

**PARKING AGREEMENT
FOR
ART HOTEL AND BROADWAY OFFICE BUILDING
(Cultural Center Parking Garage)**

THIS PARKING AGREEMENT (the “Agreement”) is made and entered into as of the date set forth on the City signature page (the “Effective Date”), by and between the **CITY AND COUNTY OF DENVER** (“City”), and **CPX BROADWAY DEVELOPERS, LLC**, a Colorado limited liability company (“Developer”).

RECITALS:

A. Developer is the owner of a parcel of certain real property (the “Broadway Avenue Parcel”) which is legally described on Exhibit A. Developer is also the owner of certain air rights (the “Broadway Parcel Air Rights”) which are legally described on Exhibit B. The Broadway Avenue Parcel and Broadway Parcel Air Rights were conveyed by the City to Museum Residences, LLC (“MR LLC”), Developer’s predecessor in interest, pursuant to that certain Bargain and Sale Deed recorded December 15, 2006 in the real property records of the City at Reception No. 1006198210. The Broadway Avenue Parcel and Broadway Parcel Air Rights are collectively described herein as the “Property”.

B. MR LLC purchased the Property from the City pursuant to that certain Option and Development Agreement (Denver Art Museum Co-Development Project) dated November 11, 2002 (the “Option Agreement”), between the City and Mile High Development, LLC, the predecessor in interest to MR LLC. All references herein to the Option Agreement shall refer to the Option Agreement as amended from time to time.

C. The Option Agreement granted MR LLC the option to purchase certain parking spaces in the Cultural Center Parking Garage (the “Garage”) which is adjacent to the Property. The option to acquire parking spaces in the basement and ramp of the Garage pursuant to the Option Agreement expired on June 30, 2013. Prior to its expiration, MR LLC acquired 85 parking spaces in the basement of the Garage.

D. Developer desires to build a hotel and office building (the “Project”) on the Property.

E. An amendment and restatement to the Planned Building Group (Denver Art Museum and Planned Co-Development) (the “PBG”) which will permit the development of Project, subject to the terms and conditions set forth of the PBG and the other permits and approvals required for the Project is being reviewed and is to be approved pursuant to the City’s regulatory requirements. The PBG has allocated to the Project (the “Zoning Parking Allocation”) two hundred thirty four (234) parking spaces in the Garage.

F. Developer desires to enter into this Agreement in order to (i) acquire certain parking spaces in the Garage from the City; (ii) secure certain long term parking rights in the

Garage from the City; and (iii) secure certain option rights to acquire additional parking spaces in the Garage from the City.

G. The parties intend for this Agreement to supercede any and all prior agreements or understandings which may have existed concerning parking for the Project, and without limiting the foregoing, shall supercede the now expired Section 4 of the Option Agreement; provided, that nothing herein shall amend any other provisions of the Option Agreement or any regulatory requirements.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Option to Purchase Parking Spaces. The City hereby grants to the Developer the options to purchase the following parking spaces owned by the City in the Garage at the price, and subject to the time frames, as follows:

(a) Museum Residences Parking Spaces. Developer shall have an option to purchase from the City six (6) parking spaces ("Museum Residences Parking Spaces") in the basement of the Garage for the adjacent Museum Residences residential development the earlier of the sale of the last residential unit in Museum Residences or December 31, 2020 at a price of \$27,083 per parking space, the locations of which are legally described on Exhibit C and depicted on Exhibit D. This option may be exercised in whole or in part.

(b) 5th Floor Parking Spaces and Project Access Areas. Developer shall have the option to purchase from the City fifty-nine (59) parking spaces (the "5th Floor Parking Spaces") on or before December 13, 2013 at a price of \$22,033 per parking space. The parking spaces shall be located on the fifth (5th) floor of the Garage in the location legally described on Exhibit C and depicted on Exhibit E. Two (2) of the fifty-nine (59) parking spaces, as depicted on Exhibit E, are attributable to the Project's access and shall not count toward the Project's Zoning Parking Allocation ("Project Access Areas"). The remaining fifty-seven (57) 5th Floor Parking Spaces shall count toward the Project's Zoning Parking Allocation. The Project Access Areas shall occupy only two (2) parking spaces. If additional parking spaces are needed for Project Access Areas, such additional parking spaces shall be purchased from the City at a price of \$22,033 per parking space. Developer may re-stripe the parking spaces on the 5th Floor of the Garage provided that the size and number of spaces on the 5th floor are not reduced. Such restriping shall be consistent with the Condominium Map and be completed by December 31, 2013 and shall be coordinated with the City's Parking Operations Division.

(c) Parking Spaces Available for Exchange. Developer shall have the option to exchange ("Exchange Option") with the City up to fifty-seven (57) of the 5th Floor Parking Spaces for (i) parking spaces in the Garage on the ramp leading from the 4th floor of the Garage to the 5th floor of the Garage, as legally described on Exhibit C and depicted on Exhibit F (the "Ramp Parking Spaces"), and/or (ii) Basement Parking Spaces (as defined in Section 1(d) below), the locations of which are legally described on Exhibit C and depicted on Exhibit D. The Exchange Option may be exercised on or before a date that is sixty (60) days after the date a final Certificate of Occupancy is received for the Project at a price of \$27,083 per parking space.

(d) Basement Parking Spaces. Developer shall have the option to purchase from the City up to an additional seventy-six (76) spaces (the "Basement Parking Spaces") in the basement of the Garage for the Project on or before December 31, 2017 at a price of \$27,083 per parking space, the locations of which are legally described on Exhibit C and depicted on Exhibit D.

(e) Exercise of Purchase Options. Developer, or its successor, shall exercise the foregoing options to purchase the 5th Floor Parking Spaces including the Project Access Areas, the Ramp Parking Spaces or the Basement Parking Spaces by giving the City's Director of the Division of Real Estate, the Parking Operations Division, and the Manager of Public Works not less than thirty (30) days' prior written notice to purchase any or all of the 5th Floor Parking Spaces including the Project Access Areas, Ramp Parking Spaces or Basement Parking Spaces. The purchase price shall be payable in good funds (except as provided in below). Each of the parking spaces subject to the foregoing option is, or shall be, legally described as a "Unit" pursuant to the Condominium Declaration of the Denver Cultural Center Parking Garage dated May 1, 2002 and recorded on May 15, 2002 under Reception No. 2002089003 (the "Garage Declaration") and the Condominium Map dated May 13, 2002 and recorded May 15, 2002 under Reception No. 2002089004 (the "Garage Condominium Map") for the Denver Cultural Center Parking Garage, as each has been amended from time to time, and shall be conveyed via quit claim deed.

(f) Payment for Parking Spaces. Developer may pay for parking spaces purchased pursuant to paragraphs 1(c) and (d) hereunder by (i) cash or good funds, (ii) exchanging one or more of the 5th Floor Parking Spaces (at a price of \$22,033 per space) for one or more of the Ramp Parking Spaces or Basement Parking Spaces (at a price of \$27,083), and with any shortfall in the purchase price (the difference between \$22,033 per parking space exchanged and \$27,083 per parking space of the Ramp Parking Spaces or Basement Parking Spaces) being paid by Developer to the City, or (iii) if Developer has paid all or any portion of the "Defeasance Payment" pursuant to Section 3 herein, any amounts paid by Developer shall be credited against the cost of parking spaces purchased by Developer under Section 1(c) or (d) above.

2. Option to Lease Parking Spaces. The City hereby grants to Developer the right to enter into a long term lease ("Long Term Lease") for spaces owned by the City (the "Long Term Parking Spaces") in the Garage. The substantially final form of the Long Term Lease is attached hereto as Exhibit G.

3. Signage. Developer shall not place any signage or equipment in the Garage, without the City's Parking Operations Division's prior written consent, which consent may not be unreasonably withheld.

4. Defeasance Payment. The construction of the Garage was funded through tax-exempt General Obligation Bonds and tax-exempt Certificates of Participation (collectively "Tax Exempt Funds"). In the event the City's Special Counsel determines, as confirmed by the City's Manager of Finance, that due to the existence of this Agreement, the Long Term Lease or the Project's use of parking spaces on the 1st through 4th floors of the Garage, the City is at risk of violating certain IRS regulations relating to preserving the tax exempt status of the Tax Exempt

Funds, the Manager of Finance shall notify Developer or its permitted successors and assigns. Within 45 days of such notice, Developer shall pay the City: (a) amounts necessary to defease the Tax Exempt Funds necessary to eliminate the risk; (b) any penalties imposed on the City; and (c) all costs of the City related to the defeasance (“Defeasance Payment”); provided, that, (i) in no event shall the Defeasance Payment exceed \$300,000 and (ii) the full amount of the Defeasance Payment may be used as a credit against the purchase of parking spaces as provided in paragraph 1(f) above. The City shall cooperate with the Developer and use good faith efforts to preserve the tax exempt status of the Tax Exempt Funds.

