

AFTER RECORDATION PLEASE RETURN TO:
BUTLER SNOW LLP
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Denver, Colorado 80202
Attention: Courtney L. Diguardi, Esq.

**LEASE PURCHASE AGREEMENT NO. 2026
(COLORADO CONVENTION CENTER FIRE ALARM PROJECT)**

DATED [CLOSING DATE]

BETWEEN

**DENVER PUBLIC FACILITIES LEASING TRUST 2026
(COLORADO CONVENTION CENTER FIRE ALARM PROJECT),
AS LESSOR**

AND

**CITY AND COUNTY OF DENVER, COLORADO,
AS LESSEE**

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THIS LEASE PURCHASE AGREEMENT NO. 2026 (COLORADO CONVENTION CENTER FIRE ALARM PROJECT) dated [CLOSING DATE], is entered into between the **DENVER PUBLIC FACILITIES LEASING TRUST 2026 (COLORADO CONVENTION CENTER FIRE ALARM PROJECT)**, a Colorado trust, as lessor (the “2026 Trust”), and the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), a municipal corporation and political subdivision duly organized and existing as a home rule city under the provisions of Article XX of the Constitution and the laws of the State of Colorado and the home rule Charter of the City, as lessee.

PREFACE

Unless the context otherwise requires, capitalized terms used herein will have the meanings ascribed to them herein and in Article 1 hereof.

RECITALS

1. Pursuant to the City’s Charter and home rule powers, the City is authorized to enter into leasehold agreements, subject to annual appropriations, in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes which agreements may include an option to purchase.

2. The City owns the Colorado Convention Center and the related land on which the Colorado Convention Center is located, including all of the buildings and related parking, paving, drainage and landscaping improvements located on such land; the City intends to improve the existing fire alarm system in the Colorado Convention Center (the “Project”) using lease purchase financing.

3. In respect of this lease purchase financing transaction, the City’s ownership interest in the Convention Center Parking Garage and the Denver Performing Arts Complex Garage are to constitute the “Facilities” to be leased, by the City to the 2026 Trust pursuant to the terms of this 2026 Facilities Lease.

4. The City Council of the City has determined that it is convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City (1) pursuant to the 2026 Facilities Lease, lease to the 2026 Trust the 2026 Facilities Leased Property described on Exhibit A attached hereto and license to the 2026 Trust access to the Facilities as further described on Exhibit A, as the same may be amended pursuant to the terms hereof and pursuant to the terms of the 2026 Indenture and the 2026 Lease, constituting the “2026 Facilities Leased Property” hereunder, (2) enter into this 2026 Lease to provide for the leasing of the leasehold interest of the 2026 Trust in the 2026 Facilities Leased Property, including the improvements to be provided under this 2026 Lease (the “2026 Leased Property,” as the same may be amended pursuant to the terms of this 2026 Lease), under this 2026 Lease, from the 2026 Trust, as lessor, for use by the City, as lessee, for its governmental and proprietary purposes, and the 2026 Trust grant to the City a license across, over and on the 2026 Facilities Leased Property as further described and defined herein.

5. Pursuant to the 2026 Facilities Lease, the 2026 Facilities Leased Property is to be leased by the City, as lessor, to the 2026 Trust, as lessee, and pursuant to this 2026 Lease, the 2026 Leased Property is to be leased by the 2026 Trust, as lessor, to the City, as lessee, subject only to Permitted Encumbrances.

6. The City Council has determined that it is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City (a) enter into this 2026 Lease to provide for the leasing of the 2026 Leased Property from the 2026 Trust for use by the City for its governmental purposes and (b) enter into the 2026 Facilities Lease, as defined herein, with the 2026 Trust and lease thereunder the 2026 Facilities Leased Property, as defined herein.

7. The payment by the City of Base Rentals and Additional Rentals hereunder in any future Fiscal Year is subject to the renewal by the City through Appropriation for this 2026 Lease for such future Fiscal Year.

8. The Base Rentals and Additional Rentals payable by the City under this 2026 Lease, for which specific Appropriations and Supplemental Appropriations by the City may be effected, shall constitute current expenditures of the City.

9. Neither this 2026 Lease nor the payment by the City of Base Rentals or Additional Rentals hereunder shall be deemed or construed as creating an indebtedness of the City within the meaning of any provision of the Colorado constitution, home rule Charter provision or the laws of the State of Colorado concerning or limiting the creation of indebtedness by the City and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City, within the meaning of the Denver Charter or Section 20(4) of Article X of the Colorado Constitution or a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the then current Fiscal Year. The obligation of the City to pay Base Rentals and Additional Rentals hereunder shall be from year to year only, shall constitute currently budgeted expenditures of the City, shall not constitute a mandatory charge or requirement in any ensuing budget year, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which this 2026 Lease shall be in effect. In the event that this 2026 Lease is not renewed, the sole security available to the 2026 Trust, as lessor hereunder, shall be the 2026 Leased Property, including the 2026 Trust's leasehold interest in the 2026 Leased Property pursuant to the 2026 Facilities Lease.

10. The 2026 Trust and the City intend that this 2026 Lease and related documents set forth their entire understanding and agreement regarding the terms and conditions upon which the 2026 Trust is leasing the 2026 Leased Property to the City and upon which the City is leasing the 2026 Leased Property from the 2026 Trust. It is the intention of the 2026 Trust and the City that all prior negotiations, discussions, offers and agreements between them regarding the leasing of the 2026 Leased Property from the 2026 Trust to the City be incorporated in this 2026 Lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the 2026 Trust and the City agree as follows:

* * *

ARTICLE 1 DEFINITIONS

Section 1.1 Certain Funds and Accounts. All references herein to any funds and accounts shall mean the funds and accounts so designated that are established under the 2026 Indenture.

Section 1.2 Definitions. All capitalized terms defined in Article 1 of the 2026 Indenture shall have the same meaning in this 2026 Lease. All capitalized terms used herein shall have the following meanings under this 2026 Lease:

“2026 Certificates” means the Certificates of Participation executed and delivered by the Trustee pursuant to the terms of the 2026 Indenture, the proceeds of which are to be used as set forth in the 2026 Indenture.

“2026 Facilities Lease” means the Facilities Lease Agreement No. 2026 (Colorado Convention Center Fire Alarm Project) dated the date hereof between the City, as lessor, and the 2026 Trust, as lessee, as the same may hereafter be amended, supplemented or modified from time to time.

“2026 Facilities Leased Property” means the Facilities leased by the City to the 2026 Trust under the 2026 Facilities Lease as set forth in Exhibit A of the 2026 Facilities Lease and as such Exhibit A shall be amended.

“2026 Indenture” means the Declaration and Indenture of Trust (Colorado Convention Center Fire Alarm Project) dated the date hereof entered into by the Trustee, as the same may hereafter be amended, supplemented or modified from time to time.

“2026 Lease” means this Lease Purchase Agreement, as the same may hereafter be amended, supplemented or modified from time to time.

“2026 Leased Property” means the 2026 Facilities Leased Property, all as described in Exhibit A hereto.

“2026 Trust” means the 2026 Trust created under the 2026 Indenture and denominated as “Denver Public Facilities Leasing Trust 2026 (Colorado Convention Center Fire Alarm Project).

“Additional Rentals” means, the payment or cost of all:

(a) (i) reasonable expenses and fees of the 2026 Trust related to the preparation of any reports or records of the 2026 Trust and maintenance of the existence of the 2026 Trust, including but not limited to, the costs of preparing and filing any state or federal tax returns required to be filed for the 2026 Trust, (ii) reasonable expenses and fees of the 2026 Trust and the Trustee related to the performance or discharge of responsibilities under the provisions of the 2026 Facilities Lease, this 2026 Lease or the 2026 Indenture, including the reasonable fees and expenses of any person or firm employed by the Trustee to make rebate calculations under the provisions of the

2026 Indenture and the expenses of the 2026 Trust and the Trustee in respect of any policy of insurance or surety bond obtained in respect of the 2026 Certificates, (iii) the cost of insurance premiums and insurance deductible amounts under any insurance policy reasonably deemed necessary by the Trustee to protect the 2026 Trust and the Trustee from any liability under this 2026 Lease, (iv) reasonable legal fees and expenses incurred by the Trustee to defend the Trustee from and against any legal claims as set forth in Section 2.1(g) and 11.4 hereof and (v) reasonable fees and expenses of the 2026 Trust or the Trustee incurred at the request of the City;

(b) taxes, assessments, insurance premiums, utility charges, maintenance, upkeep, repair and replacement with respect to the 2026 Leased Property or as otherwise required under this 2026 Lease; and

(c) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same, as specifically set forth in this 2026 Lease) which the City agrees to assume or pay as Additional Rentals under this 2026 Lease.

Payment by the City of any Additional Rentals requires the prior written approval of the Manager of Finance. Additional Rentals shall not include Base Rentals.

“Appropriation” means the collective procedure by which the City Council specifically appropriates funds for a purpose and the City effects an Encumbrance for such purpose. The term “Appropriation” includes an initial Appropriation and any Supplemental Appropriation.

