

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (“City”), and **REGENTS OF THE UNIVERSITY OF COLORADO**, a body corporate and a State-supported institution of higher education, for and on behalf of **THE UNIVERSITY OF COLORADO DENVER L ANSCHUTZ MEDICAL CAMPUS**, whose address is 1380 Lawrence Street Denver, Colorado 80204 (“Tenant”). The City and Tenant shall each be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City is the owner of the Denver Performing Arts Complex (“DPAC”), including but not limited to Space 2C at 1315 Curtis Street, Denver, Colorado (the “Leased Premises”); and

WHEREAS, the Tenant’s authority to enter into this Lease exists in the law of the State of Colorado, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; required approvals, clearance and coordination have been accomplished from and with appropriate State of Colorado agencies; and

WHEREAS, Tenant is desirous of leasing the Leased Premises from the City; and

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

1. **CONTINGENCIES**: None.
2. **LEASED PREMISES**: Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Tenant and the Tenant does hereby lease from the City those certain premises defined as the “Leased Premises” located at Space 2C at 1315 Curtis Street, Denver, Colorado 80203, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein, containing building space of approximately one thousand six hundred fifty (1,650) square feet. The depiction contained on Exhibit A may be modified upon the written authorization of the City’s Director of Real Estate (the “Director”) to correct minor, technical errors.

3. **TERM**: The term of this Lease shall begin on February 1, 2018 or the date the Tenant’s Controller approves the Lease (the “Delivery Date”), and it shall terminate on January

31, 2023 (the “Term”). Notwithstanding the forgoing, Tenant may terminate the Lease with sixty (60) days written notice to the City, with or without cause, and the City may terminate the Lease with sixty (60) days written notice to Tenant, with or without cause.

4. **RENT:** Rent shall be paid by Tenant annually to the City on the first business day of each February, or to another party as otherwise specified by the City to receive Rents on its behalf. Should the City specify another party to receive Rents, Tenant will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Tenant is allowed time sufficient to deliver Rents on or before the due date. Rent payable annually by Tenant shall be **\$1.00/year**. Rent should be payable to Manager of Finance and delivered to:

Shames-Makovsky Property Management
1400 Glenarm Place, Suite 100
Denver, CO 80202

In addition to the foregoing, at such time that the City Assessor assesses a Possessory Interest or other related tax to the Leased Premises, Tenant shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Tenant's operations, occupancy, or conduct of business at the Leased Premises, resulting from Tenant's occupation or subletting of the Leased Premises, or upon Tenant's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes include any Possessory Interest taxes resulting from this Lease or a sublease of the Leased Premises.

5. **TENANT'S TAX EXEMPT STATUS:** The Parties acknowledge CRS §39-3-124(1)(b), effective January 1, 2009, exempts the Leased Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively “Taxes”) while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Leased Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date of the Term or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

6. **USE:** The Leased Premises are to be used and occupied by Tenant solely as part of the CU Next Stage Collaborative, and for no other purpose, unless the Director agrees in writing to another use, which consent shall not be unreasonably withheld. The Tenant shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter, ordinances or Executive Orders of the City and County of Denver. The Tenant shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Tenant shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

7. **“AS IS” CONDITION:** Tenant acknowledges that it has occupied the Leased Premises of the building in which the Leased Premises exists. Therefore, Tenant has operated and is familiar with the Leased Premises and its current condition. The Leased Premises is accepted by Tenant in an “AS IS, WHERE IS” condition, with all faults and defects. No additional work will be performed by the City and Tenant hereby accepts the Leased Premises in its as-is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

8. **QUIET ENJOYMENT:** Tenant shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Tenant pays the rental herein recited and performs all of Tenant's covenants and agreements herein contained.

9. **PREMISES/CONSTRUCTION:**

(a) **By City:** Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the Term of this Lease, except repairs as are necessary for normal maintenance operations of the Leased Premises, including exterior, foundation, and structural soundness.

(b) **By Tenant:** Tenant shall not undertake construction or improvements of any kind within the Leased Premises. In the event the Tenant desires to undertake construction or improvements of any kind to the Leased Premises, the Parties shall amend this Lease in writing, in accordance with the requirements of Section 23 hereof.

