

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this “**First Amendment**”) is entered into effective as of May 30, 2017 (the “**First Amendment Date**”), by and between THE DENVER POST LLC, a Delaware limited liability company f/k/a The Denver Newspaper Agency LLP, a Delaware limited liability partnership (“**Sublandlord**”), and the CITY AND COUNTY OF DENVER, a home rule municipal corporation of the State of Colorado (“**Subtenant**”).

RECITALS:

A. Sublessor and Subtenant entered into that certain Sublease Agreement with an Effective Date of April 15, 2016 (the “**Sublease**”), relating to the subleasing of certain premises (the “**Current Premises**”) consisting of approximately 45,505 rentable square feet, on the 1st and 7th floors of the building complex located at 101 West Colfax Avenue, Denver, Colorado 80202 (the “**Building**”), said Current Premises being more particularly described in the Sublease;

B. The Sublease Term is currently scheduled to expire on August 31, 2023 (the “**Expiration Date**”); and

C. Sublandlord and Subtenant desire to (i) provide for the leasing of the Expansion Premises (as defined below) for the term specified herein, (ii) establish the term of the Sublease as to the Expansion Premises, (iii) establish the Base Rent for the Expansion Premises, and (iv) provide other amendments of the Sublease, all subject and pursuant to the terms and conditions set forth below.

AGREEMENT:

For good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals shall be incorporated as though fully set forth herein.

2. **Sublease of the Expansion Premises; The Combined Premises.**

2.1 **Sublease of the Expansion Premises; The First Portion and the Second Portion.** On the Expansion Premises Commencement Date (as defined below), Sublandlord leases to Subtenant, and Subtenant leases from Sublandlord, those certain premises, commonly known as Suite 800, consisting of approximately 46,823 rentable square feet on the 8th floor of the Building and being more particularly depicted on Exhibit “A” attached to and incorporated into this First Amendment (the “**Expansion Premises**”). The “**First Portion**” means approximately 17,700 rentable square feet of the Expansion Premises and being more particularly depicted as “Suite 850” on Exhibit “A” attached to and incorporated into this First Amendment. The “**Second Portion**” means approximately 29,123 rentable square feet of the Expansion Premises and being more particularly depicted as “Suite 800” on Exhibit “A” attached to and incorporated into this First Amendment. Notwithstanding anything in this First Amendment to the contrary, Subtenant shall not be entitled to use or occupy the Second Portion until the Second Portion is Substantially Complete.

2.2 **Condition of the Expansion Premises.** Subtenant acknowledges that neither Sublandlord nor any agent of Sublandlord has made any representation or warranty with respect to the Expansion Premises or the Building or with respect to the suitability of any part of the

same for the conduct of Subtenant's business. Subject to Sublandlord's obligations under Section 5 of this First Amendment, Subtenant shall be conclusively deemed to have accepted the Expansion Premises "AS IS" in the condition existing on the Expansion Premises Commencement Date, and to have waived all claims relating to the condition of the Expansion Premises. Except as expressly set forth in this First Amendment, Sublandlord shall not have any obligation to construct or install any improvements or alterations, or to pay for any such construction or installation, in or on the Expansion Premises or the Current Premises.

2.3 The Combined Premises. As used in this First Amendment and in the Sublease, the "Combined Premises" means, collectively, (a) the Current Premises plus (b) the Expansion Premises. Sublandlord and Subtenant acknowledge and agree that the Rentable Area of the Combined Premises consists of approximately 92,328 rentable square feet, subject to verification and adjustment in accordance with the terms and conditions of the Sublease. From and after the Expansion Premises Commencement Date, the Sublease is amended such that all references in the Sublease to (i) the "Subleased Premises" shall be deemed to refer to the Combined Premises, and (ii) the Rentable Area of the Subleased Premises shall be deemed to mean 92,328 rentable square feet, subject to verification and adjustment in accordance with the terms and conditions of the Sublease.

3. Term.

3.1 The Expansion Premises Term. The Sublease Term for the Expansion Premises (the "Expansion Premises Term") shall commence on the Expansion Premises Commencement Date and shall terminate on February 28, 2025 (the "Expansion Premises Expiration Date"), unless sooner terminated pursuant to the Sublease. From and after the Expansion Premises Commencement Date, the Sublease is amended such that all references in the Sublease to the "Sublease Term" shall be deemed to include reference to the Expansion Premises Term.