“Approval of Special Counsel” means an opinion of Special Counsel to the effect that the matter proposed will not adversely affect the excludability from gross income for federal income tax purposes of the Interest Portion of the Base Rentals paid by the City under the 2026 Lease.

“Authorized Representative” means:

(a) in the case of the City, means the Manager of Finance or the person or persons authorized by ordinance of the City to perform any act or execute any documents; and

(b) in the case of the Trustee, as Trustee and Corporation’s assignee, any person authorized to perform any act or sign any document by or pursuant to the bylaws or any resolution of the governing body of the Trustee.

“Base Rentals” means the rental payments payable by the City during the Lease Term, which constitute payments payable by the City for and in consideration of the right to possess and use of the 2026 Leased Property as set forth on Exhibit C (Base Rentals Schedule) hereto and relating to the 2026 Certificates. The term “Base Rentals” does not include Additional Rentals.

“Base Rentals Payment Dates” means the Base Rentals Payment Dates set forth in Exhibit C (Base Rentals Schedule) hereto.

“Base Rentals Schedule” means the Base Rentals Schedule set forth in Exhibit C hereto.

“Business Day” means any day, other than a Saturday or Sunday or a day (a) on which banks located in Denver, Colorado, Salt Lake City, Utah or New York, New York are required or authorized by law or executive order to close or (b) on which the Federal Reserve System is closed. Unless specifically referred to herein as a “Business Day,” all references to “day” or “days” in this 2026 Lease shall be to calendar days.

“Charter” means the home rule charter of the City.

“City” means the City and County of Denver, Colorado, in its capacity as lessor under the 2026 Facilities Lease, and as lessee under this 2026 Lease and not in respect of its police powers or any other capacity, power or function of the City.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended and rulings and regulations promulgated thereunder.

“Colorado Convention Center” means, the Colorado Convention Center currently owned and operated by the City, including the related land on which the Colorado Convention Center is located and all of the buildings and related parking, paving, drainage and landscaping improvements located on such land, as the Colorado Convention Center exists on the date of this 2026 Lease and as the Colorado Convention Center exists and is configured during and after the Project.

“Colorado Governmental Immunity Act” means the Colorado Governmental Immunity Act codified at article 10 of title 24, C.R.S., as amended to the date hereof and as may be further amended from time to time.

“Costs of Execution and Delivery” means all items of expense directly or indirectly payable by the 2026 Trust or the Trustee, related to the authorization, execution and delivery of this 2026 Lease as further defined in the 2026 Indenture.

“Counsel” means an attorney at law or law firm (who may be counsel for the 2026 Trust) who is engaged by the Trustee.

“C.R.S.” means Colorado Revised Statutes.

“Director of Denver Arts and Venues” means the Executive Director of Denver Arts and Venues of the City duly appointed by the Mayor, or the designee of the Director of Denver Arts and Venues.

“Encumbrance” means (a) the act of submitting a written request of the City to the Director of Arts and Venues of the City and (b) the certification in writing by the Controller for the applicable Fiscal Year that (i) there is an unencumbered balance in the appropriate fund chargeable therefor sufficient to provide for the Base Rentals and the Additional Rentals, as the case may be, for the period specified in this 2026 Lease and (ii) such amounts have been set aside for such purposes.

“Event(s) of Lease Default” means any event as defined in Section 14.1 hereof.

“Event of Nonappropriation” means the termination and nonrenewal of this 2026 Lease by the City, determined by the City’s exercise of its right, for any reason, to not enact by the last day of each Fiscal Year an appropriation ordinance for the ensuing Fiscal Year which includes (a) amounts authorized and directed to be used to pay all Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due. An Event of Nonappropriation may also occur under certain circumstances described in Sections 4.2 and 10.3(c) of this 2026 Lease. The term also means a notice under this 2026 Lease of the City’s intention to not renew and therefore terminate this 2026 Lease or an event described in this 2026 Lease relating to the exercise by the City of its right to not appropriate amounts due as Base Rentals and Additional Rentals in excess of the amounts for which an Appropriation or a Supplemental Appropriation has been previously effected.

“Facilities” means, the Convention Center Parking Garage and the Denver Performing Arts Complex Garage as of the date of delivery of this 2026 Lease, all as set forth in Exhibit A of the 2026 Facilities Lease, as such Exhibit A may be amended.

“Fiscal Year” means the City’s fiscal year, which begins on January 1 and ends December 31 of the same calendar year.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the City in its capacity as lessee hereunder or the 2026 Trust.

“Governmental Person(s)” means a state or local government as defined in Section 1.103-1 of the Regulations or any instrumentality of such entity. Governmental Persons do not include the United States or any agency or instrumentality of the United States.

“Hazardous Substance” means and includes: (a) the terms “hazardous substance,” “release and “removal” which, as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. §9601 and in Colorado law, provided, however, that the term “hazardous substance” as used herein shall also include “hazardous waste” as defined in paragraph (5) of 42 U.S.C. §6903 and “petroleum” as defined in paragraph (8) of 42 U.S.C. §6991; (b) the term “superfund” as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. §9601 *et seq.*, as amended, and any similar State statute or local ordinance applicable to the 2026 Leased Property, including, without limitation, Colorado rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto; and (c) the term “underground storage tank” as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. §6991.

“Initial Term” means the period which commences on the date hereof and terminates on December 31, 2026.

“Interest Portion” means the portion of each Base Rentals payment that represents the payment of interest set forth in Exhibit C hereto.

“Lease Balance” means, collectively, the Total Aggregate Principal Portion of the Base Rentals under this 2026 Lease set forth on Exhibit C (Base Rentals Schedule) hereto, less the aggregate amount of Principal Portions of Base Rentals paid or prepaid by the City pursuant to this 2026 Lease.

“Lease Remedy” or “Lease Remedies” means any or all remedial steps provided in this 2026 Lease whenever an Event of Lease Default or an Event of Nonappropriation has happened and is continuing, which may be exercised by the Trustee, as provided in this 2026 Lease and in the 2026 Indenture.

“Lease Term” means the Initial Term and any Renewal Terms as to which the City may exercise its option to renew this 2026 Lease by effecting Appropriations of funds for the payment of Base Rentals and Additional Rentals hereunder, as provided in and subject to the provisions of this 2026 Lease. “Lease Term” refers to the time during which the City is the lessee of the Leased Property under this 2026 Lease.

“Manager of Finance” means the City’s Manager of Finance, *ex officio* Treasurer, and Chief Financial Officer, or his or her designee, and his or her successor in functions, if any.

“Manager of the Department of Transportation and Infrastructure” means the City’s Manager of the Department of Transportation and Infrastructure, or his or her designee, and his or her successor in function, if any.

“Net Proceeds” means the proceeds of any performance or payment bond, or proceeds of insurance, including self-insurance, required by this 2026 Lease or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any construction or other contract relating to the 2026 Leased Property, or proceeds derived from the exercise of any Lease Remedy or otherwise following termination of this 2026 Lease by reason of an Event of Nonappropriation or an Event of Lease Default, less (a) all expenses (including, without limitation, attorney’s fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the City, the 2026 Trust or the Trustee.

“Permitted Encumbrances,” means, with respect to the 2026 Leased Property, as of any particular time: (a) liens for taxes and assessments not then delinquent or liens which may remain unpaid pending contest pursuant to the provisions of this 2026 Lease; (b) this 2026 Lease, the 2026 Facilities Lease, the 2026 Indenture, any related fixture filing and any liens arising or granted pursuant to this 2026 Lease or the 2026 Indenture; (c) utility, access and other easements and rights of way, restrictions and other matters affecting title which the Executive Director of Arts & Venues represents will not impair the effective use or interfere with the operation of the 2026 Leased Property, including rights or privileges in the nature of easements, licenses, permits and party wall and other agreements and rights-of-way as provided in this 2026 Lease; and (d) other existing

easements, covenants, restrictions, liens and encumbrances listed on the title insurance policies delivered in respect of the Leased Property, as shown on Exhibit B hereto and any other encumbrances agreed to by the City and the 2026 Trust.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign government authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity.

“Prepayment” means any amount paid by the City, in excess of amounts due in the then current Renewal Term, pursuant to the provisions of this 2026 Lease as a prepayment of the Base Rentals due hereunder.

“Principal Portion” means the portion of each Base Rentals payment that represents the payment of principal in respect of the 2026 Leased Property set forth in Exhibit C (Base Rentals Schedule) hereto.

“Project” means the construction and equipping to upgrade and renovate the fire alarm system at the Colorado Convention Center, and any related costs.

“Purchase Option Price” means the amount payable on any date, at the option of the City, to prepay Base Rentals sufficient to defease or redeem on any date on or after December 1, 20[___] all of the Outstanding 2026 Certificates, as set forth in Exhibit C hereto, terminate the Lease Term and purchase the 2026 Trust’s leasehold interest in the 2026 Leased Property, as provided herein.

“Regulations” means the temporary, proposed or final Income Tax Regulations promulgated by the Department of the Treasury and applicable to the 2026 Lease and the 2026 Certificates.

“Renewal Term” means any portion of the Lease Term commencing on January 1 of any year and terminating on or before December 31 of the same year as provided in Article 4 hereof.

