43. **DEFAULT**:

Any one of the following shall be deemed to be an "Event of Default":

(a) Failure on the part of the City to make payment of Rent or any other monetary amount due under this Lease within ten (10) business days after receipt of written notice that same is past due.

(b) With respect to a non-monetary violation of this Lease, failure of the City to cure the same within thirty (30) days after Lessor has sent the City notice of such violation. The City shall be obligated to commence forthwith, to prosecute diligently and continuously, and to complete as soon as possible the curing of such violation; and if the City fails so to do, the same shall be deemed to be an Event of Default. However, in the event such violation may not be cured within a thirty (30) day time period, as long as the City commences cure of the violation and proceeds diligently,

such violation will not be considered an Event of Default.

(c) Excepting only those days on which the City is prevented from remaining open by virtue of strike, fire, unavoidable casualty or other event beyond the City's control, and in such event the City agrees promptly to advise Lessor of any such event and closing and further agrees to reopen as soon thereafter as possible, the City's failure to keep the Premises open as set forth below:

If the City shall close for business for more than ten (10) normal City business days during any Lease Year, or for more than thirty (30) normal City business days in the aggregate during the Lease Term, when required by this Lease to be open or in the event the City shall abandon or vacate the Premises. Lessor acknowledges that the City only has to open the Premises on days when a motor vehicle facility and other governmental offices are generally open, which does not include weekends or holidays.

44. **LESSOR'S REMEDIES:**

If an Event of Default occurs, in addition to any right Lessor may have at law or in equity including, without limitation, the right to seek injunctive relief against the City, Lessor may:

(a) Elect to re-enter or take possession of the Premises pursuant to legal proceedings or any notice provided for herein and may either terminate this Lease or, without terminating this Lease, (i) remove all persons and property from the Premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and (ii) make such alterations and repairs as may be necessary in order to re-let the Premises for a term, rental rate and conditions as Lessor, in its sole discretion, may deem advisable. Upon re-letting, rentals received by Lessor from such re-letting shall be applied first to the payment of any indebtedness other than Minimum Rent due hereunder from the City; second to the payment of any costs and expenses of such re-letting, including brokerage fees, reasonable attorneys' fees and costs of alterations and repairs; third to the payment of the most current Minimum Annual Rent owed at that time; and the residual, if any, shall be held by Lessor and applied in payment of future Minimum Rent as the same may become due and payable hereunder from the City. If such rentals received from such re-letting are less than that to be paid by the City, the City shall be liable for the

deficiency to Lessor. Any such deficiency shall be calculated and due monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof.

(b) Whether or not Lessor elects to re-enter or take possession of the Premises in accordance with subsection (a) above, Lessor may, at any time after the occurrence of an Event of Default, elect to terminate this Lease. Should Lessor elect to terminate this Lease then, in addition to any other remedies Lessor may have available to it, Lessor may recover from the City all damages incurred by reason of such breach, including the cost of recovering the Premises and the worth at the time of such termination of the excess, if any, of the amount of Minimum Annual Rent, Additional Rent and all other charges reserved in this Lease, payable over the remainder of the stated Lease Term, over the then-reasonable rental value of the Premises, all of which amounts shall be immediately due and payable from the City to Lessor as if by terms of this Lease it were payable in advance.

(c) The City shall be liable for any damages incurred by Lessor due to the City's breach of the terms of this Lease.

45. **LEGAL FEES:** If any legal fees are incurred by the parties to enforce the terms of this Lease, the prevailing party in a court of law shall be entitled to recover its reasonable cost and fees incurred. Such fees and costs shall be due and payable by the losing party upon entry of a judgment for attorneys' fees by the ruling court.

46. **ACCORD AND SATISFACTION:** No payment by the City or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Notwithstanding anything contained herein to the contrary, if the Rent payments are made to a "lock-box", the Lessor shall not

be bound by any endorsement or statement on any check or by any letter accompanying any check or payment as Rent made to such a "lock-box."