5. Notices. All notices, consents, requests or other communications (any of the foregoing, a “Notice”) given hereunder shall be in writing sent by electronic email, followed by a hard copy via hand delivery or reputable overnight courier addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section 8. Any Notice shall be deemed to have been received: (a) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), or (b) on the next business day, if sent by an overnight commercial courier, in each case addressed to the following parties:

City: Mayor
City and County of Denver
1437 Bannock, Room 350
Denver, Colorado 80202

Manager of Public Works
201 W. Colfax Avenue, Dept. 607
Denver, Colorado 80202

Parking Operations Division
201 W. Colfax Avenue, Dept. 508
Denver, Colorado 80202

Director of the Division of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, Colorado 80202

with a copy to: Denver City Attorney
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202
Attention: Karen Avilés

Developer: CPX Broadway Developers, LLC
c/o Corporex Colorado, LLC
188 Inverness Drive West, Suite 120
Englewood, Colorado 80112
Attention: Mark Witkiewicz

with a copy to: Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202
Attention: Bruce A. James

6. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

7. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado and the laws, rules and regulations of the City and County of Denver.

8. Captions for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

9. Exhibits. All exhibits, substantially in the form attached, to this Agreement are incorporated herein and are made a part hereto as if fully set forth herein.

10. Appropriation. Any obligations of City hereunder are subject to the prior appropriation of monies expressly made by the Denver City Council for such purposes and paid into the Treasury of the City.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, (i) the City shall not have the right to assign this Agreement without the prior written consent of Developer and (ii) the Developer shall not have the right to assign this Agreement without the consent of the City's Director of the Division of Real Estate and the Manager of Public Works, provided, that the Developer shall have the right, without the prior consent of, but with written notice to, the City's Director of the Division of Real Estate and the Manager of Public Works, to (i) assign this Agreement to any third party providing financing for the Project, (ii) an owner's association to be formed and which will own the Property as part of the Project and (iii) any party that owns all or any portion of the Project, it being contemplated that the uses in the Project will be owned as separate condominium units and owned by different third parties.

12. Appropriation. All obligations of the City hereunder are subject to the prior appropriation of funds by the Denver City Council and paid into the City Treasury for such purposes.

13. Inspection of Records. In addition to all rights the City has under C.R.S. 24-72-201, Developer agrees that the City, the City's Auditor and any authorized representative of the

City shall have the right, at all reasonable times and after reasonable notice, to examine all books and records, if any, which relate to this Agreement; provided, that the City acknowledges that the foregoing inspection rights shall not extend to any other books and records related to the Project that are unrelated to this Agreement.

14. No Discrimination. In connection with the performance of work under this Agreement, the Developer agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical and mental disability; and the Developer further agrees to insert the foregoing provision in all subcontracts hereunder.

15. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. The parties consent to the use of electronic signatures by the City. The Agreement and any other documents requiring a signature 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 this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

16. No Liability. No council member, official, officer, employee, agent or consultant of the City shall be personally liable under this Agreement.

17. Remedies. If a breach of this Agreement by Developer occurs, the City may seek any available remedy at law or in equity, including specific performance or injunction. If a breach of this Agreement by the City occurs, Developer's only remedy is to seek specific performance or injunction. Developer waives the right to seek all other remedies at law or in equity including damages.

18. Conflict of Interest. Developer shall not knowingly permit, any of the following persons to have any interest, direct or indirect, in this Agreement: A member of the governing body of the City or an employee of the City who exercises responsibility concerning this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals to be effective as of _____.

CITY:

ATTEST:

CITY AND COUNTY OF DENVER, a
Colorado municipal corporation

Clerk and Recorder, Ex-Officio Clerk for the
City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED

Denver City Attorney, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney


By: _____
Manager of Finance

By: _____
Controller

DEVELOPER:

CPX BROADWAY DEVELOPERS, LLC,
a Colorado limited liability company

By: Corporex Colorado, LLC, a Colorado limited
liability company, its Manager

By: 
Name: Mark J. Witkiewicz
Title: Senior Vice President

STATE OF COLORADO)
 Asamhoe)ss
~~CITY AND COUNTY OF DENVER~~)

The foregoing instrument was acknowledged before me this 14th day of October, 2013,
by Mark J. Witkiewicz, Senior Vice President of Corporex Colorado, LLC, as Manager of CPX
Broadway Developers, LLC.

Witness my hand and official seal.

My Commission Expires: 9/17/2017



Notary Public

<p>DORIS ANN ERICSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134068177 MY COMMISSION EXPIRES 09/17/2017</p>
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EXHIBIT A

Broadway Avenue Parcel

TRACT A:

A PARCEL OF LAND BEING A PORTION OF BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43;

THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 43 A DISTANCE OF 219.26 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE PEDESTRIAN ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002089000;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PEDESTRIAN ACCESS EASEMENT THE FOLLOWING THREE (3) COURSES:

(1) NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 54.53 FEET;

(2) NORTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 5.91 FEET;

(3) NORTH 73 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 9.82 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN RECEPTION NO. 2002088998;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY NORTH 72 DEGREES 59 MINUTES 44 SECONDS WEST A DISTANCE OF 0.33 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 217.93 FEET TO THE SOUTHWESTERLY CORNER OF THE PEDESTRIAN ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002089000;

THENCE ALONG THE SOUTHERLY LINE OF SAID EASEMENT SOUTH 67 DEGREES 07 MINUTES 55 SECONDS EAST A DISTANCE OF 48.78 FEET TO THE EAST LINE OF SAID BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 252.85 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 89 DEGREES 50 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 43 A DISTANCE OF 100.68 FEET TO THE POINT OF BEGINNING.

TRACT B:

A PARCEL OF LAND BEING A PORTION OF BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43;

THENCE SOUTH 89 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 43 A DISTANCE OF 319.94 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 43 A DISTANCE OF 292.31 FEET TO THE POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF THE VEHICULAR ACCESS EASEMENT, DESCRIBED IN RECEPTION NO. 2002088999;

THENCE NORTH 77 DEGREES 29 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 37.10 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN RECEPTION NO. 2002088998;

THENCE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 33.58 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 27.61 FEET TO SAID EAST LINE OF BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 32.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Broadway Parcel Air Rights

A PARCEL OF LAND SITUATED IN BLOCK 43, SUBDIVISION OF BLOCKS 43, 44, 45, 46, 57, 58, 59 AND 60 IN EVANS ADDITION TO DENVER, SAID PLAT ORIGINALLY RECORDED IN PLAT BOOK 1 AT PAGE 4 IN THE RECORDS OF ARAPAHOE COUNTY, AND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, THE POSITION OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN ELEVATION OF 5254.50 FEET AND EXTENDING VERTICALLY TO THE EXTENT OF THE BUILDING AND ITS APPURTENANCES;

THE HORIZONTAL ALIGNMENT COMMENCES AT THE SOUTHEAST CORNER OF SAID BLOCK 43;

THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST AND ALONG THE EAST LINE OF SAID BLOCK 43 A DISTANCE OF 252.85 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67 DEGREES 07 MINUTES 55 SECONDS WEST A DISTANCE OF 48.78 FEET;

THENCE NORTH 17 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 29.84 FEET;

THENCE SOUTH 77 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 37.10 FEET TO SAID EAST LINE OF BLOCK 43;

THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 39.46 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS IS THE WEST LINE OF SAID BLOCK 43 BEARING SOUTH 00 DEGREES 01 MINUTES 40 SECONDS EAST, AS PRESENTLY MONUMENTED BY A NAIL WITH BRASS DISK, PLS 27601, AT THE NORTH AND SOUTH ENDPOINTS.

FOR THE PURPOSE OF THIS AIR RIGHTS DESCRIPTION, THE TOP OF THE GROUND LEVEL CONCRETE FLOOR IN THE PARKING GARAGE IS ASSUMED TO BE AT AN ELEVATION OF 5243.00 FEET.

EXHIBIT C

Legal Descriptions

Museum Residences Parking Spaces:

Units P38, P39, P100, P101, P102, and P103 of the Denver Cultural Center Parking Garage, a condominium, City and County of Denver, State of Colorado according to the Second Supplemental Condominium Map recorded on July 5, 2012, at Reception No. 2012088432 in the City and County of Denver, State of Colorado.

5th Floor Parking Spaces:

Units P5-009 through P5-013,
Units P5-015 through P5-035,
Units P5-037 through P5-045,
Units P5-107 through P5-128 of the Denver Cultural Center Parking Garage, a condominium, City and County of Denver, State of Colorado according to the Third Supplemental Condominium Map recorded on _____, 2013, at Reception No. _____ in the City and County of Denver, State of Colorado.

Access between Project and Garage:

Unit 5A1 according to the Third Supplemental Condominium Map recorded on _____, 2013, at Reception No. _____, and the Second Amendment to the Condominium Declaration of the Denver Cultural Center Parking Garage recorded on _____, 2013, at Reception No. _____, in the records of the Clerk and Recorder of the City and County of Denver, State of Colorado.

Ramp Parking Spaces:

P5-129 through P5-183,
P5-015 and P5-016 of the Denver Cultural Center Parking Garage, a condominium, City and County of Denver, State of Colorado according to the Third Supplemental Condominium Map recorded on _____, 2013, at Reception No. _____ in the City and County of Denver, State of Colorado.