10. **ENTRY BY CITY:** Tenant shall permit representatives of the City to enter into and upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact Tenant and if the City is unable to contact Tenant and the emergency is imminent, in the City's sole discretion, the City may enter into and upon the Leased Premises without notice, and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof. City shall not cause unreasonable interference in the normal course of Tenant's business and Tenant or an authorized employee or agent shall have the right to accompany the City during its inspections.

11. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Tenant shall deliver the Leased Premises, including the Tenant Improvements performed by Tenant pursuant to Section 8 of this Lease, to the City in good condition, ordinary wear and tear excepted. Notwithstanding anything to the contrary contained in this Lease, upon the expiration or earlier termination of this Lease, Tenant shall be permitted to remove any and all equipment, signs and related trade fixtures, so as to completely de-identify the Leased Premises. Tenant shall remove all of Tenant's movable furniture and other effects at least ten (10) days prior to the end of the Term. All moveable furniture and other effects that are not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Tenant or any other person, and without obligation to account therefor, and Tenant shall pay the City all reasonable expenses incurred in connection with removal of such property. Tenant's obligation to observe or perform this covenant shall survive the termination of this Lease.

12. **UTILITIES, JANITORIAL SERVICE AND MAINTENANCE EXPENSE:**

(a) **City's Responsibilities.** Subject to the billing and payment provisions contained subparagraph 11(b) below, the City shall provide the following utilities, for the Leased Premises, as may be reasonable and necessary for normal intended use of Leased Premises: water, sewer, electricity, or other utilities or services, including janitorial and trash hauling, allocable to the Leased Premises. Further, City shall, at its expense, maintain the building's structure and exterior, including snow and ice removal.

(b) **Tenant's Responsibilities.**

(i) Tenant shall be responsible for arranging for, and paying all deposits, fees and charges associated with telephone and other communication services to the Leased Premises.

(ii) The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

(iii) The Tenant shall maintain the interior non-structural portions of the Leased Premises, including electrical, plumbing, mechanical systems, including HVAC, and casualty damage, and make all repairs to interior and storefront windows and doors. Additionally, the Tenant shall maintain any non-structural portions of exterior patio space for which it has obtained and complies with all required permits and/or licenses and is actively in use by Tenant, its employees and customers.

13. **COLORADO GOVERNMENTAL IMMUNITY**: It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Lease will be construed as: (i) an express or implied waiver by either Party of their respective governmental immunity; (ii) an express or implied acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.; (iii) a pledge of the full faith and credit of either Party; or (iv) the assumption by either Party of a debt, agreement, or liability of the other Party in violation of Article XI, Section 1 of the Constitution of Colorado.

Except as otherwise provided in this Lease, each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent allowed by law.

14. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. Likewise, Tenant shall not be liable or responsible to City for any loss or damage to the Leased Premises occasioned by theft, vandalism, fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity. In the event of a fire or other casualty in or to the Leased Premises, Tenant shall immediately give notice thereof to City. If the Leased Premises are rendered untenable or unfit for Tenant's purposes by fire or other casualty, this Lease will immediately

terminate and no rent shall accrue from the date of such fire or casualty. In case of partial destruction of the Leased Premises by fire, or other casualty, the City at its discretion may repair the Leased Premises with reasonable dispatch after notice of said partial destruction. If the Leased Premises are made untenable by fire, the elements, or other casualty, or if the building in which the Leased Premises are located is partially destroyed to the point where City, within a reasonable time, decides not to rebuild or repair the Leased Premises, then this Lease shall terminate and any Rent shall be prorated and payable only up until the time of the partial or full destruction of the Leased Premises.

15. **HAZARDOUS SUBSTANCES:** Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Tenant, Tenant's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Tenant, Tenant shall be responsible at its sole expense for any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term and arising as a result of those actions or inactions by Tenant, including, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, to the extent permitted by law. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Tenant shall first obtain City's approval for any such remedial action. 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 and any extensions of the Term of this Lease, Tenant shall remain in possession of the Leased Premises or any part thereof, and continue 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 Tenant's occupancy, and at a rent equivalent to 100% of the then current monthly installment of rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Tenant upon thirty (30) days' notice.

17. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Tenant, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination; (iii) the balance of the Rent for the remainder of the Term less any Rents the City receives for the Leased Premises for said period; (iv) damages for the wrongful withholding of the Leased Premises by Tenant; (v) unpaid taxes or assessments and (vi) any other sum of money in damages owed by Tenant to City as a result of its use and occupancy of the Leased Premises.

(b) Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such default to the Tenant and provide fifteen (15) days from the date of such notice to cure the noted default.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Lease, the Tenant 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 identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **INSURANCE:**

(a) Tenant shall provide insurance on its inventory, equipment, betterments and all other personal property located on the Leased Premises. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. The Tenant, pursuant to C.R.S. 24-30-1501, et seq., C.R.S. 24-10-116 and C.R.S. 24-10-101, warrants and represents that it self-insures for general liability, automobile liability, workers' compensation, and employers' liability. The Tenant agrees that, when applicable, its self-insurance program shall provide coverage in accordance with the limits of the Colorado Governmental Immunity Act. The Colorado Governmental Immunity Act currently provides that the maximum amount that may be recovered against a public entity or public employee shall be (a) \$150,000.00 for any injury to one person in a single occurrence, and (b) \$600,000.00 for any injury to two or more persons in a single occurrence, except in such instance no person may recover in excess of \$150,000.00. Further, the Tenant is subject to the provisions of §§ 8-40-101 et seq. C.R.S., which provides for coverage under the Colorado Workers' Compensation Act, for all employees of the Tenant. Tenant shall maintain All-Risk Form Property Insurance on a replacement cost basis. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy. The City and County of Denver shall be named Loss Payee as its interest may appear.

(b) City and City's contractors shall carry and maintain the following commercial insurance coverage, or self-insure, with respect to the Leased Premises during the Lease term:

(i) Commercial General Liability Insurance covering operations by, or on behalf of, City on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

(ii) Property Insurance covering the Building, including the Leased Premises, its equipment, and City's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The policy shall also include a rental income extension.

(iii) Workers' Compensation Coverage for employees of City as required by

law and employer's liability insurance.

City, as a Colorado Governmental Entity, shall have the right to self-insure for Commercial General Liability and Workers' Compensation, as approved by Colorado Law. A Self Insured Letter shall replace a certificate of insurance as evidence of such self insurance coverage. If a commercial insurance policy is purchased, or in the case of sub-contractors, all policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to City and City shall forward such notice to the State within seven days of City's receipt of such notice. City shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

20. **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.

21. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Tenant shall not assign or transfer its rights under this Lease, or sublet the Leased Premises without first obtaining the written consent of the Director, whose consent will not be unreasonably withheld.

22. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Tenant, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

23. **EXAMINATION OF RECORDS:** The Tenant agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under

With a copy to:

Director and Curator, Emmanuel Art Gallery
University of Colorado Denver
Campus Box 162, P.O. Box 173364
Denver, CO 80217
Attn: Jeff Lambson
Email: Jeff.Lambson@ucdenver.edu

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 hand-delivered to the Party.

29. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein and Exhibits hereto 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.

30. **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 or 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 the Lease shall be deemed or taken to be a waiver of any other default or breach.

31. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Tenant 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.

32. **CONFLICT OF INTEREST:**

a. No employee of the City shall have any personal or beneficial interest in this Lease. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

The Tenant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Lease. The Tenant represents that it has disclosed any and all

current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Tenant by placing the Tenant's own interests, or the interests of any party with whom the Tenant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Lease if it determines a conflict exists, after it has given the Tenant written notice describing the conflict.

33. **APPROPRIATION**: All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

34. **AUTHORITY TO EXECUTE**: Tenant represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Tenant.

35. **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.

36. **ADA COMPLIANCE**: The Tenant shall not cause or permit any violation of the Americans with Disabilities Act or related federal, state or local law ("ADA") to occur on or about the Leased Premises by the Tenant or its employees agents, contractors or invitees.