47. **ESTOPPEL**: The City shall, within twenty (20) days after request by Lessor, execute and deliver to Lessor a written declaration in form reasonably satisfactory to Lessor: (a) ratifying this Lease; (b) expressing the Commencement Date and Expiration Date hereof; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Lessor have been satisfied; (iii) that there are no defenses or offsets against the enforcement of this Lease by Lessor, or stating those claimed by the City; (iv) the amount of advance rental, if any, (or none if such is the case) paid by the City; (v) the date to which rental has been paid; and (vi) the amount of security deposited with Lessor. Such declarations shall be executed and delivered by the City, from time to time, as may be requested by Lessor. Lessor's mortgage lenders and/or purchasers shall be entitled to rely upon the same. Such declarations may be signed by the Director, Division of Real Estate on behalf of the City.

48. **MECHANIC'S LIEN**: The City shall promptly pay all contractors and materialmen, unless there is a bona fide dispute as to the work performed, so as to minimize the possibility of a lien attaching to the Premises and/or the Property. In accordance with Colorado statutes and City Ordinances, any project over \$50,000 will have a Performance and Payment bond provided by the contractor. Also, there is a procedure which allows the contractor, subcontractors and suppliers to make a claim against funds retained by the City as an alternative remedy to a mechanic's lien. The City represents that pursuant to Colorado law, a lien may not be filed for any work arising out of a City contract. However, should any such lien be made or filed, the City shall take appropriate steps to have the lien discharged within a reasonable period of time after notice of the lien is given to the City. In the event the City shall fail to bond or discharge a filed lien within the time provided for herein, Lessor, at its option, in addition to all other rights and remedies provided herein, may bond or pay the lien or claim without inquiring into the validity thereof, however, if it does not inquire into the validity thereof, Lessor may be responsible for any costs incurred by it. Upon prior notice to the City, Lessor or Lessor's representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep

posted thereon notices of non-responsibility, or such other notices which Lessor may deem to be proper for the protection of Lessor's interest in the Premises. The City shall, before the commencement of any work which might result in the filing of a mechanics' or materialmen's lien, give Lessor written notice of the City's intention to do so in sufficient time to enable the posting of such notices. The City shall be responsible for such lien claims arising out of its contractor's performance of work, however, the City shall have the right to contest any such claims.

49. **RECORDING:** The City agrees, upon request of Lessor, to execute for recording a short form memorandum of this Lease, which may be signed by the director, division of Real Estate on behalf of the City. Notwithstanding the foregoing, the City shall not record this Lease, or a memorandum thereof, without the prior written consent of Lessor. Any recording of this Lease shall be at the sole cost and expense of the party requesting recordation.

50. **UTILITIES; TRASH REMOVAL:**

(a) The City shall be solely responsible for and promptly pay all charges for trash and rubbish removal, heat, water, electricity, sewers or any other utility used or consumed in or for the Premises commencing from the Possession Date, including without limitation any charges incurred by Lessor for meter readings. Should Lessor elect to supply or to designate a supplier of the water, trash removal or any other utility used or consumed in the Premises, the City agrees to purchase and pay for the same as additional Rent at the then applicable rates charged by local suppliers to similar users. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Premises or for the character of such service. Where Lessor provides a service to a number of users, Lessor shall have the right to determine the charge to such users using the Pro Rata Share or by determining each portion based on usage estimates.

(b) At the time of the execution of this Lease, the Property and the Premises are receiving electric service from one or more suppliers ("Electric Service Provider"). Lessor shall have the right at any time, and from time to time, during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider.

(c) The City shall cooperate with Lessor, the Electric Service Provider, and any

Alternate Service Provider, at all times and shall allow Lessor, the Electric Service Provider, and any Alternate Service Provider, access to the electric lines, feeders, risers, wiring, and any other equipment or machinery within the Premises.

(d) Lessor shall in no way be liable or responsible for any loss, damage or expense that the City may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the electric energy furnished to the Premises, or if the quality or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for the City's requirements and no such change, failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle the City to any abatement or diminution of Rent, or relieve the City from any of its obligations under this Lease.