Basement Parking Spaces:

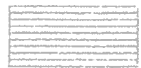

Units P4 through P35,
Units P104 through P110,
Units P0 and P00,
Units P127 through P135,
Units P137 through P139,
Units P141 through P145,
Units P148 through P164,
Unit P167, of the Denver Cultural Center Parking Garage, a condominium, City and County of Denver, State of Colorado according to the Second Supplemental Condominium Map recorded on July 5, 2012, at Reception No. 2012088432 in the City and County of Denver, State of Colorado.

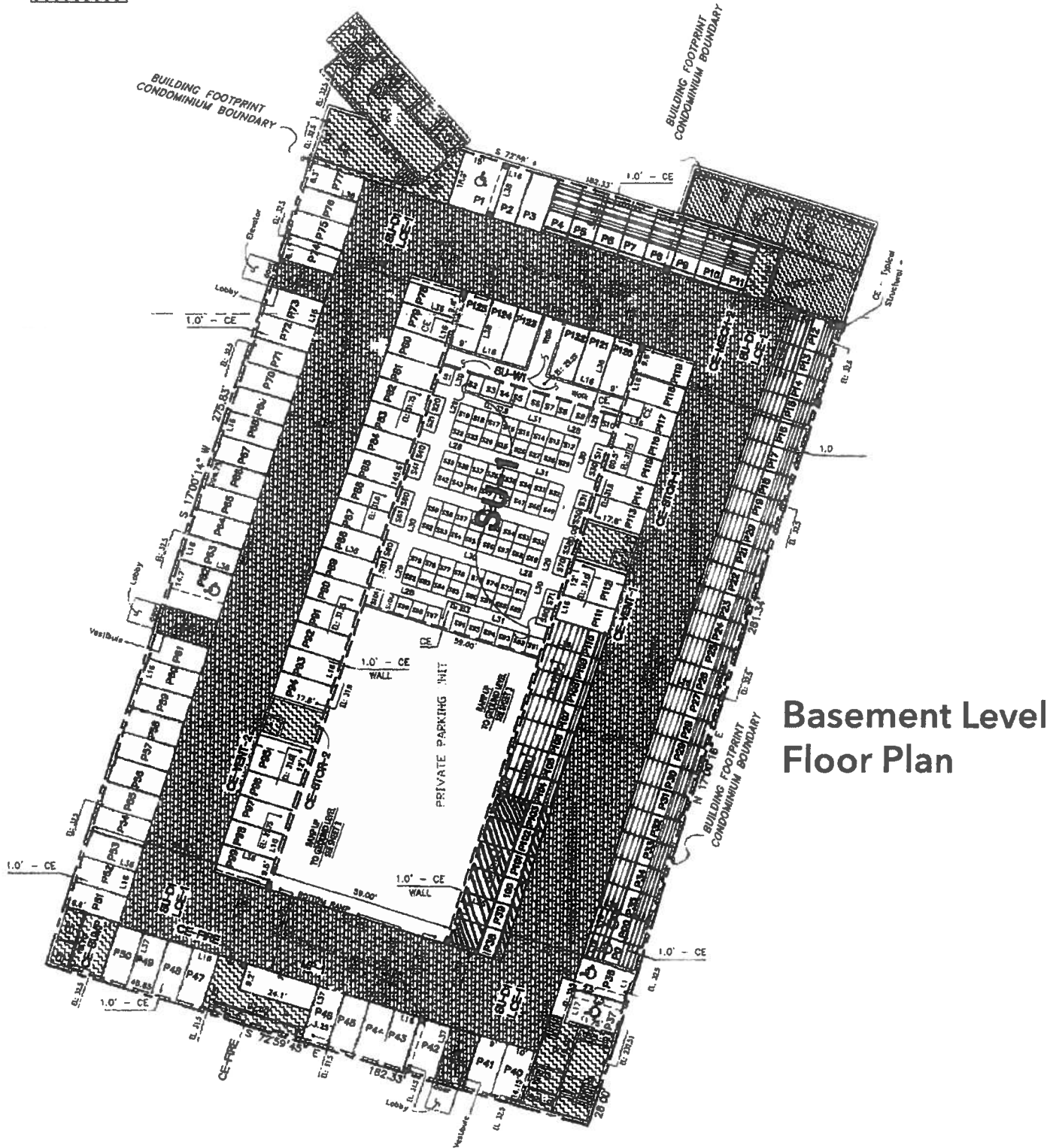
EXHIBIT D

Depiction of Museum Residences Parking Spaces and Basement Parking Spaces

(Attached)

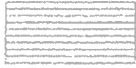
Depiction of Museum Residences Parking Spaces and Basement Parking Spaces (Exhibit D)

-  Basement Parking Spaces
-  Museum Residences Parking Spaces



Basement Level Floor Plan

Depiction of Museum Residences Parking Spaces and Basement Parking Spaces (Exhibit D)



Basement Parking Spaces

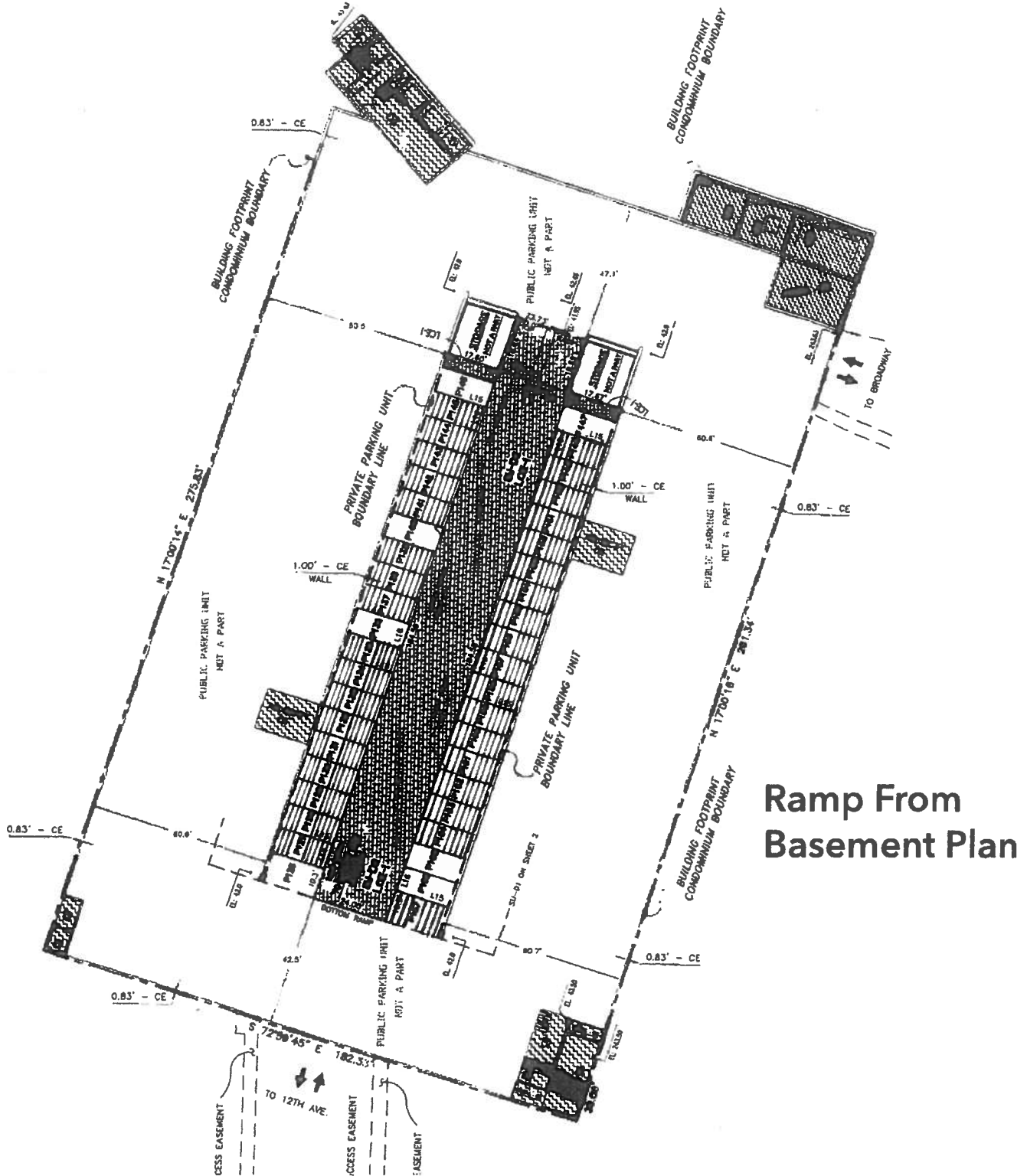


EXHIBIT E

Depiction of 5th Floor Parking Spaces and Project Access Areas

(Attached)

