

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease” or this “Agreement”) is made and entered into as of _____, 2023 (“**Commencement Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the "City" or “Lessee”), and **BOP Republic Plaza I LLC** a Delaware limited liability company whose address is 370 17th Street, Suite 3700, Denver, Colorado 80202 (the "Lessor").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain property located at 370 17th Street Denver, Colorado 80202 and

WHEREAS, the Lessor is desirous of leasing said property to City to Lease office space as set forth in this Lease;

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

1. **LEASED PREMISES**: Subject to the terms of this Lease (hereinafter referred to as “Lease”), the Lessor agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the Lessor those certain premises (the “Premises” or "Leased Premises") in the building located at 370 17th Street Denver, Colorado 80202 (the “Building”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Director of Real Estate to correct minor, technical errors.

2. **TERM**: The term of this Lease (the “Term”) shall begin on the Commencement Date and terminate on the last day of the One Hundred and Fifty-Sixth Month (156 months) after the Rent Commencement Date (“Expiration Date”), unless mutually extended by the parties or sooner terminated pursuant to the terms of this Lease. The “Rent Commencement Date” shall be the date the Lessor has obtained the final “sign off” for the Lessor Improvements from the City of Denver Community Planning and Development Department per the terms of Section 3 below.

3. **EARLY ACCESS**: Provided it does not interfere with Lessor’s Turnkey Work as defined in **Exhibit C**, City will be permitted to enter the Building and Premises forty-five (45) days prior to the Rent Commencement Date, subject to General Contractor’s approval to ensure

City's early access for installations that do not interfere with code allowed material prior to permit building department sign off or interference with construction activities for the purpose of installing its computer systems, telephone equipment, cabling, furniture, fixtures and special equipment. All such work will comply with all governmental rules and regulations and will be coordinated with Lessor and Lessor's contractor. City will not be charged for the use of elevators, bathrooms or electrical consumption during construction or move-in, nor shall City be charged Rent during the Early Access period. City will be able to install cabling and modular systems and furniture prior to "Sign-Off" by the City of Denver Planning Department.

4. **EXTENSION TERM:** City shall have two (2) options to extend the Term of this Agreement for five (5) additional years each (each an "Extension Term") at the then prevailing market rate. City may exercise the right by providing written notice to Lessor between twelve (12) and eighteen (18) months prior to the expiration of the Agreement. Terms and conditions shall be at the market rate and subject to appropriation. Fair market rate shall be the market value for space in buildings of comparable age, size, type, quality, location, and location of Premises within the Building. If the parties cannot agree on a fair market rate within thirty (30) days, the City can rescind its option to extend the Agreement, or the parties can submit to non-binding arbitration; provided, however, if the parties submit to non-binding arbitration and do not reach agreement on the fair market rental within four (4) months after the end of the foregoing 30-day period, the option to extend shall terminate and the Term shall expire at the end of the then current Term. If an agreement is reached in non-binding Arbitration, parties will enter into an Amendment, subject to approval by City Council, memorializing an Extension Term.

5. **BASE RENT; LESSEE REPAIR AND MAINTENANCE OBLIGATIONS; UTILITIES:**

(a) The City shall pay to Lessor a base rent ("Base Rent") for the Leased Premises for the Term of this Lease, in advance and without demand, offset, or reduction starting on the Rent Commencement Date and thereafter on the first day of each subsequent calendar month throughout the Term until the Expiration Date. All sums, other than the Base Rent, payable by City to Lessor under this lease are considered "Additional Rent". If the Rent Commencement Date is a date other than the first (1st) day of a calendar month, then City shall be required to pay only a pro rata share of Base Rental and Additional Rent due for such partial month. City shall be responsible for any

and all local or state taxes including, without limitation, any sales tax assessed upon such Base Rent. Each payment shall be made via electronic fund transfer into Lessor's designated account, or to such other address as the Lessor may designate from time to time. Base Rent shall be payable by City to Lessor in monthly installments. The first twelve (12) months following the Rent Commencement Date ("Abatement Period") shall be free of Base Rental and Tenant's share of Occupancy Costs, and thereafter the Base Rent shall be \$24.00 per Rentable Square Foot ("RSF") of the Premises for months 13 through 24 with 2.5% annual increase every 12 months throughout the Term of this Lease commencing in the 25th month from the Rent Commencement Date, as example months 25 through 36 the annual rental shall be \$24.60 per RSF.

(b) The City shall be responsible, at its sole cost and expense, to repair, replace and maintain in good condition all portions of the Leased Premises including those items described as the responsibility of the City shown in **Exhibit B.**

(c) City shall pay directly to Lessor the costs of all utilities and services supplied to the Leased Premises, together with any taxes thereon. Failure to any extent to furnish or any stoppage of said utilities and services resulting from any cause shall not render Lessor liable for any damages to either person, property, or business, nor be construed as an eviction of City, nor entitle City to any abatement of Base Rent or relieve City from fulfillment of any covenant or agreement contained herein.

6. **OPERATING EXPENSES.**

(a) In addition to the triple net Base Rental rate, commencing at the end of the Abatement Period, City shall pay their pro rata share of Building operating costs and real estate taxes ("Occupancy Costs"). The 2023 estimate for Occupancy Costs is \$15.68 per RSF. Consistency shall be used with all methods in calculating Occupancy Costs, which are to be adjusted to reflect a fully occupied and assessed Building. Generally accepted accounting principles shall be applied as such principles are generally applied in the real estate industry in calculating real estate taxes and operating expenses. Lessor shall provide a 5% per annum cumulative cap on Lessor's pro rata share of Controllable Occupancy Costs (as hereafter defined). "Controllable Occupancy Costs" are defined as all operating expenses other than real estate taxes, insurance, snow removal, utilities, union wage increases, and any increases caused by government regulations. In the event Tenant applies for and obtains a tax exemption for the Premises, and so

long as the Premises are therefore rendered exempt from real estate taxes and Landlord receives an abatement or reduction of real estate taxes from the City and County of Denver assessor in an amount sufficient to cover Tenant's pro rata share of real estate taxes, real estate taxes will be excluded from the computation of Tenant's pro rata share of Occupancy Costs.

(b) City shall have the right to dispute the Building Occupancy Costs, by providing Lessor written notice of such dispute within ninety (90) days after receipt of Lessor's annual Occupancy Costs statement. Lessor shall submit such dispute to a national or regional accounting firm, reasonably acceptable to City, to verify the accuracy of the Occupancy Costs statement of such costs. If City's dispute provides that Lessor's calculation of Operating Costs or Real Estate Taxes for the calendar year under such inspection was not more than five percent (5%) of the actual amounts, City shall bear all costs of the expert making such a determination; or (ii) if Lessor's calculation was more than five percent (5%) of the actual amounts in the aggregate, then Lessor shall bear the costs of the expert making such determination. Any adjustment required to any previous payment made by City or Lessor by reason of any such decision shall be made within thirty (30) days after resolution of the amount. Such determination and information related thereto shall be maintained in a confidential manner, subject to applicable laws and regulations requiring disclosure. As used herein, each of operating expenses and operating costs means all costs and expenses incurred by Landlord to operate, maintain and manage the Building, including a management fee in an amount reasonably consistent with other comparable office buildings in the downtown Denver market, but in no event more than 3% of gross revenue for the Building.

7. **MAXIMUM CONTRACT AMOUNT:** Exclusive of any amounts due pursuant to the Extension Terms, and the expansion terms, the maximum contract amount for this Lease for the Term shall be FORTY-NINE MILLION NINE HUNDRED NINETEEN THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$49,919,154.66) ("Maximum Contract Amount"), which includes the Base Rent, Additional Rent, including without limitation Occupancy Costs, and, in the event of any annual increases in the Occupancy Costs, the City's Director of Real Estate is authorized to pay such increase in Occupancy Costs up to a maximum amount equal to ten percent (10%) of the annual Occupancy Costs for the Property for the prior year. Any increase in excess of such ten percent (10%) shall require an amendment to this Lease regardless of the Maximum Contract Amount. In the event that any such amendment is required,

the parties shall use good faith efforts to negotiate a commercially reasonable amendment. Assuming a 5% per year increase in Occupancy Costs, Rent and Occupancy Costs would be paid per the following chart:

Period	Ann Base Rent psf	Monthly Base Rent	Ann Occup Max psf	Monthly Occup Max
Yr 1	\$0.00	\$0.00	\$0.00	\$0.00
Yr 2	\$24.00	\$147,848.00	\$16.46	\$101,423.73
Yr 3	\$24.60	\$151,544.20	\$17.29	\$106,494.91
Yr 4	\$25.22	\$155,332.81	\$18.15	\$111,819.66
Yr 5	\$25.85	\$159,216.13	\$19.06	\$117,410.64
Yr 6	\$26.49	\$163,196.53	\$20.01	\$123,281.18
Yr 7	\$27.15	\$167,276.44	\$21.01	\$129,445.23
Yr 8	\$27.83	\$171,458.35	\$22.06	\$135,917.50
Yr 9	\$28.53	\$175,744.81	\$23.17	\$142,713.37
Yr 10	\$29.24	\$180,138.43	\$24.32	\$149,849.04
Yr 11	\$29.97	\$184,641.89	\$25.54	\$157,341.49
Yr 12	\$30.72	\$189,257.94	\$26.82	\$165,208.57
Yr 13	\$31.49	\$193,989.39	\$28.16	\$173,468.99

The foregoing schedule is provided as an example and is subject to adjustment based on the actual amount of Tenant’s pro rata share of Occupancy Costs as calculated pursuant to the provisions and limitation set forth herein.