(e) The City shall pay the cost of removal of garbage or refuse from the Premises and if Lessor shall provide or designate a service for picking up refuse and garbage, then the City shall use same at the City's expense provided that such service is priced competitively.

[Signature Pages to Follow]

Contract Control Number:

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:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



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

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



By: _____
Name: Thomas W. Litzler
Title: Executive Vice President, President West Region

“LESSOR”

END - THIS LEASE IS COMPRISED OF ARTICLES I THROUGH XXII AND EXHIBITS A
THROUGH F



EXHIBITS

Exhibit A - Depiction of the Property

Exhibit B - Certificate of Insurance

Exhibit C - Rules and Regulations

Exhibit D - Sign Specifications

Exhibit E - Lessee Restrictions

Exhibit F - Tenant's Affidavits For Payment

Schedule 1 - Tenant's Affidavit of Payment of Debts and Claims

Schedule 2 - Tenant Contractor Affidavit

Schedule 3 - Tenant Contractor Final Waiver and Release of Lien

Schedule 4 - Subcontractor/Supplier Final Waiver and Release of Lien

EXHIBIT A: DEPICTION OF THE PROPERTY

It is understood and agreed that the site plan attached hereto is merely for the purpose of showing the a warranty, representation or agreement on the part of Lessor that the Property will be exactly as depicted therein or that tenants depicted therein (if any) are now in occupancy or will be in occupancy at any time during the Lease Term. The site plan is not final, is not to scale and is subject to change without notice to the City. Nothing contained therein shall be deemed to limit or restrict Lessor's right to change, alter or expand the Property, any buildings thereon, the land area, any improvements thereon, the parking areas, the common areas or any other part or parts thereof. The Property, all private roads and driveways, all buildings, all land areas, the common areas and parking areas and/or any part or parts thereof, all as the same may be provided from time to time, shall be deemed to be included in the Property.