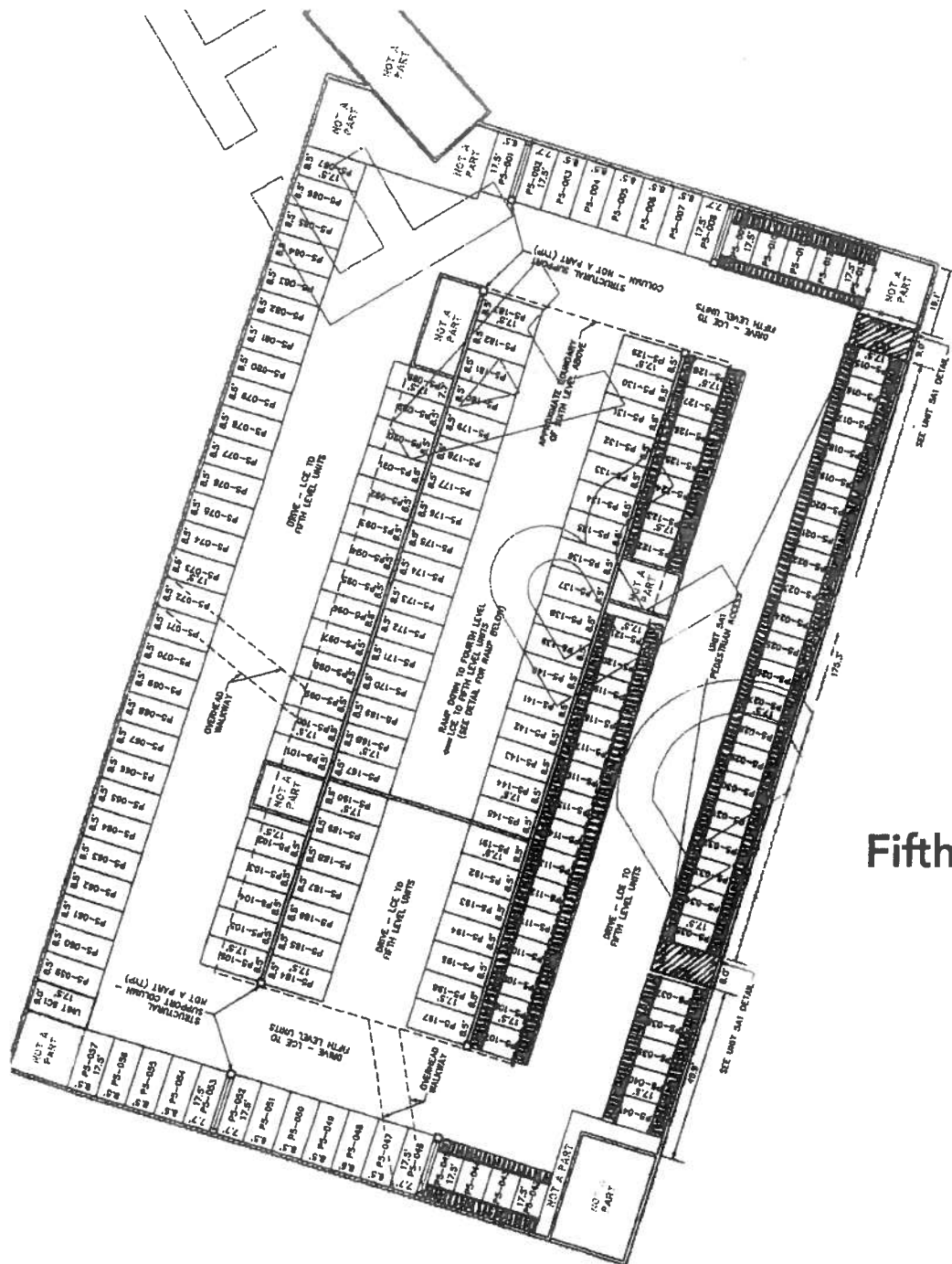
Depiction of 5th Floor Parking Spaces and Project Access a Area (Exhibit E)



5th Floor Parking Spaces



Project Access Areas



Fifth Level Plan



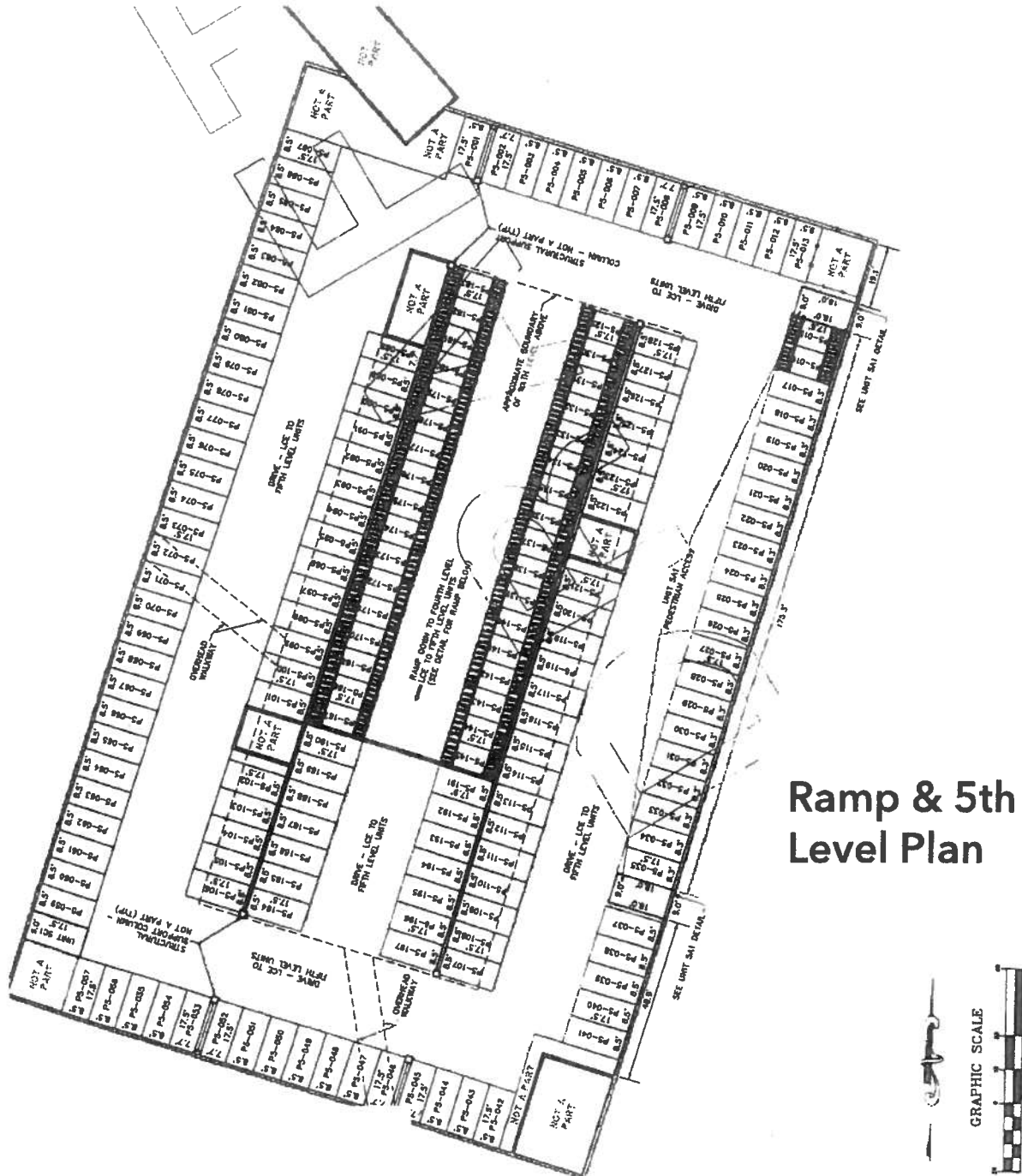
EXHIBIT F

Depiction of Ramp Parking Spaces

(Attached)

Depiction of Leased Ramp Parking Spaces (Exhibit F)

████████████████████ Ramp & 5th Level Parking Spaces



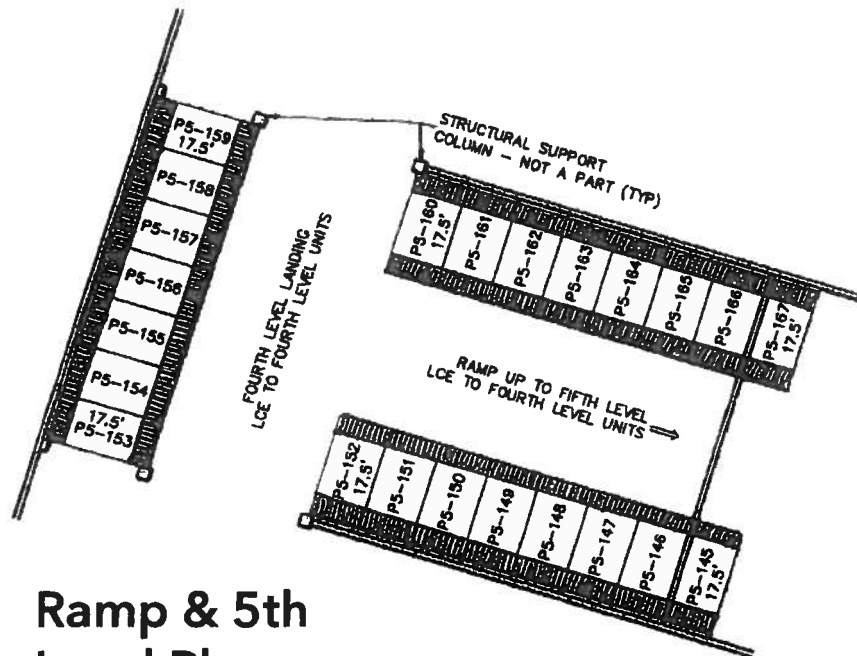
Ramp & 5th Level Plan



Depiction of Leased Ramp Parking Spaces (Exhibit F)



