

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into 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 The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007, whose address is 1300 S. Steele Street, Denver, CO 80210 (the "Lessor"), effective as of the date set forth on the City's signature page ("Effective Date"). The City and Lessor may be referred to individually as "Party" or collectively, "Parties."

WITNESSETH:

WHEREAS, the Lessor is the owner of certain property located at 3629 W. 29th Street, Denver, Colorado, known commonly as "Mullen Home," and includes a 109,069 square foot residential care facility situated on a 359,000 square foot parcel (the "Property");

WHEREAS, the Lessor took possession of the Property on October 28, 2022, pursuant to a Quitclaim Assignment from Little Sisters of the Poor Home for the Aged ("Little Sisters"), as a result of a reversion included in the original deed from J. K. Mullen to Little Sisters granted September 16, 1916;

WHEREAS, it is the intent of the Lessor that the Property will be used in furtherance of the religious and charitable purposes of the Lessor, including in support of the mission of the Archdiocese of Denver (the "Planned Purposes"), which such Planned Purposes are under review and evaluation by the Lessor;

WHEREAS, the City is facing a local humanitarian crisis as thousands of migrants have come to the City, placing an immense strain on the City and its resources (the "Migrant Crisis");

WHEREAS, as a result of the Migrant Crisis, the City has approached the Lessor and requested the short term use of the Property to house migrant families to alleviate some of the burdens caused by the Migrant Crisis;

WHEREAS, the City and Lessor as successor in interest to the Church of All Saints are parties to that certain Cooperative Agreement dated June 11, 1997 ("Church Property Lease"), for certain property owned by Lessor as more particularly described therein (the "Church Property");

WHEREAS, the Parties are parties to that certain Lease and Agreement dated August 23, 1995, as amended by that certain Second Revival and Amendatory Lease Agreement dated April 6, 2010, as amended by that certain Third Revival and Amendatory Lease Agreement dated August

10, 2020, (collectively, the “City Property Lease”) for certain property at the southeast corner of 36th Street and Kalamath Street, as more particularly described therein (the “City Property” together with the Church Property, the “Parcels”);

WHEREAS, as consideration for this Lease and in place of base rent and on the terms herein, the Parties have agreed to amend the Church Property Lease and the City Property Lease to transfer the respective Parcels to the current lessee of each;

WHEREAS, in consideration of the foregoing, the Lessor is willing to lease said property to the City on a short-term basis, and the City is willing to accept the same, subject to the terms and conditions of this Lease; and

WHEREAS, it is the intent of the parties that the lease of said property by the Lessor to the City is for short term and temporary purposes only to deal with the Migrant Crisis, and that the Lessor ultimately intends to use and operate the Property in furtherance of the Planned Purposes.

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 Agreement (hereinafter referred to as “Lease”), the Lessor agrees to lease, demise, and let unto the City and the City does hereby lease from the Lessor those certain premises (the “Leased Premises”) located at 3629 W. 29th Street, Denver, Colorado, which consists of an approximately 74,047 square feet of the residential care facility situated on an approximately 359,000 square foot parcel, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein, but the Leased Premises expressly excludes the Property depicted on **Exhibit A** (the “Excluded Property”). The description contained on **Exhibit A** may be modified upon the written authorization of both the Lessor and the Director of Real Estate of the City to correct minor, technical errors.

2. **TERM; TRIPLE NET LEASE**: The term of this lease shall commence on the date Lessor delivers possession of the Leased Premises to the City (the “Commencement Date”), as mutually determined by the parties, and terminate one (1) year from the Commencement Date (the “Initial Term”), unless mutually extended by the parties or sooner terminated pursuant to the terms of this Lease. So long as the City is not in default of any of its obligations under this Lease, City shall have the option to renew the Lease, on the same terms contained herein, for one consecutive four-month extension period (the “Extension Term”, together with the Initial Term,

the “Term”) with at least 30 days’ prior written notice to the Lessor prior to expiration of the Initial Term. After the occurrence of the Commencement Date, the parties shall promptly execute, acknowledge and deliver to each other a Commencement Date Memorandum in the form attached hereto as **Exhibit B** and incorporated herein, which confirms the actual Commencement Date. The Director of Real Estate of the City may exercise the extension and Commencement Date Memorandum. The City acknowledges that this is a Triple Net Lease and that the City shall do all acts and make all payments connected with or arising out of its use and occupation of the Leased Premises to the end that Lessor shall receive all rent provided for herein free and undiminished by any expenses, charges, fees, taxes and assessments and Lessor shall not be obligated to perform any acts or be subject to any liabilities or to make any payments, except as otherwise specifically and expressly provided in the Lease subject to the Maximum Contract Amount.

3. **RENT:**

(a) In lieu of monthly base rent, the City and Lessor have agreed to amend the Church Property Lease and the City Property Lease to provide for the transfer of title of the Church Property to the City and the City Property to the Church (collectively, the “Transfer Amendments”) which are attached hereto and incorporated herein as **Exhibit C**. The Transfer Amendments will be executed and effective upon six months following the Commencement Date (the “Exchange Date”). In the event that the City does not approve the land exchange, this Lease shall terminate.

(b) In the event that this Lease is terminated prior to the Exchange Date (i) the Transfer Amendments shall be null and void; and (ii) the City agrees to pay back rent in an amount of Eighty Thousand Dollars (\$80,000.00) per month and for any partial month on a per diem basis (“Alternative Rent”). Notwithstanding the foregoing, the Parties may mutually agree, despite the termination of this Lease, to proceed with the exchange of ownership of the City Property and the Church Property.

(c) During the Term of this Lease, on or before the twentieth (20th) of each month, Lessor shall invoice City for all actual amounts due and payable for the following month (as well as any amounts due from any previous month that have not been included in any previous invoice) as set forth in this Lease; such amounts due and payable shall be deemed “Additional Rent”. Invoices shall be emailed to realestate@denvergov.org or other email address as set forth by the Director of Real Estate. All invoices will be paid by the City within forty-five (45) days of receipt of such notice by the City.

(d) In the event of the City exercises its right to extend the Term of the Lease, the City shall pay Eighty Thousand Dollars (\$80,000) per month as extension rent (“Extension Rent”). Extension Rent shall accrue from the end of the Initial Term and shall be payable to Lessor at the Lessor’s specified address, or to such other person or place as Lessor shall designate from time to time. If the first day of the Extension Term does not fall on the first day of a calendar month, the Extension Rent and any other monthly charge for any period between the Rent Commencement Date and the first day of the following calendar month shall be apportioned on a per diem basis and shall be payable upon the first day of the Extension Term.

(e) Notwithstanding any other provision of the Lease, the City’s maximum payment obligation, will not exceed ONE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,475,000.00) (the “Maximum Contract Amount”).

4. **USE:**

(a) The Leased Premises are to be used and occupied by the City for providing temporary shelter to migrants in connection with the Migrant Crisis and for no other purposes (the “Permitted Use”). The City 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 or regulations of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. Further, the City shall not use the Leased Premises in any manner or purpose that would render any insurance thereon void or the insurance risk more hazardous, or would cause structural injury to the improvements, or would constitute a public or private nuisance or waste, or are in any way inconsistent with, or contrary to, the mission or teachings of the Lessor and its affiliates or the Roman Catholic Church, and the City agrees that it will promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use. For the avoidance of doubt, the City shall be solely and exclusively responsible for any acts or omissions of any of its employees, contractors, agents, guests and invites, including all migrants on the Leased Property.

(b) At least ten (10) business days prior to the Commencement Date, the City will provide Lessor with an operational plan to the reasonable satisfaction of Lessor regarding the Permitted Use of the Leased Premises to ensure proper staffing and operational management of the Leased Premises by the City. The City acknowledges and agrees that the number of migrants on the Leased Premises will at no times exceed 300 people. The City agrees to comply with such

plan for the Term and not make any material alterations or changes to the plan without first discussing such changes with Lessor. The parties acknowledge that the City intends to contract with a third party service company (“Service Provider”) to provide various operational and management services on the Leased Premises during the Term. As a condition to hiring any Service Provider, (i) Lessor will be added to such Service Provider’s insurance policy(ies) in connection with such services as an additional insured; (ii) City’s contract with any Service Provider must include explicit language that Service Provider will comply with the terms of this Lease. The City states that the City shall be responsible for all actions or inactions of the Service Provider with respect to the Leased Premises and the City will remain fully liable and obligated for all terms and conditions of this Lease. The Service Provider may not be changed without the prior written consent of Lessor, not to be unreasonably withheld.

(c) In no event is any person, including the City and its agents, employees, invitees, or visitors, be permitted to cook on the Leased Premises or use any cooking equipment or appliances on the Leased Premises, including but not limited to any hot plates, rice cookers, kettles, toasters, microwaves, ovens or grills; provided, however, that the City may engage a professional vendor to use the commercial kitchen on the Leased Premises for catering services so long as such vendor maintains insurance from financially sound and reputable insurance companies in such types and amounts custom for such industry and Lessor is listed as an additional insured on such policies. The City shall ensure that the commercial kitchen is secured and guests shall not have access to the same. In no event may any person, including the City and its agents, employees, invitees, or visitors, be permitted to use the commercial laundry facilities, however, that the City may engage a professional vendor to use the commercial laundry facilities on the Leased Premises for laundry services so long as such vendor maintains insurance from financially sound and reputable insurance companies in such types and amounts custom for such industry and Lessor is listed as an additional insured on such policies and such vendor is approved in Lessor’s reasonable discretion. The City and its guests may use the residential laundry facilities where they presently exist. The City, Service Provider or their guests shall not interfere with the Archdiocese quiet enjoyment of the Excluded Property. City and Service Provider shall ensure the Leased Premises, Property, and surrounding grounds shall remain in a clean and orderly condition and free from any unattended personal property. In no event shall City or Service Provider allow for the formation,

construction or erection of any structures or camps on the Leased Premises, Property or surrounding grounds.

(d) The City shall obtain and use its own furniture, fixtures and equipment. Notwithstanding the foregoing any furniture, fixtures and equipment that Lessor leaves within the Leased Premises may be used by City and its guests, unless otherwise provided herein.

(e) The City and Service Provider shall abide by, observe, and enforce the rules and regulations attached hereto as **Exhibit D** for the operation and maintenance of the Leased Premises. Lessor shall have the right to amend such rules and regulations from time to time. Nothing contained in this Lease shall be construed to impose upon Lessor any duty or obligation to enforce such rules and regulations, and Lessor shall not be liable to City or Service Provider for violation of the same by any of City or Service Provider's employees, agents, business invitees, licensees, customers, clients, family members or guests.

5. **“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, including, without limitation, warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, and Lessor 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. The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the “ADA”), establish requirements, under Title III of the ADA (“Title III”) pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Leased Premises depending on, among other things: (1) whether Lessee's business operations are deemed a “place of public accommodation” or a “commercial facility”; (2) whether compliance with such requirements is “readily achievable” or “technically infeasible”; and (3) whether a given alteration affects a “primary function area” or triggers so-called “path of travel” requirements. The parties further acknowledge and agree that Lessee has been provided an opportunity to inspect the Leased Premises to a degree sufficient to determine whether or not the Leased Premises, in their condition as of the date hereof, deviate in any manner from the ADA Accessibility Guidelines (“ADAAG”) or any other requirements under the ADA pertaining to the accessibility of the Leased

Premises. Lessee further acknowledges and agrees that Lessee accepts the Leased Premises in “as-is” condition and agrees that Lessor makes no representation or warranty as to the condition of the Leased Premises, including whether the Leased Premises conforms to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Leased Premises or the use, status or condition of any elevators on the Leased Premises.