8. **USE:** The Leased Premises are to be used and occupied by the City for any lawful purpose common to and suitable for modern Class A office buildings; provided, however, any use in the Premises that is other than general office use shall be subject to Lessor’s prior approval not be unreasonably withheld provided such use is, in Landlord’s reasonable determination, common and suitable for the Building. The City shall use the 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 or ordinances of the City and County of Denver.

9. **“AS IS” CONDITION:** The Leased Premises are accepted by the City in an “AS IS,” “WHERE IS” condition, with all faults and defects. The Lessor 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 other than the items described in **Exhibit C**. However, Lessor shall deliver the Premises in good working order and condition.

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

11. **BUILDING SYSTEMS, MAINTENANCE, SECURITY, JANITORIAL, PARKING SIGNAGE, AMENITIES, AND ROOF ACCESS/RIGHTS**: Each parties rights and obligations related to the Building are described in the attached **Exhibit B**. Minor and technical changes to **Exhibit B** that do not affect the term, base rent, or maximum contract amount may be conducted in writing between Lessor and the Director of Real Estate.

12. **LESSOR IMPROVEMENTS**:

(a) Lessor, at its sole cost and expense, shall provide the “Turn Key” items described in **Exhibit C** attached hereto. Any minor or technical amendments to the attached **Exhibit C** that do not affect the term, base rent, or maximum contract amount may be conducted in writing between the Lessor and the Director of Real Estate (“Lessor Improvements” or “Turnkey Work”). Lessor shall contract with Lessor’s general contractor for the completion of the Lessor Improvements. Lessee shall engage, at the Lessor’s sole cost and expense, a project and construction manager to oversee the construction process on Lessee’s behalf. Lessor’s project manager will cooperate with Lessee’s project manager to oversee the construction process. Lessor’s general contractor will competitively bid the Lessor Improvements with qualified sub-contractors. The City shall approve (or provide specific written comments regarding items not approved) plans and specifications as provided by the Lessor for the construction of the Premises within ten (10) business days of receipt. Any such approval shall not be unreasonably withheld, conditioned or delayed. There may be reasonable Building construction standards imposed on City other than those mandated by code. Lessor shall utilize mechanical and electrical engineers selected by Lessor. Lessor shall also utilize a structural engineer selected by Lessor, as required.

If performance or payment bonds are required by either Lessor or Lessor’s lender(s), such bonds shall be at Lessor’s expense and shall not be charged to the tenant improvement allowance or otherwise charged back to Lessee as an Occupancy Cost. Lessor will pay for the Lessor

Improvements directly to vendors as Landlord receives invoices. The Lessor shall provide all utilities during the construction of the at no cost to the City.

(b) Upon substantial completion of the Lessor Improvements, City and Lessor shall conduct a walkthrough of the Leased Premises and inspect the Lessor Improvements, using reasonable efforts to discover all uncompleted or defective work in the Lessor Improvements. City shall not take possession of the Leased Premises and the Rent Commencement Date shall not occur until the Lessor Improvements are substantially complete.

(c) The Lessor Improvements shall be deemed substantially complete when they are completed in accordance with this Lease and all applicable laws, except for minor details of construction, decoration and mechanical adjustments to be performed by Lessor, the noncompletion of which does not materially interfere with Lessee's use of the Leased Premises.

13. **SUBLEASE AND ASSIGNMENT**: Sublease or assignment by Lessee shall require the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Such consent or non-consent shall be given within ten (10) business days of City's delivery of written notice to Lessor of City's intent to sublease or assign. Lessor shall not have the right to prohibit City from offering lower lease rates than those charged by Lessor. Lessor may prohibit City from subleasing or assigning to the Building's existing tenants and subtenants in the Building, or to prospective tenants with whom Lessor has been actively negotiating, i.e., exchanging letters of intent, for space in the Building during the prior six (6) months. In addition, Lessor shall have no right of recapture of any subleased space that is subleased for less than the full Term of this Lease. Any Lessor right to recapture shall be limited to the actual RSF in which City is requesting Lessor consent to sublease and shall not apply to any sublease or transfer to an affiliate of the City. The City shall reimburse Lessor for any reasonable out of pocket expenses incurred by Lessor in reviewing any proposed sublease or assignment, including reasonable attorney's fees, not to exceed \$2,500.00 per sublease or assignment.

14. **SUBORDINATION AND NON-DISTURBANCE**: This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Landlord's Mortgage"). The City shall attorn to any party succeeding to

Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

Lessor shall deliver to City a subordination, non-disturbance and attornment agreement (“SNDA”), in the form attached hereto as Exhibit D, from the current mortgagees and the special servicer and lender, which form shall be subject to reasonable modifications by City. For avoidance of doubt, Lessor acknowledges that this Lease is contingent upon City receiving a SNDA; and, subject to delays caused by the City, this Lease shall terminate if Lessor does not provide an SNDA within ninety (90) days of lease execution. The Director of Real Estate for the City is authorized to sign the SNDA or similar SNDA’s in the future once finalized.

15. **RIGHT TO EXPAND**: Subject to existing encumbrances and prior leasing, including the rights of other tenants as of the date of this Lease, City shall have the option to expand into the vacant suites located on the 49th floor (approximately 11,362 RSF in Suites 4900 and 4930) upon the same terms and conditions of Lease for a period of eighteen (18) months after the Rent Commencement Date. City shall provide a minimum of six (6) months’ written notice to exercise Expansion Options. All Turnkey Work as described in **Exhibit C** shall be prorated accordingly. In the event Lessor leases suite 4900 or 4930, Suite 4150 comprised of 9,072 RSF shall be substituted for the expansion space herein. Upon final determination of the rent to be paid during the expansion period as hereinabove provided, Lessor and City shall enter into a lease amendment to reflect the same, which amendment shall be subject to prior approval by City Council.

16. **RIGHT OF FIRST OFFER**: Subject to existing encumbrances and the rights of other tenants as of the date of this Lease and if the City has not subleased more than 10% of its Premises, Lessor shall provide City a Right of First Offer on any space located on the 55th and 51st floors (“ROFO Space”).

Prior to Lessor leasing the ROFO Space, Lessor shall give Lessee written notice that such space is available and the terms upon which Lessor intends to lease such space and City shall have the opportunity to lease the part thereof offered for lease on the terms and conditions set forth in notice of offer (“Lessor’s First Notice”). City shall have the option, which may be exercised by written notice to Lessor at any time within thirty (30) calendar days from the receipt of the Lessor’s

notice, to agree to lease the portion of the building and improvements on the terms and conditions specified in the notice to City. If City fails to exercise its option within the 30-day period, Lessor shall have the right to lease the ROFO Space without further obligation under this Section.

17. **RIGHT OF FIRST REFUSAL**: Subject to existing encumbrances, City shall have a one-time Right of First Refusal on space within the Building as follows:

Subject to existing superior rights including the right of existing tenants to extend the term of their lease, pursuant to an extension option and City is not in default and provided City is not subleasing any portion of the Premises, for the Term of this Lease, City shall have one-time right of first refusal (“ROFR”) on any or all of the space located within Suites 4900, 4930, 4150, and on the 44th floor of the Building (the “ROFR Premises”) which ROFR shall be subject to the prior rights of any other tenant of the Building in existence as of the date of a lease executed by Lessor and City.

The terms for any ROFR Premises shall be pursuant to the terms contained in a bona-fide third party offer by and between Lessor and a prospective tenant for the subject ROFR Premises including, without limitation, the amount of space which Offer Space may or may not include additional space not located within the ROFR Premises (“Offer Space”) Lessor shall give City notice at such time Lessor is prepared to accept a bona fide third party offer for the ROFR Premises. The notice to City shall set forth the economic terms (including “base rent”, “tenant improvement allowance”, “moving allowances”, “free rent”, “options”, “lease commissions to tenant’s broker” and “term”) that Lessor is prepared to accept from a third-party tenant to lease the Offer Space (“ROFR Proposal”).

Within ten (10) business days following the date of Lessor’s ROFR Proposal, City shall notify Lessor of City’s exercise of the ROFR for the terms described in Lessor’s ROFR Proposal.

In the event City does not exercise its ROFR pursuant to the ROFR Proposal, Lessor shall have the right to enter into a lease with the third-party tenant upon substantially similar terms and conditions contained in the ROFR Proposal. In the event the economic terms are modified for the prospective third-party tenant and the final third party ROFR Proposal contains economic terms that are more than 10% favorable for the third-party tenant on a net effective basis to the ROFR Proposal, taking into consideration all economic terms, or if there are material changes to the non-

economic terms, then Lessor shall again offer the Offer Space upon the current terms of the third party lease and City shall have five (5) business days thereafter to accept or reject upon the then current terms. If Lessor has not leased the Offer Space within nine (9) months with such tenant following the date of Lessor's ROFR Proposal, then the Offer Space shall again be subject to City's ROFR.