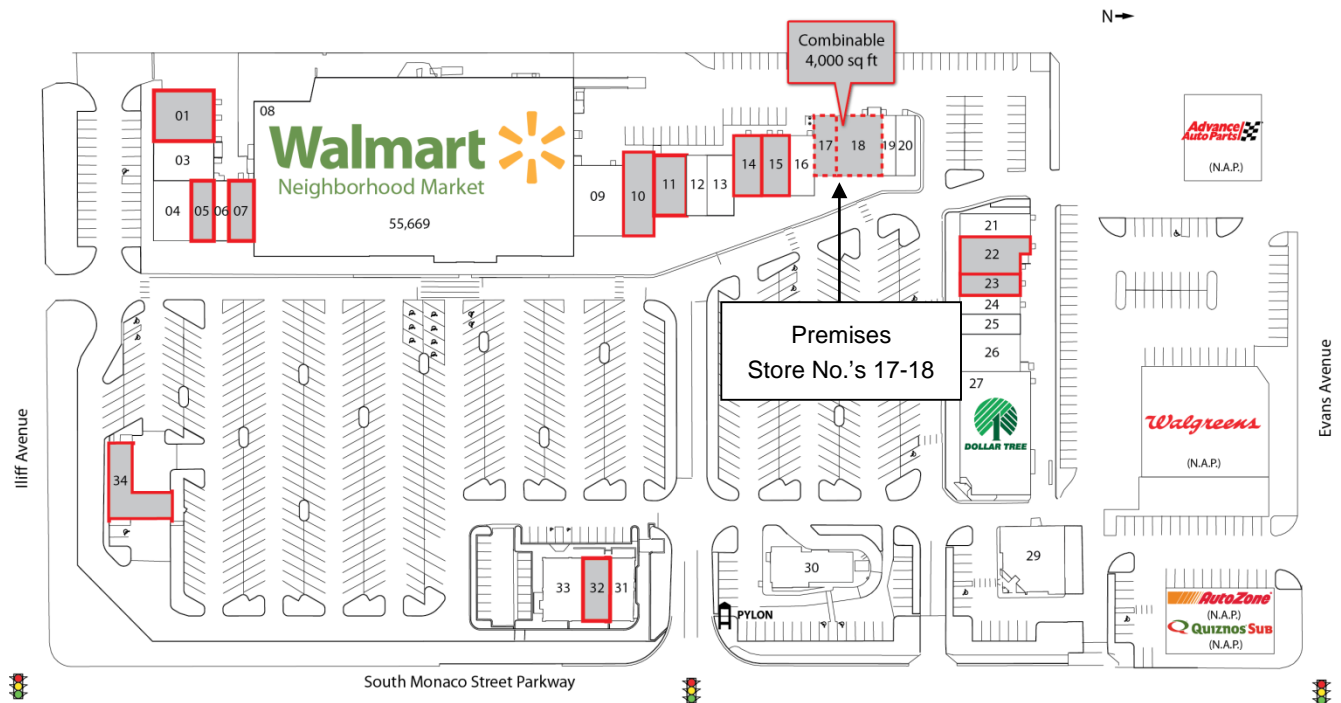


EXHIBIT B: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. (Elisangela N Barros@marsh.com) 99 HIGH STREET PH: (617) 395-0363 FAX: (617) 385-0344 BOSTON, MA 02110		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
NEWPL VILLA TENAN		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED BRIMOR PROPERTY GROUP, INC. 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10170		INSURER A : Federal Insurance Company		20281	
		INSURER B : National Union Fire Ins Co Pittsburgh PA		19445	
		INSURER C : XL Insurance America, Inc.		24554	
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-008299704-01 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		9947-59-68	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		7020-60-37 ""Comp/Collision Deductible:"" ""\$1,000 for vehicles under 50K"" ""3% of values for vehicles over 50""	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		012179140	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 50,000,000
C	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	X		US00027498LH5A	05/01/2015	05/01/2016	AGGREGATE \$ 50,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	(15)7174-94-81	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Villa Monaco, 2223 South Monaco Parkway, Denver, CO 80222. - Contract No -- FINAN-201521864

Named Insured Includes: CA New Plan Villa Monaco, L.P.

City and County of Denver, its elected and appointed officials, employees and volunteers is Additional Insured (liability) ATIMA, where required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

City and County of Denver
2223 South Monaco Parkway
Denver, CO 80222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Michael. P. Walsh *M Walsh*

AGENCY CUSTOMER ID: 712382

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED BRIMMOR PROPERTY GROUP, INC. 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10170	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Umbrella

National Union Fire Insurance Company of Pittsburgh, PA
012179140
05/01/15 - 05/01/16
\$25,000,000 OCC/AGG

XL Insurance America, Inc.
US00027498L115A
05/01/15 - 05/01/16
\$25,000,000 OCC/AGG

EXHIBIT C: RULES AND REGULATIONS

(a) All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only by way of the rear of the Premises, or at any other location designated by Lessor, and only at such times designated for such purpose by Lessor;

(b) Garbage and refuse shall be kept in the kind of container specified by Lessor and shall be placed at a location within the Premises designated by Lessor for collection at the times specified by Lessor. The City shall bear all costs of garbage and refuse removal;

(c) No radio, television, phonograph or other similar devices or dishes, antennas or aerials attached thereto (inside or outside) shall be installed without first obtaining in each instance Lessor's consent in writing and, if such consent be given, no such devices shall be used in a manner so as to be heard or seen outside of the Premises except as expressly permitted;

(d) The City shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;

(e) The outside areas immediately adjoining the Premises shall be kept clear and free from snow, ice, dirt and rubbish by the City, and the City shall not place, suffer, or permit any obstructions or merchandise in such areas;

(f) The City shall not use the public, parking or common areas in the Property for business purposes including, but not limited to, solicitation or the distribution or affixing of handbills;

(g) The City and its employees shall park their cars only in those portions of the parking areas, if any, designated for that purpose by Lessor;

(h) Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substance of any kind shall be thrown therein;