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

7. **MAINTENANCE, REPAIRS AND OPERATIONS COSTS AND CHARGES:**

(a) Subject to Section 9 below, the City will, at its sole cost and expense, maintain the Leased Premises and make repairs, restorations, and replacements to the Leased Premises, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, plumbing systems and the fixtures and appurtenances to the Leased Premises as and when needed to preserve them in good working order and condition, regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of the City, its agents, employees, invitees, visitors, and contractors subject to the Maximum Contract Amount. However, the City shall not be responsible for making any repairs caused by Lessor's gross negligence or willful misconduct or for any Structural Improvements (as defined below). The City at its own option and expense may repair the elevators, any refrigerators, and/or the air conditioning system, any such optional repairs shall not be a part of the Max Contract Price. Pursuant to Section 23 below, City shall have a limited right to access portions the mechanical building and the east side of the garage on the north side of the campus of the Excluded Property in conjunction with City's Permitted Use and City's obligations hereunder, including but not limited to City's maintenance and repair obligations.

(b) Lessee shall pay for and be responsible for, as Additional Rent, the following: real property taxes, if any, all day to day utility, insurance (pursuant to Section 18), operations and maintenance costs, including but not limited to water, gas, sewer, heat, light, power, storm water assessment, janitorial on all business days, snow removal, HVAC, plumbing, utilities, lighting, exterior litter pick-up, pest control, fire system, telephone service, lawn and ground care, maintenance of mechanical systems and the building exterior (excluding Structural

Improvements, as defined below), and all other services supplied to the Leased Premises. All utilities and other services related to the Leased Premises, except for landscaping and snow removal will be contracted by and/or under City's name, and no utilities or other services will be under Lessor's name except to the extent explicitly set forth in this Lease. All utilities and any services contracted under City's name will not be subject to the Maximum Contract Amount. Landscaping and snow removal work will remain in Lessor's name and will be billed to Lessee as Additional Rent. Notwithstanding the foregoing, Lessee shall provide an invoice to Lessor's Facilities Director, Michael McKee at Michael.McKee@archden.org, Lessor agrees to reimburse Lessee in the amount of \$2,500 each month to cover any utilities that may have supplied the Excluded Property during such month.

8. **SECURITY:** The City shall pay for and provide a sufficient number of off-duty Denver Police Department police officers or qualified private security guards to be on the Leased Premises during all hours of the day (i.e., 24/7 during the Term and any holdover by the City or the City's guests). The parties understand that Lessor is not providing any on-site security guard to the Leased Premises, such obligation to be the sole responsibility of the City.

9. **IMPROVEMENTS AND ALTERATIONS:**

The City will not make any repairs, alterations, additions or improvements (collectively, "Improvements") in excess of \$5,000 to the Leased Premises without the prior written consent of Lessor. Any Improvements to the Leases Premises are subject to this Section 9.

(a) The City, at its own cost and expense, shall be responsible for all Improvements to the Leased Premises other than structural Improvements to the foundations, exterior walls and roof ("Structural Improvements"), which will be the responsibility of Lessor, at Lessor's cost and expense; provided, however, that the City's maximum obligations with respect to expenditures for Improvements under the Lease will be capped at \$200,000 (the "Lessee Cap") and subject to the Maximum Contract Amount. In the event of a Material Improvement (defined below), Lessor shall pay, up to \$50,000 per System Category (as defined below) (the "Lessor Cap"), for the Material Improvement, provided that the City has already paid \$50,000 for the Material Improvement for that particular System Category. Lessor will not be obligated to reimburse the City for any Material Improvements or otherwise once the Lessor Cap is reached, provided that upon such event, either Party may terminate this Lease upon thirty (30) days' notice to the other Party. The City and Lessor acknowledge and agree that there is no air conditioning at the Leased Premises

nor will air conditioning be provided. For purposes hereof, A "Material Improvement" is an Improvement approved by Lessor that costs more than \$50,000 in the aggregate per System Category that impede in any material respect the City's Permitted Use of the Leased Premises. For purposes hereof, "System Category" is defined as a distinct system located within the Leased Premises, which includes but is not limited to the plumbing system, the electrical system, the HVAC system (excluding the air conditioning system) and the life safety system, which does not include elevators. Notwithstanding the foregoing, Lessor's maximum liability for any particular System Category is the Lessor Cap.

(b) Prior to the commencement of any Improvements, the City shall deposit with Lessor certificates from an insurance company acceptable to Lessor, evidencing workmen's compensation coverage, and insurance coverage in amounts satisfactory to Lessor and protecting Lessor against public liability and property damage to any person or property, on or off the Leased Premises, arising out of and during the making of the Improvements. Any Improvements by the City shall be done in a good and workmanlike manner in compliance with any applicable governmental law, statute, ordinance or regulation. Notwithstanding the foregoing, City may use its own employees and equipment provided that said employees and equipment are covered under City's self insurance policies.

(c) Other than the Lessor's obligation to reimburse the expenses up to the Lessor Cap in connection with this Section 9, the City will be solely responsible for the performance of all Improvements to the Leased Premises other than Structural Improvements. Any further work or expense that is necessitated from any alterations or Improvements made by the City shall be the obligation and liability of the City; for example, any Improvement that would require the City to perform further work to achieve ADA compliance shall be at the sole cost and expense of the City. The City shall promptly pay all costs and expenses of any Improvements other than Structural Improvements (provided that the Lessor will reimburse the City for Major Improvements up to the Lessor Cap) and shall promptly attain a waiver of lien from all persons receiving any payment and their subcontractors, employees and suppliers of materials for any Improvements in excess of \$5,000 and City shall provide proof of such waiver to Lessor. The City shall discharge all liens filed against the Leased Premises arising out of any alteration Improvements. In the event of City's failure to pay a lien and Lessor discharges the lien then Lessor is entitled to receive from City all reasonable costs and expenses incurred in discharging the lien plus reasonable attorney fees, or in

the event of City's failure to pay a lien Lessor may hold City in material breach of this Lease. City shall procure and pay for all permits and licenses required in connection with any Improvements of the Leased Premises.

(d) Any Improvements shall, at Lessor's option, become part of the realty and belong to Lessor upon the expiration or earlier termination of the Lease, except for furniture, removable equipment and trade fixtures if and to the extent any of such furniture, removable equipment and trade fixtures were paid for by the City.

10. **ENTRY BY LESSOR:** Except in the event of an emergency, Lessor, and Lessor's affiliates, employees, agents and contractors, shall be permitted at all reasonable times during business hours to enter into and upon the Leased Premises (a) upon not less than 24 hours prior notice, to inspect the Leased Premises (including to determine necessary repairs) and to otherwise ensure compliance with this Lease, and (b) upon not less than 24 hours prior notice for any purposes connected to its Planned Purposes, including for purposes of inspection and planning of the Planned Purposes. Notwithstanding the foregoing, Lessor shall retain its right to access the Excluded Property as is permitted under Section 23.

11. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the expiration or earlier termination of this Lease, City shall deliver the Leased Premises to the Lessor in the same condition as the Leased Premises were in at the beginning of the Lease Term, ordinary wear and tear excepted; and City shall remove all of City's movable furniture and other effects. Further, for the avoidance of doubt, upon the expiration or earlier termination of the Lease, the City will be solely responsible for the removal of, and shall remove, all migrants from the Leased Premises, at the sole cost and expense of the City.

12. **LOSS OR DAMAGE:**

a. If the Leased Premises, through no fault or neglect of City, its agents, its employees, invitees, or visitors 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, the lease shall continue in full force and effect. In the event such repairs cannot be made within 90 days, the City may elect to terminate this Lease. In the event of the total destruction of the Leased Premises, or partial destruction or damage to all or a portion of the Leased Premises which renders the affected areas not suitable for the City's Permitted Use and the Lessor elects not to consent to the repair of the Leased Premises in accordance with Section 9 above, without fault or neglect of the City, its

agents, employees, invitees, or visitors, at the election of either party, all rent and other payment obligations owed up to the date of such destruction shall be paid by the City and this Lease shall terminate. The proceeds of any casualty insurance maintained on the Leased Premises shall be paid to and become the property of Lessor, subject to any obligation of Lessor to cause the Leased Premises to be repaired and restored. Lessor's obligation to repair and restore the Leased Premises provided in this section is limited to the repair and restoration that can be accomplished with the proceeds of any casualty insurance maintained on the Leased Premises.

b. By virtue of provisions of Colorado law, the City does not have the authority to, and shall not, indemnify a contractor; provided, however, the City agrees to reimburse Lessor for loss, liability or expense ("Losses") up to a maximum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** for all Losses of Lessor under this Lease regardless of nature, including, but not limited to individual or class claims arising in tort, contract or statute, that arises out of or relates to: (i) the City's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the City is established by a court of law or where settlement has been agreed to between the City and Lessor, or (ii) third party claims brought against Lessor that result from or arise out of this Lease. Notwithstanding the foregoing, nothing in this Section 12(b) shall limit or restrict Lessor for exercising any or all of its available remedies under this Lease. This provision shall not be construed to limit the City's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Lease. This provision shall not be construed to limit the sovereign immunity of the City arising out of its status as an instrumentality of a sovereign state or entity, or under the Eleventh Amendment to the United States Constitution.

13. **HAZARDOUS SUBSTANCES:** The City shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by City, City's agents, employees, contractors, or invitees. Without limitation of the foregoing, if City causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, City 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 Leased Premises. City shall first obtain Lessor'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.

14. **HOLDING OVER:** The City and its guests have no right to retain possession of the Leased Premises or any part thereof beyond the expiration or earlier termination of this Lease. If after the expiration of the Term of this Lease, the City or its guests shall remain in possession of the Leased Premises or any part thereof, and the City shall continue to pay Additional 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 City's occupancy and the City will pay to Lessor \$200,000 a month as holdover rent ("Holdover Rent"). Holdover Rent will be due and payable on the first day of the month. Such holding over may be terminated by the City or Lessor upon ten (10) days' notice. Nothing contained in this section shall be construed to give the City the right to hold over at any time, and Lessor may exercise any and all rights and remedies at law or in equity to recover possession of the Leased Premises, as well as any damages incurred by Lessor due to the City's failure to vacate the Leased Premises and deliver possession to Lessor as herein provided. The City agrees to fully cooperate with Lessor in the removal of guests at the conclusion of the Term.

15. **REMEDIES UPON BREACH:** The City will be in default under this Lease in the event that (a) the City shall default in the payment of any monetary obligation hereunder and such default continues for ten (10) days after notice from Lessor; (b) the City vacates or abandons the Leased Premises; (c) any default in the performance of any of the terms, covenants, obligations or conditions in this Lease contained on the part of the City to be kept or performed and such default continues for a period of thirty (30) days after written notice and demand. Upon any event of default by the City, Lessor shall have the right, at Lessor's election, then or any time thereafter, to exercise any one or more of the following remedies, provided exercise of any of these remedies shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Lessor at law or in equity: (i) declare the Term of the Lease ended; (ii) terminate the City's right to possession of the Leased Premises and reenter and repossess the Leased Premises; (iii) recover all present and future damages, costs, and other relief to which Lessor is entitled; (iv) pursue Lessor's lien remedies; (v) pursue breach of contract remedies; and

(vi) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a default prior to expiration of the Term, the City shall remain responsible for the payment obligations under this Lease, subject to Lessor's duty to mitigate such damages. Each right and remedy of Lessor in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or later exercise by Lessor of any other such rights or remedies. All such rights and remedies are cumulative and nonexclusive.