37. **COMPLIANCE WITH LAWS**: The Tenant shall comply with and abide by all Applicable Law, defined below, in connection with this Lease. The Tenant shall use reasonable efforts to ensure that all employees, agents, contractors, invitees, and other parties allowed by the Tenant to enter the Leased Premises to comply with and abide by all Applicable Law. The City shall not be required to take any action which is inconsistent with Applicable Law. "Applicable Law" shall mean any federal, state, or local law, governmental rule, regulation or ordinance, or judicial order or decree, including without limitation the Denver Charter; Denver Revised Municipal Code; rules, regulations, and policies of the City departments and agencies; and executive orders of the City's Mayor, as the same may be amended from time to time.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Tenant 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. **ADDITIONAL PROVISIONS:**

(a) **State Fiscal Funding:**

(i) As prescribed by State of Colorado Fiscal Rules, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate at the end of the then current fiscal year, with no penalty or additional cost to Tenant. Tenant shall notify City of such non-allocation of funds by sending written notice thereof to City forty-five (45) days prior to the effective date of termination.

(ii) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor City on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

(b) **Federal Funding:** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of

Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to City.

(c) Colorado State Special Provisions:

(i) Controller's Approval. CRS §24-30-202(1).

This Lease shall not be valid until it has been approved by the Colorado State Controller or designee. This Lease shall not be or become effective or binding until it has been fully executed by all signatories of City and the Tenant.

(ii) Fund Availability. CRS §24-30-202(5.5).

Financial obligations of the Tenant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(iii) Tenant Employee Financial Interest. CRS §24-18-201 and CRS §24-50-507.

The Tenant signatories aver that to their knowledge, no Tenant employee has any personal or beneficial interest whatsoever in the service or property described herein.

(d) Consent: Unless otherwise specifically provided, whenever consent or approval of City or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

(e) Conveyance of the Leased Premises, Assumption of Lease, Attornment and Non-Disturbance:

(i) If City assigns this Lease or if the Leased Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within thirty (30) days of the Assignment of the Lease, City shall provide Tenant notice in a form substantially in conformity with that described in **Exhibit B**. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Leased Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure (the "New Landlord")), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(ii) If City fails to provide Tenant the notice of Assignment provided for in the

preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide City written notice of the New Landlord's claim at the address provided for in Section 28. If City does not contest the New Landlord's claim in writing to Tenant within thirty (30) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and City shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(iii) The New Landlord's title, right and interest in the Leased Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Leased Premises and Tenant shall recognize the New Landlord as landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the City. All payments previously made by Tenant to the City and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

(f) Collocation: If the State builds, leases, or otherwise acquires a building for the purpose of collocating State agencies in one area, or designates an existing State-owned building for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to the termination date. Tenant shall not be liable to further perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

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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 _____



IN WITNESS WHEREOF, the Parties hereto have executed this Lease

LANDLORD

By: _____
Authorized Signatory

Name (Print) Title (Print)

TENANT

Regents of the University of Colorado, a body corporate and State-supported institution of higher education, for and on behalf of the University of Colorado Denver

By: _____
Jennifer Sobanet
Vice Chancellor
Date: 5-7-18

REAL ESTATE PROGRAMS

STATE OF COLORADO
John W. Hickenlooper, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, For the Executive Director

By: _____
Date: 05/08/2018

ALL CONTRACTS MUST BE APPROVED BY THE UNIVERSITY CONTROLLER:

This contract is not valid until the University Controller, or such assistant as may be delegated, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the University of Colorado may not be obligated to pay for the goods and/or services provided.

**ASSISTANT VICE PRESIDENT/UNIVERSITY CONTROLLER
ROBERT C. KUEHLER**

By: _____
Amy Gannon
Associate Vice Chancellor for Financial Services and Controller or Delegate
Date: 5/8/18

LEGAL REVIEW

DEPARTMENT OF LAW
Cynthia Coffman, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