3.2 Terms Are Not Coterminous. Sublandlord and Subtenant acknowledge and agree that the term for the Current Premises and the Expansion Premises Term are not coterminous, and, instead, are currently scheduled to expire on different dates. On the Expansion Expiration Date, or on the earlier termination of the Expansion Premises Term, Subtenant shall vacate and deliver to Sublandlord exclusive possession of the Expansion Premises pursuant to the same provisions and requirements of the Sublease as would apply to the surrender of the Current Premises upon the expiration or the earlier termination of the Sublease. If, however, the Sublease Term as to the Current Premises expires or otherwise terminates prior to the expiration or earlier termination of the Expansion Premises Term, the Sublease shall continue in effect as to the Expansion Premises through the Expansion Premises Term, unless earlier terminated in accordance with the Sublease.

3.3 The Expansion Premises Commencement Date. The "Expansion Premises Commencement Date" means the date that the First Portion is Substantially Complete (as defined below). It is anticipated that (a) the First Portion will be Substantially Complete on or around December 1, 2017 (the "First Portion Estimated Completion Date"), and (b) the Second Portion will be Substantially Complete on or around March 1, 2018 (the "Second Portion Estimated Completion Date"). Sublandlord shall have no responsibility or liability if the Expansion Premises are not Substantially Complete by the First Portion Estimated Completion Date or the Second Portion Estimated Completion Date, as applicable, and the postponement of the Expansion Premises Commencement Date shall be in full settlement of all

claims which Subtenant may otherwise have by reason of the First Portion not being Substantially Complete by the First Portion Estimated Completion Date. If the First Portion is not Substantially Complete on the Estimated Completion Date as a result of Subtenant delays, then the Expansion Premises Commencement Date shall be the date the First Portion would have been Substantially Complete but for Subtenant delays as reasonably determined by Sublandlord. For the avoidance of doubt, Sublandlord and Subtenant acknowledge and agree that the Expansion Premises Commencement Date may occur before, on or after the First Portion Estimated Completion Date.

3.4 Early Access. Subject to the terms and conditions of this Section 3.4, Subtenant shall have the right to enter and occupy the First Portion during the period (the “**Early Access Period**”) commencing on the date that is fourteen (14) days prior to the Expansion Premises Commencement Date, as reasonably estimated by Sublandlord (the “**Early Access Date**”), and expiring on the Expansion Premises Commencement Date solely for purposes of installing Subtenant’s Property in the First Portion. Subtenant agrees that (a) any entry by Subtenant during the Early Access Period shall be at Subtenant’s sole risk, (b) Subtenant shall not unreasonably interfere with Sublandlord or other tenants in the Building, (c) Subtenant shall comply with and be bound by all provisions of the Sublease during the Early Access Period (*provided, however, that, during the Early Access Period, Subtenant shall not be required to pay Base Rent or Operating Expenses solely as it relates to the Expansion Premises (but not as to the Current Premises)*), (d) prior to entry upon the Expansion Premises by Subtenant, Subtenant agrees to pay for and provide to Sublandlord certificates evidencing the existence and amounts of liability insurance carried by Subtenant, which coverage must comply with the provisions of the Sublease relating to insurance, and (e) Subtenant agrees to comply with, and to cause each of Subtenant’s Responsible Parties to comply with, all Laws required to perform its work during the Early Access Period. Notwithstanding anything in this Section 3.4 to the contrary, if, as of the Early Access Date, the Expansion Premises are not Substantially Complete (as reasonably determined by Sublandlord), or if Sublandlord reasonably determines that Subtenant’s early access to the Expansion Premises will unreasonably interfere with the completion of Sublandlord’s Work (as defined below), then (i) Sublandlord may limit or otherwise restrict Subtenant’s early access rights, and (ii) Subtenant shall not, in connection with any early access, interfere with the completion of Sublandlord’s Work.

3.5 Commencement Date Memorandum. Promptly following the Expansion Premises Commencement Date, Sublandlord and Subtenant shall execute a commencement date memorandum or notice of lease term dates, in a form provided by Sublandlord and reasonably acceptable to Subtenant (the “**Commencement Date Memorandum**”), which Commencement Date Memorandum shall, among other matters, (a) acknowledge that Subtenant has accepted possession of the Expansion Premises, and (b) recite the exact Expansion Premises Commencement Date and the Expansion Premises Expiration Date. The failure by either party, or both parties, to execute the Commencement Date Memorandum shall not affect the rights or obligations of either party hereunder. The Commencement Date Memorandum, when so executed and delivered, shall be deemed to be a part of the Sublease.

4. Rent and Other Terms.

4.1 Base Rent.

(a) *For the Current Premises.* Subtenant shall continue to pay Base Rent allocable to the Current Premises in accordance with the terms and conditions of the Sublease.