16. **TERMINATION BY THE CITY:** 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 is in breach of its obligations set forth in this Lease. 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 has completed such actions within ninety (90) days, this Lease will not be terminated. Determination of whether a cure has been effected shall be at the sole discretion of the Director of Real Estate.

17. **NONDISCRIMINATION:** In connection with Lessor's performance of work under the Lease (if any), the Lessor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessor shall insert the foregoing provision in all contracts hereunder for work on the Leased Premises.

18. **LESSOR'S INSURANCE:** The Parties agree that due to the City's status as a municipal entity and inability to indemnify Lessor for certain breaches under this Lease, Lessor is required to obtain additional insurance as a part of this Lease. In light of the foregoing, Lessor has obtained, at the City's expense, the following insurance policies: (a) general liability policy in the amount of \$2,000,000 in the aggregate (b) excess liability coverage, in the aggregate amount of \$5,000,000; (c) excess liability coverage, in the aggregate amount of \$5,000,000; and (d) property and casualty coverage based on a scheduled value in an allocated amount of \$38,700,000

(collectively, the "City Funded Policies"). Lessee understands and agrees that the insurance described in this Section will not cover Lessee's personal property, merchandise, stock in trade, trade fixtures, or equipment in or about the Leased Premises. Lessor shall have the right and separate from the City Funded Policies to obtain additional policies of insurance at Lessor's own expense. Notwithstanding the foregoing and after the Commencement Date, City shall have the right to review any additional insurance procurement or replacement of City Funded Policies of which City is expected to pay for prior to placement of the same. In the event of early termination the City shall not be eligible for any reimbursement or refund of any insurance costs or payments as described herein.

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

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 Lessor may assign, sublet or transfer its rights under this Lease without the written consent of the City. The City shall not assign, sublet or transfer its rights under this Lease without first obtaining the written consent of Lessor, which may be held in Lessor sole and absolute discretion. Notwithstanding the foregoing, Lessor acknowledges and agrees that any third-party service providers of City that may occupy and use the Leased Premises for the Permitted Use shall not constitute a sublet, transfer or assignment requiring the consent of Lessor.

22. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessor's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease (to the extent in the possession or control of Lessor). Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the

Lease or expiration of the applicable statute of limitations (provided all documents and information will be subject to Lessor's document retention policies, which will not be modified by this section). When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of any applicable laws, including state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276 to the extent applicable to Lessor.

23. **EXCLUDED PROPERTY**: The Parties agree that Lessor has the right to continue to use the Excluded Property. The City grants Lessor and its affiliates, and their respective officers, directors, employees, agents, invitees and guests, access during the Term to use to the Leased Premises for purposes of ingress and egress to the Excluded Property (which, for the avoidance of doubt, includes the parking lot). Lessor shall work with the City to minimize any impact upon the Permitted Use in connection with Lessor's Use of the Excluded Property. The Parties acknowledge that Lessor is in negotiation for a cellular tower on top of the Leased Premises; Lessor shall maintain the right of ingress and egress to the roof as Excluded Property, for the installation and repair and maintenance of a cellular tower. Lessor grants the City a limited right to access portions the mechanical building and the east side of the garage on the north side of the campus of the Excluded Property in conjunction with City's Permitted Use and City's obligations hereunder, including but not limited to City's maintenance and repair obligations.

24. **COMMUNICATION COORDINATION**: Each Party shall not correspond with or otherwise contact or respond to the press or media or make press or media announcements without notifying and coordinating in good faith with the other Party.

25. **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 which make technical, minor, or non-substantive changes to this Lease so long as the same are executed by Lessor. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the

future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

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

27. **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.

28. **THIRD PARTIES:** This Lease 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.

29. **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:	Archdiocese of Denver Charitable Trust c/o Archdiocese of Denver Attn: Executive Director of Real Estate and Construction 1300 S. Steele Street Denver, CO 80210
With copies to:	Lewis Roca Rothgerber Christie LLP Attn: A.J. Martinez 1601 19 th Street, Suite 1000 Denver, CO 80202-2995

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.

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

31. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party 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.

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

33. **CONFLICT OF INTEREST BY CITY OFFICER:** City represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner 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.

34. **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.

35. **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.

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

37. **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.

38. **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.

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

40. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

41. **LIABILITY OF LESSOR:** Lessee waives and releases any claims Lessee may have against Lessor or Lessor's affiliates and each their respective officers, members, managers, agents or employees for loss, damage or injury to person or property sustained by Lessee or Lessee's officers, agents, employees, guests, invitees or anyone claiming by, through or under Lessee, resulting from any cause whatsoever other than Lessor's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained in this Lease, Lessor, its affiliates, members, managers, officers, agents, employees, successors and assigns, shall not be personally liable with respect to any of the terms, covenants and conditions of this Lease, and

Lessee shall look solely to the equity of Lessor in the Leased Premises in the event of any default or liability of Lessor under this Lease, such exculpation of liability to be absolute and without any exception whatsoever. All personal property belonging to Lessee that is in or on the Leased Premises shall be there at the risk of Lessee and Lessor shall not be liable for any damage thereto or for the theft or misappropriation thereof.

42. **TIME OF ESSENCE**: Except as specifically otherwise set forth in the Lease, time is of the essence with respect to each and every obligation of the parties hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202371934-00
THE ARCHDIOCESE OF DENVER

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-202371934-00
THE ARCHDIOCESE OF DENVER

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 duly executed this Lease Agreement effective on the Effective Date.

LESSOR:

ARCHDIOCESE OF DENVER,

a Colorado corporation sole,



By:

Name: Keith A. Parsons,

Title: Attorney in fact for the Most Reverend Samuel J. Aquila,
STL Archbishop of Denver

Signature Date: Dec 14, 2023

[Signatures continue on the next page]

Exhibit A

The Leased Premises

[See attached]

Exhibit A-1

WEST 30TH AVENUE

NEWTON STREET

WEST 29TH AVENUE

Excluded Property

LANDSCAPE SCENARIOS.
(LAWNS, TREES.)

STEEL SECURITY FENCE AROUND PROPERTY.

EXISTING TREES TO REMAIN.