If the City chooses to exercise its ROFR for Offer Space term during the last thirty-six (36) months of the Term, City shall be required to exercise its renewal Option and the Offer Space shall be conterminous with the Extension Term.

Upon City's exercise of a ROFR for the Offer Space as set forth in Lessor's ROFR Proposal, Lessor and City shall enter into a lease amendment to reflect the same, which amendment shall be subject to prior approval by City Council.

18. **ENTRY BY LESSOR:** Lessee shall permit Lessor to enter into and upon the Leased Premises at all reasonable hours, provided reasonable notice is given to Lessee and Lessor is escorted by an employee or agent of Lessee (except in the event of an emergency or to provide routine services such as janitorial services, in which event no notice or escort shall be required), to inspect the same, make any repairs deemed necessary by the Lessor and perform Lessor's other obligations under this Lease, and to show the Premises to potential lenders and purchasers and, during the final 12 months of the Term, to prospective tenants.

19. **CARE AND SURRENDER OF THE LEASED PREMISES:** City shall not be obligated to restore the Premises at the end of the Term except those items as specified by Lessor in the initial construction documents or alternative construction documents. Lessor shall notify City in writing upon construction documents review of any improvements required to be removed. If restoration is required, the City shall have the right to have Lessor's approved contractors perform the restoration at City's sole cost and expense. Notwithstanding the foregoing, City shall be obligated to remove and restore any new internal stairwells constructed as part of the improvements or alterations; provided, however, for certainty, in no event shall the City be required to remove or restore the stairwell existing in the Premises as of the date of this Lease.

20. **INDEMNITY:**

a. Lessor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims,

judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Lease, whether during the Lease Term or after, (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessor either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Lessor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Lessor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Lease shall in no way lessen or limit the liability of the Lessor under the terms of this indemnification obligation. The Lessor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement..

21. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessor for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. Lessor shall not be liable or responsible to the City for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity. If the

Leased Premises shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the Lessor elects to repair the same, this Lease shall continue in full force and effect. In the event such repairs cannot be made within 180 days, the City may elect to terminate this Lease upon notice to Lessor given within 30 days after Lessor notifies the City of the estimated time to repair and restore. In the event Lessor elects not to repair the Leased Premises or the City elects to terminate this Lease as provided above, then all rent owed up to the time of such destruction or termination shall be paid by the City and this Lease shall cease and come to an end.

22. **INTENTIONALLY OMITTED:**

23. **HOLDING OVER:** Subject to Lessor's consent, City shall have the right at the expiration of this Lease to holdover under tenancy from month to month at a rental rate of 125% of its then current Base Rent and Occupancy Costs. After three (3) months, or if the City does not obtain Lessor's consent, the rental rate will increase to 150% of its then current Base Rent and Occupancy Costs.

24. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the Lessor shall have all of the rights and remedies provided at law or in equity.

25. **TERMINATION:** The City may, at the discretion of the Director of Real Estate, terminate this Lease upon thirty (30) days written notice to the Lessor in the event the Lessor does not meet the obligations of Lessor set forth in this Lease and such failure continues beyond the applicable notice and cure period set forth herein. The Lessor shall be given the right to cure any deficiencies noted within thirty (30) days of notice from the City. If such cure is effected within the thirty (30) day period, or in the event the cure cannot be fully completed within thirty (30) days, and Lessor has started making good faith efforts to cure any violations and is diligently pursuing such cure, this Lease will not be terminated.

26. **NONDISCRIMINATION:** In connection with the performance of work under this Lease, Lessor may not refuse to hire, discharge, promote or demote, or 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, protective hairstyle, or disability. The Lessor shall insert the foregoing provision in all its contracts.

27. **LESSOR'S INSURANCE**

From the commencement of this Lease, and at all times throughout the Term, Lessor shall carry and maintain the following insurance policies. Lessor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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. 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. Lessor shall be responsible for the payment of any deductible or self-insured retention, subject to inclusion as an Operating Expense. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessor. The Lessor shall 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 Agreement.

(a) 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;

(b) Property Insurance: Lessor shall provide 100% replacement cost for the Building (other than Lessor's tenant improvements) and Lessor's personal property.

(c) 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. Lessor's coverage is to be primary and non-contributory with any coverage or self insurance maintained by the City. The City and County of Denver, its officers, officials and employees shall be included as additional insureds.

(d) Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for all coverages required;

(e) The certificates evidencing the existence of the above policy or policies, all in commercially reasonable form, are to be provided to the City within thirty (30) days of the execution of this Lease. 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 Agreement shall not act as a waiver of Lessor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

27.A LESSEE'S INSURANCE

From the commencement of this Lease, and at all times throughout the term, Lessee shall carry and maintain the following insurance policies. Lessee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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. Lessee 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. Lessee shall be responsible for the payment of any deductible or self-insured retention, subject to inclusion as an Operating Expense. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessee. The Lessee shall 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 Agreement.

(a) **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;

(b) **Property Insurance:** Lessee shall provide 100% replacement cost for Lessor Improvements and Lessee's personal property.

(c) **Commercial General Liability:** Lessee shall maintain a Commercial General

Liability insurance policy with limits of \$5,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$5,000,000 policy aggregate. Lessor accepts Lessee's self-insurance in place of a commercially purchased policy. If at any time during the term of the lease Lessee purchases a Commercial General Liability insurance policy, Lessor shall be named Additional Insured.

(d) The certificates evidencing the existence of the above policy or policies, all in commercially reasonable form, or a Self-Insurance Letter are to be provided to Lessor within thirty (30) days of the execution of this Lease.

28. **VENUE, GOVERNING LAW**: This Agreement 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 Agreement shall lie in the State District Court in and for the City and County of Denver, Colorado.

29. **LANDLORD RIGHT TO ASSIGN**: The Lessor may assign or transfer its rights under this Lease without Lessee's consent and upon assignment or transfer of Lessor's interest in this Lease to a party assuming Lessor's obligations hereunder, the Lessor shall be released from further obligation under this Lease.

30. **BROKER'S FEES**: The City and Lessor represent to each other that it has not had, and it shall not have, any dealings with (and it has not engaged and it will not engage) any third party to whom the payment of any broker's fee, finder's fee, commission or similar compensation ("Commission") shall or may become due or payable in connection with the transactions contemplated hereby, other than Ross Real Estate, Ltd. Dba Newmark and Cushman & Wakefield (the "Brokers"). Lessor shall pay any and all Commissions that may be due and payable to the Brokers in connection with the transactions contemplated hereby pursuant to a separate agreement with the Brokers.

31. **EXAMINATION OF RECORDS**: The Lessor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after termination of Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessor involving matters directly related to Tenant's payment obligations under this Lease.

32. **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 of Real Estate shall have the authority to execute agreements with Lessor to 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 Agreement, 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.

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

34. **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 the provisions regarding same set forth above.

35. **THIRD PARTIES**: This Agreement does not, and shall not be deemed or construed to, confer upon or grant to and 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.

36. **NOTICES**: All notices hereunder shall be given to the following by hand delivery 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, Colorado 80202

To Lessor:

BOP Republic Plaza I LLC
c/o Brookfield Properties

370 17th Street, Suite 3700
Denver, Colorado 80202
Attn: General Manager

With copy to:
BOP Republic Plaza I LLC
c/o Brookfield Properties
1200 Smith Street, Suite 1200
Houston, Texas 77002
Attn: Legal Department

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.

37. **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. Further, this Lease supersedes any and all prior written or oral agreements between the parties.

38. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party 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 this Lease shall be deemed or taken to be a waiver of any other default or breach.

39. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease. Lessee shall look solely to Lessor's interest in the Building for the recovery of any judgment or award against Lessor or any Lessor-related party. Neither Lessor nor any Lessor-related party shall be personally liable for any judgment against or deficiency of the Lessor, and in no event shall Lessor or any Lessor-related party be liable to

Lessee for any lost profit, damage to or loss of business, or any form of special, indirect, or consequential damages.

40. **CONFLICT OF INTEREST BY CITY OFFICER**: Lessee 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 interest 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.

41. **APPROPRIATION**: All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City. The City agrees to exercise reasonable diligence to obtain such appropriations.

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

43. **AUTHORITY TO EXECUTE**: Lessee and Lessor each represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee and Lessor, respectively.

44. **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.

45. **CITY’S EXECUTION OF AGREEMENT**: This Lease shall not be or become effective or binding on the City until full execution by all signatories set forth below.

46. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Lessor and the City each consents to the use of electronic signatures by the parties hereto. This Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City and Lessor in the manner mutually approved by the City and Lessor. The Parties agree not to deny the legal effect or enforceability of this 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 this 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.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202368122-00
BOP REPUBLIC PLAZA I LLC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202368122-00
BOP REPUBLIC PLAZA I LLC

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

In witness whereof the parties have executed this Lease as of the date first above written.