“Revenue Obligations” means any bonds notes or other obligations heretofore or hereafter issued or executed and delivered by or on behalf of the City the principal of and interest on which are payable solely from any revenues of the City, the proceeds of which have been or are to be used by or on behalf of the City to improve the Colorado Convention Center, including proceeds used for any portion of the Project.

“Revenues” means (a) all amounts payable by or on behalf of the City or with respect to the Leased Property pursuant to this 2026 Lease including, but not limited to, all Base Rentals, Prepayments, Purchase Option Prices and Net Proceeds, but not including Additional Rentals; (b) any portion of proceeds of the 2026 Certificates deposited in the Base Rentals Fund; and (c) any moneys and securities, including investment income, held by the Trustee in the Funds and Accounts established under the 2026 Indenture (except for moneys and securities, including investment income, held in the Rebate Fund).

“Special Counsel” means any counsel experienced in matters of municipal law, satisfactory to the Trustee, and listed in the list of municipal bond attorneys, as published semiannually by *The Bond Buyer*, or any successor publication.

“State” means the State of Colorado.

“Supplemental Appropriations” means any appropriation after an initial appropriation in respect of Base Rentals or Additional Rentals due under this 2026 Lease.

“Tax Certificate” means the Tax Compliance and No Arbitrage Certificate dated the date hereof and delivered by the Manager of Finance on behalf of the City with respect to this 2026 Lease.

“Trustee” means Zions Bancorporation, National Association, in its capacity as Trustee of the 2026 Trust under the 2026 Indenture, and its successors and assigns.

ARTICLE 2 REPRESENTATIONS AND COVENANTS; RELATIONSHIP OF CITY, TRUST AND TRUSTEE

Section 2.1 Representations and Covenants of the City. The City represents and covenants to the 2026 Trust and the Trustee, to the extent allowed by law and subject to renewal of this 2026 Lease and Appropriation as set forth in Article 6 hereof, as follows:

(a) The City is a municipal corporation and political subdivision duly organized and existing as a home rule city under the provisions of Article XX of the Constitution and laws of the State and the Charter. The City is authorized to enter into this 2026 Lease and the 2026 Facilities Lease and to carry out its obligations under this 2026 Lease and the 2026 Facilities Lease. The City has duly authorized and approved the execution and delivery of this 2026 Lease and the 2026 Facilities Lease and all other documents related to the execution and delivery of this 2026 Lease and the 2026 Facilities Lease.

(b) The leasing of the 2026 Facilities Leased Property by the City to the 2026 Trust pursuant to the 2026 Facilities Lease and the leasing of the 2026 Leased Property by the 2026 Trust to the City pursuant to the 2026 Lease are necessary, convenient and in furtherance of, and the 2026 Leased Property will at all times be used in connection with, the City’s governmental purposes and functions (except to the extent that subleasing of the 2026 Leased Property by the City is permitted by Section 13.2 of this 2026 Lease) and is in the best interests of the citizens of the City. No portion of the 2026 Leased Property will be used for any purpose that is not a governmental purpose.

(c) To the best knowledge of the City, none of the execution and delivery of the 2026 Facilities Lease or this 2026 Lease, nor the fulfillment of or compliance with the terms and conditions of 2026 Facilities Lease or this 2026 Lease, nor the consummation of the transactions contemplated thereby or hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City or its property is bound, or violates any Charter provision, statute, regulation,

rule, order of any court having jurisdiction, judgment or administrative order applicable to the City, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City, except for Permitted Encumbrances.

(d) The City agrees that, except for nonrenewal and nonappropriation as set forth in Article 6 hereof, if the City fails to perform any act that the City is required to perform under this 2026 Lease, the Trustee may, but shall not be obligated to, perform or cause to be performed such act, and any reasonable expense incurred by the 2026 Trust or the Trustee in connection therewith shall be an obligation owing by the City, subject to Appropriation, to the 2026 Trust or the Trustee, as the case may be, and shall bear interest at an annual rate of 12% until paid and shall be a part of Additional Rentals, and the 2026 Trust or the Trustee shall be subrogated to all of the rights of the party receiving such payment.

(e) There is no litigation or proceeding pending against the City affecting the right of the City to execute this 2026 Lease or the 2026 Facilities Lease, or the ability of the City to make the payments required hereunder or to otherwise comply with the obligations contained herein and therein, except such litigation or proceeding as has been disclosed in writing to the Trustee on or prior to the date this 2026 Lease is executed and delivered.

(f) Except for materials that are pre-existing on the 2026 Leased Property and for customary materials necessary for operating, cleaning and maintaining the 2026 Leased Property, the City shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the 2026 Leased Property without prior written notice to the Trustee and all Hazardous Substances, including, customary materials necessary for operation, cleaning and maintenance of the 2026 Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the 2026 Leased Property. If the presence of any Hazardous Substance on the 2026 Leased Property caused or permitted by the City results in contamination of the 2026 Leased Property, or if contamination of the 2026 Leased Property by Hazardous Substance otherwise occurs for which the City is legally liable for damage resulting therefrom, then the City shall defend, subject to Appropriation, the 2026 Trust and the Trustee from claims for damages, penalties, fines, costs, liabilities or losses. This duty to defend is not an indemnification, it is expressly understood that the City is not indemnifying the 2026 Trust or the Trustee and expenses of such defense shall constitute Additional Rentals. Without limiting the foregoing, if the presence of any Hazardous Substance on the Leased Property caused or permitted by the City results in any contamination of the 2026 Leased Property, the City shall provide prior written notice to the Trustee and promptly take all actions at its sole expense (which expenses shall constitute Additional Rentals) as are necessary to effect remediation of the contamination in accordance with legal requirements.

(g) The City hereby agrees to defend, subject to Appropriation, the 2026 Trust and the Trustee against any and all claims for losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against the 2026 Trust or the Trustee for, with respect to or as a direct or indirect result of the failure of the 2026 Leased Property to comply with any changes, after the date of occupancy by the City, in applicable laws concerning access to or use of the 2026 Leased Property by handicapped or disabled persons,

specifically including, but not by way of limitation, any failure to comply with the requirements of the Americans With Disabilities Act (P.L. 101-336) during the time the City occupies the 2026 Leased Property. This duty to defend is not an indemnification and it is expressly understood that the City is not indemnifying the 2026 Trust or the Trustee.

(h) The City covenants and agrees to comply with any applicable covenants and requirements of the City set forth in the Tax Certificate.

Section 2.2 Representations and Covenants of the 2026 Trust. The Trustee, on behalf of the 2026 Trust, represents and covenants as follows:

(a) The 2026 Trust has been created as a Colorado trust pursuant to the 2026 Indenture and in accordance with the laws of the State, formed exclusively to lease the 2026 Facilities Leased Property from the City pursuant to the 2026 Facilities Lease, to acquire a leasehold interest in the 2026 Leased Property and to lease the 2026 Leased Property to the City.

(b) So long as no Event of Lease Default or Event of Nonappropriation has occurred and is then existing, and except as specifically provided in the 2026 Facilities Lease or this 2026 Lease, the 2026 Trust shall not pledge or assign its right, title and interest in and to (i) the 2026 Facilities Lease or this 2026 Lease, (ii) the Base Rentals, other Revenues and collateral, security interests and attendant rights and obligations which may be derived under the 2026 Facilities Lease or this 2026 Lease and (iii) the 2026 Facilities Leased Property and any reversion therein or any of its other rights under the 2026 Facilities Lease or this 2026 Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to and under the 2026 Facilities Lease or this 2026 Lease or the Leased Property, except for Permitted Encumbrances.

(c) Neither the execution and delivery of the 2026 Facilities Lease, this 2026 lease or the 2026 Indenture by the Trustee, on behalf of the 2026 Trust, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the 2026 Trust or the Trustee is now a party or by which the 2026 Trust or the Trustee is bound, or constitutes a default under any of the foregoing.

(d) There is no litigation or proceeding pending against the 2026 Trust or the Trustee affecting the right of the 2026 Trust to acquire a leasehold interest in the 2026 Facilities Leased Property pursuant to the 2026 Facilities Lease and execute the 2026 Facilities Lease and this 2026 Lease or the Trustee to execute the 2026 Indenture and perform the 2026 Trust's obligations thereunder, except such litigation or proceeding as has been disclosed in writing to the City on or prior to the date the 2026 Facilities Lease and this 2026 Lease are executed and delivered.

(e) Pursuant to the 2026 Indenture, the Trustee is authorized to act for and on behalf of the 2026 Trust, including the execution and delivery of the 2026 Facilities Lease and this 2026 Lease as Trustee for the 2026 Trust.

Section 2.3 Nature of 2026 Lease. The annually renewable obligations of the City under this 2026 Lease are payable solely from Base Rentals and Additional Rentals which may be

derived under this 2026 Lease and other Revenues and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, Charter or statutory provision or limitation nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the then current Fiscal Year. This 2026 Lease may not be renewed in the event that funds are not specifically budgeted and available from an Appropriation which has been effected by the City to continue paying all Base Rentals and Additional Rentals during the next occurring Fiscal Year, and that the act of effecting an Appropriation is a governmental act and, as such, is solely within the discretion of the City.