TO BE REMOVED BY CONTRACTOR

EXISTING RUMBLE HOUSE

EXISTING CORE FACILITY

NEW 3 STORY DINING

RESIDENT ONE FACILITY

RESIDENT TWO FACILITY

RESIDENT THREE FACILITY

RESIDENT FOUR FACILITY

RESIDENT FIVE FACILITY

RESIDENT SIX FACILITY

RESIDENT SEVEN FACILITY

RESIDENT EIGHT FACILITY

RESIDENT NINE FACILITY

RESIDENT TEN FACILITY

RESIDENT ELEVEN FACILITY

RESIDENT TWELVE FACILITY

CHURCH
ALB-TYPE/ARTS

RESIDING
CONCRETE
REINFORCED
EFFECTIVE
JAN. 18/17

EXITING
4TH FLOOR
ALL FLOOR

CHURCH
ALB-TYPE/ARTS

NEW 3 STORY DINING
RESIDENT ONE FACILITY

RESIDENT TWO FACILITY

RESIDENT THREE FACILITY

RESIDENT FOUR FACILITY

EXITING GARAGE
BUSINESS 1500
TYPE II - 14K

SERVICE YARD
RAMP TO
SERVICES
ENTRY

CHURCH
ALB-TYPE/ARTS

NEW 3 STORY DINING
RESIDENT ONE FACILITY

RESIDENT TWO FACILITY

RESIDENT THREE FACILITY

RESIDENT FOUR FACILITY

RESIDENT FIVE FACILITY

CHURCH
ALB-TYPE/ARTS

RESIDING
CONCRETE
REINFORCED
EFFECTIVE
JAN. 18/17

EXITING
4TH FLOOR
ALL FLOOR

CHURCH
ALB-TYPE/ARTS

NEW 3 STORY DINING
RESIDENT ONE FACILITY

RESIDENT TWO FACILITY

RESIDENT THREE FACILITY

RESIDENT FOUR FACILITY

CHURCH
ALB-TYPE/ARTS

RESIDING
CONCRETE
REINFORCED
EFFECTIVE
JAN. 18/17

EXITING
4TH FLOOR
ALL FLOOR

CHURCH
ALB-TYPE/ARTS

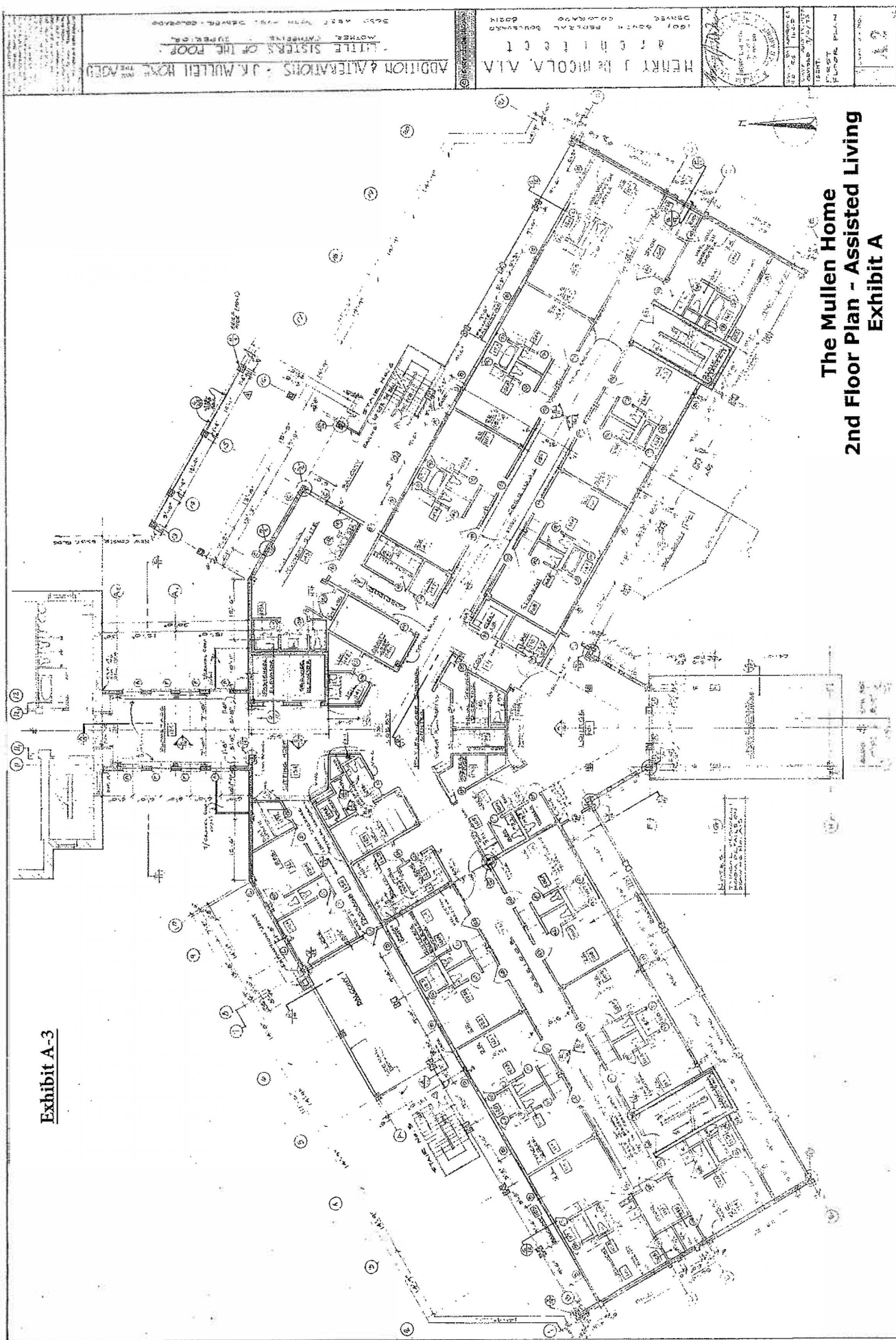
NEW 3 STORY DINING
RESIDENT ONE FACILITY

RESIDENT TWO FACILITY

RESIDENT THREE FACILITY

RESIDENT FOUR FACILITY

Exhibit A-3

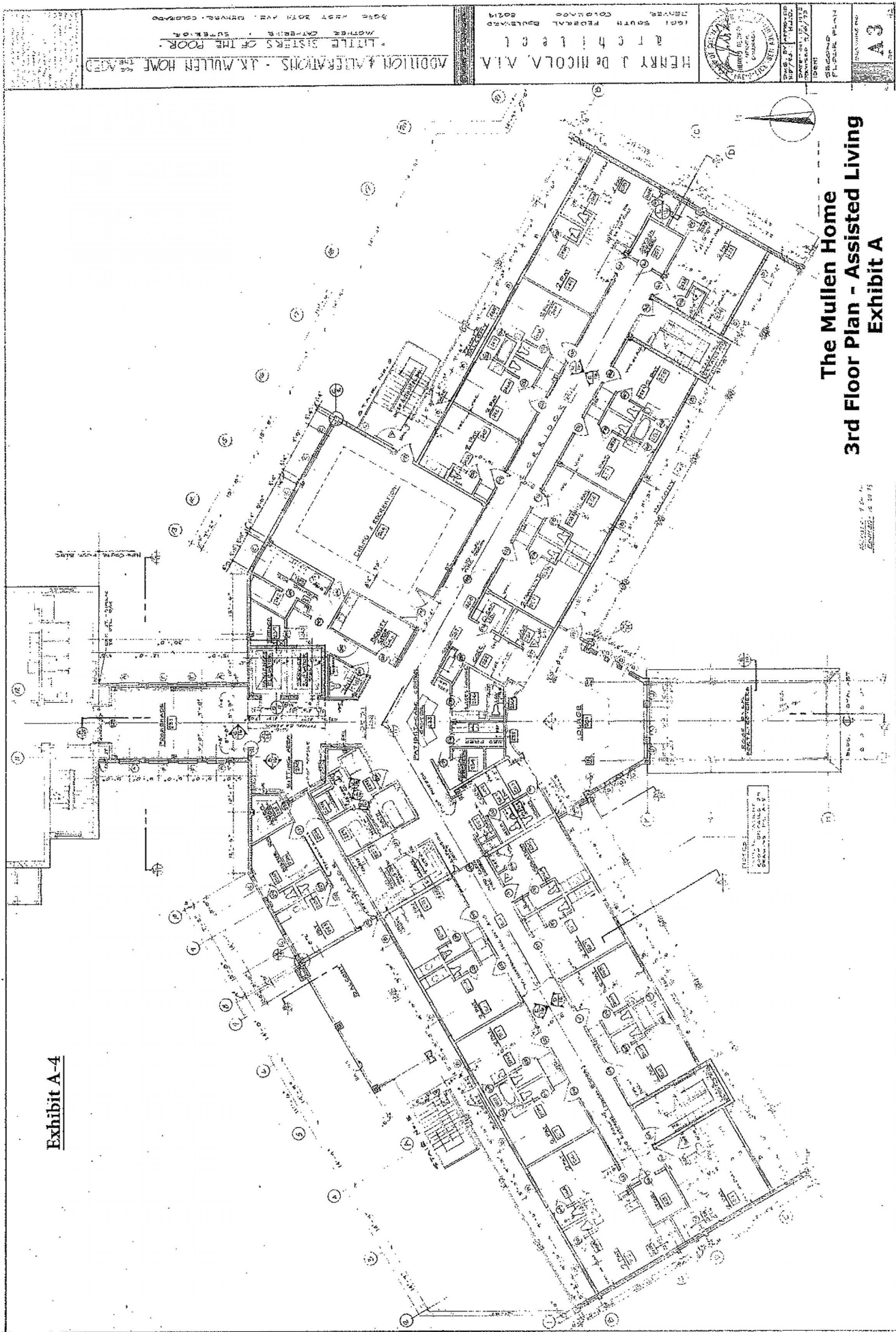


**The Mullen Home
2nd Floor Plan - Assisted Living
Exhibit A**

ADDITION & ALTERATIONS - J.R. MULLEN HOME FOR THE AGED
LITTLE SISTERS OF THE POOR
ARCHT. FIRM
DESIGNED BY
HENRY J. BRICOLA, AIA
PROJECT

1001 SOUTH CENTRAL BOULEVARD
DENVER, COLORADO 80202
PHONE 333-1111
FLOOR PLAN 2
1987
DATE
1001 SOUTH CENTRAL BOULEVARD
DENVER, COLORADO 80202
PHONE 333-1111
FLOOR PLAN 2
1987
DATE

Exhibit A-4

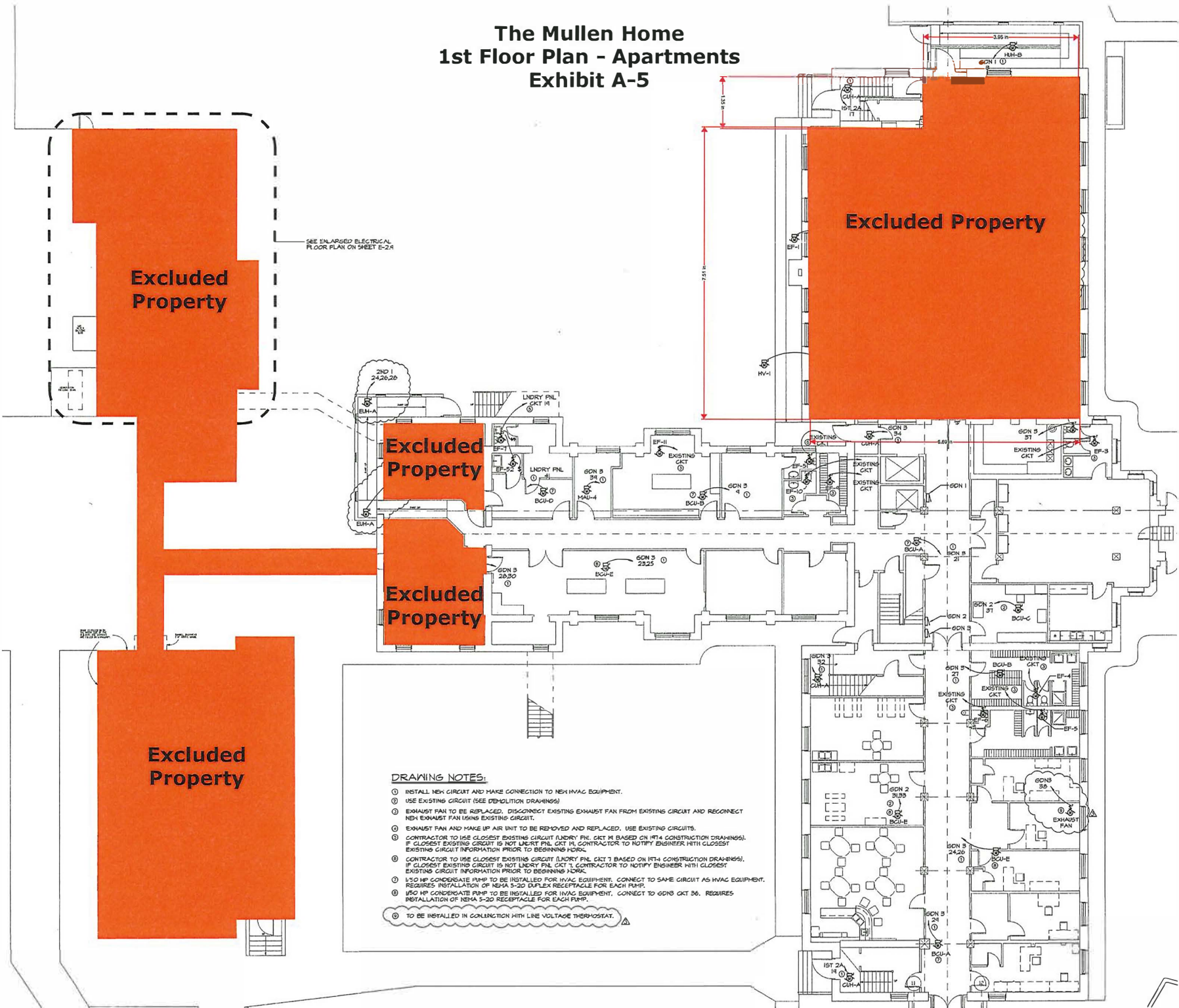


**The Mullen Home
3rd Floor Plan - Assisted Living
Exhibit A**

SCALE: 1/8" = 1'-0"
DATE: 12/16/75

ADDITION & ALTERATIONS - J.K. MULLEN HOME
LITTLE SISTERS OF THE POOR
NOTICE: CONTRACTOR TO SUPPLY
1601 SOUTH FEDERAL BOULEVARD
DENVER, COLORADO 80202
DATE: 12/16/75
DRAWN BY: J. De NICOLA
CHECKED BY: J. De NICOLA
PROJECT: 1601 SOUTH FEDERAL BOULEVARD
SHEET: 1601 SOUTH FEDERAL BOULEVARD
A3