LESSOR:

BOP REPUBLIC PLAZA I LLC

By:  _____

Name: David Sternberg
Title: Executive Vice President,
Northern California and Mountain Regions

[CITY SIGNATURE PAGE FOLLOWS]

Exhibit A: Description of Leased Premises

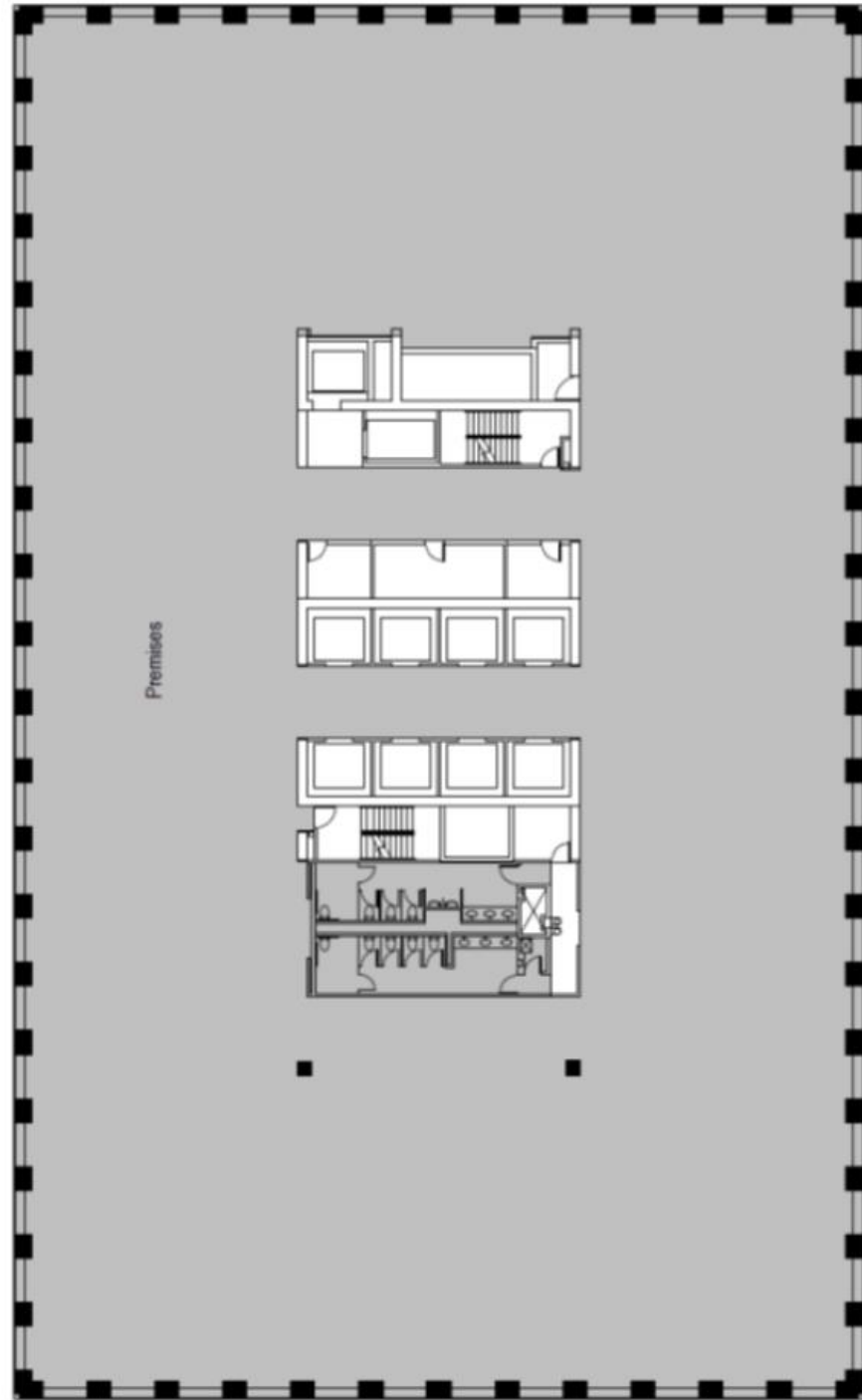
Approximately 73,924 Rentable Square Feet (“RSF”) comprised of floors 52, 53, and 54 in their entirety. (“Leased Premises”), as shown on the plans attached hereto. The measurement standard for the Premises and the Building is in accordance with BOMA definition American National Standard Z65.1-1996.

Add on factors for the Premises are as follows:

Floor 54: 25,008 RSF – 1.1010 is the single floor common area factor.

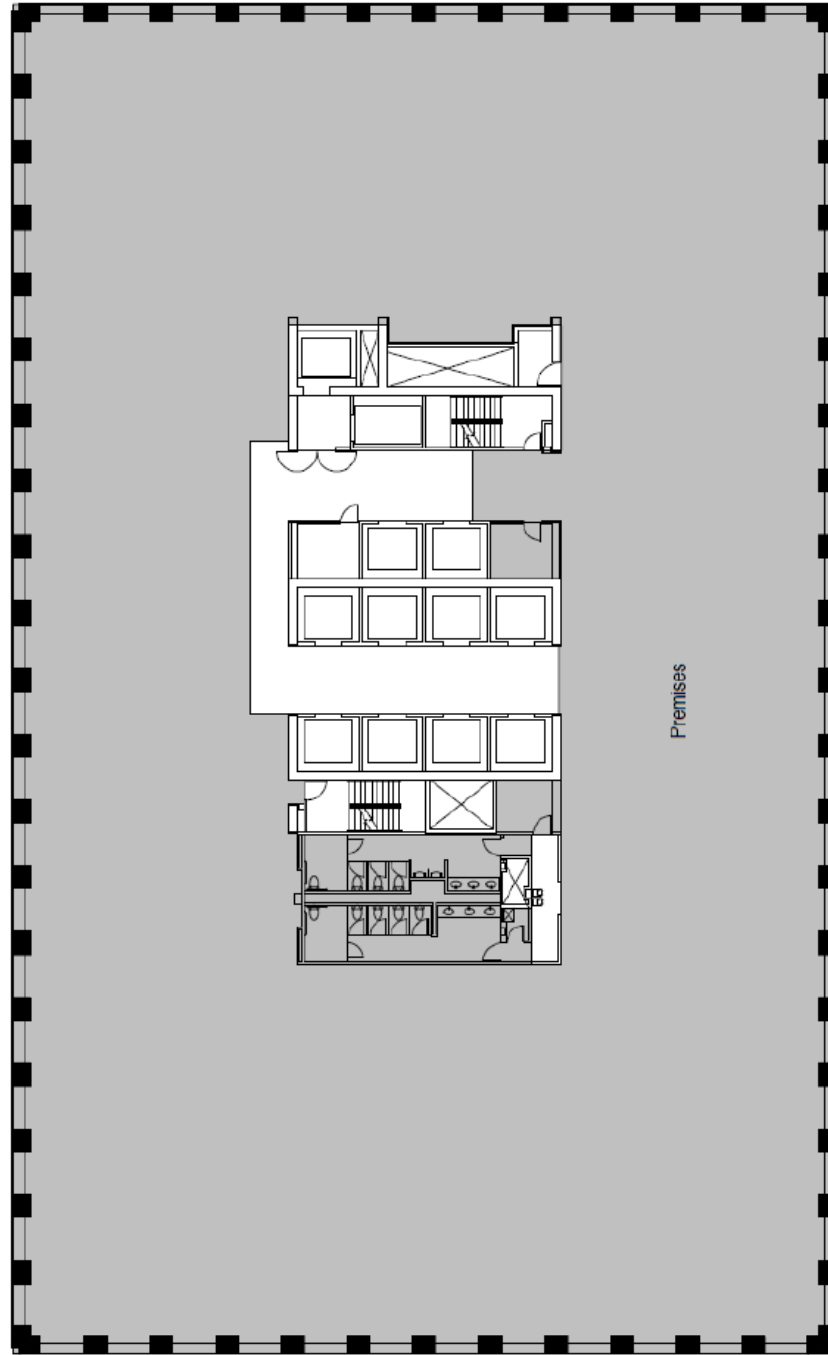
Floor 53: 23,869 RSF – 1.1031 is the single floor common area factor.

Floor 52: 25,047 RSF – 1.1099 is the single floor common area factor.