Section 2.4 City Acknowledgment and Consent of Certain Matters. The City acknowledges the 2026 Indenture and the Trustee's authority to act on behalf of the 2026 Trust with respect to all rights, title, and interests of the 2026 Trust, in, to and under the 2026 Facilities Lease and this 2026 Lease and the 2026 Leased Property and agrees to the appointment of the Trustee, pursuant to the 2026 Indenture. The City also acknowledges the execution and delivery by the Trustee of the 2026 Certificates pursuant to the provisions of the 2026 Indenture.

Section 2.5 Relationship of City, 2026 Trust and Trustee. The relationship of the City and the Trustee, on behalf of the 2026 Trust, respectively, under this 2026 Lease is, and shall at all times remain, solely that of lessee and lessor, and Trustee, on behalf of the 2026 Trust, respectively; and the City neither undertakes nor assumes any responsibility or duty to the 2026 Trust or the Trustee or to any third party with respect to the 2026 Trust's or the Trustee's obligations relating to the 2026 Leased Property; and neither the 2026 Trust nor the Trustee, on behalf of the 2026 Trust, undertakes or assumes any responsibility or duty to the City or to any third party with respect to the City's obligations relating to the 2026 Leased Property. Notwithstanding any other provisions of this 2026 Lease: (a) the City and the Trustee are not, and do not intend to be construed to be, partners, joint venturers, members, alter egos, managers, controlling persons or other business associates or participants of any kind of either of the other, and the City and the Trustee, on behalf of the 2026 Trust, do not intend to ever assume such status; and (b) the City and the Trustee shall not be deemed responsible for, or a participant in, any acts, omissions or decisions of either of the other.

ARTICLE 3

LEASE OF THE 2026 LEASED PROPERTY; NO MERGER; NO REIMBURSEMENT

The 2026 Trust demises and leases the 2026 Leased Property to the City and the City leases the 2026 Leased Property from the 2026 Trust, in accordance with the provisions of this 2026 Lease, subject only to Permitted Encumbrances and the City's right to not appropriate, to have and to hold for the Lease Term.

The City and the 2026 Trust acknowledge that the City owns the 2026 Leased Property and the City has leased the 2026 Leased Property to the 2026 Trust pursuant to the 2026 Facilities Lease. The City and the 2026 Trust intend that there be no merger of the City's interests as sublessee under this 2026 Lease and the City's ownership interest in the 2026 Leased Property so as to cause the cancellation of the 2026 Facilities Lease or this 2026 Lease, or an impairment of

the leasehold and subleasehold interests intended to be created by the 2026 Facilities Lease and this 2026 Lease.

The City acquired, constructed and equipped the Colorado Convention Center with proceeds of certain Revenue Obligations, portions of which are outstanding. The City is leasing a portion (the initial 2026 Facilities Leased Property) of the Colorado Convention Center to the 2026 Trust pursuant to the terms and provisions of the 2026 Facilities Lease and leasing the 2026 Facilities Leased Property back as the 2026 Leased Property from the 2026 Trust pursuant to the 2026 Lease. The City will not be reimbursed for its prior acquisition or construction of such initial 2026 Facilities Leased Property or any other portion of the existing Colorado Convention Center as of the date of the 2026 Lease from proceeds of the 2026 Certificates. The City will retain title to the 2026 Facilities Leased Property and the 2026 Trust will have a leasehold interest in the 2026 Facilities Leased Property (as the 2026 Leased Property) under the 2026 Facilities Lease.

ARTICLE 4 LEASE TERM

Section 4.1 Duration of Lease Term. The Lease Term for this 2026 Lease shall commence as of the date hereof. The Initial Term shall terminate on December 31, 2026. This 2026 Lease may be renewed, solely at the option of the City, for the number of Renewal Terms represented on Exhibit C (Base Rentals Schedule) attached hereto. The maximum Lease Term in respect of the 2026 Leased Property does not exceed the weighted average useful life of the 2026 Leased Property at the time this 2026 Lease is being executed and delivered.

The Manager of Finance or other officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the City Council, in any year in which this 2026 Lease shall be in effect, items for all payments required for the ensuing Renewal Term under this 2026 Lease until such time, if any, as the City may determine to not renew and terminate this 2026 Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an Appropriation or Supplemental Appropriation for the Base Rentals and Additional Rentals shall be made solely by the City Council and the actions of the officials of the City as further provided in the following paragraph.

Not later than December 15 of the then current Initial Term or Renewal Term the Manager of Finance shall give written notice (in substantially the form set forth in Exhibit D attached hereto) to the Trustee that either:

(a) the City has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all of the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2, 6.3 and 6.4 hereof, whereupon, the 2026 Lease shall be renewed for the ensuing Fiscal Year; or

(b) the City has determined, for any reason, not to renew this 2026 Lease for the ensuing Fiscal Year.

Subject to the provisions of Section 6.4(a) hereof, the failure to give such notice shall not constitute an Event of Lease Default, nor prevent the City from electing to not renew this 2026 Lease, nor result in any liability on the part of the City. The City's option to renew or not to renew this 2026 Lease shall be conclusively determined by whether or not the applicable Appropriation has been made on or before December 31 of each Fiscal Year, all as further provided in Article 6 hereof.

The terms and conditions hereof during any Renewal Term shall be the same as the terms and conditions hereof during the Initial Term, except that the Purchase Option Price and the Base Rentals shall be as provided in Article 12 and Exhibit C (Base Rentals Schedule) hereof.

Section 4.2 Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the occurrence of an Event of Nonappropriation under this 2026 Lease (provided that the Lease Term will not be deemed to have been terminated if the Event of Nonappropriation is cured as provided in Section 6.4 hereof);

(b) the release of the 2026 Leased Property under this 2026 Lease to the City upon payment of the Purchase Option Price or all Base Rentals and Additional Rentals, for which an Appropriation has been effected by the City for such purpose, as provided in Section 12.2(a) or (b) hereof;

(c) an uncured Event of Lease Default and termination of this 2026 Lease under Article 14 hereof by the Trustee; or

(d) in the event that the Purchase Option Price is not paid in full on the scheduled purchase date, the date that is one hundred eighty (180) days after the scheduled purchase date.

Except for an event described in subparagraph (a) above, upon termination of the Lease Term, the City agrees to peaceful delivery of the 2026 Leased Property to the Trustee.

Termination of the Lease Term shall terminate all unaccrued obligations of the City under this 2026 Lease and shall terminate the City's rights of possession under this 2026 Lease (except to the extent of the holdover provisions of Sections 6.5 and 14.2(d)(i) hereof, and except for any conveyance pursuant to Article 13 or release pursuant to Article 12 hereof). Termination of the Lease Term pursuant to (a) or (c) above shall not result in the termination of the City's rights under the 2026 Facilities Lease. All obligations of the City accrued prior to such termination shall be continuing until the Trustee agrees in writing that such accrued obligations have been satisfied.

Upon termination of the Lease Term, any moneys received by the Trustee in excess of the amounts necessary to terminate the 2026 Indenture shall be paid to the City.

ARTICLE 5
ENJOYMENT OF THE 2026 LEASED PROPERTY

Section 5.1 2026 Trust’s Covenant of Quiet Enjoyment. The Trustee, on behalf of the 2026 Trust, hereby covenants that the City shall, during the Lease Term, peaceably and quietly have, hold and enjoy the 2026 Leased Property without suit, trouble or hindrance from the 2026 Trust, except as expressly required or permitted by this 2026 Lease. The 2026 Trust shall not interfere with the quiet use and enjoyment of the 2026 Leased Property by the City during the Lease Term so long as no Event of Lease Default or Event of Nonappropriation shall have occurred. The Trustee, on behalf of the 2026 Trust, shall, at the request of the City and at the cost of the City, join and cooperate fully in any legal action in which the City asserts against third parties its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the 2026 Leased Property. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the 2026 Leased Property and shall be joined in any action affecting its liabilities hereunder.

The provisions of this Article 5 shall be subject to the Trustee’s right, acting for the 2026 Trust, to inspect the 2026 Leased Property and examine and inspect the City’s books and records with respect thereto as provided in Section 11.5 hereof.

Section 5.2 City’s Need for the 2026 Leased Property. The City has determined and hereby determines that it has a current need for the 2026 Leased Property. It is the present intention and expectation of the City that this 2026 Lease will be renewed annually until the Trust’s interests in the 2026 Facilities Lease are released and unencumbered title to the 2026 Leased Property is acquired by the City pursuant to this 2026 Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City. The City has determined and hereby determines that the Base rentals under this 2026 Lease during the Lease Term for the 2026 Leased Property represent the fair value of the use of the 2026 Leased Property and that the Purchase Option Price for the 2026 Leased Property, under factors and conditions known as of the effective date of the 2026 Lease, will most likely represent the fair purchase price of the 2026 Leased Property at the time of the exercise of the option. The City has determined and hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the City under an economic compulsion to renew this 2026 Lease or to exercise its option to purchase the 2026 Leased Property hereunder. In making such determinations, the City has given consideration to the estimated current value of the 2026 Leased Property, the uses and purposes for which the 2026 Leased Property will be employed by the City, the benefit to the citizens and inhabitants of the City by reason of the use and occupancy of the 2026 Leased Property pursuant to the terms and provisions of this 2026 Lease, and the City’s option to purchase the 2026 Leased Property. The City hereby determines and declares that the period during which the City has an option to purchase the 2026 Leased Property (i.e., the entire maximum Lease Term for the 2026 Leased Property) does not exceed the weighted average useful life of the 2026 Leased Property.