The Mullen Home 1st Floor Plan - Apartments Exhibit A-5



SEE ENLARGED ELECTRICAL FLOOR PLAN ON SHEET E-24

Excluded Property

Excluded Property

Excluded Property

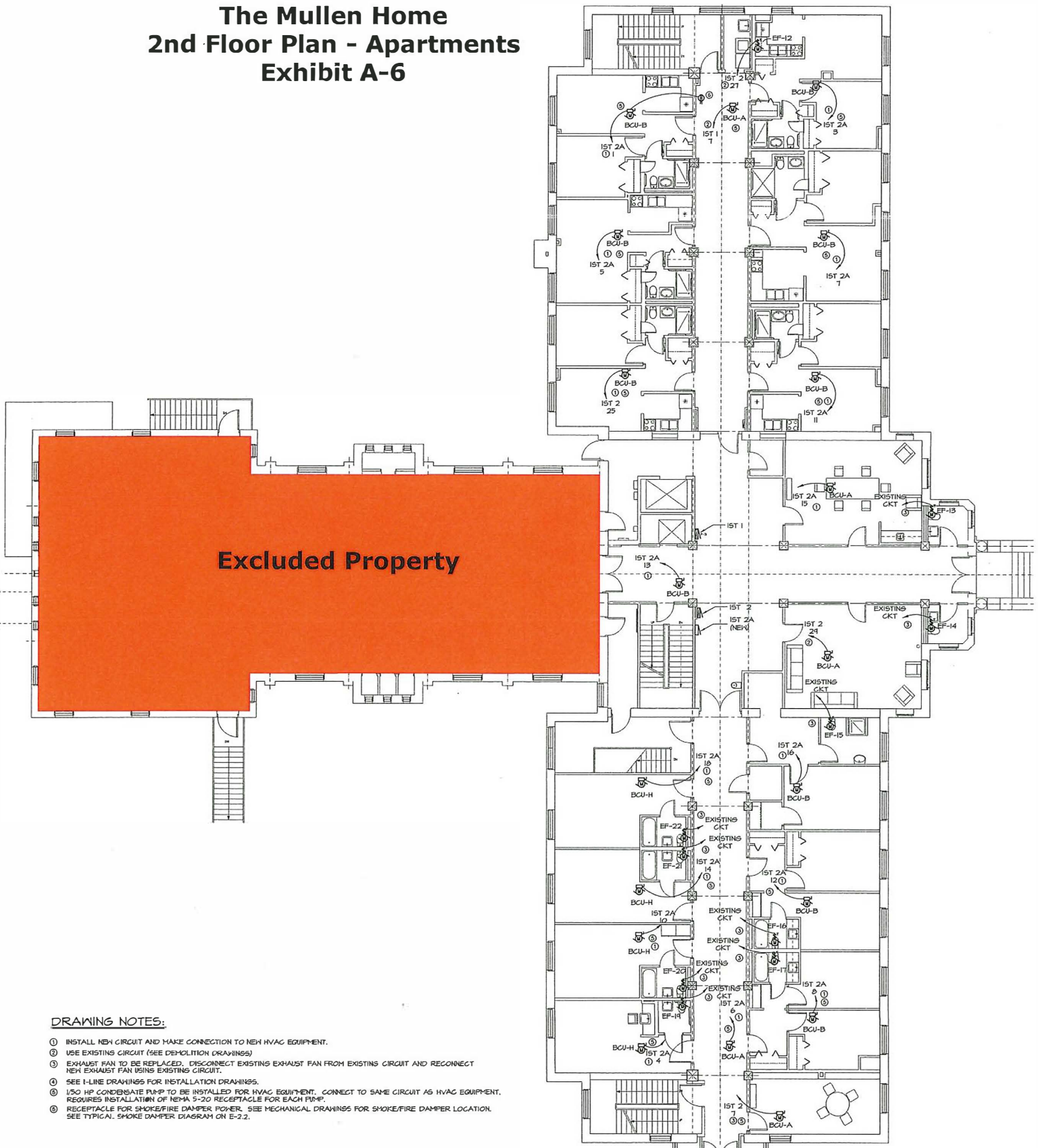
Excluded Property

Excluded Property

DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ EXHAUST FAN AND MAKE UP AIR UNIT TO BE REMOVED AND REPLACED. USE EXISTING CIRCUITS.
- ⑤ CONTRACTOR TO USE CLOSEST EXISTING CIRCUIT (LNDRY PNL, CKT R BASED ON 1974 CONSTRUCTION DRAWINGS). IF CLOSEST EXISTING CIRCUIT IS NOT LNDRY PNL, CKT R, CONTRACTOR TO NOTIFY ENGINEER WITH CLOSEST EXISTING CIRCUIT INFORMATION PRIOR TO BEGINNING WORK.
- ⑥ CONTRACTOR TO USE CLOSEST EXISTING CIRCUIT (LNDRY PNL, CKT T BASED ON 1974 CONSTRUCTION DRAWINGS). IF CLOSEST EXISTING CIRCUIT IS NOT LNDRY PNL, CKT T, CONTRACTOR TO NOTIFY ENGINEER WITH CLOSEST EXISTING CIRCUIT INFORMATION PRIOR TO BEGINNING WORK.
- ⑦ 1/2 0 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 DUPLEX RECEPTACLE FOR EACH PUMP.
- ⑧ 1/2 0 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO GDNB CKT 36. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.
- ⑨ TO BE INSTALLED IN CONJUNCTION WITH LINE VOLTAGE THERMOSTAT.

The Mullen Home 2nd Floor Plan - Apartments Exhibit A-6



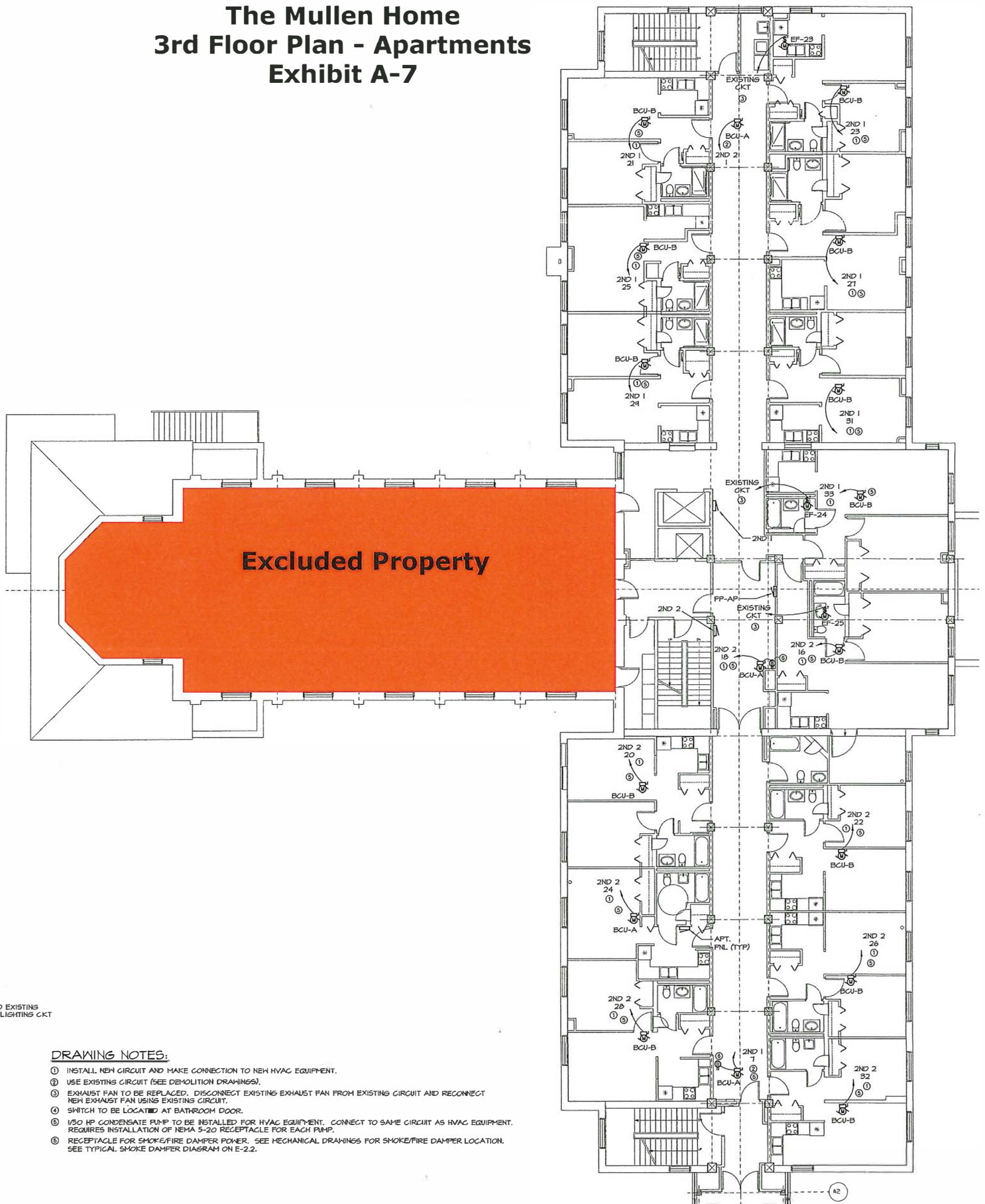
DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ SEE I-LINE DRAWINGS FOR INSTALLATION DRAWINGS.
- ⑤ 1/50 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.
- ⑥ RECEPTACLE FOR SMOKE/FIRE DAMPER POWER. SEE MECHANICAL DRAWINGS FOR SMOKE/FIRE DAMPER LOCATION. SEE TYPICAL SMOKE DAMPER DIAGRAM ON E-2.2.

The Mullen Home

3rd Floor Plan - Apartments

Exhibit A-7



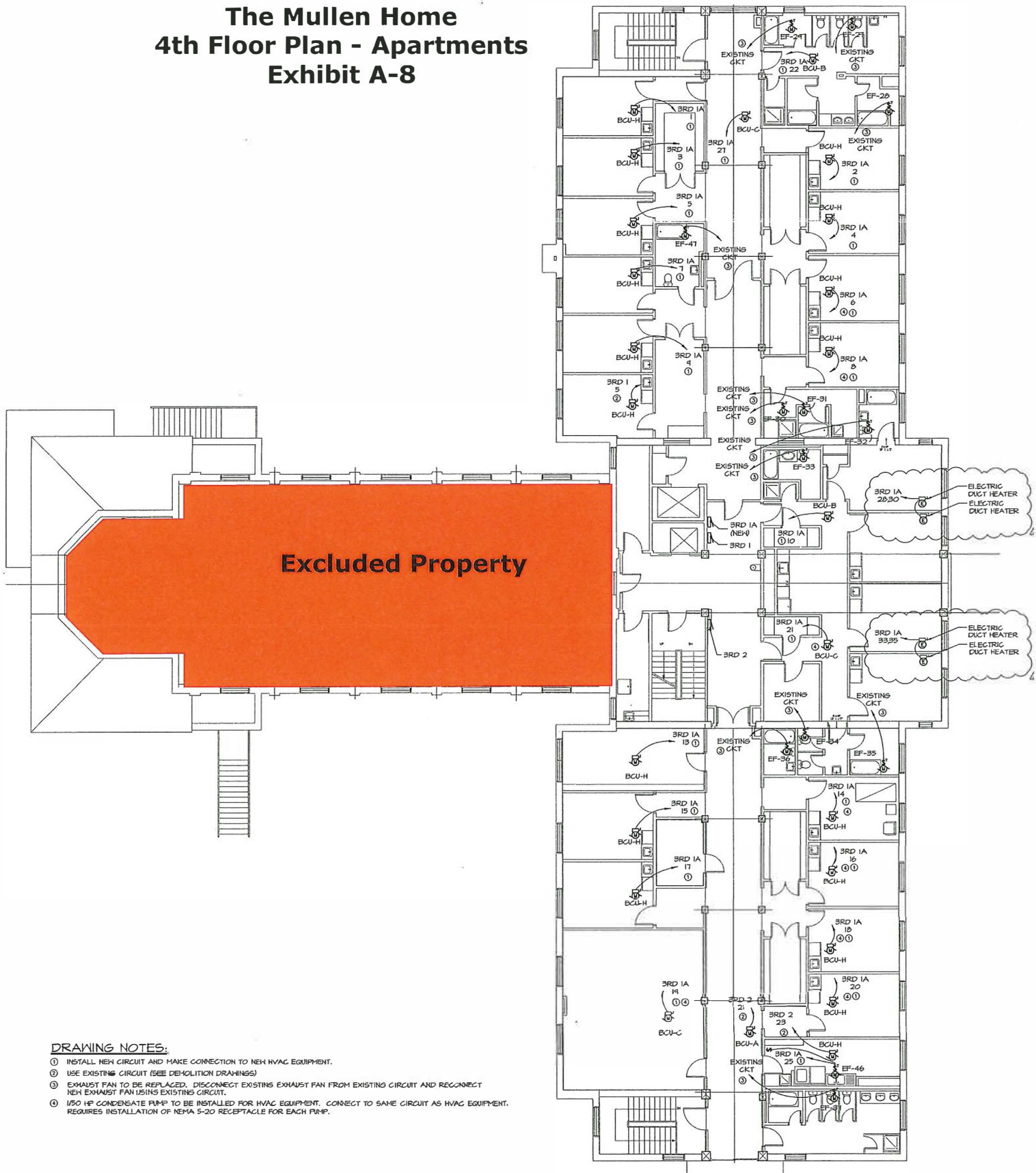
Excluded Property

CONNECT TO EXISTING
HALLWAY LIGHTING CKT

DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS).
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ SWITCH TO BE LOCATED AT BATHROOM DOOR.
- ⑤ 1/20 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.
- ⑥ RECEPTACLE FOR SMOKE/FIRE DAMPER POWER. SEE MECHANICAL DRAWINGS FOR SMOKE/FIRE DAMPER LOCATION. SEE TYPICAL SMOKE DAMPER DIAGRAM ON E-2.2.