REPUBLIC PLAZA
FLOOR 53

Brookfield
Properties



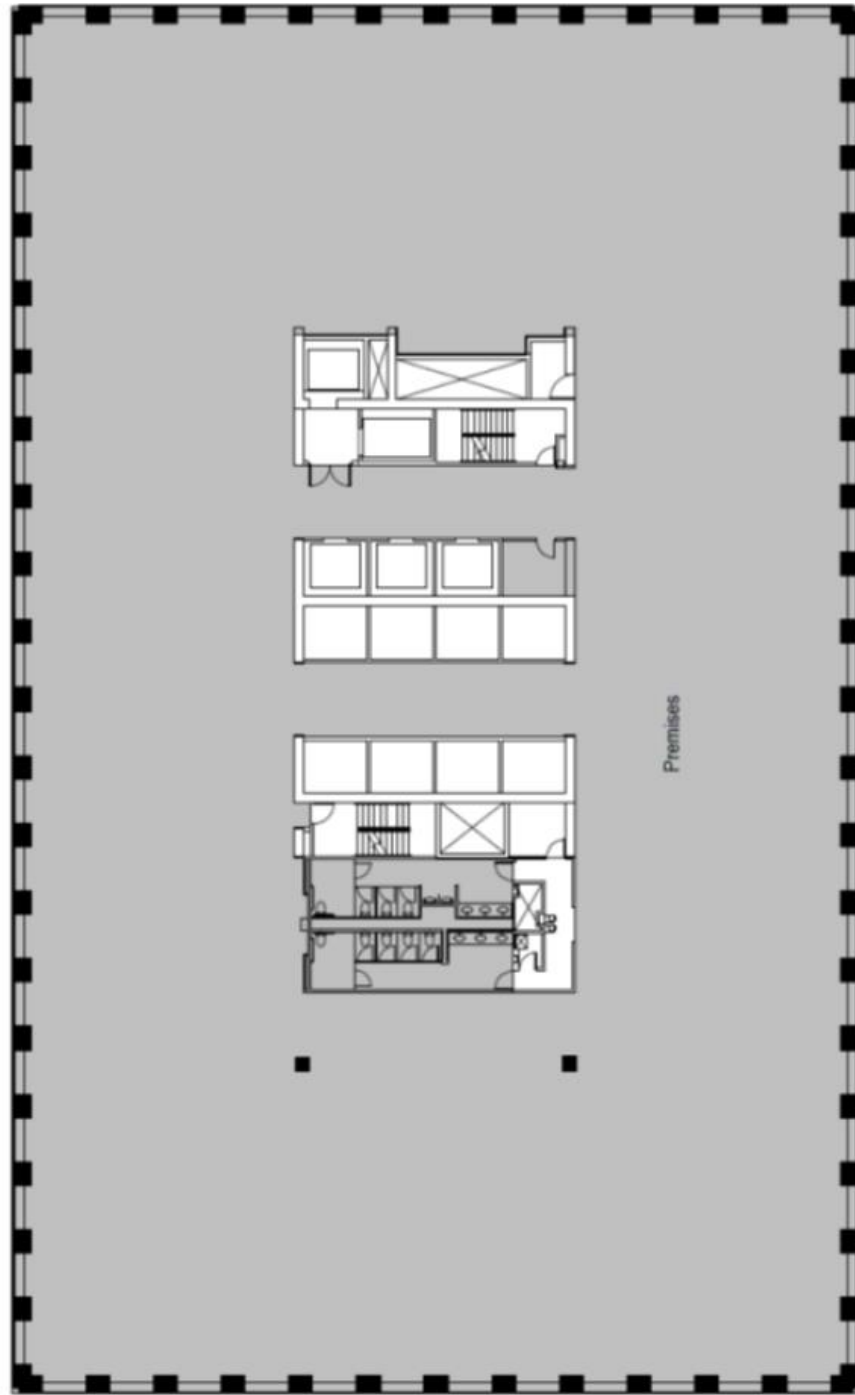


Exhibit B: BUILDING SYSTEMS, MAINTENANCE, SECURITY, JANITORIAL, PARKING SIGNAGE, AMENITIES, AND ROOF ACCESS/RIGHTS:

1. As part of operating costs, Lessor shall contract with janitorial provider and provide such services to the Premises, in accordance with Landlord's janitorial specification.
 - a. City reserves the right to acquire, at its sole cost and expense, its own janitorial services with a union janitorial service approved by Lessor. If Lessee provides its own janitorial services to the Premises pursuant to this subsection, then the amount of Lessee's pro rata share of Operating Expenses shall be equitably reduced in an amount equal to the reduction in Operating Expenses realized by Lessor by reason of not providing janitorial services to the Premises and Lessee shall continue to pay its pro rata share of the cost of providing janitorial services to the common areas of the Building.
2. Lessor's architect shall provide space planning revisions and pricing notes at a cost not to exceed \$0.15 per RSF. Space planning fee shall be at the sole cost of the Landlord.
3. Lessor shall deliver the Building to City with the roof system, the Building structure, and all other existing Building systems free from latent and structural defects, in good and proper working order and in compliance with all laws, ordinances and building codes. These systems shall include, without limitation: the base Buildings HVAC systems, including the main HVAC Loop System which will be in good operating condition.
4. As of the date of this Lease, Republic Plaza Building automation and energy management system is primarily Johnson Controls Metasys® automation equipment. In addition to equipment, operations, and controls, the system performs demand totalization, load shedding, and duty-cycling functions. The Building's HVAC systems were designed to meet or exceed current Denver Building code requirements. Design conditions are based upon occupancy of not more than one (1) person per 150 usable square feet. Heat is supplied by means of electric reheat units in perimeter air conditioning ducts. A district steam/hot water system was retro-fitted in 1987 to replace electric heat and the system supply in the office tower and main lobbies and portions of the retail building. In 2017 the steam/hot water system was replaced with gas fired hot water boilers. Cooling is currently provided by a trio of 900 ton Trane CVHE centrifugal chillers supply chilled water to eight (8) main air handling units. Air distribution is a minimum of 24 variable air volume boxes per floor. Condenser water is available with no "tap in" fee. Supplemental HVAC is available 24-hours per day. Standard hours of HVAC operation are 7 a.m. – 6:00 p.m. Monday – Friday and 9:00 a.m. – 2:00 p.m. on Saturday.
 - a. City shall have 24/7 access to the building. In the event that Lessee is reasonably deemed to be using an excessive and disproportionate amount of utility or electrical capacity, City at City's expense shall install metering services for measuring such disproportionate use of utility or use of electricity in the Premises.
 - b. City shall have the right to use and occupy the Building and Premises outside Standard hours of operations. At the request of the City, Lessor shall provide after hours HVAC on a floor-by-floor basis. The current rate for after-hours HVAC charge is \$85.52 per hour per floor. Costs for after-hours HVAC may change from time to time based on Lessor's cost to provide such services. In the event that supplemental HVAC is installed in the Premises, Lessee shall also pay Lessor for Lessee's use of condenser water provided by Landlord, which is as of the date of this

Lease \$33.02 per ton of connected load per month, and is subject to change from time to time based on Landlord's costs to provide the service.

- c. Lessor shall provide HVAC cooling capacity to the Premises equal to not less than one ton per 500 square feet and the HVAC system shall be in compliance with current ASHRAE performance standards including, but not limited to, the following HVAC Operating Criteria / Minimum Standards:
 - i. Summer: Not more than 74 degrees Fahrenheit dry bulb inside when outside temperature reaches a high of up to 95 degrees Fahrenheit dry bulb, 74 degrees wet bulb.
 - ii. Winter: Not less than 70 degrees Fahrenheit dry bulb inside when outside temperature reaches a low of down to -1 degrees Fahrenheit dry bulb.
5. Lessor shall also maintain and provide the following: HVAC (DDC) controls and subcomponents, Building Automation System (BAS) backbone, the base Building's fire safety systems, including a code compliant existing fire sprinkler distribution and existing quick response sprinkler heads, existing smoke detection devices, existing strobes and exit signage; the base Building's electrical systems, including electrical panels, distribution, and existing building lighting; the base Building's plumbing systems including all above and underground distribution and connections, elevator systems, restrooms, existing ceiling grid and tiles, window systems, and building standard window coverings in good condition.
6. Lessor shall provide pro-rata and protected vertical inter-floor riser space for Lessee's voice and data requirements.
 - a. Lessor shall provide City its pro-rata share of riser space for telecommunications. As of the date of this Lease, the following telecommunications companies provide services to the Building:
 - i. Century Link (local exchange)
 - ii. Cogent Communications (high speed internet)
 - iii. Level 3 Telecomm (local exchange / long distance / data services)
 - iv. Verizon (local exchange / long distance / data services)
 - v. Vertical (AV/TV)
 - vi. XO Communications (local exchange / long distance / data services)
 - vii. Zayo
 - viii. In Building Distributed Antenna System through Verizon
7. Flooring shall be provided per the mutually agreed upon plan.
8. The Building is equipped with a fully functionable Building wide public address system to be used for emergency notifications to Building's occupants, Fire and Life Safety systems are compliant with code. Any modifications made in the future to the Fire and Life Safety System as requested by the Lessee within the Premises shall be at City's sole cost and expense. During the term, Lessor shall operate and maintain the Building's Fire and Life Safety System in accordance with all applicable laws and regulations.
9. During the term, Lessor shall maintain the Building's current elevators, escalators and common area stairwells in accordance with all applicable laws and regulations and standards from time to time prevailing from first class office buildings in comparable age, character and year in the Denver Central Business District. Lessor shall operate elevators within the elevator banks servicing the Premises during Building Hours, and at all other times at least three (3) passenger elevators in each elevator bank and one (1) freight elevator

shall be subject to call. Lessor shall perform all work necessary to cause the elevators to serve all floors of the Premises, Lessor may discontinue such elevator services at such times due to causes beyond the reasonable control of Lessor.