By: _____
Date: 4-20-18



EXHIBIT A
The Leased Premises

Parking Garage

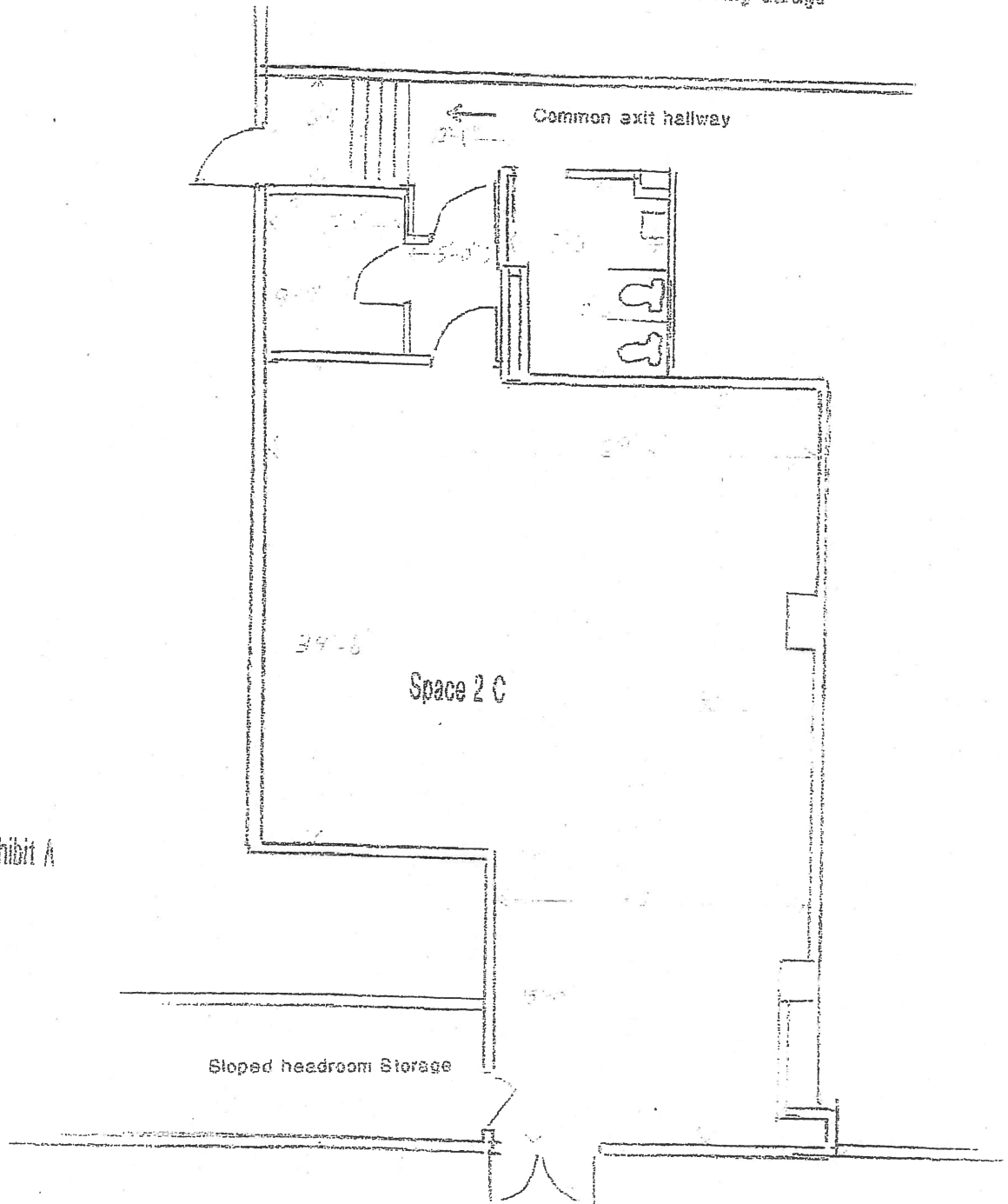


Exhibit A

Galleria

14th Street



EXHIBIT B

**NOTICE OF ASSIGNMENT OF LEASE
ASSUMPTION OF LEASE BY NEW LANDLORD**

Date: _____

_____, Tenant [Tenant]
[Tenant's Address for Notice
(See Art. 13 of Lease)]

Re: Lease for: _____, dated [Lease Address
(See Art. 1 of Lease]
_____, Landlord [Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on _____
[date], the Lease was assigned to:

_____ [Name/Address of New Landlord], the "New Landlord."

The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: ___
Assignment and Assumption of Lease; ___ Deed _____ [Type of Deed]; ___ Other [Specify] _____
_____; dated, which document is attached and made part hereof.

Tenant's rental obligations after _____ (date) should be paid to the New Landlord at:

The signatory below affirms the information provided in this Notice is true and acknowledges the New
Landlord has assumed the obligations of Landlord under the Lease.

By: _____
LANDLORD

By: _____
NEW LANDLORD

Enclosures