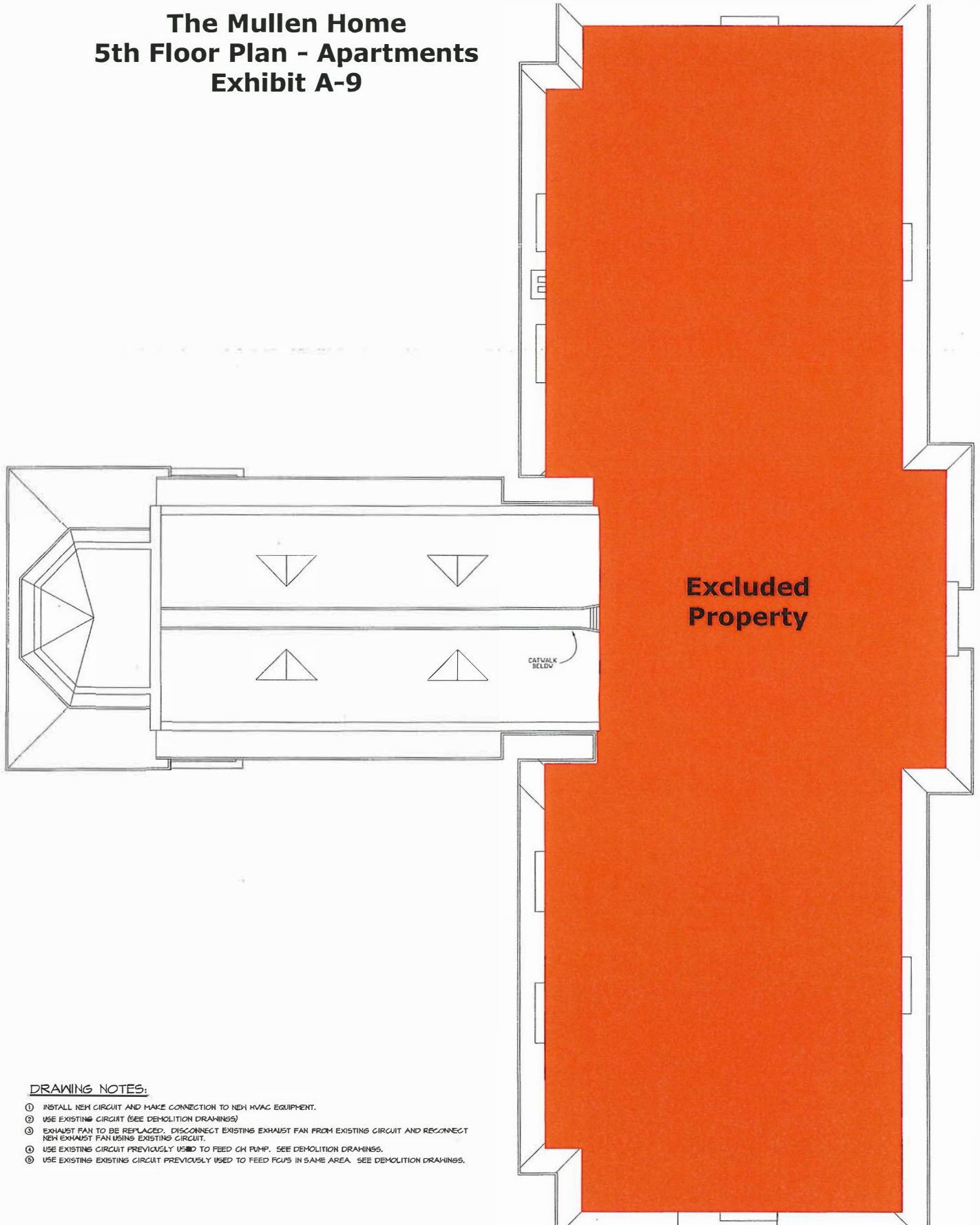
The Mullen Home 4th Floor Plan - Apartments Exhibit A-8



DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ 1/20 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.

**The Mullen Home
5th Floor Plan - Apartments
Exhibit A-9**



DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ USE EXISTING CIRCUIT PREVIOUSLY USED TO FEED CH PUMP. SEE DEMOLITION DRAWINGS.
- ⑤ USE EXISTING EXISTING CIRCUIT PREVIOUSLY USED TO FEED FCUS IN SAME AREA. SEE DEMOLITION DRAWINGS.

Exhibit B

Form of Commencement Date Memorandum

MEMORANDUM OF COMMENCEMENT DATE

THIS MEMORANDUM OF COMMENCEMENT DATE is entered into on _____, 2023, by The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007 (“Lessor”) and City and County of Denver, a municipal corporation and home rule city of the State of Colorado (“Lessee”).

A. Lessor and Lessee have previously executed that certain Lease Agreement dated _____, 2023 (the “Lease”), pursuant to which Lessor has leased to Lessee certain property described on Exhibit A to the Lease.

B. Pursuant to the Lease, Lessor and Lessee have agreed to execute this Memorandum of Commencement Date to confirm the Commencement date of the Lease Term.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Commencement Date of the Lease occurred on _____, 2023, and shall expire on _____, 202_, subject to Lessee’s right to renew the Lease in accordance with the terms and conditions of the Lease.

2. Except as may have been amended above, Lessor and Lessee ratify and confirm the Lease in all respects. This Memorandum of Commencement Date may be executed in one or more counterparts, and any number of which having been signed by all the parties hereto shall be taken as one original.

LESSOR:

LESSEE:

Exhibit C

Transfer Amendments

[See Attached]

Exhibit C-1

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "**Fourth Amendment**") is dated as of _____, 20__ ("**Fourth Amendment Effective Date**"), by and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "**City**") and the ARCHDIOCESE OF DENVER, a Colorado corporation sole ("**Archdiocese**") whose address is 1300 S. Steele Street, Denver, Colorado 80210, as trustee for the benefit of Our Lady of Guadalupe Parish ("**Parish**"), whose address is 1209 W. 36th Avenue, Denver, Colorado (Archdiocese and Parish generally referred to below as "**Lessee**"). City and Lessee are each referred to individually as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

A. The City and the Lessee entered into that certain Lease and Agreement dated August 23, 1995 and amended November 3, 2000, as further amended by that certain Second Revival and Amendatory Lease Agreement dated April 6, 2010, as further amended by that certain Third Revival and Amendatory Lease Agreement dated August 10, 2020, (collectively, the "**Lease**") to permit certain city-owned vacant real property located at the southeast corner of 36th Street and Kalamath Street, Denver, Colorado (the "**Leased Property**"), to be used by the Parish as a parking area to accommodate parishioners, guests and other invitees of the Parish for Mass and other Parish events and gatherings;

B. The City and Archdiocese as trustee for The Church of All Saints are also parties to that certain Cooperative Agreement dated June 11, 1997 ("**Church Property Lease**"), for certain property owned by Archdiocese as more particularly described therein (the "**Church Property**");

C. The City and the Archdiocese are also parties to that certain Lease Agreement dated _____, 2023, ("**Mullen Home Lease**") for portions of the property located at 3629 W. 29th Street, Denver, Colorado, known commonly as "Mullen Home," which includes 74,047 square feet of a residential care facility situated on a 359,000 square foot parcel ("**Mullen Home Property**") in which the City and Archdiocese have agreed that as consideration and in lieu of base rent the City and the Archdiocese will exchange the Leased Property and the Church Property; and

D. The City and Archdiocese desire to modify the Lease by providing the mechanisms by which the City shall grant the Leased Property to the Archdiocese and to terminate the Lease, as hereinafter set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions; Recitals.** The foregoing recitals are deemed to be true and accurate in all respects and are hereby incorporated into and made an integral part of this Fourth Amendment. Capitalized terms used in this Fourth Amendment shall have the same meanings as ascribed to them in the Lease, unless otherwise expressly defined in this Fourth Amendment.

2. **Property Exchange Date.** Upon the date that is six (6) months from the Commencement Date under the Mullen Home Lease (the "**Exchange Date**"), City shall convey to Archdiocese fee simple title to the Leased Property by a quitclaim deed, in a form substantially similar to **Exhibit A** attached hereto and incorporated herein ("**Transfer Deed**"), free and clear of all liens and encumbrances by, through or under the City except for taxes and assessment for the year of the exchange and such other matters as approved by the Archdiocese (the "**Permitted Exceptions**") and shall execute for the benefit of Archdiocese such bills of sale or assignments that are necessary to convey the property rights or other non-real estate portions of the Leased Property including all leases, licenses, and concession agreements. Upon the Exchange Date, City shall present the Transfer Deed to Archdiocese and Archdiocese may record. Upon the recordation of the Transfer Deed, this Lease shall terminate. Notwithstanding the foregoing, in the event the Mullen Home Lease is terminated prior to the Exchange Date this Fourth Amendment shall be null and void. However, the Parties, upon mutual agreement, may elect to proceed with the land exchange in the event of the termination of the Mullen Home Lease.

3. **Diligence.** As part of its due diligence, Archdiocese shall have the right to obtain a survey and a title commitment at Archdiocese's sole cost and expense. The City shall cooperate with Archdiocese in obtaining any reasonable diligence materials with respect to the Leased Property. Thirty (30) days prior to the Exchange Date, City shall notify Archdiocese with respect to all planned easements or rights of way locations, if any. If as a part of the Archdiocese's due diligence, the Archdiocese concludes, in its sole discretion, that the Leased Property is not suitable for its continued use of the Leased Property, this Fourth Amendment shall be null and void.

4. **Exchange Costs.** The City, as grantor, shall pay the cost of: obtaining and recording any releases of any mortgages and the cost of any Owner's Title Policy. Archdiocese, as grantee, shall pay the cost of (a) any stamp, transfer taxes or documentary fee imposed by law, and any transfer fee required under any title documents, (b) recordation of the deed, and (c) any cost of any other title endorsements required by Archdiocese. The Parties shall share equally the escrow fees and closing costs charged by the closing agent for the closing, if any. All other closing costs shall be apportioned according to prevailing local custom in for commercial real estate closings in the metropolitan area where the Leased Property is located. Each party shall pay its own legal fees.