Ramp & 5th Level Parking Spaces



Ramp & 5th Level Plan

EXHIBIT G

Form of Long Term Lease

(Attached)

**DENVER CIVIC CENTER CULTURAL GARAGE
PARKING LEASE AGREEMENT**

THIS PARKING LEASE AGREEMENT (this "Agreement") is made as of the Commencement Date (defined below) by and between **THE CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("Landlord") and **CPX BROADWAY DEVELOPERS, LLC**, a Colorado limited liability company ("Tenant").

RECITALS:

A. Landlord is the owner of certain parking spaces in the parking garage commonly known as the Denver Civic Center Cultural Garage (the "Garage").

B. Tenant is the owner of certain real property adjacent to the Garage upon which Tenant intends to construct a hotel and office building (the "Project").

C. Tenant seeks to initially lease eight-three (83) spaces for the use and enjoyment of tenants, employees, guests and invitees of the Project, and have the option to increase the number of parking spaces leased hereunder from time to time, and Landlord is willing to lease Tenant the requested parking spaces on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the rents to be paid in accordance herewith, the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord leases to Tenant, and Tenant leases from Landlord the Parking Spaces located within the Garage as hereinafter described on the following terms and conditions:

1. **Lease of Parking Spaces.**

(a) On the Commencement Date (as defined below), the Landlord leases to Tenant seventy-six (76) parking spaces located in the basement of the Garage as legally described on Exhibit A and depicted on Exhibit B, substantially in the form attached hereto and incorporated herein ("Leased Basement Parking Spaces"). In addition, on the Commencement Date, Landlord leases to Tenant seven (7) parking spaces located on the ramp leading up to the 5th floor of the Garage ("Ramp") as legally described on Exhibit A and depicted on Exhibit C, substantially in the form attached hereto and incorporated herein ("Leased Ramp Parking Spaces"). Tenant may submit a written request to the Landlord's Parking Operations Division that the Leased Basement Parking Spaces and/or the Leased Ramp Parking Spaces be relocated to parking spaces located on the 5th floor of the Garage or on the Ramp so long as the City, or its successor, has not previously conveyed such parking spaces to Tenant or its successor. The Parking Operations Division shall have forty-five (45) days to approve or deny such request.

(b) The Project is required to have available 234 parking spaces in the Garage (the "Zoning Parking Allocation"). Tenant intends to meet the Zoning Parking Allocation by a combination of (i) purchasing certain parking spaces in the Garage, (ii) leasing, on a month-to-month basis, certain spaces on the 1st floor of the Garage which are owned by Denver Public Facilities Leasing Trust 2012 A-B (the "Trust") and (iii) the balance of the Zoning Parking Allocation is met by the Parking Spaces leased hereunder. If, at any time during the Term, Tenant does not have the right to use on a month-to-month basis parking spaces on the 1st through 4th floors of the Garage, Tenant shall have the right to increase the number of parking spaces leased hereunder (such additional spaces being referred to as the "Additional Parking Spaces") upon sixty (60) days prior written notice to Landlord's Parking Operations Division so long as Landlord, or its successor, has not previously conveyed such parking spaces to Tenant, or its

successor; and, so long as the sum of the Leased Basement Parking Spaces, Leased Ramp Parking Spaces and Additional Parking Spaces does not exceed the Zoning Parking Allocation less the number of spaces owned by Tenant in the Garage. Tenant's lease of the Additional Parking Spaces shall be on the same terms and conditions as the Leased Basement Parking Spaces and Leased Ramp Parking Spaces with the exception of the rent payable for the Additional Parking Spaces and the lease term for the Additional Parking Spaces shall be as set forth below. All references herein to the "Parking Spaces" shall include the Leased Basement Parking Spaces, the Leased Ramp Parking Spaces and the Additional Parking Spaces with the exception of the terms and conditions for rent and term set forth below.

(c) The parties acknowledge that no property interest in the Garage is being conveyed, transferred or assigned, and Tenant accepts use of the Garage, Parking Spaces and Access Ways (defined below) in its "as is" condition. Tenant may use additional unreserved parking spaces at the Garage at the then-current daily public parking rate, if available, provided, however, that Landlord has not made and is not making any guarantee as to the availability of such parking spaces. Landlord shall have the right to tow any vehicles in violation of this Agreement. Tenant's rights and duties hereunder may not be assigned, delegated or subcontracted, except as allowed herein. Tenant shall not place any signage or equipment at the Garage, without the Landlord's Parking Operations Division's prior written consent, which consent may not be unreasonably withheld.

2. **Term.**

(a) The term of this Agreement shall commence on the first day of the month following the date that the Project receives a final certificate of occupancy (the "Commencement Date") and shall expire fifteen (15) years after the Commencement Date (the "Term"). Tenant shall give the Landlord at least thirty (30) days prior notice of the date it anticipates having the certificate of occupancy for the Project. Tenant shall have the right to extend the Term of this Agreement as provided in Section 2(b) below.

(b) Unless terminated earlier as provided in this Agreement, Tenant shall have the right, upon not less than thirty (30) days written notice prior to the end of the then current Term to extend the Term for seven (7) extension terms of five (5) years each. Tenant's use and occupancy of the Parking Spaces during each extension Term shall be on the same terms and conditions as set forth herein.

(c) If Tenant elects to lease the Additional Parking Spaces as provided above, the Term shall be the balance of the then current Term (which shall include the right to extend the Term for the Additional Spaces pursuant to Section 2(b) above); provided, however, that if the Zoning Parking Allocation is reduced, Tenant may reduce the number of Additional Parking Spaces leased hereunder.

3. **Rent.**

(a) The initial rental rate for the Parking Spaces for the first twenty-four (24) months following the Commencement Date shall be \$100 per month for each Parking Space. Thereafter, the monthly rent shall be equal to the lesser of (i) 105% of the most recent rental rate hereunder for the Parking Spaces, or (ii) the rental rate then charged by Landlord or the Trust for month to month parking in the Garage; provided, that, in no event shall the monthly rent paid by Tenant exceed a five percent (5.0%) increase in any twelve (12) month period.

(b) The initial rental rate for the Additional Parking Spaces for the first twelve (12) months shall be equal to the lesser of (i) \$120 per month for each Additional Parking Space, or (ii) the rental rate then charged by Landlord or Trust for month to month parking in the Garage. Thereafter, the monthly rent shall be equal to the lesser of (i) one hundred five percent (105%) of the most recent rental

rate hereunder for the Additional Parking Spaces, or (ii) the rental rate then charged by Landlord or the Trust for month to month parking in the Garage; provided, that, in no event shall the monthly rent paid by Tenant exceed a five percent (5.0%) increase in any twelve month period.

(c) Rent shall be paid in advance of the first day of the month for the next ensuing month. Any delinquent rent payments shall bear interest at the Prime Rate (as published in the Wall Street Journal) plus two percent (2.0%) from and after the due date until paid ("Default Interest").

4. Use and Access.

(a) Tenant may authorize and permit the use of the Parking Spaces by Tenant's employees, invitees, licensees, visitors, contractors, and/or agents (collectively, "Tenant Parties"). In addition to having the use of the Parking Spaces for parking of vehicles, the Tenant and Tenant Parties shall also have use of the driveways, ramps, access lanes, aisles, and sidewalks (collectively, "Access Ways") located in the Garage for vehicular and pedestrian access. Landlord shall have the right to temporarily relocate Parking Spaces and Access Ways as needed for scheduled or emergency maintenance of the Parking Spaces or Access Ways.

(b) Landlord shall issue to Tenant two hundred thirty-four 234 access cards for Tenant to access the Garage and Parking Spaces. In the event Tenant does not use an access card to enter the Garage (and instead pulls a public access ticket), Tenant shall pay Landlord the then-current rate for such daily use. In the event an access card is lost, stolen or damaged, Tenant shall pay Landlord \$30.00 for a replacement card.

(c) Tenant shall use the Garage solely for the purposes granted herein. Tenant hereby agrees to perform the following duties:

(i) Promptly notify Landlord of any damage, however caused, to the Garage (or any vehicle or property located therein). If such damage was caused by Tenant Parties, Tenant shall reimburse Landlord within thirty (30) days of receipt of written demand for reasonable repair costs.