ARTICLE 6
PAYMENTS BY THE CITY

Section 6.1 Payments to Constitute Currently Budgeted Expenditures of the City.

The City and the Trustee acknowledge and agree that the Base Rentals, Additional Rentals and any other obligations hereunder shall constitute currently budgeted expenditures of the City, if an Appropriation or Supplemental Appropriation has been effected for such purpose. The City's obligations to pay Base Rentals, Additional Rentals and any other obligations under this 2026 Lease shall be from year to year only (as further provided in Article 4 and Sections 6.2 and 6.4 hereof), shall extend only to moneys for which an Appropriation or Supplemental Appropriation has been effected by the City, and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this 2026 Lease shall be construed or interpreted as a delegation of governmental powers or as creating a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City or a general obligation or other indebtedness of the City within the meaning of any constitutional, Charter or statutory debt limitation, including without limitation Article X, Section 20 or Article XI, Sections 1, 2 and 6 of the Constitution of the State. This 2026 Lease shall not directly or indirectly obligate the City to make any payments beyond those for which an Appropriation or Supplemental Appropriation has been effected by the City for the City's then current Fiscal Year. The City shall be under no obligation whatsoever to exercise its option to purchase the 2026 Leased Property. No provision of this 2026 Lease shall be construed to pledge or to create a lien on any class or source of City moneys, nor shall any provision of this 2026 Lease restrict the future issuance of any City bonds or obligations payable from any class or source of City moneys.

Section 6.2 Base Rentals, Purchase Option Price and Additional Rentals.

(a) The City shall pay Base Rentals for which an Appropriation or Supplemental Appropriation has been effected by the City, directly to the Trustee during the Initial Term and any Renewal Term, on the Base Rentals Payment Dates and in the total Base Rentals amounts set forth in Exhibit C (Base Rentals Schedule) attached hereto and made a part hereof. For federal and state income tax purposes, a portion of each payment of Base Rentals is designated and will be paid as interest, and Exhibit C (Base Rentals Schedule) hereto set forth the Interest Portion of each payment of Base Rentals. The City shall receive credit against its obligation to pay Base Rentals to the extent moneys are held by the Trustee on deposit in a Base Rentals Fund created under the 2026 Indenture and are available to pay Base Rentals. The City acknowledges that upon receipt by the Trustee of each payment of Base Rentals, the Trustee, pursuant to the terms of the 2026 Indenture, is to deposit the amount of such Base Rentals in the Base Rentals Fund.

(b) The City may, on December 1, 20[___] or any date thereafter, pay the then applicable Purchase Option Price for the purpose of terminating this 2026 Lease and the 2026 Facilities Lease in respect of the 2026 Leased Property all as further provided in Article 12 hereof. The City shall give the Trustee notice of its intention to exercise the option not less than thirty (30) days in advance of the date on which the termination and release is to occur and shall deposit with the Trustee the applicable Purchase Option Price on or before such termination and release date.

Subject to the Approval of Special Counsel, the City may also, at any time during the Lease Term, (1) prepay any portion of the Base Rentals due under this 2026 Lease in respect of the 2026 Leased Property and (2) in connection with such prepayment, recalculate the Base Rentals set forth in Exhibit C (Base Rentals Schedule) in respect of the 2026 Leased Property, as the case may be. Any such revised Exhibit C (Base Rentals Schedule) shall be prepared by the Manager of Finance, delivered to the Trustee, and shall be effective upon approval by City Council and execution of an amendment by City and Trustee on behalf of the 2026 Trust to this 2026 Lease. The City shall give the Trustee notice of its intention to exercise this prepayment option not less than thirty (30) days in advance of the date of exercise and shall deposit with the Trustee prior to or contemporaneously with the date of exercise the applicable amount of Base Rentals to be prepaid.

(c) If the City shall have given notice to the Trustee of its intention to prepay Base Rentals but shall not have deposited the amounts with the Trustee on the date specified in such notice, the City shall continue to pay Base Rentals, which have been specifically appropriated by the City for such purpose, as if no such notice had been given.

(d) All Additional Rentals for which an Appropriation or Supplemental Appropriation has been effected shall be paid by the City on a timely basis directly to the person or entity to which such Additional Rentals are owed. If estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be prepared under Section 4.1 hereof and such budget furnished to the Trustee, an itemization of such estimated Additional Rentals shall be furnished by the City to the Trustee on or before the December 31 preceding such Fiscal Year. This 2026 Lease shall be deemed and construed to be an “absolute net lease” as further provided in Section 15.7 hereof.

Section 6.3 Manner of Payment. The Base Rentals, for which an Appropriation or Supplemental Appropriation has been effected by the City, and, if paid, the Purchase Option Price, shall be paid or prepaid by the City to the Trustee at its corporate trust office by City warrant or by wire transfer of federal funds, certified funds or other method of payment acceptable to the Trustee in lawful money of the United States of America to the Trustee at its corporate trust office.

The obligation of the City to pay the Base Rentals and Additional Rentals as required under this Article 6 and other sections hereof in any Fiscal Year for which an Appropriation has been effected by the City for the payment thereof shall be absolute and unconditional, and payment of the Base Rentals and Additional Rentals in such Fiscal Years shall not be abated through accident or unforeseen circumstances, or any default by the Trustee, on behalf of the 2026 Trust, under this 2026 Lease, or under any other agreement between the City and the 2026 Trust, or for any other reason including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2026 Leased Property, commercial frustration of purpose, or failure of the 2026 Trust, to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this 2026 Lease, it being the intention of the parties that the payments required by this 2026 Lease will be paid in full when due without any delay or diminution whatsoever, SUBJECT ONLY TO THE ANNUALLY RENEWABLE NATURE OF THE CITY’S OBLIGATION TO MAKE PAYMENTS HEREUNDER AS SET FORTH IN SECTION 6.1 HEREOF, and further subject to the City’s rights under Section 9.3 hereof. Notwithstanding any dispute between the City and the 2026 Trust or the Trustee, the City shall, during the Lease Term, make all payments of appropriated Base

Rentals and Additional Rentals in such Fiscal Years and shall not withhold any Base Rentals or Additional Rentals, for which an Appropriation has been effected by the City, pending final resolution of such dispute (except to the extent permitted by Sections 8.2 and 9.3 hereof with respect to certain Additional Rentals), nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Trustee, on behalf of the 2026 Trust, shall affect the City's obligation to pay all Base Rentals and Additional Rentals, for which a specific Appropriation or Supplemental Appropriation has been effected by the City for such purpose, in such Fiscal Years subject to this Article (except to the extent provided by Sections 8.2 and 9.3 hereof with respect to certain Additional Rentals).

Section 6.4 Nonappropriation; Supplemental Appropriation. In the event that the City gives notice that it intends to not renew the 2026 Lease as provided by Section 4.1 hereof or the City shall not effect an Appropriation or Supplemental Appropriation, on or before December 31 of each Fiscal Year, of moneys to pay all Base Rentals and reasonably estimated Additional Rentals coming due for the next ensuing Renewal Term as provided in Section 4.1 hereof and this Article, an Event of Nonappropriation shall be deemed to have occurred; subject, however, to each of the following provisions:

(a) In the event the Trustee does not receive the written notice provided for by Section 4.1 hereof or evidence that an Appropriation or Supplemental Appropriation has been effected by the City on or before December 31 of a Fiscal Year, then the Trustee, on behalf of the 2026 Trust, shall declare and provide notice of an Event of Nonappropriation on the first Business Day of the January following such Fiscal Year or such declaration shall be made on any earlier date on which (1) the Trustee receives official, specific written notice from the City that this 2026 Lease will not be renewed or (2) the Trustee has determined that a Supplemental Appropriation has not been effected by the City to provide the Base Rentals remaining to be paid in the then current Lease Term.

(b) The Trustee shall waive any Event of Nonappropriation which is cured by the City within thirty (30) days of the receipt by the City of notice from the Trustee as provided in (a) above by a duly effected Appropriation or Supplemental Appropriation to pay all Base Rentals and sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Renewal Term.

(c) In the event that during the Initial Term or any Renewal Term, any Additional Rentals shall become due which were not included in a duly effected Appropriation or Supplemental Appropriation and moneys are not specifically budgeted and appropriated or otherwise made available to pay such Additional Rentals within sixty (60) days subsequent to the date upon which such Additional Rentals are due, an Event of Nonappropriation shall be deemed to have occurred, upon notice by the Trustee to the City to such effect (subject to waiver by the Trustee as hereinbefore provided).