5. **General Provisions.**

a. *No Brokers.* The parties represent and warrant each to the other that no broker or finder has been engaged by either party in connection with the transaction contemplated herein, and no person now claims or will claim any commission, finder's fee or other compensation by, through, under or as a result of any relationship with such party because of such transactions.

b. *Further Instruments.* Each party hereto shall from time to time execute and deliver such further instruments as the other party, the title company (if any) or its counsel may reasonably request to effectuate the intent of the property exchange contemplated herein.

c. *Headings.* Article and Section headings used in this Fourth Amendment are for convenience of reference only and shall not affect the construction of any provision of this Fourth Amendment.

d. *Negation of Partnership.* Nothing herein contained shall be construed to create a partnership or joint venture or fiduciary status between the parties.

e. *Severability.* If any provision of this Fourth Amendment or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Fourth Amendment or the application of such

provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

f. *Authority.* Each Party represents that its signatory hereto has the authority to execute and deliver this Fourth Amendment on behalf of the Party for which such signatory is acting, and that upon the execution by such signatory, this Fourth Amendment is binding on behalf of the Party for which such signatory is acting and enforceable against such party in accordance with its terms.

g. *Governing Law.* The provisions of the Lease relating to governing law, forum selection and jury trial waiver (if any) are incorporated herein by reference as if fully set forth herein.

h. *Effect of Fourth Amendment.* Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall govern and control. Each reference in the Lease to itself shall be deemed also to refer to the Lease as modified by this Fourth Amendment.

i. *Effectiveness.* The submission of this Fourth Amendment shall not constitute an offer, and this Fourth Amendment shall not be effective and binding unless and until fully executed and delivered by every Party hereto.

j. *Defined Terms.* Any capitalized terms used in this Fourth Amendment that are not defined herein, but are defined in the Lease, will have the meanings assigned to such terms in the Lease.

k. *Time is of Essence.* Time is of the essence herein.

l. *Examination of Records.* Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease (to the extent in the possession or control of Lessor). Lessee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations (provided all documents and information will be subject to Lessor's document retention policies, which will not be modified by this section). When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessee to make disclosures in violation of any applicable laws, including state or federal privacy laws. Lessee shall at all times comply with D.R.M.C. 20-276 to the extent applicable to Lessee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment to Lease effective on the Fourth Amendment Effective Date.

ARCHDIOCESE:

ARCHDIOCESE OF DENVER,

a Colorado corporation sole,

By: 

Name: Keith A. Parsons,

Title: Attorney in fact for the Most Reverend Samuel J. Aquila,
STL Archbishop of Denver

Signature Date: Dec 14, 2023

[Signatures continue on next page]

CITY:

CITY AND COUNTY OF DENVER,

a municipal corporation of the State of Colorado

By: _____

Name: _____

Title: _____

Signature Date: _____, 20__

[End of signature pages]

Exhibit A

Form of Quitclaim Deed: Deed from City to Archdiocese

QUITCLAIM DEED

(_____)

THIS QUITCLAIM DEED, is made this ____ day of _____, 20__, between the CITY AND COUNTY OF DENVER a municipal corporation (“Grantor”), and The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007, whose address is 1300 S. Steele Street, Denver, CO 80210 (“Grantee”).

WITNESS, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, it successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A-1 and A-2**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

Exhibit A-1

PARCEL 1:

THE REAR OR EASTERLY 56.8 FEET OF LOT 1 AND THE REAR OR EASTERLY 56.8 FEET OF THE NORTH HALF (N 1/2) OF LOT 2, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

THE WEST 68.2 FEET OF LOT 1, AND THE WEST 68.2 FEET OF THE NORTH 1/2 OF LOT 2, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 3:

THE SOUTH ONE-HALF (S 1/2) OF LOT 2, AND THE NORTH ONE-HALF (N 1/2) OF LOT 3, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 4:

THE NORTH 1/2 OF LOT 4 AND THE SOUTH 1/2 OF LOT 3, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 5A:

LOTS 5 AND 6, AND THE SOUTH 1/2 OF LOT 4, EXCEPT THAT PART DESCRIBED IN BOOK 6685 AT PAGE 378, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 5B:

THAT PART OF LOTS FOUR (4), FIVE (5) AND SIX (6), BLOCK ONE (1), SECOND VIADUCT ADDITION TO DENVER, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT FOUR (4), BLOCK ONE (1), SECOND VIADUCT ADDITION TO DENVER; THENCE SOUTH ALONG THE EAST LINE OF LOTS FOUR (4), FIVE (5) AND SIX (6) IN SAID BLOCK, TO THE SOUTHEAST CORNER OF LOT SIX (6) AFORESAID; THENCE WEST ON THE SOUTH LINE OF SAID LOT SIX (6) A DISTANCE OF 80.36 FEET; THENCE NOTHEASTERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF LOT FOUR (4), AFORESAID, DISTANT 0.64 FOOT WEST OF THE POINT OF BEGINNING; THENCE EAST 0.64 FEET TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO

Exhibit A-2

THOSE PARTS OF LOTS 28 TO 30 INCLUSIVE, BLOCK 1, SECOND VIADUCT
ADDITION TO THE CITY OF DENVER, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID BLOCK 1, AT A POINT THAT IS 22 FEET
WEST OF THE NORTHEAST CORNER OF SAID BLOCK, WHICH IS THE TRUE POINT
OF BEGINNING; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF LOT
28, SAID BLOCK 1; THENCE NORTH ALONG THE WEST LINE OF LOTS 28 TO 30 INC.,
TO THE NORTHWEST CORNER OF LOT 30, SAID BLOCK 1; THENCE EAST ALONG
THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 103 FEET TO THE POINT OF
BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Exhibit C-2

AMENDMENT TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO COOPERATIVE AGREEMENT (this "**Amendment**") is dated as of _____, 20__ ("**Amendment Effective Date**"), by and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "**City**") and the ARCHDIOCESE OF DENVER, a Colorado corporation sole ("**Archdiocese**" or "**Lessor**") whose address is 1300 S. Steele Street, Denver, Colorado 80210, as trustee for the benefit of Church of All Saints ("**Parish**"), whose address is 2559 S Federal Boulevard, Denver, Colorado (Archdiocese and Parish generally referred to below as "**Lessee**"), City and Lessee are each referred to individually as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

A. The City and the Lessee entered into an Agreement dated June 11, 1997 (the "**Lease**"), to permit certain church-owned vacant real property located at the corner of South Federal Boulevard and West Harvard Avenue, Denver, Colorado, as more particularly described therein (the "**Leased Property**"), to be used by the City as a part of a park facility;

B. The City and Archdiocese as trustee for Our Lady of Guadalupe Parish are also parties to that certain Lease and Agreement dated August 23, 1995 and amended November 3, 2000, as further amended by that certain Second Revival and Amendatory Lease Agreement dated April 6, 2010, as further amended by that certain Third Revival and Amendatory Lease Agreement dated August 10, 2020 ("**City Property Lease**"), for certain property owned by Archdiocese as more particularly described therein (the "**City Property**");

C. The City and the Archdiocese are also parties to that certain Lease Agreement dated _____, 2023, ("**Mullen Home Lease**") for portions of the property located at 3629 W. 29th Street, Denver, Colorado, known commonly as "Mullen Home," which includes 74,047 square feet of a residential care facility situated on a 359,000 square foot parcel ("**Mullen Home Property**") in which the City and Archdiocese have agreed that as consideration and in lieu of base rent the City and the Archdiocese will exchange the Leased Property and the Church Property; and

D. The City and Archdiocese desire to modify the Lease by providing the mechanisms by which the Archdiocese shall grant the Leased Property to the City and to terminate the Lease, as hereinafter set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions; Recitals.** The foregoing recitals are deemed to be true and accurate in all respects and are hereby incorporated into and made an integral part of this Amendment. Capitalized terms used in this Amendment shall have the same meanings as ascribed to them in the Lease, unless otherwise expressly defined in this Amendment.

2. **Property Exchange Date.** Upon the date that is six (6) months from the Commencement Date under the Mullen Home Lease (the "**Exchange Date**"), City shall convey to Archdiocese fee simple

title to the Leased Property by a quitclaim deed, in a form substantially similar to **Exhibit A** attached hereto and incorporated herein ("**Transfer Deed**"), free and clear of all liens and encumbrances by, through or under the City except for taxes and assessment for the year of the exchange and such other matters as approved by the Archdiocese (the "**Permitted Exceptions**") and shall execute for the benefit of Archdiocese such bills of sale or assignments that are necessary to convey the property rights or other non-real estate portions of the Leased Property including all leases, licenses, and concession agreements. Upon the Exchange Date, Archdiocese shall present the Transfer Deed to the City and the City may record. Upon the recordation of the Transfer Deed, this Lease shall terminate. Notwithstanding the foregoing, in the event the Mullen Home Lease is terminated prior to the Exchange Date this Amendment shall be null and void. However, the Parties, upon mutual agreement, may elect to proceed with the land exchange in the event of the termination of the Mullen Home Lease.

3. **Diligence.** As part of its due diligence, City shall have the right to obtain a survey and a title commitment at City's sole cost and expense. The Archdiocese shall cooperate with City in obtaining any reasonable diligence materials with respect to the Leased Property. If as a part of the City's due diligence, the City concludes, in its sole discretion, that the Leased Property is not suitable for its continued use of the Leased Property, this Amendment shall be null and void.

4. **Exchange Costs.** The Archdiocese, as grantor, shall pay the cost of obtaining and recording any releases of any mortgages and the cost of any Owner's Title Policy. City, as grantee, shall pay the cost of (a) any stamp, transfer taxes or documentary fee imposed by law, and any transfer fee required under any title documents, (b) recordation of the deed, and (c) any cost of any other title endorsements required by City. The Parties shall share equally the escrow fees and closing costs charged by the closing agent for the closing, if any. All other closing costs shall be apportioned according to prevailing local custom in for commercial real estate closings in the metropolitan area where the Leased Property is located. Each party shall pay its own legal fees.

5. **General Provisions.**

a. *No Brokers.* The parties represent and warrant each to the other that no broker or finder has been engaged by either party in connection with the transaction contemplated herein, and no person now claims or will claim any commission, finder's fee or other compensation by, through, under or as a result of any relationship with such party because of such transactions.

b. *Further Instruments.* Each party hereto shall from time to time execute and deliver such further instruments as the other party, the title company (if any) or its counsel may reasonably request to effectuate the intent of the property exchange contemplated herein.

c. *Headings.* Article and Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of any provision of this Amendment.

d. *Negation of Partnership.* Nothing herein contained shall be construed to create a partnership or joint venture or fiduciary status between the parties.

e. *Severability.* If any provision of this Amendment or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Amendment or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

f. *Authority.* Each Party represents that its signatory hereto has the authority to execute and

deliver this Amendment on behalf of the Party for which such signatory is acting, and that upon the execution by such signatory, this Amendment is binding on behalf of the Party for which such signatory is acting and enforceable against such party in accordance with its terms.

g. *Governing Law.* The provisions of the Lease relating to governing law, forum selection and jury trial waiver (if any) are incorporated herein by reference as if fully set forth herein.

h. *Effect of Amendment.* Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern and control. Each reference in the Lease to itself shall be deemed also to refer to the Lease as modified by this Amendment.

i. *Effectiveness.* The submission of this Amendment shall not constitute an offer, and this Amendment shall not be effective and binding unless and until fully executed and delivered by every Party hereto.

j. *Defined Terms.* Any capitalized terms used in this Amendment that are not defined herein, but are defined in the Lease, will have the meanings assigned to such terms in the Lease.

k. *Time is of Essence.* Time is of the essence herein.

l. *Examination of Records.* Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessor's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease (to the extent in the possession or control of Lessor). Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations (provided all documents and information will be subject to Lessor's document retention policies, which will not be modified by this section). When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of any applicable laws, including state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276 to the extent applicable to Lessor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to Lease effective on the Amendment Effective Date.