10. The Building is monitored 24 hours per day by recorded, digital, color cameras in the main floor common area and on-site guards. Access after-hours is controlled by a cardkey access system and on-site guards. City shall have the right to install a controlled access system for the Premises and to tie into the Building security system. Subject to Landlord's reasonable approval, Lessee shall also have the right to install a metal detection system within the Premises.
 - a. City shall have the right to install a controlled access system for the Premises and to tie into the Building security system. Subject to Lessor's reasonable approval City shall have the right to install a metal detection system within the Premises.
 - b. See attached **Exhibit B-1** for detailed Security Overview.
11. As part of operating costs Lessor shall provide electrical capacity for the Premises of no less than six (6) watts per rentable square foot electric power as supplied by the local utility company ("Base Building Electrical Capacity"). City shall be entitled the Base Building's Electrical Capacity for each floor on which City occupies space consisting of the 6 watts per square foot of space in the Premises. The Base Building capacity for each floor includes an LPH panel (480 volt, 200 amps, 3 phase) and an LP panel (208 volt, 100 amps, 3 phase). Notwithstanding the above, however, Lessor shall not be required to supply to Lessee or the Premises electrical power in excess of City's pro rata share of the above stated Base Building capacity (on a per floor basis) for items such as, without limitation, consistent City operations of unmetered areas beyond 12 hours per day, electrical power to computer rooms, to above Building Standard lighting fixtures, or to supplemental air conditioning equipment.
12. At the City's request, Lessor, at Lessor's expense, shall provide the City Agency's name on Building standard suite/unit door sign(s) on any multi-tenant floor. The City shall have the right to install the City's standard graphics in the Premises reception area and/or lobby of all floors occupied by the City, at City's sole cost.
13. Lessor will provide City with one (1) parking permit per 10,000 square feet leased under the Building at the then current market rent, which is currently \$300.00 per month per permit, and one (1) parking permit per 1,500 square feet leased at the Tremont Parking Garage at the then current market rent, which is currently \$215.00 per month per permit unreserved and \$300.00 per month per permit reserved parking rates are subject to change time to time. Each City employee that uses a parking permit shall be (a) required to enter into the parking agreement required by Lessor or Lessor's parking operator, and (b) responsible for paying to Lessor or Lessor's parking operator the current market rate for such permit, subject to the terms outlined in this section. Lessee's use of the parking facilities is subject to compliance with the rules and regulations regarding same as set forth by Lessor and its property manager from time to time.
 - a. Parking shall be abated for the first twelve (12) months of the lease term.
 - b. Republic Plaza will be introducing a VIP Valet program in Q4 2022. The valet service will create an efficient amenity designed to eliminate the need for customers to self-park at the Building. The VIP valet program extends beyond just parking vehicles. It is a program that complements Republic Plaza tenants' goals towards

enhancing the experience at Republic Plaza. Important elements of the Valet program include:

- i. Fully insured, professional, Class “A” Valet provider
 - ii. Valet service available Monday-Friday with self-parking on weekends and holidays
 - iii. Automated Valet system – text ahead car retrieval feature
 - iv. Covered access to the Property
 - v. Lessor and City shall mutually agree upon monthly valet cost and usage by City.
 - c. Based on availability Lessor shall provide after-hours parking rights to employees of City that do not park in Republic parking garage. Lessor and City shall mutually work on a system that will allow Lessee’s employees to access the garage.
14. City, at Lessor’s sole cost and expense shall have the right to access the roof for the installation and operation of up to three (3) microwave antennas with a ballast mount. If installed, the rental for an antenna shall be at a charge of \$200 per month per diameter foot for each antenna with ballast mount. The right shall be subject to applicable government restrictions and approvals and in accordance with the Lease and subject to Lessor’s standard rooftop use agreement. Lessor to provide any conduits or penetrations or roof repair if needed. Location of said mount is depicted below in **Exhibit B-2**.
15. During the Term, Lessor shall operate and maintain the Building in accordance with all applicable laws and regulations, the requirements of Landlord’s insurance carriers and standards from time to time prevailing for first-class office buildings of comparable age and character in the area in which the Building is located. This includes the following:
 - a. Progressive and collaborative lobby remodel completed
 - b. “Tenant-only” conference/training facilities
 - c. On-site management & ownership – as of the date of this Lease is Brookfield Properties
 - d. On-site dining, which is as of the date of this Lease, BuBu, Noodles, Starbucks, Potbelly, and Lazo’s Empanadas
 - e. Convenient sundry store
 - f. Direct access to the 16th Street mall shuttle
 - g. One (1) block from the newly renovated RTD Civic Center Transportation Center
 - h. Adjacent to 84 dining options, 22 hotels, and numerous retail and entertainment options, which may change during the Term
 - i. Underground parking and adjacent parking facilities
 - j. Generous deck-to-deck height for open plenum office environment
16. **FITNESS FACILITIES:** Fitness Facility in the Building for the use of the tenants of the Building which currently consists of approximately 6,000 SF and includes cardio equipment, resistance equipment, free weights and kinetic equipment. Men’s and women’s locker rooms have “health club quality” showers (5 in each), towel service and day lockers (approximately 30 in each). City and its employees shall have the right to use the workout facility at no cost for the term of the initial Lease and subject to repair, maintenance and restoration.
17. **CONFERENCING FACILITIES:** There are three (3) meeting rooms in the Conference Center: The Conference Room, Training Room and Board Room. The AV system in each

room has the ability for either wired HDMI or VGA connections or wireless presentation via Apple air play mirroring or Crestron air media app including audio capability.

- a. Conference Room – The Conference Room is the largest room in the facility. The room is set up in a classroom with 33 tables and 66 chairs. The room setup can be altered in theater style for additional capacity up to 100 chairs.
 - b. Training Room – The Training Room is the second largest room in the facility. The room has a default classroom setup with 16 tables and 32 chairs, a flat screen video display monitor, and a podium. The room setup can be altered for additional capacity.
 - c. Board Room – The Board Room is the 3rd largest room in the facility. The room is set up in a default board room style with 1 conference room table, seating for 14, and a flat screen video display monitor.
18. LOBBY WINE BAR: Troy Guard is designing and constructing a “wine bar” in the Republic Plaza lobby. The “wine” will be located on the Court Street side of the Building lobby. In addition to alcoholic and non-alcoholic beverages, the bar will have light food fare including “hand rolled” sushi, and comfortable furniture vignettes. The “wine bar” is anticipated to further activate the lobby.
19. All Common amenities shall be at no additional charge to City throughout the term on the Lease. City shall have the right to book meetings, receptions, and gathers in these facilities at no additional charge.
20. MANAGEMENT FEES: As of the date of this Lease, for purposes of calculating Tenant’s pro rata share of Occupancy Costs, the management fees are 3% of gross revenues from the Building.

Lessor reserves the right to modify and make changes, from time to time, to the amenities and services set forth in this Exhibit B, and attached Exhibits B-1 and B-2, and the vendors providing same; provided, however, Lessor shall at all times provide comparable janitorial services, HVAC service, parking facilities (although Lessor does not guaranty that the valet service will remain available) and fitness and conferencing facilities in the Building and, further, Lessor shall provide other amenities reasonably consistent with other first-class office buildings in downtown Denver, Colorado. If valet service is discontinued, Lessor will provide an escort by Building security personnel or other secure means for Tenant and its employees and visitors to and from the Tremont parking garage at no additional cost throughout the Term and any extensions thereof.

EXHIBIT B-1 SECURITY

Contractor: Silver Seal
Weekly Security Hours
Republic Plaza
416 Republic
140 Republic Dock
Total - 556
Tremont Garage - 168
Total Republic Plaza and Tremont – 724

400 sf Fire Command Center houses the project's fire alarm and life safety systems.

A secure command and monitoring post ("Central Operations") in the building's lower level that is manned 24 hours a day, 7 days a week, by trained security professionals employed by Brookfield. All of the systems in the FCC are "shadowed" in Central Operations. Duties include monitoring CCTV cameras that are digitally recorded, as is two-way radio traffic and telephone conversations with CO. Also monitor elevator intercoms, lobby door intercoms and stairwell phones, which are used by tenants as well as Security to call for assistance in emergency situations.

A manned Security Console in the building lobby doubles as the main lobby desk. The console is equipped with CCTV monitors that display the building entrances that are not visible from the desk. Manned security patrols of the common areas 24/7.

Over 100 color digital CCTV cameras are recorded by digital video recorders and DVRs can be displayed in Central Operations on any of a bank of color monitor displays. All cameras and DVRs can also be monitored and controlled remotely from a PC on the Brookfield wide-area-network throughout the U.S. and Canada.