(ii) Keep the Parking Spaces clean from any trash, garbage and litter generated by Tenant Parties' operations or use of the Parking Spaces.

(iii) Not do any act that shall, in any way, (a) void or increase the cost of Landlord's or the Garage owner's insurance, (b) encumber Landlord's or the Garage owner's title to, or interest in, the Garage, (c) constitute a nuisance, (d) jeopardize the public safety or Landlord's or Garage owner's operation of the Garage, or (e) interfere with the use of the Garage by other users.

(iv) Promptly dispose of all materials and substances used by Tenant in accordance with all applicable laws, and under no circumstances shall any such materials or substances be stored or disposed of at the Garage.

(v) Tenant shall pay any and all sales, use, excise, occupancy, gross receipts and/or parking taxes or charges that may become due by reason of Tenant Parties' use of the Garage. Tenant shall pay any and all taxes that may become due by reason of the Rent paid by Tenant; provided that such taxes are assessed against all other persons parking in the Garage.

(vi) Tenant agrees to comply with all federal, state and local laws, rules and regulations while using the Parking Spaces including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as

amended; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; and any other federal, state or local statutes and ordinances, including all amendments thereto, replacements thereof, any rules, regulations or orders adopted and issued pursuant thereto, and any judicial or administrative interpretations thereof.

(vii) Tenant shall maintain, at its sole cost and expense, any permits or licenses required for Tenant Parties' operations or use of the Garage.

(viii) Tenant agrees for itself and on behalf of the Tenant Parties to abide by all rules and regulations now or hereinafter in effect pertaining to use of the Garage and agrees to reimburse Landlord and Garage owner for any expenses incurred as a result of any violation thereof including, without limitation, towing expenses for vehicles parked by Tenant Parties that obstruct other vehicles in the Garage (including vehicles of Landlord and Garage owner), or interfere with ingress/egress to the Garage or any area therein.

5. **Repairs and Maintenance.** Except as otherwise provided herein, Landlord, or its designee, shall be responsible, at its sole cost and expense, for all maintenance, replacements and repairs required in the Parking Spaces and Access Ways including the removal of debris, trash, refuse, snow and ice therefrom, and treatment for snow and ice.

6. **Utilities/Lighting.** Tenant shall not be responsible for charges or expenses for the provision or supply of electric or other utilities provided or supplied for the benefit of the Parking Spaces and Access Ways, which shall include electricity to power adequate lighting for the Parking Spaces and Access Ways at all times when not sufficiently illuminated by natural light.

7. **Tenant's Indemnity.** Tenant shall defend, indemnify and hold harmless Landlord and the Garage owner, and their respective employees, agents, directors, officers, representatives, affiliate entities, successors and assigns (collectively, the "Indemnified Parties") from and against any and all costs, expenses (including, with limitation, reasonable attorney fees actually incurred), liabilities, damages, losses, fines, judgments, claims, actions, lawsuits incurred by any one or more of the Indemnified Parties by reason of a breach of Tenant's obligations under this Agreement, or injury to, or death of, any person or damage to any property caused by the acts, omissions, negligence or misconduct of Tenant Parties. Tenant's indemnity obligations shall survive expiration or termination of this Agreement and shall not be limited by any insurance carried or required to be carried by Tenant hereunder.

8. **Insurance.** Tenant shall, at its sole cost and expense, maintain during the term of this Agreement, the following insurance which shall be primary and non-contributory to any insurance maintained by Landlord, the Trust or the Garage owner, and procured from an insurance company or companies authorized to do business in Colorado:

- | | | |
|-----|---|---------------------------------|
| (a) | <u>Workers Compensation:</u> | Statutory Benefits |
| (b) | <u>Employer's Liability:</u> | |
| | Bodily Injury by Accident: | \$1,000,000.00 each accident |
| | Bodily Injury by Disease: | \$1,000,000.00 each employee |
| | Bodily Injury by Disease: | \$1,000,000.00 policy aggregate |
| (c) | <u>Commercial Auto:</u> | |
| | Liability (including owned, non-owned and hired autos), Bodily Injury and Property Damage Combined: | \$1,000,000.00 each accident |
| | Comprehensive and Collision: | Actual Cash Value |

- (d) Commercial General Liability including Premises/Operations, Independent Contractors, Personal and Advertising Injury Liability (including, without limitation, coverage for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right to privacy, wrongful entry or eviction or other invasion of the right of private occupancy), Products and Completed Operations, Blanket Contractual Liability and Broad Form Property Damage. No exclusion shall be attached to the policy with respect to liability for leased equipment or for the perils of explosion, collapse or underground (X,C, U).
- | | |
|----------------------------------|----------------|
| Each Occurrence: | \$1,000,000.00 |
| Personal / Advertising Injury: | \$1,000,000.00 |
| General Aggregate: | \$2,000,000.00 |
| Products / Completed Operations: | \$2,000,000.00 |
| Fire Damage Legal Liability: | \$100,000.00 |
- (e) Garagekeeper's Legal Liability providing Comprehensive Perils coverage insuring any and all vehicles parked at the Garage by Tenant Parties or for which a bailment is otherwise created. This insurance shall be maintained by Tenant or Tenant's contractor hired to provide such services.
- | | |
|------------------|---------------|
| Each Occurrence: | \$ 250,000.00 |
|------------------|---------------|
- (f) Umbrella Liability: \$5,000,000.00

All insurance policies, excluding Workers Compensation, shall be primary, on an occurrence-form basis, specifically name the Indemnified Parties as additional insureds, and list Landlord, the Trust and the Garage owner as the certificate holder. Tenant shall, prior to the Commencement Date, provide Landlord's Risk Manager with a certificate of insurance evidencing these requirements. Renewal policies shall be obtained, and certificates delivered to Landlord's Risk Manager at least fifteen (15) days prior to expiration. The policies and certificates of insurance shall state that the issuing company shall mail thirty (30) days' prior written notice to the certificate holder should any of the policies be cancelled or materially changed prior to the expiration date.

9. **Tenant's Employees.** Tenant's personnel are, and shall at all times remain, employees or contractors of Tenant and Tenant shall exercise complete control over their conduct and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance. Tenant's employees and contractors shall, at all times, act in a professional and courteous manner at the Garage.

10. **Independent Contractor.** Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Tenant is strictly an independent contractor subject to no control by Landlord other than expressly provided herein.

11. **Assignment.** Tenant shall not, without the prior written consent of Landlord's Parking Operations Division, assign this Agreement or any part thereof; provided, that Landlord's consent shall not be required for any assignment of this Agreement to (i) any third party providing financing for the Project, or (ii) any party having an interest in the Project, however, Tenant shall provide Landlord with fifteen (15) days prior written notice of such assignment.

12. **Default and Termination.**

(a) If Tenant shall default in the payment of Rent or if Tenant shall be in default of any obligation under this Agreement other than the obligation to pay Rent, Landlord shall give Tenant written notice of such default. In the case of a Rent default, Tenant shall have fifteen (15) days following

written notice to tender any and all amounts required to cure Tenant's default, and failing Tenant's payment of the full amount due, the Default Interest shall accrue on the amounts so unpaid but Landlord shall not have the right to terminate this Agreement except as provided for herein. With respect to written notice of a default other than a default in the payment of Rent, Tenant shall have thirty (30) days after written notice to cure and remedy said non-rent default (and such longer period as may be reasonably required for Tenant to cure the same, provided Tenant shall have commenced such cure within such initial thirty (30) day period and shall thereafter diligently continue to cure such default), and if Tenant thereafter fails to so remedy or cure within said period, Landlord shall have the right to remedy the same and require that Tenant pay the amounts needed to cure such default on demand, with Default Interest thereon in accordance with Section 11(c) below. In the case of a default, other than a default in the payment of Rent, which cannot with due diligence be completely cure within said thirty (30) day period, if Tenant promptly commences to cure or remedy such default and thereafter diligently and continuously prosecutes the completion of any and all action necessary to cure or remedy such default, Landlord shall not have the right to terminate this Agreement except as provided for herein.

(b) This Agreement shall only terminate upon the expiration of the Term or as otherwise provided herein.

(c) If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the Agreement, after the written notice and period to cure as herein above set forth (or immediately after reasonable and adequate notice in the case of emergency), Landlord may, but Landlord shall not be obligated to, carry out and perform such conditions and covenants at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand from the Landlord. Whenever Landlord so elects, all costs and expenses incurred by Landlord in curing any such default, including attorneys' fees and disbursements shall be paid by Tenant to Landlord on demand, as additional rent.

(d) Any expense incurred by Landlord in connection with any performance by it for the account of Tenant and all costs and expenses, including reasonable attorneys' fees (whether or not legal proceedings are instituted), involved in collecting rents or enforcing the obligations of Tenant under this Agreement, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the premises after default by Tenant or upon expiration or sooner termination of this Agreement, shall be due and payable by Tenant, on demand, as additional rent.