If an Event of Nonappropriation occurs, the City shall not be obligated to make payment of the Base Rentals or Additional Rentals or any other payments provided for herein which accrue after the last day of the Initial Term or any Renewal Term during which such Event of Nonappropriation occurs; provided, however, that, subject to the limitations of Sections 6.1 and 14.3 hereof, the City shall continue to be liable for Base Rentals and Additional Rentals allocable

to any period during which the City shall continue to occupy, use or retain possession of the Leased Property.

Subject to Section 6.5 hereof, and the 2026 Facilities Lease, the City shall in all events vacate or surrender possession of the 2026 Leased Property by March 1 of the Renewal Term in respect of which an Event of Nonappropriation has occurred.

After March 1 of the Renewal Term in respect of which an Event of Nonappropriation has occurred, the Trustee, on behalf of the 2026 Trust, may proceed to exercise all or any Lease Remedies.

The City acknowledges and agrees that, upon the occurrence of an Event of Nonappropriation (a) the Trustee shall be entitled to exercise all remedies set forth in Section 14.2 hereof, (b) the Trustee shall be entitled to all moneys then being held in all funds created under the 2026 Indenture to be used as described therein and (b) all property, funds and rights acquired by the Trustee, on behalf of the 2026 Trust, upon the termination of this 2026 Lease by reason of an Event of Nonappropriation are to be held by the Trustee as set forth in the 2026 Indenture.

Section 6.5 Holdover Tenant. If the City fails to vacate the 2026 Leased Property after termination of this 2026 Lease, with the written permission of the Trustee it will be deemed to be a holdover tenant on a month-to-month basis and will be bound by all of the other terms, covenants and agreements of this 2026 Lease. Any holding over by the City without the written permission of the Trustee shall be at sufferance. The amount of rent to be paid during any period when the City is deemed to be a holdover tenant will be equal to (a) one sixth of the Interest Portion of the Base Rentals coming due on the next succeeding Base Rentals Payment Date plus one twelfth of the Principal Portion of the Base Rentals coming due on the next succeeding Base Rentals Payment Date on which a Principal Portion of the Base Rentals would have been payable with appropriate adjustments to ensure the full payment of such amounts on the due dates thereof in the event termination occurs during a Renewal Term plus (b) Additional Rentals as the same shall become due.

ARTICLE 7 2026 FACILITIES LEASE; TITLE INSURANCE; DISBURSEMENTS FOR THE PROJECT

Section 7.1 2026 Facilities Lease. At the time of execution of this 2026 Lease, the City shall have leased to the 2026 Trust, and the 2026 Trust shall have leased from the City, the 2026 Facilities Leased Property pursuant to the 2026 Facilities Lease. As further provided in Section 8.1 hereof, a leasehold interest in the 2026 Leased Property shall be held by the Trustee, on behalf of the 2026 Trust, subject to this 2026 Lease.

The City agrees to comply with all applicable federal, State and local laws in connection with the making of any construction or other contracts relating to the 2026 Leased Property.

So long as this 2026 Lease is in full force and effect and no Event of Nonappropriation or Event of Lease Default shall have occurred, the City shall have full power to carry out the acts and agreements provided in this Section 7.1, and such power is granted and conferred under this 2026

Lease to the City and is accepted by the City and shall not be terminated or restricted by act of the Trustee for itself or the 2026 Trust or the City, except as provided in this Section 7.1.

Section 7.2 Title Insurance. On the date this 2026 Lease is executed and delivered, the City shall provide a title insurance policy, or binding commitment therefor, in respect of the 2026 Leased Property under which the 2026 Trust's leasehold ownership interest in the 2026 Leased Property is insured has been provided, in an amount no less than the initial Lease Balance and subject only to Permitted Encumbrances.

Section 7.3 Disbursements for the Project and Costs of Execution and Delivery of this 2026 Lease. The 2026 Indenture provides that the Trustee shall disburse the moneys held by the Trustee to pay for the Project and Costs of Execution and Delivery of this 2026 Lease. Such disbursements shall be made by the Trustee upon receipt by the Trustee of the following:

- (a) an originally executed counterpart of the 2026 Indenture;
- (b) an originally executed counterpart of the 2026 Lease;
- (c) an originally executed counterpart of the 2026 Facilities Lease;
- (d) an opinion of Special Counsel to the City as to the validity and enforceability of the 2026 Facilities Lease, the 2026 Lease and the validity and enforceability of the 2026 Certificates; and
- (e) a certified copy of the Ordinance adopted by the City Council approving the 2026 Lease and the 2026 Facilities Lease.

ARTICLE 8

TITLE TO THE 2026 LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the 2026 Leased Property. At all times during the Lease Term, title to the 2026 Facilities Leased Property shall remain in the City, subject to the 2026 Facilities Lease, this 2026 Lease and any other Permitted Encumbrances. Except for personal property purchased by the City at its own expense pursuant to Section 9.2 of this 2026 Lease, a leasehold interest in the 2026 Leased Property, including any and all additions and modifications thereto and replacements thereof, shall be held in the name of the 2026 Trust until the Trustee has exercised Lease Remedies or until the 2026 Trust's leasehold interest in the 2026 Leased Property is released as provided in Article 12 hereof, notwithstanding (a) the occurrence of an Event of Nonappropriation; (b) the occurrence of one or more Events of Lease Default; (c) the occurrence of any event of damage, destruction, condemnation, or, construction, manufacturing or design defect or title defect, as provided in Article 10 hereof; or (d) the violation by the 2026 Trust of any provision of this 2026 Lease.

Section 8.2 No Encumbrance, Mortgage or Pledge of the 2026 Leased Property. Except as may be permitted by this 2026 Lease, the City shall not permit any mechanic's or other lien to be established or remain against the 2026 Leased Property; provided that, if the City shall first notify the Trustee of the intention of the City to do so, the City may in good faith contest any

mechanic's or other lien filed or established against the 2026 Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items the 2026 Trust's leasehold interest in the 2026 Leased Property will be materially endangered, or the 2026 Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Trustee, on behalf of the 2026 Trust, will cooperate in any such contest. Except as may be permitted by this 2026 Lease, the City shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the 2026 Leased Property, except Permitted Encumbrances. The City shall promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above.

ARTICLE 9 MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1 Maintenance of the 2026 Leased Property by the City. Subject to its right to not appropriate and as otherwise provided in Section 10.3 hereof, the City agrees that, at all times during the Lease Term, the City will (a) maintain, preserve and keep the 2026 Leased Property or cause the 2026 Leased Property to be maintained, preserved and kept, in good repair, working order and condition, and (b) will from time to time make or cause to be made all necessary and proper repairs, including replacements, if necessary. Neither the 2026 Trust nor the Trustee shall have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the Leased Property.

Section 9.2 Modification of the 2026 Leased Property; Installation of Furnishings and Machinery of the City. The City shall have the privilege of making substitutions, additions, modifications and improvements to the 2026 Leased Property, at its own cost and expense, as appropriate and any such substitutions, additions, modifications and improvements to the 2026 Leased Property shall be subject to the leasehold interest of the 2026 Trust, subject to the provisions of the 2026 Facilities Lease and this 2026 Lease and shall be included under the terms of the 2026 Facilities Lease and this 2026 Lease; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the 2026 Leased Property or cause the 2026 Leased Property to be used for purposes other than lawful governmental or proprietary functions of the City (except to the extent of subleasing permitted under Section 13.2 hereof); and provided that the 2026 Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the 2026 Leased Property immediately prior to such making of substitutions, additions, modifications and improvements.

The City may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the 2026 Leased Property. All such machinery, equipment and other tangible property shall remain the sole property of the City in which neither the 2026 Trust nor the Trustee shall have any interests; provided, however, that a

leasehold ownership interest in any such machinery, equipment and other tangible property which becomes permanently affixed to the 2026 Leased Property shall be in the 2026 Trust, subject to the 2026 Facilities Lease, and shall be included under the terms of this 2026 Lease and the 2026 Facilities Lease, in the event the Trustee shall reasonably determine that the 2026 Leased Property would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 9.3 Taxes, Other Governmental Charges and Utility Charges. In the event that the 2026 Leased Property shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the City shall pay the amount of all such taxes, assessments and governmental charges then due, as Additional Rentals. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances, the City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the 2026 Leased Property (including, without limitation, any taxes levied upon the 2026 Leased Property which, if not paid, will become a charge on the rentals and receipts from the 2026 Leased Property, or any interest therein, including the leasehold interest of the 2026 Trust), or the rentals and revenues derived therefrom or hereunder. The City shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges incurred in the operation, maintenance and upkeep of the 2026 Leased Property.

The City may, at its expense, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items the value of the 2026 Leased Property will be materially endangered or the 2026 Leased Property will be subject to loss or forfeiture, or the 2026 Trust or the Trustee will be subject to liability, in which event such taxes, assessments, utility or other charges shall be paid forthwith (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility or other charges).