(i) The City shall use, at the City's cost, a pest extermination contractor at such intervals as Lessor may require (and in the event that the City fails to so exterminate as required by Lessor, Lessor shall have the right to exterminate the Premises at the City's sole cost and expense);

(j) The City shall not burn trash or garbage in and about the Premises or the Property;

(k) The City shall not place, suffer or permit displays or decorations or shopping carts on the sidewalk in front of the Premises or on or upon the common areas of the Property;

(l) The City agrees at all times to maintain the heating and air conditioning equipment in the Premises;

(m) The City shall store soiled or dirty linen only in approved fire rating organization containers;

(n) Except as provided in the Permitted Use provision, the City shall not conduct or permit to be conducted any sale by auction upon or from the Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding without the express written permission of Lessor, which may be withheld in Lessor's sole discretion. No auction, fire, bankruptcy, "going out of business" or other distress sale of any nature may be conducted on the Premises without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion; and

(o) The City shall keep the Premises and all areas in which it conducts business well lit so as to provide a safe and secure environment for its customers and shall abide by any lighting requirements suggested or required by any appropriate agencies or insurance companies including, without limitation, any banking regulations as to lighting of ATMs.

EXHIBIT D: SIGN SPECIFICATIONS

Every sign must be approved by Lessor and shall be furnished and installed by the City at the City's sole cost and expense. The only exterior signs which may be installed by the City on or in connection with the use of any building shall be limited to the name of the City on such building, and no portion will project in any fashion above the plane of the roof of such building, and not more than 12 inches from the face, the rear or the side of such building. Unless otherwise consented to by Lessor, the area within which the sign can be located is limited by the following: the sign shall consist of individual channel letters mounted on a raceway or on such other mounting system designated by Lessor, internally illuminated by neon or other means. Each letter shall be no larger than 3' unless otherwise approved by Lessor in writing and no sign width (meaning all letters, including the space between them) shall extend beyond 80% of the store front of the Premises. The letters can be in any type style, upper or lower case, can be in color, and may include Tenant's logo. No letter may protrude more than 8 inches from the face of the building. All signs will be UL approved. Prior approval by Lessor is required before any installation. The City will provide three "blue-lined" prints to Lessor for review. In no event shall Lessor's approval of any sign hereunder be deemed or construed as a warranty or guaranty by Lessor that such sign shall satisfy or be approved by any applicable governmental agency and the City acknowledges that the City shall be solely responsible at its own cost for obtaining required governmental approvals.

GENERAL SIGN RESTRICTIONS

1. No animated, flashing or audible signs shall be permitted.
2. No exposed lamps or tubing shall be permitted
3. All signs and their installation shall comply with all local building and electrical codes.
4. All conduit, cabinets, conductors, transformers and other equipment shall be concealed.
5. Painted lettering shall not be permitted.
6. Any damage to the sign band or roof deck caused by the installation or removal of the City's sign shall be repaired by the City at the City's sole cost and expense.

EXHIBIT E
LESSEE RESTRICTIONS

The City shall use and occupy the Premises strictly in accordance with the Permitted Use defined in the Lease. Additionally, but without limiting any other provision contained in the Lease, the Premises may not under any circumstance be used or occupied by the City or any subtenant, assignee or other occupant, for any of the following uses. In the event the City violates the provisions of this Exhibit, such shall constitute a material default hereunder and Lessor shall be entitled, if it so elects, in addition to any of the other rights or remedies listed for a default in the Lease, to institute and prosecute proceedings in any court of competent jurisdiction to obtain damages, to seek an injunction against the violation of the provisions of this Exhibit and/or to seek the immediate termination of the Lease.