(b) *For the Expansion Premises.* Subtenant shall pay Base Rent for the Expansion Premises for the Expansion Premises Term as follows:

| <u>Months of the Expansion Premises Term</u> | <u>The Applicable RSF Factor**</u> | <u>Annual Rate per Rentable Square Foot</u> | <u>Period Base Rent</u> <i>(Total Base Rent due during applicable period)</i> | <u>Monthly Installment of Base Rent</u> |
|--|------------------------------------|---|--|---|
| The Commencement Date – Month 3 | 17,700 | \$31.50 | \$139,387.50 | \$46,462.50 |
| Month 4 – The Expiration Date | 46,823 | \$31.50 | \$10,324,471.92 | \$122,910.38 |

The “Applicable RSF Factor” means the Rentable Area of the Expansion Premises that is used from time to time for purposes of determining Base Rent and Operating Expenses due under the Sublease, as such Applicable RSF Factor is set forth in this Section 4.1(b) and subject to the terms and conditions of Section 4.3 of this First Amendment. Except as set forth in Section 2.1 above, in no event shall the foregoing be deemed to prevent Subtenant from possessing the entire Rentable Area of the Subleased Premises for the entire Sublease Term.

4.2 Operating Expenses.

(a) *For the Current Premises.* Tenant shall continue to pay Operating Expenses allocable to the Current Premises in accordance with the terms and conditions of the Sublease.

(b) *For the Expansion Premises.* Beginning on January 1, 2019 and continuing throughout the Expansion Premises Term, Subtenant shall pay Sublandlord the following amounts as Subtenant’s stipulated share of Operating Expenses allocable to the Expansion Premises:

| <u>Period of the Expansion Premises Term</u> | <u>The Applicable RSF Factor</u> | <u>Annual Rate per Rentable Square Foot</u> | <u>Period Operating Expenses</u> <i>(Total Operating Expenses due during applicable period)</i> | <u>Monthly Installment of Operating Expenses</u> |
|--|----------------------------------|---|--|--|
| January 1, 2019 – December 31, 2019 | 46,823 | \$.68 | \$31,839.64 | \$2,653.30 |
| January 1, 2020 – December 31, 2020 | 46,823 | \$1.38 | \$64,615.74 | \$5,384.65 |
| January 1, 2021 – December 31, 2021 | 46,823 | \$2.11 | \$98,796.53 | \$8,233.04 |
| January 1, 2022– December | 46,823 | \$2.87 | \$134,382.01 | \$11,198.50 |

| | | | | |
|-------------------------------------|--------|--------|--------------|-------------|
| 31, 2022 | | | | |
| January 1, 2023 – December 31, 2023 | 46,823 | \$3.66 | \$171,372.18 | \$14,281.02 |
| January 1, 2024 – December 31, 2024 | 46,823 | \$4.48 | \$209,860.69 | \$17,488.39 |
| January 1, 2025 – February 28, 2025 | 46,823 | \$5.34 | \$41,648.12 | \$20,824.06 |

4.3 Subtenant's Covenant to Pay Rent. Subtenant agrees to pay to Sublandlord at Sublandlord's Payment Address, or to such other persons, or at such other places designated by Sublandlord, without any prior demand therefor in immediately available funds and without any deduction or offset whatsoever, Base Rent, Operating Expenses, Additional Rent, and all other amounts due under the Sublease that are allocable to the Expansion Premises (collectively, "Expansion Premises Rent"). Any and all references in the Sublease to "Rent" are amended to include reference to Expansion Premises Rent.

4.4 Excess and After Hours Usage. Subtenant shall not be entitled to any Excess Usage and After Hours Usage in the Expansion Premises unless Subtenant agrees to increase the cap on charges for Excess Usage and After Hours Usage that is set forth in Section 7.2 of the Sublease (the "Excess and After Hours Usage Cap"). Each request by Subtenant for Excess Usage or After Hours Usage for the Expansion Premises shall be deemed to increase the Excess and After Hours Usage Cap by the amount of Additional Rent allocable to each request.

5. Sublandlord's Work.

5.1 Approved Turnkey Plan; Sublandlord's Work. The First Portion shall be improved by Sublandlord in accordance with the approved space plan attached to this First Amendment as Exhibit "B" and incorporated herein (the "First Portion Plan"). The Second Portion shall be improved by Sublandlord in accordance with a plan to be developed and approved by both Subtenant and Sublandlord on or before July 25, 2017 (the "Second Portion Plan"). The "Approved Turnkey Plan" means, as applicable, the First Portion Plan and the Second Portion Plan. Except as otherwise set forth in this Section 5.2, all work and materials specifically identified on the Approved Turnkey Plan shall be at Sublandlord's cost and shall be referred to as "Sublandlord's Work."