Section 9.4 Provisions for Liability, Property and Worker's Compensation Insurance. The City shall, at its own expense, cause casualty and/or property insurance to be carried and maintained with respect to the 2026 Leased Property in an amount equal to the estimated replacement cost of the 2026 Leased Property. The City may, in its discretion, insure the 2026 Leased Property under blanket insurance policies that insure not only the 2026 Leased Property, but other property as well, as long as such blanket insurance policies comply with the requirements hereof. Any property damage insurance policy required by this Section shall be so written or endorsed as to show the 2026 Trust and the Trustee as loss payee.

The City shall, at its own expense, cause commercial general liability insurance and public liability insurance, including blanket contractual liability or specific contractual liability insurance for this 2026 Lease to be carried and maintained or, at the City's option, shall self-insure in connection with the use and possession of the 2026 Leased Property. Insurance coverage may be limited by endorsement to the 2026 Leased Property. This coverage may be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act, as the

same may from time to time be amended for claims to which the defense of sovereign immunity applies. The commercial general liability insurance required by this Section may be by blanket insurance policy or policies. Any commercial general liability insurance policy required by this Section shall be so written or endorsed as to show the Trustee as an additional insured. The public liability insurance required by this Section may be by blanket insurance policy or policies.

The City shall, at its own expense, cause worker's compensation insurance to be procured or, at the City's option, shall self-insure and maintained covering the City's employees working in or on the 2026 Leased Property. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without at least thirty (30) days' prior written notice or, in the event of nonpayment of premiums, ten (10) days' prior written notice, to the City, the 2026 Trust and the Trustee. In the event the City receives such notice of cancellation, it shall also immediately notify the 2026 Trust and Trustee of any cancellation notice. A certificate issued by the worker's compensation carrier evidencing such coverage shall be provided by the City to the 2026 Trust and the Trustee. The worker's compensation insurance required by this Section may be by blanket insurance policy or policies. The City may self-insure for worker's compensation insurance provided that such self-insurance (a) is approved by the Colorado Department of Labor's Division of Worker's Compensation and (b) the self-insurance fund is held in a trust fund created for this purpose.

Each property and liability policy, other than worker's compensation, provided for in this Section shall contain a provision to the effect that the insurance company shall not cancel the policy without at least thirty (30) days' prior written notice or, in the event of nonpayment of premiums, ten (10) days' prior written notice, to the City, the 2026 Trust and the Trustee. In the event that the City has received such notice of cancellation it shall immediately notify the 2026 Trust and the Trustee.

Upon request of the Trustee, the City shall provide, or cause to be provided, certificates of insurance in respect of the property and commercial general liability insurance (and not the workers' compensation insurance) described herein or other appropriate evidence of self-insurance, with appropriate endorsements attached evidencing that the 2026 Trust and the Trustee have been named as additional insured or loss payee, as applicable, and that the 30-day required notice of cancellation of the policy provision is in effect. A certificate of insurance or statement of self-insurance from the City's Division of Risk Management will be acceptable evidence of insurance on the date of this 2026 Lease. Certificates evidencing all insurance policies issued and statements of self-insurance pursuant to this Section shall be deposited with the Trustee.

Section 9.5 Advances. If the City fails to pay any Additional Rentals during the Lease Term as such Additional Rentals become due, the 2026 Trust or the Trustee may (but shall not be obligated to) pay such Additional Rentals and the City agrees to reimburse the Trust or the Trustee, as the case may be, to the extent permitted by law and subject to appropriation as provided under Article 6 hereof.

Section 9.6 Granting of Easements. As long as no Event of Nonappropriation or Event of Lease Default shall have happened and be continuing, the Trustee, on behalf of the 2026 Trust, shall, upon the request of the City, (a) grant or enter into easements, permits, licenses, party wall and other agreements, rights-of-way (including the dedication of public roads) and other rights or

privileges in the nature of easements, permits, licenses, party wall and other agreements with respect to the 2026 Leased Property (whether such rights are in the nature of surface rights, sub-surface rights or air space rights), free from this 2026 Lease and any security interest or other encumbrance created hereunder; (b) release existing easements, permits, licenses, party wall and other agreements, rights-of-way, and other rights and privileges with respect to the 2026 Leased Property, with or without consideration; and (c) execute and deliver any instrument necessary or appropriate to grant or release any such easement, permit, license, party wall or other agreement, right-of-way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant, agreement or release and (ii) a written application signed by the Manager of Safety requesting such grant, agreement or release and stating that such grant, agreement or release will not impair the effective use or interfere with the operation of the 2026 Leased Property.

ARTICLE 10
DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

Section 10.1 Damage, Destruction and Condemnation. If, during the Lease Term,

- (a) all or any portion of the 2026 Leased Property shall be destroyed or damaged by fire or other casualty; or
- (b) title to, or the temporary or permanent use of the 2026 Leased Property or the estate of the City or the 2026 Trust in the 2026 Leased Property is taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or entity acting under governmental authority; or
- (c) a breach of warranty or a material defect in the construction, manufacture or design of the 2026 Leased Property becomes apparent; or
- (d) title to or the use of the 2026 Leased Property is lost by reason of a defect in title thereto;

then the City shall be obligated to continue to pay Base Rentals and Additional Rentals (subject to Article 6 hereof).

Section 10.2 Obligation to Repair and Replace the Leased Property. The City and the Trustee, to the extent Net Proceeds are within their respective control and are related to the 2026 Leased Property, shall cause such Net Proceeds to be deposited in a separate trust fund to be created by the Trustee for the purposes described in this Section. All such Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2026 Leased Property by the Trustee or the City upon receipt of requisitions acceptable to the Trustee signed by the Manager of Safety stating with respect to each payment to be made:

- (a) the requisition number for which the requisition is being made;
- (b) the name and address of the person, firm or entity to whom payment is due;

(c) the amount to be paid; and

(d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation.

The City, on behalf of the 2026 Trust, shall agree to cooperate and use its best reasonable efforts to enforce claims which may arise in connection with material defects in the construction, manufacture or design of the 2026 Leased Property or otherwise. If there is a balance of any Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed, this balance shall be used by the City, to add to, modify or alter the 2026 Leased Property or to add new components thereto. Any repair, restoration, modification, improvement or replacement of the 2026 Leased Property paid for in whole or in part out of such Net Proceeds allocable to the 2026 Leased Property shall be the property of the City, subject to this 2026 Lease, the 2026 Facilities Lease and the 2026 Indenture and shall be included as part of the 2026 Leased Property under this 2026 Lease.

Section 10.3 Insufficiency of Net Proceeds. If such Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2026 Leased Property required under Section 10.2 hereof, the City may elect to:

(a) complete the work or, with the written consent of the Trustee, replace such 2026 Leased Property (or portion thereof) with similar property of a value equal to or in excess of such portion of the 2026 Leased Property and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the City are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of such Net Proceeds, the City shall make any payments pursuant to the provisions of this paragraph, the City shall not be entitled to any reimbursement therefor from the 2026 Trust or the Trustee, nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals, for which a specific Appropriation or Supplemental Appropriation has been effected by the City for such purpose, payable under Article 6 hereof; or

(b) apply the Net Proceeds to the payment of the Purchase Option Price in respect of the 2026 Leased Property in accordance with Article 12 hereof, or, with the written consent of the Trustee, an appropriate portion thereof. In the event of an insufficiency of the Net Proceeds for such purpose, the City shall, subject to the limitations of Section 6.1 hereof, pay such amounts as may be necessary to equal that portion of the Purchase Option Price which is attributable to the 2026 Leased Property for which such Net Proceeds have been received (as certified to the Trustee by the City); and in the event such Net Proceeds shall exceed such portion of the Purchase Option Price, such excess shall be used as directed by the City in the same manner as set forth in Section 10.2 hereof; or

(c) if the City does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject

to the City's right to cure, the Trustee may pursue remedies available to it following an Event of Nonappropriation.

The above referenced election shall be made by the City within ninety (90) days of the occurrence of an event specified in Section 10.1 of this 2026 Lease.

Section 10.4 Cooperation of the 2026 Trust. The Trustee, on behalf of the 2026 Trust, shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2026 Leased Property and the enforcement of all warranties relating to the 2026 Leased Property. So long as no Event of Lease Default or Event of Nonappropriation has occurred and is then existing, the Trustee, on behalf of the 2026 Trust, shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim or prospective or pending condemnation proceeding with respect to the 2026 Leased Property without the written consent of the City.

ARTICLE 11 DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.1 Disclaimer of Warranties. NEITHER THE 2026 TRUST NOR THE TRUSTEE HAS MADE OR WILL MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE 2026 LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE 2026 LEASED PROPERTY. THE CITY HEREBY ACKNOWLEDGES AND DECLARES THAT THE CITY IS SOLELY RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE 2026 LEASED PROPERTY, AND THAT NEITHER THE 2026 TRUST NOR THE TRUSTEE HAS ANY RESPONSIBILITY THEREFOR. For the purpose of enabling the City to discharge such responsibility, the Trustee, on behalf of the 2026 Trust constitutes and appoints the City as its attorney in fact for the purpose of asserting and enforcing, at the sole cost and expense of the City, all manufacturers' warranties and guaranties, express or implied, with respect to the 2026 Leased Property, as well as any claims or rights the 2026 Trust or the Trustee may have in respect of the 2026 Leased Property against any manufacturer, supplier, contractor or other person. Except as otherwise provided in this 2026 Lease, neither the 2026 Trust nor the Trustee shall be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this 2026 Lease or the existence, furnishing, functioning or use by the City of any item, product or service provided for herein except that nothing shall relieve the Trustee's liability for claims, damages, liability or court awards, including costs, expenses and attorney fees, relating to or resulting from the gross negligence or intentional misconduct of the Trustee or its employees.