1. The City's use and occupancy of the Premises shall be limited by and be subject to certain express restrictions and prohibitions deemed necessary to preserve the value, desirability, and family orientation of the Property and its tenants, without regard to whether the prohibited activities, services or merchandise are offered gratuitously or non-gratuitously, publicly or privately, materially or incidentally, as follows:

A bar, lounge, nightclub or discotheque or any use where the sale of alcoholic beverages by the drink exceeds forty percent (40%) of such occupant's total gross sales;

A place of public entertainment or recreation facility, including, without limitation, a bowling alley, theater, skating rink, billiard parlor, bingo parlor, off-track betting facility, gambling casino, gaming hall, gun range, computer game room or amusement center with arcade, pinball, video or electronic games;

An auditorium or similar place of general assembly;

A massage parlor or tattoo parlor;

A funeral home;

A training or educational facility including, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees, rather than retail customers;

The sale of drug paraphernalia except as may be permitted in a standard drug store;

The sale or display of pornographic material, as determined by community standards for the area in which the Property is located;

A flea market, second-hand store or pawn shop;

Any business or use which emits offensive odors, fumes, dust or vapor or constitutes a public or private nuisance, or emits loud noises or sounds which are objectionable to the Property customers, users or occupants, or which creates a fire, explosive or other hazard;

A manufacturing facility;

A warehouse, except warehousing incidental to the operation of the City's business at the Premises, or otherwise for the storage of goods or merchandise, other than such goods or merchandise offered for sale by the City at the Premises;

A car wash or for the use of storage, sale, display, repair, rental or servicing of cars, boats or other motorized vehicles or equipment;

A hotel or other lodging facilities;

A dry cleaner or other business that uses hazardous materials;

Any primarily non-retail use other than a financial institution, a real estate or insurance office, a medical or dental office, a loan office, a brokerage office, a financial planner's office or a tax preparation office;

Any use that violates any legal requirement and/or the requirements of the insurance underwriter(s) of the coverages on the Property;

Any fire, auction, bankruptcy, "going-out-of-business," "lost our lease," or other similar sale.

2. The City agrees that the value of the Premises and the reputation of Lessor will be seriously injured if the Premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. The City agrees that it will not bring or permit any obscene or pornographic material (including without limitation pornographic videotapes and movies) on the Premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the Premises, nor permit use of the Premises for nude modeling, rap sessions, or as a so-called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." The City agrees that if at any time it violates any of the provisions of this Section, such violation shall be deemed a significant breach of the terms of the Lease and objectionable conduct. Pornographic material is defined for purposes of this Section as any written, videotaped, videodisk, filmed, or pictorial matter with prurient appeal, or any objects or instruments that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in N.Y. Penal Law Section 235.00.

Notwithstanding the foregoing, if the City is permitted to sell or rent video tapes, then pornographic video tapes may be sold subject to the following restrictions, the careful observance of which by the City is a material inducement to Lessor to enter into the Lease:

- (i) They shall not be displayed in the store or in the store windows.
- (ii) They shall not be shown on any playback devices in the store or store windows.
- (iii) They shall not be mentioned in any way, directly or indirectly, on any signs within or without the Premises
- (iv) The name of the store shall not in any way allude to such materials nor shall such name contain the word "adult" or the letters "X", "NC-17" or any successor designation by the Motion Picture Association of America, or any other rating service.
- (v) Such sale must be permitted under the law by all authorities having jurisdiction.
- (vi) Video tapes of an adult nature shall be kept discreetly in a separate room in the rear of the store and not in an area for the general public, nor visible through any store windows or from the main (front) portion of the store.

3. In furtherance thereof, the City agrees that no sublease, assignment, concession or license agreement will be entered into by the City with any party whose operation would or could include any of the restricted or prohibited activities listed above, or whose activities or merchandise would be generally defined by the community as being pornographic, sexually graphic or sexually explicit.

EXHIBIT F
SCHEDULE 1



Denver Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

Certificate of Contract Release
(SAMPLE)

Date

Name
Company
Street
City/State/Zip

RE: Certificate of Contract Release for
«CONTRACT NO», «PROJECT NAME»

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, _____ dollars and _____ cents (\$ _____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full and this payment to be made is the last or final payment.

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.