5.2 Sublandlord's Maximum Contribution; Savings. Notwithstanding anything in the Sublease to the contrary, in no event shall Sublandlord be obligated to expend, pay or otherwise make disbursements necessary to complete Sublandlord's Work in a total amount which exceeds \$568,000 ("Sublandlord's Maximum Contribution"). If Sublandlord's Maximum Contribution exceeds the actual cost of Sublandlord's Work (such amount, if any, "Savings"), then, upon completion of Subtenant's Work, the Savings shall be disbursed to Subtenant.

5.3 Above-Standard Work. All work and materials required to complete Sublandlord's Work that is not specifically identified on the Approved Turnkey Plan or in excess of Landlord's Maximum Contribution shall be at Subtenant's cost and shall be referred to as "Above-Standard Work." If Subtenant makes any modifications or changes to the Approved

Turnkey Plan, then all resulting costs and expenses shall be Subtenant's and shall be paid promptly by Subtenant upon receipt of billing therefor. All costs for Above-Standard Work shall be promptly paid to Sublandlord by Subtenant from time to time as work progresses upon Subtenant's receipt of a written invoice accompanied by a supporting statement from Sublandlord. In the event that Subtenant fails to make any payment for Above-Standard Work within 30 days after Sublandlord's written demand, Sublandlord shall have the right, without liability to Subtenant, to cease Sublandlord's Work on the Subleased Premises until such payment is made.

5.4 Building Standard. Sublandlord's Work shall be done with such minor variations as Sublandlord may deem advisable, so long as such variations will not materially interfere with the permitted use of the Expansion Premises. In order to insure the consistent quality and appearance of the Building, the style, color and items to be used in the construction and installation of Sublandlord's Work shall be made in Sublandlord's sole discretion.

5.5 Substantial Completion; Substantially Complete. "Substantial Completion" or "Substantially Complete" means that Sublandlord's Work has been completed in accordance with the Approved Turnkey Plan, subject only to punch list items, as evidenced by the certificate of substantial completion of Sublandlord's architect or contractor.

6. Subtenant's Existing Options and Other Rights; No Other Options.

6.1 Modification and Ratification of Renewal Option. Sublandlord and Subtenant acknowledge and agree that (a) the Renewal Option set forth in Section 29 of Rider to the Sublease shall, subject to the terms and conditions of the Sublease (as amended hereby), continue in full force and effect during the Sublease Term, and (b) the Renewal Option is amended to provide that Subtenant shall not have the right to renew the Sublease for any amount of space less than the entire Combined Premises.

6.2 Modification and Ratification of Right of First Offer. Sublandlord and Subtenant acknowledge and agree that (a) the Right of First Offer set forth in Section 30 of Rider to the Sublease shall, subject to the terms and conditions of the Sublease (as amended hereby), continue in full force and effect during the Sublease Term, and (b) effective as of the First Amendment Date, the Right of First Offer is amended to provide that the First Offer Space shall include all space on the 11th floor of the Building.

6.3 Modification and Ratification of Limited Cancellation Option. Sublandlord and Subtenant acknowledge and agree that (a) Subtenant's Limited Cancellation Option set forth in Section 30 of Rider 1 to the Sublease shall, subject to the terms and conditions of the Sublease (as amended hereby), continue in full force and effect during the Sublease Term, and (b) the Limited Cancellation Option is amended to provide that, if Subtenant timely exercises the Limited Cancellation Option by timely delivering Subtenant's Cancellation Notice in accordance with Section 30 of Rider 1 to the Sublease, then Subtenant shall, at the time Subtenant delivers Subtenant's Cancellation Notice, pay Sublandlord, in good and immediately available funds, both the Cancellation Fee and the Additional Cancellation Fee (as defined below). The "Additional Cancellation Fee" is an amount equal to the sum of (a) the unamortized portion of Sublandlord's Expansion Transaction Costs (as defined below), *plus* (b) two (2) months of Base Rent and Operating Expenses for the Expansion Premises (based on the amount of Base Rent and Operating Expenses payable during the 2-month period commencing on the Cancellation Date). For purposes of calculating the Additional Cancellation Fee, Sublandlord's Expansion

Transaction Costs, together with interest at seven percent (7%) per annum, shall be amortized in 88 equal monthly amounts commencing as of the Expansion Premises Commencement Date and the unamortized portion thereof will be calculated as of the Cancellation Date. As used in this First Amendment, “**Sublandlord’s Expansion Transaction Costs**” shall mean, collectively, (A) Sublandlord’s Maximum Contribution, and (ii) the commissions actually paid to the Brokers in connection with this First Amendment. Sublandlord shall (1) within sixty (60) days after Subtenant’s written demand (but in no event earlier than the Expansion Premises Commencement Date), deliver to Subtenant the total amount of Sublandlord’s Expansion Transaction Costs, and (B) within thirty (30) days after Subtenant’s written demand (but in no event earlier than thirty (30) days prior to the Cancellation Exercise Deadline), deliver to Subtenant the estimated amount of Operating Expenses payable during the 2-month period commencing on the Cancellation Date.