LiveSafe is our platform, of two way emergency tenant notification, LiveSafe is used to notify tenants in the event of a building emergency. LiveSafe is also used by tenants to communicate via text, email or phone directly with our 24/7 Operations Center. Tenants can report suspicious activity, request safe walk where they can be monitored while walking, request medical assistance or report a maintenance concern all in real time.

State of the art detection and annunciation systems in the building's FCC are connected to addressable field devices throughout the project. Detection devices include smoke detectors, rate-of-rise heat detectors, water flow switches, and manual alarm stations. Annunciation devices include emergency voice and communications (EVAC) speakers, ADA-compliant visual alarms, fire phone jacks, and warden phones.

Card reader access at building entrances, elevator cabs, and parking garage during specified hours.

A computerized Firefighter's Control and Initiation Panel in the FCC provides a graphical display and manual control of all of the building's fire detection, fire suppression, smoke control, and emergency owner systems.

An OTIS Elevator Management System provides computerized display of the location and status of all 29 elevators in the project. The system also provides the CO or the FCC the ability to remotely control or recall elevators to the lobby.

The most sophisticated and comprehensive smoke control systems in Denver are utilized in the project, including equipment to isolate, pressurize, or exhaust smoke from floors, stairwells, and elevator hoist ways.

Access Control System - Access control is provided by a Software House C-cure security system with appx 90 card readers controlling after-hours access to the main building doors, parking garage and elevators. Access to mechanical areas, roof, and other sensitive areas are secured 24 hours per day.

Security - Closed circuit TV cameras in the lobby, intrusion alarms, magnetic locks on building entrance doors, card-key system for after-hours access. Monitoring personnel patrol the project 24 hours a day, 365 days per year.

Life Safety - General – Both the Office and Retail buildings are equipped with sprinklers, manual pull stations, and ionization smoke detectors on every floor. An emergency voice and communication system provides emergency communication to all tenants and common areas of the project. All fire/life safety systems are monitored at the project's CO, as is the BAS and fire alarm systems which monitor and control building sprinkler systems, water flow, ionization detectors, pull stations and building pressurization systems. These systems are protected by an uninterruptable power supply and standby emergency generators that provide power to CO and all FLS equipment in the event of a loss of utility power. All elevators are equipped with fully-compliant Firefighters Service. The office Tower has automatic floor pressurization, exhaust systems, and stairwell and hoist pressurization.

Fire Sprinklers - Both buildings are fully sprinklered with the exception of some electrical closets and mechanical areas. All sprinkler zone control valves are electronically supervised. There are two wet standpipes the full height of both the Office Tower and the Retail Building. There are dry-pipe systems serving the loading dock, parking levels, and other areas subject to freezing. Three 750 FPM fire pumps serve the Office Tower and Retail Building.

Fire Alarm System - JCI/Notifier addressable system including visual alarms.

Floor Load Occupancy - Per Denver Amendments to the IBC, Section 1004, Chapter 10 -
Maximum people per stair = $48 / .25$ (stair width) = 192. Total maximum people allowed = 192
x 2 stairwells = 38

Lessor reserves the right to change its vendors and systems from time to time provided the security systems provided for the Building remain reasonably comparable to the security services being provided as of the date of the Lease.

Exhibit B-2

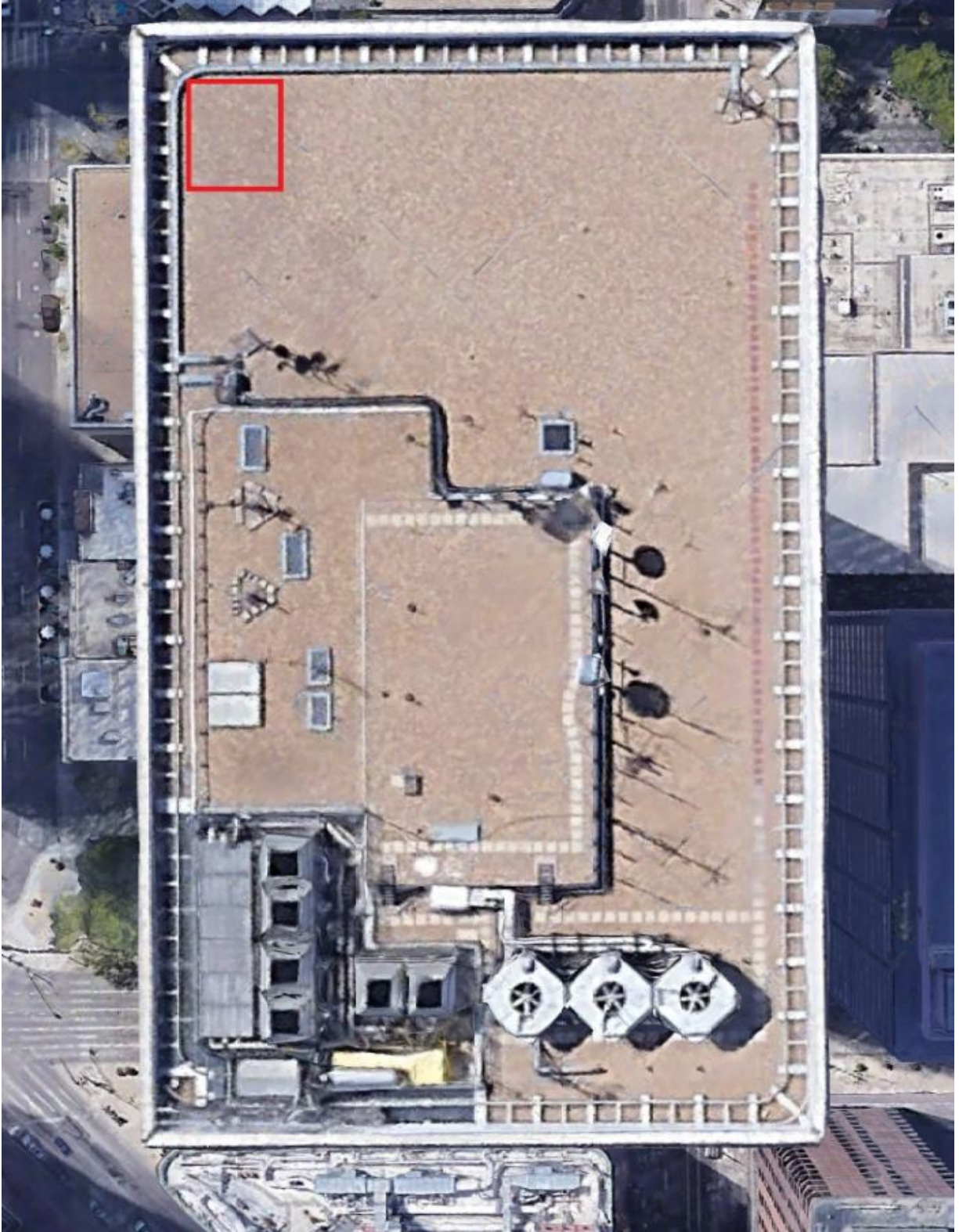


Exhibit C: Turnkey Improvements

Lessor's architect shall provide space planning revisions and pricing notes at a cost not to exceed \$0.15 per RSF. Lessor shall "turnkey" design and construct Tenant Improvements and install Fixtures, Furniture, and Equipment ("FF&E") ("Turnkey Work") in accordance with the following items approved by the City:

1. Tenant improvements pursuant to the pricing plan prepared by Mixon Architecture dated 2.20.23 with narrative by Columbine Engineering and BCER design for AV/Cabling and Security dated 2.6.23; and the budget submitted by Rand Construction dated 3.7.23. Mixon and all consultants to include permitting by floor for flexibility for schedule and move in. Lessor shall hold a 10% contingency on the improvements described in this Section 1 for minor and reasonable scope clarifications and modifications mutually agreed upon by the parties. Any contingency not used by Lessor shall be retained by Lessor.
2. Purchase and install furniture in accordance with the proposal submitted by Workplace Resources dated 3.15.23 including tax delivery and labor as required.
3. Purchase and install furniture in accordance with proposal submitted by OfficeScapes Elements dated 3.17.23 including tax delivery, install and labor as required.
4. Purchase and install Sound masking system (only) pursuant to the proposal submitted by HD Communications dated 2.28.23 including tax delivery and labor as required.
5. Purchase and install Access Control System ("ACS") and Security equipment pursuant to the proposal from Tech Systems Inc. dated 3.3.23 including tax delivery and labor as required.
6. Purchase and install or demo/remove low voltage voice and data wiring pursuant to the proposal prepared by Star Telecommunications Inc. dated 2.23.23 including tax delivery and labor as required.
7. Purchase and install AV and sound masking pursuant to the proposal submitted by HD Communications LLC dated 2.24.23 including tax delivery and labor as required.
8. Engage Workplace Resources to perform content and equipment move pursuant to the proposal as submitted by Workplace Resources with dated 2.20.23. Landlord will also engage Workplace Resources for construction move management, which is not included in the 2.20.23 proposal. These services are included in a separate proposal from Workplace Resources/Encore and Landlord to include this service. Including tax delivery, install and labor as required
9. Purchase and install one (1) metal detector pursuant to the proposal prepared by CEIA USA dated 3.7.23 including tax delivery, install and labor as required.
10. Purchase and Install office signage in accordance with bid and renderings from OfficeScapes dated 2.22.23 including tax delivery and labor as required.
11. Any work associated with Summit Riser connectivity to the 52nd floor server room.
12. The women's and men's restrooms on all floors within the Premises will be completed using Lessor's most recent Building standard materials and completely operable and fully compliant with laws, including ADA at Landlord's sole cost and expense.