(e) If Tenant fails to pay Rent or additional rent as provided herein for a period of six (6) months, Landlord may, upon thirty (30) days prior written notice, terminate this Agreement.

(f) This Agreement shall automatically terminate if the Garage, Parking Spaces or Access Ways are destroyed but only in the event Landlord is not required to rebuild or repair the Garage pursuant to that certain Condominium Declaration of the Denver Cultural Center Parking Garage recorded on May 15, 2002 at Reception No. 2002089003, as amended from time to time.

13. **Removal of Tenant.** On the expiration or termination of this Agreement, any vehicles or personal property of Tenant and Tenant Parties shall be removed from the Parking Spaces, Access Ways and Garage by the Tenant at the Tenant's sole cost and expense.

14. **Quiet and Enjoyment.** Landlord represents that the Tenant, on paying the Rent, additional rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Parking Spaces and Access Ways for the Term set forth herein. Anything in this paragraph or elsewhere in this Agreement to the contrary notwithstanding, in no event and under no circumstances may Landlord permanently or temporarily block or cause or allow to be blocked all Access Ways. The Landlord represents to the Tenant that, except as expressly provided

herein, the Tenant shall have, at all times while this Agreement is in effect, access to the Parking Spaces and Access Ways twenty-four (24) hours a day, seven (7) days per week.

15. **Mechanic's Liens.** If any mechanics, contractors, or construction liens shall be created or filed against the Parking Spaces by reason of labor performed or materials furnished for or at the request of Tenant, the Tenant shall forthwith upon demand, at Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record.

16. **Environmental.** From and after the Commencement Date, Tenant shall not allow, permit or suffer anyone under Tenant's direction or control including but not limited to the Tenant Parties to bring into or upon the Parking Spaces, Access Ways or the Garage, nor to receive, store, prepare, manufacture, convert, mix, use, distribute or dispose of at or upon the Parking Spaces, Access Ways or the Garage, any hazardous materials, nor operate at the Parking Spaces, Access Ways or the Garage in any manner, nor do or refrain from doing any act which would violate any Federal, State, or local environmental, toxic, hazardous waste or other type of law or the rules and regulations adopted in connection therewith.

17. **Amendment and Enforcement.** The terms and conditions of this Agreement may only be modified, revised or amended by a written document signed by the Landlord and Tenant. Approval of Landlord's City Council shall be necessary only when required by City Charter.

18. **Notices.** All notices, consents, requests or other communications (any of the foregoing, a "Notice") given hereunder shall be in writing sent by electronic email, followed by a hard copy via hand delivery or reputable overnight courier addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this section. Any Notice shall be deemed to have been received: (a) on the date of delivery by hand, if delivered during business hours on a business day (otherwise on the next business day), or (b) on the next business day, if sent by an overnight commercial courier, in each case addressed to the following parties:

City: Mayor
City and County of Denver
1437 Bannock, Room 350
Denver, Colorado 80202

Parking Operations Division
201 W. Colfax Avenue, Dept. 508
Denver, Colorado 80202

Director of the Division of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, Colorado 80202

with a copy to: Denver City Attorney
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202
Attention: Karen Avilés

Developer: CPX Broadway Developers, LLC
c/o Corporex Colorado, LLC
188 Inverness Drive West, Suite 120
Englewood, Colorado 80112
Attention: Mark Witkiewicz

with a copy to: Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202
Attention: Bruce A. James

19. **Severability.** If any provision of this Agreement is declared to be invalid, the remainder of the provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

20. **Entire Agreement.** This Agreement sets forth the entire agreement of the Landlord and Tenant with respect to the leasing of the Parking Spaces, and this Agreement supersedes all prior understandings and agreements between the Landlord and Tenant concerning parking at the Premises.

21. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. The parties herein agree that, by their acceptance of the within Agreement as evidenced by their execution of this Agreement, that each party, its successors and assigns accept and agree to be bound by all of the terms and conditions set forth herein.

22. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute both one and the same.

24. **Landlord's Liability.** Landlord shall not be liable to Tenant or Tenant Parties for any damage, injury, loss, compensation or claim based on, arising out of, or resulting from any cause including, but not limited to, the following: (a) repairs to any portion of the Parking Spaces, Access Areas or the Garage; (b) interruption in the use of the Parking Spaces, Access Ways or the Garage; (c) any accident or damage resulting from the use or operation (by Tenant or any other person or persons) of elevators, or of heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Agreement by reason of the destruction of the Parking Spaces, Access Ways or the Garage (but only in the event Landlord is not required to rebuild or repair the Garage pursuant to that certain Condominium Declaration of the Denver Cultural Center Parking Garage recorded on May 15, 2002 at Reception No. 2002089003, as amended from time to time); (e) any fire or other casualty, robbery, theft and/or mysterious disappearance; (f) the actions of any other tenants or occupants of the Parking Spaces, Access Ways or the Garage; (g) any leakage in any part or portion of the Parking Spaces, Access Ways or the Garage from water, rain or snow that may leak into, or flow from, any part of the Parking Spaces, Access Ways or the Garage from drains, pipes or plumbing fixtures in the Parking Spaces, Access Ways or the Garage. Notwithstanding any provisions of this Agreement to the contrary, Tenant agrees that any personal property or personal effects, including automobiles parked in the Parking Spaces, shall be at the sole risk of Tenant and Tenant Parties, and Landlord shall not in any manner be held responsible or liable therefor; nor shall Landlord have any liability to Tenant or Tenant Parties for losses due to theft or for damage done by unauthorized persons in the Garage and neither shall Landlord be required to insure against any such losses.

25. **No Personal Liability.** No elected official, director, officer, agent or employee of Landlord, nor any director, officer, employee or personal representative of Landlord shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

26. **Conflict of Interest by City Officer.** Tenant represents that to the best of its information and belief, no officer or employee of Landlord is either directly or indirectly a party or in any manner interested in this Agreement, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

27. **Appropriation.** The obligations of Landlord pursuant to this Agreement, if any, or any renewal shall extend only to monies appropriated for the purpose of this Agreement by the Denver City Council, paid into the Denver Treasury, and encumbered for the purposes of this Agreement. Tenant acknowledges that this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Landlord. Landlord shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any matters, except as required by the Denver Revised Municipal Code.

28. **Authority to Execute.** The parties represent that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind each respective party.

29. **Landlord's Execution of Lease.** This Agreement is expressly subject to, and shall not be or become binding on Landlord until there is full execution by all signatories set forth below.

30. **Electronic Signatures and Electronic Records.** Tenant consents to the use of electronic signatures by Landlord. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Landlord in the manner specified by Landlord. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY:

ATTEST:

**CITY AND COUNTY OF DENVER, a
Colorado municipal corporation**

Clerk and Recorder, Ex-Officio Clerk for the
City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED

Denver City Attorney, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

By: _____
Manager of Finance

By: _____
Controller

TENANT:

CPX BROADWAY DEVELOPERS, LLC,
a Colorado limited liability company

By: Corporex Colorado, LLC, a Colorado limited
liability company, its Manager

By: _____

Name: Mark J. Witkiewicz

Title: Senior Vice President

STATE OF COLORADO)
)ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of October, 2013, by Mark J. Witkiewicz, Senior Vice President of Corporex Colorado, LLC, as Manager of CPX Broadway Developers, LLC.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

Legal Description of Leased Basement Parking Spaces and Leased Ramp Parking Spaces

Leased Basement Parking Spaces:

Units P4 through P35,
Units P104 through P110,
Units P0 and P00,
Units P127 through P135,
Units P137 through P139,
Units P141 through P145,
Units P148 through P164,
Unit P167, of the Denver Cultural Center Parking Garage, a condominium, City and County of Denver, State of Colorado according to the Second Supplemental Condominium Map recorded on July 5, 2012, at Reception No. 2012088432 in the City and County of Denver, State of Colorado.

Leased Ramp Parking Spaces:

P5-153 through P5-159 of the Denver Cultural Center Parking Garage, a condominium, City and County of Denver, State of Colorado according to the Second Supplemental Condominium Map recorded on July 5, 2012, at Reception No. 2012088432 in the City and County of Denver, State of Colorado.