EXHIBIT F
SCHEDULE 2



DENVER
THE MILE HIGH CITY

Department of Public Works

Engineering Division
Capital Projects Management - Dept. 506
Right-of-Way Services / Project Controls Office - Dept. 507
Traffic Engineering Services - Dept. 508
Policy and Planning - Dept. 509

201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

CERTIFICATE OF FINAL ACCEPTANCE

Contract Number: Contract Number
Project Name: Complete Project Name
Contractor: Contractor Name
Address: Contractor Address
Date: date

Your notification for final inspection of the above referenced project was received on date. The project was inspected by the Project Manager and include other appropriate persons on date and the work was determined to be completed in accordance with the Contract documents. Therefore, in accordance with General Contract Condition 2002 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, this Certificate of Final Acceptance is being issued, effective as of this date.

Items A through D, listed in section 2003 of the Standard Specifications for Construction, General Contract Conditions, and 2011 Edition have now been furnished. All change orders have been executed at this time.

Per General Contract Condition 1801, the warranty/guarantee periods start, effective as of substantial completion date.

If required, you must satisfactorily complete the one-year maintenance period before final settlement can be made.

Contractor

Lesley B. Thomas, City Engineer,
Deputy Manager of Public Works

cc: L. Thomas, City Engineering
Assistant Director, Dept.
Engineering Supervisor, Dept.
Project Manager, CPM
Project Manager, Dept. (if diff than CPM)

Prevailing Wage Office - audpwpayrequest@denvergov.org
Division of Small Business Opportunity - dsbo@denvergov.org
Project Controls Office - Denver.pco@denvergov.org
Public Works Contract Office - pw.contracts@denvergov.org
File, Certificate of Final Acceptance

Reviewed by: Director _____, Group Supervisor _____, Project Manager _____



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

EXHIBIT F
SCHEDULE 3



DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Division
201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: _____ Date
Contract No.: _____ Number
Project Name: _____ Entire Project Name
Contractor: _____ Name of Contractor
Address: _____ Contractor's Address

Your Notification of Substantial Completion for the above referenced project was received on date. The project was inspected by the Project Manager and include other appropriate person on date and was determined to be substantially complete in accordance with General Contract Condition 1902 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition.

Per General Contract Condition 1903, attached is the punch list of items to be repaired or replaced and assignment of responsibilities for security, maintenance, property insurance premiums, and damage to the work until Final Acceptance is issued by the City.

We are issuing this Certificate and establishing the Date of Substantial Completion as of date and the time period to complete the punch list work as written number (number) Calendar Days from the date of this Certificate.

The project was completed within the contract time therefore no liquidated damages are due.

Contractor

Lesley B. Thomas, City Engineer
Deputy Manager of Public Works

cc: L. Thomas, City Engineering
Assistant Director, Dept.
Engineering Supervisor, Dept.
Project Manager, CPM
Project Manager, Dept. (if diff than CPM)

Prevailing Wage Office – andpwpayrequest@denvergov.org
Division of Small Business Opportunity – dsbo@denvergov.org
Project Controls Office – Denver.pco@denvergov.org
Public Works Contract Office – pw.contracts@denvergov.org
File, Certificate of Substantial Completion

Reviewed by: Director _____, Group Supervisor _____, Project Manager _____



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

EXHIBIT F
SCHEDULE 4

DEPARTMENT OF PUBLIC WORKS
Engineering Division

FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)

(PROJECT NO. and NAME)

(NAME OF CONTRACTOR)

(NAME OF SUBCONTRACTOR/SUPPLIER)

Check Applicable Box:
 MBE WBE DBE SBE

Date: _____, 20____.

Subcontract #: _____

Subcontract Value: \$ _____

Last Progress Payment: \$ _____

Date: _____

Total Paid to Date: \$ _____

Date of Last Work: _____

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

In consideration of \$_____ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this _____ day of _____, 20____, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO) ss
CITY OF _____)

(Name of Subcontractor)

Signed and sworn before me this
day of _____, 20____.

By: _____

Notary Public/Commissioner of Oaths
My Commission Expires

Title: _____