6.4 No Other Options. Subtenant acknowledges and agrees that, except as expressly set forth in Section 6.3 above, any and all options Subtenant may have had to terminate the Sublease (other than termination rights arising pursuant to the casualty or condemnation provisions of the Sublease), if any, have expired and are of no further force or effect. Subtenant further acknowledges and agrees that, except as expressly set forth in this Section 6, any and all options Subtenant may have had to extend or expand the Sublease, if any, have expired and are of no further force or effect. Except as expressly set forth in this Section 6, Subtenant has no option to extend, renew or terminate the Sublease, nor any rights of first offer, rights of refusal or rights to expand or contract.

7. Parking.

7.1 Grant of Additional Parking Spaces. During the Expansion Premises Term, Subtenant’s Employees shall be entitled to utilize (in addition to any other parking privileges under the Sublease for the Current Premises) the following parking privileges in the Parking Garage (collectively, the “**Additional Parking Spaces**”), in accordance with and subject to the terms and conditions of the Sublease:

(a) 93 parking spaces for parking at the Prevailing Rates (as defined below).

7.2 Terms and Conditions. The use of the Additional Parking Spaces and the Parking Garage shall at all times be subject to the provisions of Section 28 of Rider 1 to the Sublease, including, without limitation, the Parking Rules and Regulations.

8. FF&E License.

8.1 The FF&E. Subtenant desires to utilize the furniture, trade fixtures and equipment more particularly inventoried on Schedule 8 attached to this First Amendment (collectively, the “**FF&E**”) at no cost to Subtenant.

8.2 Grant of License. Subject to the terms and conditions of this Section 8, Sublandlord grants to Subtenant a license (the “**FF&E License**”) to use the FF&E for the Sublease Term.

8.3 Repair and Maintenance; Surrender. Subtenant agrees that it shall keep and maintain the FF&E in the same or better condition than on the Effective Date, ordinary wear and tear excepted, at Subtenant’s sole cost and expense. Subtenant shall have the right, at Subtenant’s sole cost and expense, to dispose of any FF&E which is no longer useable in Subtenant’s reasonable judgement. Upon the expiration or earlier termination of the Sublease Term,

Subtenant shall promptly surrender to Sublandlord the FF&E, in the same or better condition than on the Effective Date, ordinary wear and tear excepted.

8.4 Covenants of Subtenant. In using the FF&E and utilizing the FF&E License, Subtenant agrees to each of the following covenants:

(a) Subtenant shall take reasonable steps to protect the FF&E from damage, ordinary wear and tear excepted, caused in whole or in part by acts or omissions of Subtenant or its Responsible Parties, except for ordinary wear and tear and except from damage caused in whole or in part by acts or omissions of any of the Sublandlord Parties.

(b) Subtenant and its Responsible Parties shall utilize the FF&E License granted hereunder at their own risk and they further ASSUME ALL RISKS related to the same. Sublandlord shall have no liability to Subtenant or its Responsible Parties for any Claims related to or arising from use of the FF&E License, and Sublandlord is hereby irrevocably and forever released from the same.

8.5 No Representations or Warranties. Subtenant acknowledges and agrees that it is using the FF&E based on its "AS IS" physical condition and in an "AS IS" state of repair. Sublandlord expressly disclaims and makes no representations or warranties, whether expressed or implied, to Subtenant or to its Responsible Parties, with respect to the FF&E, including, without limitation, with respect to the suitability or fitness of the FF&E for any of the uses or purposes contemplated by the FF&E License.

9. Brokerage. Sublandlord and Subtenant each represent and warrant that they have dealt with no broker, realtor, or agent in connection with this First Amendment and its negotiation, except for (a) McLin Commercial ("Subtenant's Broker"), as Subtenant's exclusive agent, and (b) Jones Lang LaSalle ("Sublandlord's Broker," and, together with Subtenant's Broker, collectively, the "Brokers"), as Sublandlord's exclusive agent. Sublandlord shall make payment of the brokerage fee due to the Brokers pursuant to and in accordance with a separate agreement with the Brokers.