ARCHDIOCESE:

ARCHDIOCESE OF DENVER

a Colorado corporation sole,

By:  _____

Name: Keith A. Parsons,

Title: Attorney in fact for the Most Reverend Samuel J. Aquila,
STL Archbishop of Denver

Signature Date: Dec 14, 2023

[Signatures continue on next page]

CITY:

CITY AND COUNTY OF DENVER,

a municipal corporation of the State of Colorado

By: _____

Name: _____

Title: _____

Signature Date: _____, 20__

[End of signature pages]

Exhibit A

Form of Quitclaim Deed: Deed from Archdiocese to City

QUITCLAIM DEED

(_____)

THIS QUITCLAIM DEED, is made this ____ day of _____, 20__, between The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007, whose address is 1300 S. Steele Street, Denver, CO 80210 (“Grantor”), and the CITY AND COUNTY OF DENVER a municipal corporation (“Grantee”).

WITNESS, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, its successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

Exhibit A

LOTS 1 AND 2, BLOCK 7, SOUTHLAWN GARDENS, CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN INSTRUMENTS
RECORDED JUNE 3, 1964 IN BOOK 1521 AT PAGE 61, JULY 21, 1971 IN BOOK 355 AT
PAGE 446, AND FEBRUARY 27, 1981 IN BOOK 2331 AT PAGE 27.

Exhibit D

Rules and Regulations

1. Lessee and Service Provider shall keep the Premises and all portions of the property utilized by Lessee, its agents, employees, independent contractors, licensees and invitees, clean and shall not allow debris from the Leased Premises to collect in any of the halls, stairs, elevators, lobbies or other areas of the property. All trash shall be placed in appropriate containers designated for trash collection. Lessee and Service Provider shall not place or permit to be placed any trash outside of said containers. Lessee shall not place in any trash receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal without being in violation of any law or ordinance governing such disposal. Lessee shall use its best efforts to require its agents, employees, independent contractors, invitees and licensees to deposit all trash only in appropriate trash receptacles and to refrain from littering any portion of the Leased Premises and surrounding grounds with trash.

2. Lessee shall not do or permit or authorize to be done any act on or about the Premises which will obstruct or interfere with the rights of Lessor or annoy Lessor and surrounding neighbors in any way, including but not limited to, using any musical instruments, playing loud music, making loud noises, singing, using any bubble-making machine or organizing, authorizing, permitting or participating in any way in any public rallies, demonstrations or other gatherings. No reptiles, birds or animals of any kind shall be permitted in the Leased Premises or the property, except for any animals required for the assistance of visually or hearing impaired individuals or individuals with other disabilities.

3. Toilets, sinks, urinals, or other apparatus in the Leased Premises shall not be used for any purposes other than those uses for which they were constructed, and no sweepings, rubbish, rags, or other foreign substance of any kind shall be deposited therein. Any damage resulting from misuse of any toilets, sinks, urinals or other apparatus in the Leased Premises shall be repaired and paid for by the Lessee whose employees, guests or any of their employees, agents, visitors, licensees, or invitees may have caused such damage.

4. Lessee shall assume full responsibility for protecting the Leased Premises, Property and the contents thereof from theft, robbery, pilferage, vandalism, and other loss, except to the extent caused by the gross negligence or intentional acts or omissions of Lessor.

5. The lobbies, restrooms, courts, vestibules, paths, walkways, sidewalks, entrances, stairways, landings, corridors, and halls of the Leased Premises shall not be obstructed or used for any purpose other than ingress and egress. Lessor shall in all cases retain the right to control and prevent access to the Leased Premises and the Property by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation and interests of the Property; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals in the conduct of its Permitted Use within the Leased Premises (such as guests, suppliers and vendors, and the like) unless such persons are engaged in illegal activities. Neither Lessee nor any employee or invitee of any guest shall go upon the roof of the Leased Premises without the prior written consent of Lessor. Nothing shall be thrown out of the windows or doors or down the stairways of the Leased Premises.

6. Lessee assumes the risk and responsibility of moving its property in and out of the Property and the Leased Premises. Lessor shall not be responsible for loss or damage of any nature or from whatever cause to any of Lessee's personal property. Movement of Lessee's property in and out of the Premises shall be as directed by Lessor.

7. Lessor may take all reasonable measures it deems necessary for the safety and security of the Property and Leased Premises including, without limitation, evacuation for cause, suspected cause, or temporary denial of access to the Leased Premises. There shall be no abatement of rent and Lessor shall not be responsible for any damages resulting to Lessee from such action. Lessor reserves the right to exclude or expel from the Property any person who, in Lessor's judgment, is intoxicated, under the influence of alcohol or drugs, commits any act in violation of these Rules and Regulations or constitutes a security risk to the Property or the Leased Premises.

8. Lessee or Service Provider shall not engage or pay any employees on the Leased Premises except those actually working for Lessee or Service Provider on the Leased Premises nor advertise for laborers giving an address at the Leased Premises. The Leased Premises shall not be used for any improper, objectionable, or illegal purposes, as determined in Lessor's sole discretion. Parties acknowledge that nothing in this agreement shall permit the City or its Service Provider to violate any laws or regulations of the City and County of Denver, the State of Colorado, the United States, including but not limited to the First Amendment of the Constitution of the United States of America; provided that the City and its Service Provider shall take all reasonable actions and explore reasonable alternatives to prevent the use of the Leased Premises to be inconsistent with, or contrary to, the mission or teachings of the Lessor and its affiliates or the Roman Catholic Church.

9. Lessee shall not permit or keep in the Leased Premises any flammable, combustible, or explosive material, chemical or substance other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment and residential living facilities. Lessee shall not allow any smoke, dust, fumes, odors, gases, vapors or heat to be emitted from the Leased Premises. Lessee shall not use or keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Lessor by reason of noise, odors or vibrations, or interfere in any way with Lessor's use of the Excluded Property. Excluding Lessee's obligations under the Lease, Lessee shall not install or operate any engine or boiler machinery of any kind, nor carry on any mechanical business of any kind within the Leased Premises, without the express written consent of Lessor, which Lessor may withhold in its sole discretion.

10. No vehicle (including bicycles and motorcycles) belonging to Lessee or to Lessee's agents, guests, employees, or invitees shall be parked so as to impede or prevent ready access to the Property, or any entrance to or exit from the Property, or any sidewalks or walkways thereon.

11. Canvassing, soliciting, peddling and distribution of handbills or any other written material in the Property and Leased Premises are prohibited, and Lessee shall cooperate to prevent the same, excluding governmental pamphlets and/or materials intended which provide information on resources available to the migrants.

12. Lessee shall not place anything or allow anything to be placed near the glass of any window, door, partition, or wall of the Leased Premises which may, in Lessor's opinion, appear unsightly from outside the Premises. All drywall and wall partitions abutting the exterior portions of the Leased Premises shall be installed in such a manner that said drywall and wall partitions shall abut the mullions of the building in which they are located and not the glass windows of said building. No electric or other outlets or switches shall be installed on any of the window walls of the Premises or on any of the vertical penetrations of the Premises. Lessee, Service Provider and guests shall not mark, drive nails, screw or drill into the partitions, doors, woodwork or plaster or in any way deface the Property or the Leased Premises, or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations and except for usual and customary interior decorating and the installation of furniture, fixtures and telephones and electrical equipment. Lessee shall not affix any floor covering to the floor of the Premises in any manner except as approved by Lessor.

13. Lessee shall not install any sun screening, curtains, blinds, shades, screens, or other objects on any window or door of the Leased Premises without Lessor's prior written consent, which may be given or withheld in Lessor's reasonable discretion. All electric ceiling fixtures hung in the Leased Premises must be of a quality, type, design, and bulb color approved by Lessor.

14. Lessee shall (i) not waste electricity, water, or air conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of heating and air conditioning services for the Leased Premises and Property, (ii) comply with any governmental energy saving rules, laws or regulations, (iii) not permit anything to be done or brought onto the Leased Premises or the Property which would impair or interfere with the utility or other services, and (iv) promptly notify Lessor of any accidents, defects or malfunction in any of the utility services provided to the Leased Premises. All lights and water faucets and all of Lessee's office equipment in the Premises shall be turned off at night when such areas are not in use. For any default or carelessness in this regard Lessee shall make good all injuries sustained as a result thereof by other guests or occupants of the Leased Premises or Lessor.

15. Lessee shall not install or attach any radio or television antenna, satellite dish, loudspeaker, or other devices or projections on the roof or exterior walls of the Property or to any part of the Leased Premises which would, in Lessor's opinion, interfere with the communication facilities utilized by Property, or be unsightly.

16. Lessee shall have no rights or privileges to use the roof for any purposes other than protection from the elements. Furthermore, Lessee shall not place items of any sort on, about or through the roof nor shall Lessee allow its employees, agents or anyone acting on the behalf of Lessee to place items of any sort on, about or through the roof without the prior written permission of Lessor. All roof penetrations, except the cell tower, shall be performed by Lessor's contractor at Lessee's expense in a manner that will not violate any applicable warranty on the roof.

17. Should Lessee desire to place any unusually heavy equipment, including, but not limited to, large files, safes and electronic data processing equipment on the Leased Premises, it shall first obtain written approval of Lessor to place such items within the Leased Premises, for the proposed location for the installation of the same. Lessor shall have the right to prescribe the weight and position of any equipment that may exceed the weight load limits for the Leased

Premises, and may further require, at Lessee's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required and/or determine whether or not such equipment can be safely placed within the Leased Premises.

18. Lessee shall cooperate fully with the life safety plans for the Leased Premises as established and administered by Lessor from time-to-time, including participation by Lessee and guests and employees of Lessee in exit drills, fire inspections, life safety orientations and other programs relating to fire safety required or directed by Lessor.

19. Except with the prior written consent of Lessor, Lessee shall not use the Premises for manufacturing of any kind, or any business or activity other than that specifically provided for in the Lease.

20. Lessor may waive any one or more of these Rules and Regulations, but no such waiver by Lessor shall be construed as a waiver of other such Rules and Regulations nor prevent Lessor from thereafter enforcing any such other Rules and Regulations.

21. These Rules and Regulations are in addition to, and shall not be construed in any way to modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

22. Lessor reserves the right to rescind, alter or waive any of the provisions of these Rules and Regulations or add thereto when, in its judgment, the same is reasonably necessary or desirable for the reputation, safety, care or appearance of the Property, the operation and maintenance of the Property or the comfort of the owners, occupants or tenants of the Property.

23. Smoking is permitted in designated areas only. Lessee shall require employees and guests to smoke only in designated areas, and shall, to the best of Lessee's and its Service Provider's ability, prevent any persons from smoking in those non-designated areas.

24. Corridor doors, when not in use, shall be kept closed.

25. Lessee shall comply with all security procedures.

26. Lessee shall lock all doors of the Premises leading to corridors or the exterior.

Lessor reserves the right to rescind any of these Rules and Regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Property and Leased Premises, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such Rules and Regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.