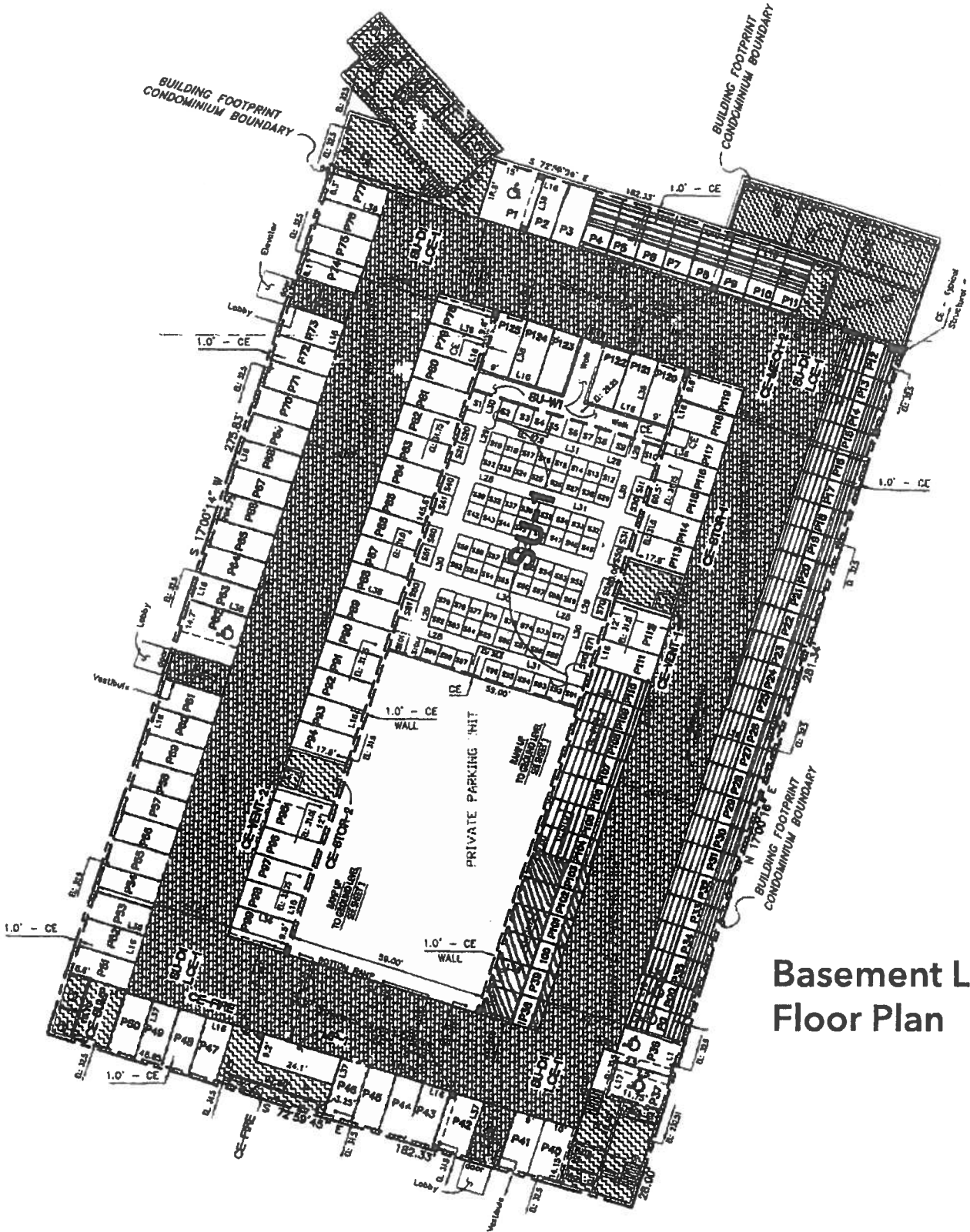
EXHIBIT B

Depiction of Leased Basement Parking Spaces

(Attached)

Depiction of Leased Basement Parking Spaces (Exhibit B)

Leased Basement Parking Spaces

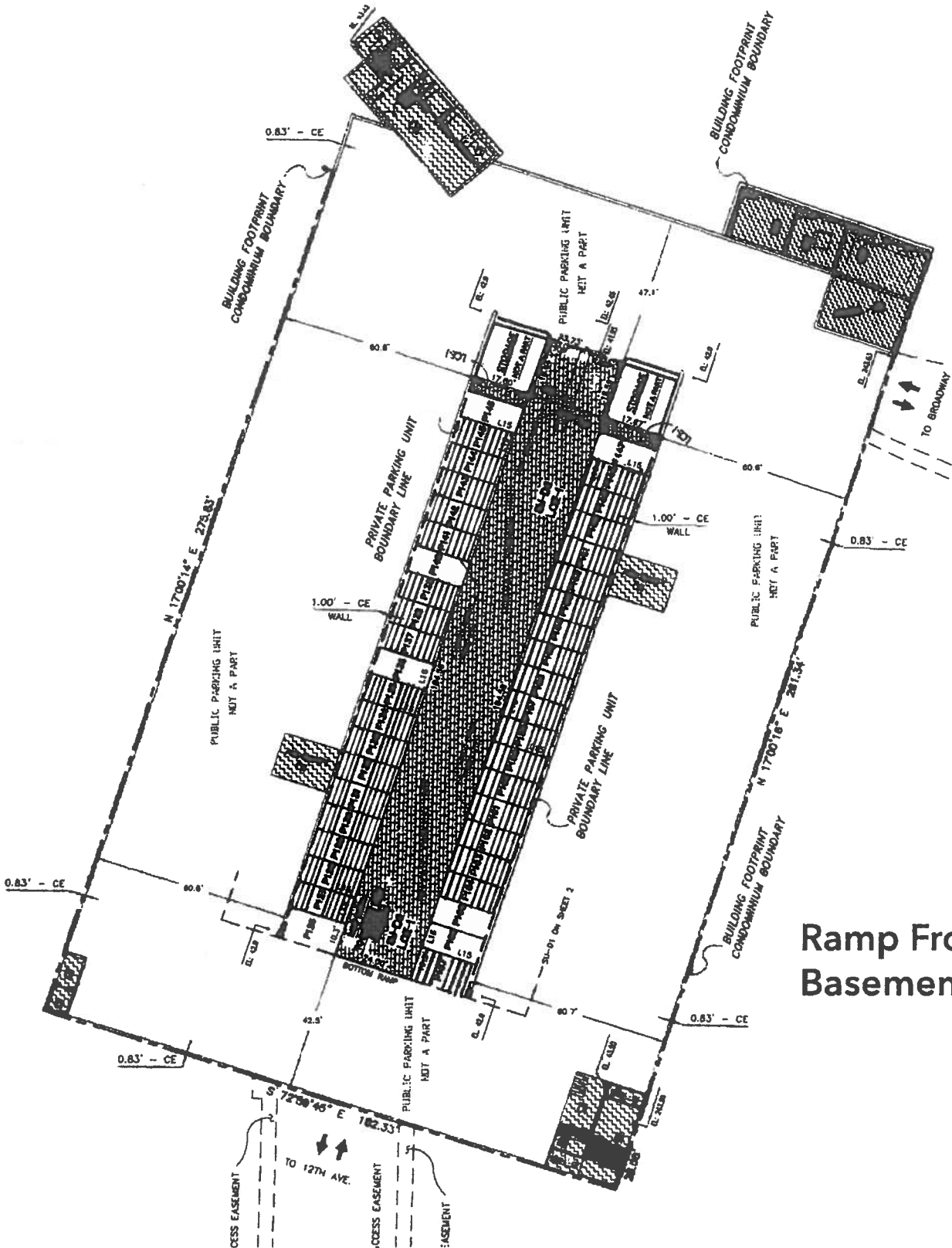


**Basement Level
Floor Plan**

Depiction of Leased Basement Parking Spaces (Exhibit B)



Leased Basement Parking Spaces



Ramp From
Basement Plan

EXHIBIT C

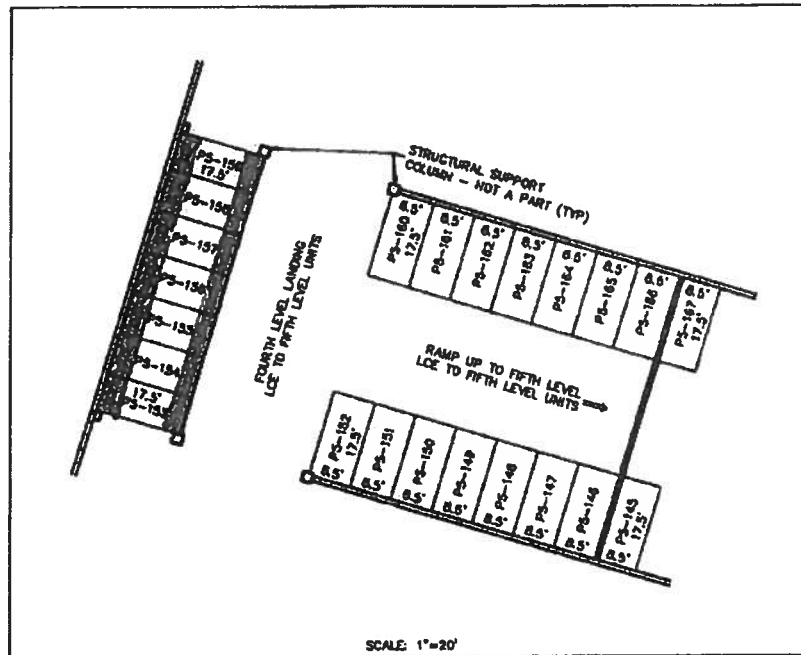
Depiction of Leased Ramp Parking Spaces

(Attached)

Depiction of Leased Ramp Parking Spaces (Exhibit C)

■ Leased Ramp Parking Spaces

DETAIL – RAMP BELOW



Leased Ramp Parking Spaces