10. General Provisions.

10.1 Full Force and Effect; Conflict. Except as amended by this First Amendment, the Sublease as modified herein remains in full force and effect and is hereby ratified by Sublandlord and Subtenant. In the event of any conflict between the Sublease and this First Amendment, the terms and conditions of this First Amendment shall control.

10.2 Capitalized Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Sublease.

10.3 Successors and Assigns. This First Amendment shall, subject to the terms and conditions of the Sublease, be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

10.4 Entire Agreement. The Sublease, as amended by this First Amendment, contains the entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Sublandlord and Subtenant.

10.5 Power and Authority. Subtenant has not assigned or transferred any interest in the Sublease and has full power and authority to execute this First Amendment.

10.6 Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 Facsimile/PDF Signatures. This First Amendment may be executed by facsimile and/or .pdf signatures which shall be binding as originals on the parties hereto.

10.8 No Option. The submission of this document for examination and review does not constitute an option, an offer to lease space in the Building or an agreement to lease. This document shall have no binding effect on the parties unless and until executed by both Sublandlord and Subtenant and will be effective only upon Sublandlord's execution of the same.

10.9 Subject to Appropriation; No Multiple Year Obligation; Maximum Sublease Amount. Notwithstanding anything to the contrary herein, it is understood and agreed that any payment obligation of the Subtenant herein, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this First Amendment, encumbered for the purpose of this First Amendment and paid into the Treasury of the City and County of Denver. Sublandlord acknowledges that (i) Subtenant does not by this First Amendment, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this First Amendment is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Subtenant. In addition to the foregoing, the maximum amount to be paid by Subtenant in accordance with this First Amendment shall not exceed **ELEVEN MILLION TWO HUNDRED SIXTEEN THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND NINETY-ONE CENTS (\$11,216,373.91)** unless the Sublease is modified to increase said amount by a duly authorized and written amendment to the Sublease executed by the parties in the same manner as the Sublease. Section 1.1(q) of the Sublease is amended to provide that the aggregate maximum amount to be paid by Subtenant in accordance with the Sublease (as amended by this First Amendment) shall not exceed **TWENTY-ONE MILLION SIX HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED FOUR DOLLARS AND EIGHTY-FOUR CENTS (\$21,689,704.84)** unless the Sublease is modified to increase said amount by a duly authorized and written amendment to the Sublease executed by the parties in the same manner as the Sublease.

10.10 Effectiveness Conditions.

(a) *Effectiveness Conditions.* Notwithstanding anything in this First Amendment to the contrary, the effectiveness of this First Amendment is expressly conditioned on the satisfaction of each of the following conditions (collectively, the "Effectiveness Conditions"):

(i) Subtenant has duly executed this First Amendment and delivered the same to Sublandlord;

(ii) Sublandlord has duly executed this First Amendment and delivered the same to Subtenant; and

(iii) The Denver City Council has duly approved this First Amendment (the "Subtenant Condition").

It is expressly acknowledged and agreed that in no event shall the Expansion Premises Commencement Date be deemed to have occurred prior to the satisfaction of the Effectiveness Conditions.

(b) *Failure of Effectiveness Conditions.* If the Effectiveness Conditions have not been satisfied, or been deemed to be satisfied, on or before July 25, 2017 (the “**Contingency Deadline**”), then this First Amendment (but not the Sublease) shall automatically terminate (without penalty) on the Contingency Deadline, in which event (i) this First Amendment shall be of no further force or effect, and (ii) the Sublease shall continue in full force and effect.

(c) *The Subtenant Condition.* Subtenant shall use commercially reasonable efforts to cause the Subtenant Condition to be satisfied on or before the Contingency Deadline. Subtenant shall promptly notify Subtenant, in writing (the “**Condition Satisfaction Notice**”), once the Subtenant Condition has been satisfied. Subtenant may waive, in writing, the Subtenant Condition.

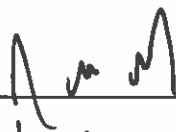
(d) *No Sublandlord's Work Prior to Satisfaction of Effectiveness Conditions.* Sublandlord shall not be required to perform any of Sublandlord's Work unless and until the Effectiveness Conditions have been satisfied, deemed satisfied or waived in writing.

[signature page follows]

Sublandlord and Subtenant have caused this First Amendment to be executed as of the First Amendment Date.