Lessor shall contract for the completion of the Lessor Improvements with Rand Construction. Lessor has hired Brian Meehan with Cushman & Wakefield to act as Lessor's project and construction manager. Lessee engaged, at the Lessor's sole cost and expense, Fitzmartin Consulting as its project and construction manager to oversee the construction process. Lessor shall utilize Lessor's mechanical and electrical engineers, Columbine Engineering Inc. Lessor shall also utilize Lessor's structural engineer, Mountain Design Group, Inc., as required. In the event City requires additional Tenant improvement work or FF&E not included in the "Turnkey Work" as defined above ("Additional Work"), City shall have the right to request from Lessor up to an additional \$10.00 per rentable square foot ("Additional Allowance") to pay for such for Additional Work and such cost will be amortized into the Rent over the lease term at 8% per annum. As of the date of this Lease, the City has requested, as Additional Work, a secured lobby with two (2) secured doors, the cost of which shall be paid from the Additional Allowance and amortized into the Rent as provided herein. Plans for any Additional Work shall be subject to the reasonable mutual approval of the parties. Notwithstanding the forgoing, Tennant shall reuse the existing lighting, ceiling grid and ceiling tiles within place on the 52-54th floors ("Ceiling Systems"). Landlord shall deliver the Ceiling Systems in good working order and condition. As part of the Turnkey Work Lessor agrees to supplement or buy or remove furniture per the mutually agreed upon plan between Lessor and City. Notwithstanding the foregoing, City shall be required to utilize the existing furniture in place on floors 53 and 54. Lessor as part of the Turnkey Work herein, will purchase and install any missing furniture pieces on floors 53 and 54. Lessor at Lessor's sole cost and expense will purchase and install matching furniture for floor 52. FF&E shall remain on floors 52, 53 and 54.

Exhibit D: Form of Subordination, Non-Disturbance and Attornment Agreement

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between __[insert Trustee]_____, as Trustee for the registered holders of _____ [insert Trust] _____ ("Mortgagee"), and _____, a _____ ("Tenant").

A. _____ [insert Borrower] _____ ("Landlord"), owns the real property located at _____ (such real property, including all buildings, improvements, structures and fixtures located thereon, shall be hereinafter referred to as the "Landlord's Premises"), as more particularly described on Exhibit A attached hereto.

B. Mortgagee is the holder of a loan (the "Loan") to Landlord, which Loan is secured, in part, by that certain _____ [describe mortgage] dated _____, 20__, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage"), recorded at Book _____, Page _____, in the [Official Records of the County of _____].

C. Pursuant to that certain _____ [describe lease], dated as of _____, 20__, (the "Lease"), Landlord demised to Tenant a portion of Landlord's Premises as described in the Lease (the "Tenant's Premises").

D. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

1. DEFINITIONS

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Construction-Related Obligation. A "Construction-Related Obligation" means any obligation of Landlord under the Lease to make, pay for or reimburse Tenant for any alterations, demolitions or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction-Related Obligations" shall not include: (a) reconstruction or repair following fire, casualty or condemnation to the extent of insurance proceeds or condemnation awards actually received by Mortgagee or (b) day-to-day maintenance and repairs.

1.2 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.3 Former Landlord. A “Former Landlord” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4 Offset Right. An “Offset Right” means any right or alleged right of Tenant to any offset, defense claim, counterclaim, reduction, deductions or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord’s breach or default under the Lease.

1.5 Rent. The “Rent” means any fixed rent, base rent or additional rent under the Lease.

1.6 Successor Landlord. A “Successor Landlord” means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.7 Termination Right. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction, arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. SUBORDINATION.

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgages and all advances made under the Mortgage.

3. NON-DISTURBANCE; RECOGNITION AND ATTORNMENT

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated, Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

3.2 Non-Disturbance and Attornment. If the Lease has not been terminated when Successor Landlord takes title to the Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all of the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as modified by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease in accordance with its terms (except as provided in this Agreement) between Successor Landlord and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon written request by either of them.

4. PROTECTION OF SUCCESSOR LANDLORD.

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment.

4.2 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease.

4.3 Payment; Security Deposit. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Mortgagee's prior written consent.

4.5 Surrender, Etc. Any consensual or negotiated surrender, cancellations or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.6 Construction-Related Obligations. Any Construction-Related Obligation of Former Landlord.

4.7 Casualty; Condemnation. Any obligation of Former Landlord to restore the Landlord's Premises, including the Tenant's Premises, except to the extent of insurance proceeds or condemnation awards actually received by Mortgagee after the deduction of all costs and expenses incurred in obtaining such proceeds or awards, and subject to the terms of the Mortgage with respect to the disposition of such proceeds or awards.

5. EXCLUSION OF SUCCESSOR LANDLORD.

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, Successor Landlord's interest in the Lease and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as modified by this Agreement.

6. MORTGAGEE'S RIGHT TO CURE.

6.1 Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond any cure period provided to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, Mortgagee's cure period shall continue for such additional time as Mortgagee may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. RENT PAYMENT NOTICES.

From and after Tenant's receipt of written notice from Mortgagee (a "Rent Payment Notice"), Tenant shall pay all Rent to Mortgagee or as Mortgagee shall direct in writing, until such time as Mortgagee directs otherwise in writing. Tenant shall comply with any Rent Payment Notice, notwithstanding any contrary instruction, direction or assertion from Landlord. Mortgagee's delivery to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (a) cause Mortgagee to succeed to or to assume any obligations or responsibilities as Landlord under the Lease, all of which shall continue to be performed and discharged solely by Landlord unless and until any attornment has occurred pursuant to this Agreement; or (b) relieve Landlord of any obligations under the Lease.

8. CONFIRMATION OF FACTS.

Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the Effective Date:

8.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

8.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

8.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

8.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

8.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

8.6 Commencement Date. The "Commencement Date" of the Lease was _____ 20__.

8.7 Acceptance. Tenant has accepted possession of Tenant's Premises and Landlord has performed all Construction-Related Obligations related to Tenant's initial occupancy of Tenant's Premises and Tenant has accepted such performance by Landlord.

8.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or

otherwise disposed of the Lease or any interest therein.

8.9. Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. MISCELLANEOUS.

9.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items and shall be delivered to Mortgagee or Tenant (applicable) at the addresses set forth below. Notices shall be effective upon receipt.

If to Tenant: _____

With a copy to: _____

If to Mortgagee [Trustee]
c/o CWCapital Asset Management LLC
900 19th Street, NW, 8th Floor
Washington, DC 20006
Attn: Legal Dept/[insert portfolio series ID]

9.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord and its successors and assigns. If Mortgagee assigns the Mortgage, upon delivery to Tenant of written notice thereof all liability of the assignor shall terminate.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

9.4 Interaction with Lease. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

9.5 Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

9.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state where the Landlord's Premises is located excluding its principles of conflict of laws.

9.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

9.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.9 Mortgagee's Authority. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE

[Insert name of Trustee] as Trustee for the registered holders of [insert name of portfolio with Series designation]

By: CWCapital Asset Management LLC,
solely in its capacity as Special Servicer to the Trust

By: _____
Name: _____
Title: _____

TENANT

By: _____
Name: _____
Title: _____

Landlord consents and agrees to the terms of the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant.

Landlord irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instructions, or assertion by Landlord. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease.

LANDLORD

By: _____

Name: _____

Title: _____

Dated: _____, 20__

Each of the undersigned, a guarantor of Tenant's obligations under the Lease (a "Guarantor"), consents to Tenant's execution, delivery and performance of the foregoing Agreement. From and after any attornment pursuant to the foregoing Agreement, that certain Guaranty dated _____, 20__ (the "Guaranty") executed by Guarantor in favor of _____ shall automatically benefit and be enforceable by Successor Landlord with respect to Tenant's obligations under the Lease as affected by the foregoing Agreement. Successor Landlord's rights under the Guaranty shall not be subject to any defense, offset, claim, counterclaim, reduction or abatement of any kind resulting from any act, omission or waiver by any Former Landlord for which Successor Landlord would, pursuant to the foregoing Agreement, not be liable or answerable after an attornment. Guarantor confirms that the Guaranty is in full force and effect and Guarantor currently has no offset, defense (other than any arising from actual payment or performance by Tenant, which payment or performance would bind a Successor Landlord under the foregoing Agreement), claim, counterclaim, reduction, deduction or abatement against Guarantor's obligations under the Guaranty.

GUARANTOR

By: _____

Name: _____

Title: _____

Dated: _____, 20__