SUBLANDLORD:

THE DENVER POST LLC,
a Delaware limited liability company
f/k/a The Denver Newspaper Agency LLP,
a Delaware limited liability partnership

By: 
Name: Justin Mork
Title: CO, VP of Finance

[Subtenant's signature page follows]

SUBLANDLORD'S SIGNATURE PAGE

FIRST AMENDMENT TO SUBLEASE AGREEMENT
101 W. COLFAX AVE.
DENVER, CO 80202
(CITY AND COUNTY OF DENVER)

SUBTENANT:

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By: _____
Michael B. Hancock, Mayor

Effective Date: _____

RECOMMENDED AND APPROVED:

By: _____
Brendan Hanlon, Chief Financial
Officer

APPROVED AS TO FORM:

Kristin M. Bronson, Attorney
for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

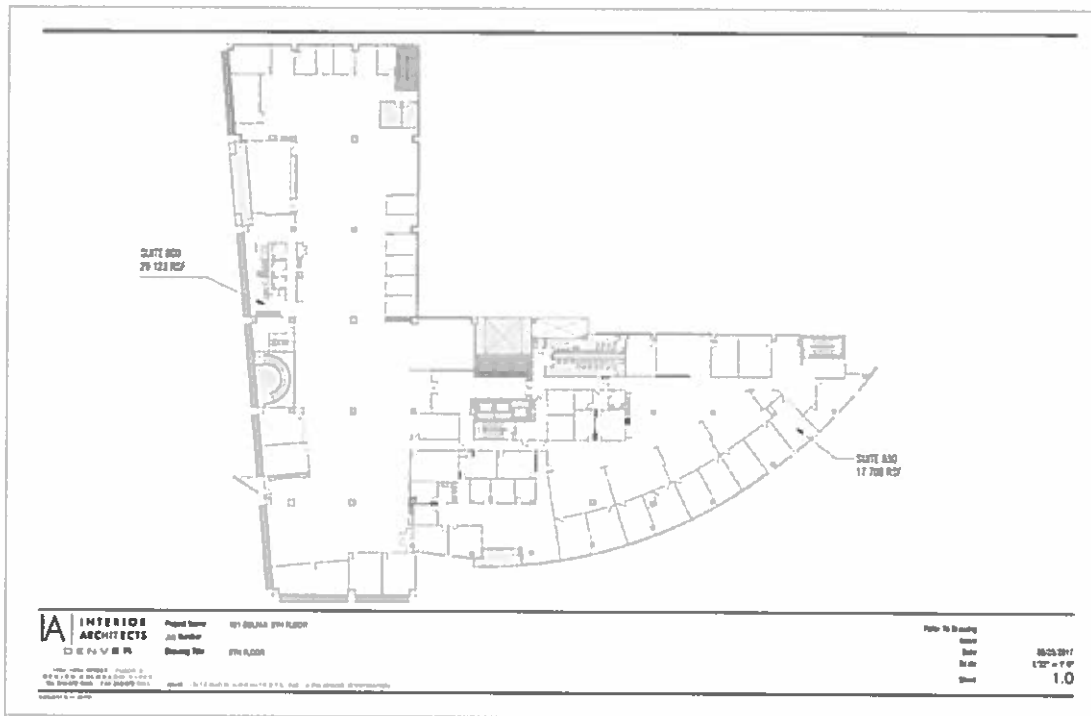
By: _____
Timothy O'Brien, Auditor
Contract Control No. _____

SUBTENANT'S SIGNATURE PAGE

FIRST AMENDMENT TO SUBLEASE AGREEMENT
101 W. COLFAX AVE.
DENVER, CO 80202
(CITY AND COUNTY OF DENVER)

EXHIBIT "A"

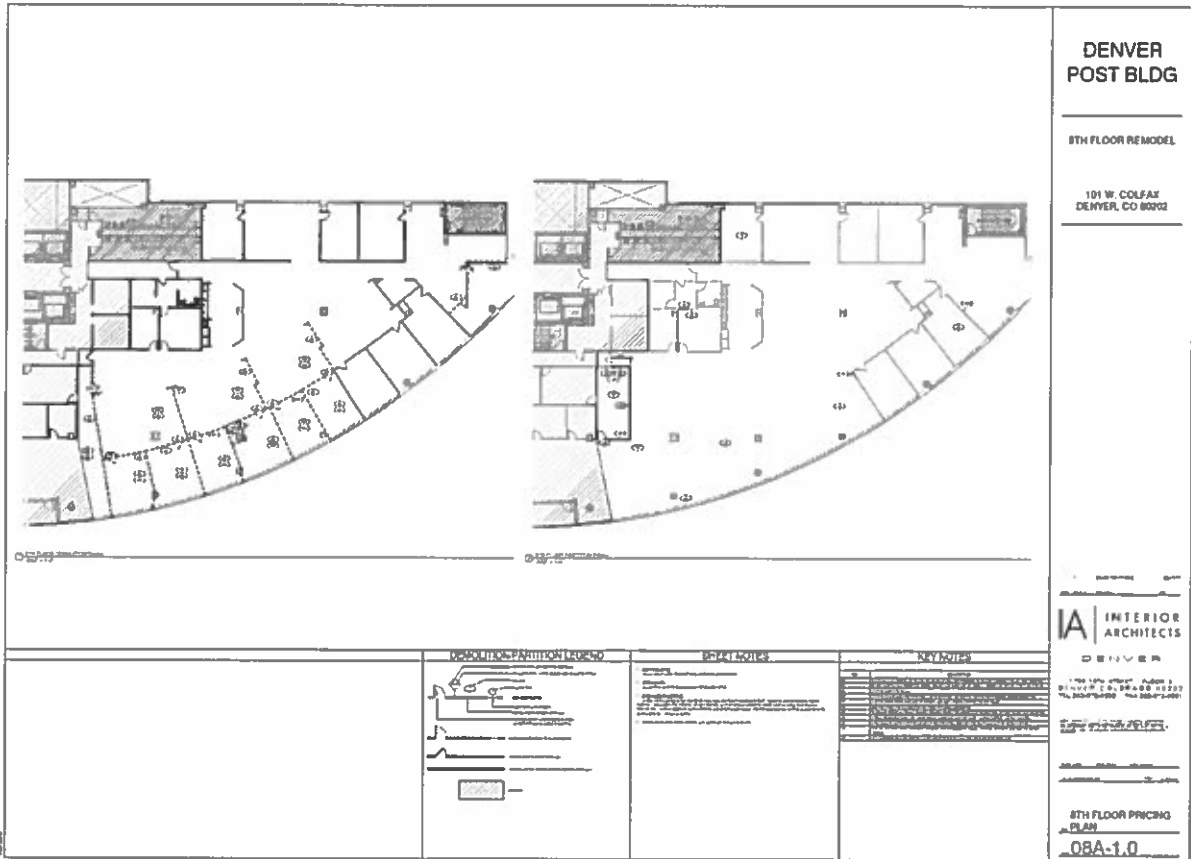
**The Expansion Premises; The First Portion & The Second Portion
(Suite 800)**



[NOTE – Any furnishings depicted on this plan are for illustration purposes only and are not included as part of the Expansion Premises]

EXHIBIT "B"
The First Portion Plan

This Exhibit "B" is for informational purposes only and does not constitute a warranty or representation concerning the size or layout of the Expansion Premises. Without limiting the foregoing, any furnishings depicted on this plan are for illustration purposes only and are not included as part of the Expansion Premises.



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SCHEDULE 8
Inventory of FF&E

Denver Post, 101 W. Colfax 8th Floor Furniture Inventory - Summary

| | | | | | |
|---------------------------|-----------------|-----|------------------|--------------------|----|
| Office/Open Office | Desk Chair | 286 | Breakroom | Table, Bar Height | 1 |
| | Side Chair | 51 | | Table, Standard | 5 |
| | Arm Chair | 59 | | Chairs, Bar Height | 3 |
| | Plush Arm chair | 42 | | Chairs, Standard | 16 |
| | Exec Chair | 4 | | | |
| | Conf Chair | 109 | Misc | Sofa | 3 |
| | Board Chair | 0 | | Sofa, Sectional | 1 |
| | Cube Desk | 210 | | Exam bed (clinic) | 1 |
| | UPGRD Cube Desk | 1 | | | |
| | Basic/Mgr Desk | 13 | | | |
| | Director Desk | 18 | | | |
| | Exec Desk | 3 | | | |
| | office Table | 18 | | | |
| | Coffee Table | 8 | | | |
| | End Table | 7 | | | |
| | Conf Table | 9 | | | |
| | Board Table | 1 | | | |
| | Ofc Cabinet | 23 | | | |
| | Ofc Credenza | 23 | | | |
| | OH Cabinet | 29 | | | |
| Bk-Shelves | 16 | | | | |
| File 2-Drawer | 71 | | | | |
| File 3-Drawer | 49 | | | | |
| File 4-Drawer | 8 | | | | |
| File 5-Drawer | 39 | | | | |

[The remainder of this page intentionally left blank]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Sublandlord and Subtenant have caused this First Amendment to be executed as of the First Amendment Date.

SUBLANDLORD:

THE DENVER POST LLC,
a Delaware limited liability company
f/k/a The Denver Newspaper Agency LLP,
a Delaware limited liability partnership

By: J v M

Name: Justin Mock

Title: CFO, VP of Finance

[Subtenant's signature page follows]