Section 11.2 Further Assurances and Corrective Instruments. The Trustee, on behalf of the 2026 Trust, and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereof or supplements hereto and such further instruments as may reasonably be required for correcting any

inadequate or incorrect description of the 2026 Leased Property or for otherwise carrying out the intention hereof.

Section 11.3 Compliance with Requirements. During the Lease Term, the City, the 2026 Trust and the Trustee shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the 2026 Leased Property, provided that the City, the 2026 Trust or the Trustee may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the 2026 Leased Property.

Section 11.4 Covenant to Defend. From and to the extent of Net Proceeds, the City shall and hereby agrees to defend the 2026 Trust and the Trustee against all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of the 2026 Leased Property or from any work or thing done on the 2026 Leased Property during the Lease Term requested by the City, or from any condition of the 2026 Leased Property. This duty to defend is not an indemnification and it is expressly understood that the City is not indemnifying the 2026 Trust or the Trustee and, as previously stated, is limited to Net Proceeds and moneys, if any, in excess of such Net Proceeds, for which there has been an Appropriation.

Section 11.5 Access to the 2026 Leased Property; Rights to Inspect Books. The City agrees that the Trustee shall have the right at all reasonable times to examine and inspect the 2026 Leased Property (subject to such regulations as may be imposed by the City for security purposes) and all of the City's books and records with respect thereto. The City further agrees that the Trustee shall have such rights of access to the 2026 Leased Property as may be reasonably necessary to cause the proper maintenance of the 2026 Leased Property in the event of failure by the City to perform its obligations under this 2026 Lease. The Trustee has made provision in the 2026 Indenture for the City to have the right at all reasonable times to examine and inspect all of the Trustee's books and records with respect to the 2026 Leased Property and all funds and accounts held under the 2026 Indenture.

The City and its representatives, including the City Auditor, shall have the right to examine and inspect the books and records of the 2026 Trust and Trustee relating to the 2026 Leased Property at all reasonable times from the date of this 2026 Lease and until three years after the termination date of this 2026 Lease.

ARTICLE 12 PURCHASE OPTION

Section 12.1 Purchase Option. The City shall have the option to purchase the 2026 Trust's leasehold interest in the 2026 Leased Property on or after December 1, 20[___], but only if an Event of Lease Default or an Event of Nonappropriation has not occurred and is then continuing. The City may exercise its options on or after December 1, 20[___] by complying with one of the conditions set forth in Section 12.2 below. The City shall give the Trustee notice of its intention to exercise its options not less than thirty (30) days in advance of the date of exercise and shall deposit the related Purchase Option Price with the Trustee on or before the selected date on which the Purchase Option Price is to be paid. If the City exercises its option to purchase the 2026 Trust's leasehold interest in the 2026 Leased Property pursuant to this Section, any amount then on hand

in the Base Rentals Fund shall be applied toward the payment of the applicable Purchase Option Price to be paid by the City. If the City shall have given notice to the Trustee of its intention to purchase the 2026 Trust's leasehold interest in the 2026 Leased Property or prepay Base Rentals as provided in Section 6.2(b) hereof, but shall not have deposited the amounts with the Trustee on the date specified in such notice, the City shall continue to pay Base Rentals, which have been specifically appropriated by the City for such purpose, as if no such notice had been given.

Section 12.2 Conditions for Purchase Option. The Trustee, on behalf of the 2026 Trust, shall release the 2026 Trust's leasehold interest in the 2026 Leased Property to the City in the manner provided for in Section 12.3 hereof; provided, however, that prior to such release, either:

(a) prior to the expiration of the maximum Lease Term, the City shall have paid the then applicable Purchase Option Price, which shall equal the sum of the amount reflected as the Purchase Option Price on Exhibit C hereto plus all then current Additional Rentals required to be paid hereunder; or

(b) the City shall have paid all related Base Rentals due under Exhibit C (Base Rentals Schedule) hereto, for the maximum Lease Term, and all then current Additional Rentals required to be paid hereunder.

In the event that the City shall determine to pay the Purchase Option Price in respect of all of the 2026 Leased Property, the Purchase Option Price shall equal the sum of the amount necessary to defease and discharge the 2026 Indenture as provided in Article 6 thereof, plus all then current Additional Rentals required to be paid hereunder. Notwithstanding anything contained herein to the contrary, the 2026 Certificates may not be redeemed prior to December 1, 20[___].

Section 12.3 Manner of Release. At the closing of the purchase of the 2026 Trust's leasehold interest in the 2026 Leased Property pursuant to Section 12.2 hereof, the Trustee, on behalf of the 2026 Trust, shall release and terminate the 2026 Facilities Lease, this 2026 Lease in respect of the 2026 Leased Property and execute and deliver to the City all necessary documents releasing the 2026 Trust's leasehold interest in the 2026 Leased Property, as it then exists, subject only to the following:

(a) Permitted Encumbrances as set forth on Exhibit B, other than the 2026 Facilities Lease and this 2026 Lease;

(b) all liens, encumbrances and restrictions created or suffered to exist by the 2026 Trust or the Trustee as required or permitted by this 2026 Lease and the 2026 Indenture or arising as a result of any action taken or omitted to be taken by the 2026 Trust or the Trustee as required or permitted by this 2026 Lease or the 2026 Indenture; and

(c) any other lien or encumbrance created by action of the City.

In order to facilitate the 2026 Trust's obligations to release the 2026 Facilities Lease and this 2026 Lease in respect of the 2026 Leased Property and release the 2026 Trust's leasehold

interest in the 2026 Leased Property to the City as provided herein, forms of releases of the 2026 Facilities Lease and this 2026 Lease in respect of the 2026 Leased Property shall be delivered to the Trustee on the date this 2026 Lease is executed and delivered, such forms being satisfactory to the City.

ARTICLE 13

ASSIGNMENT AND SUBLEASING; REPLACEMENT OF THE 2026 TRUST

Section 13.1 Assignment by the 2026 Trust; Replacement of the 2026 Trust. Except as otherwise provided in the 2026 Facilities Lease, this 2026 Lease or in the 2026 Indenture, this 2026 Lease may not be assigned by to the 2026 Trust for any reason other than to a successor by operation of law or to a successor trustee under the 2026 Indenture or with the prior written consent of the City. The Trustee will notify the City of assignment to a successor by operation of law.

In the absence of an Event of Lease Default or an Event of Nonappropriation, upon the occurrence of any other event which in the judgment of the City (a) materially impairs the ability of the 2026 Trust to serve as lessor under this 2026 Lease or (b) causes the relationship of the City, as lessee under this 2026 Lease and the 2026 Trust as lessor under this 2026 Lease to be irreconcilable, the Trustee, with the prior written direction of the City, shall do all things necessary to replace the 2026 Trust with such other entity as it deems appropriate with Approval of Special Counsel. Upon the occurrence of any such event and related written notice thereof from the City, the Trustee, on behalf of the 2026 Trust, shall cooperate with the City in conveying the 2026 Trust's leasehold interest in the 2026 Leased Property and any and all other right, title and interest of the 2026 Trust in, to and under the 2026 Facilities Lease, this 2026 Lease and the 2026 Indenture to such successor entity as the City may designate. In the event the Trustee, on behalf of the 2026 Trust, refuses to cooperate as provided under this Section 13.1, the City is hereby authorized to file an appropriate action in a court of competent jurisdiction to enforce specific performance of this provision.

If an Event of Lease Default or Event of Nonappropriation has occurred, the Trustee may act as herein provided, including exercising the remedies set forth in Section 14.2 hereof.

Section 13.2 Assignment and Subleasing by the City.

(a) This 2026 Lease may not be assigned by the City for any reason other than to a successor to the City by operation of law. However, without the necessity of obtaining the consent of the 2026 Trust, the Trustee or any owner of such certificates of participation, the 2026 Leased Property may be subleased, as a whole or in part, by the City, subject to each of the following conditions:

- (i) The 2026 Leased Property may be subleased, in whole or in part, to a Governmental Person, or, with Approval of Special Counsel, to a Person;
- (ii) This 2026 Lease, and the obligations of the City hereunder, shall, at all times during the Lease Term remain obligations of the City, and the City shall maintain its direct relationships with the 2026 Trust and the Trustee, notwithstanding any sublease; and

- (iii) The City shall furnish or cause to be furnished to the Trustee a copy of any sublease agreement.
- (iv) No sublease by the City shall cause the 2026 Leased Property to be used for any purpose which would cause the City to violate its tax covenants in the Tax Certificate.

ARTICLE 14
EVENTS OF LEASE DEFAULT AND REMEDIES

Section 14.1 Events of Lease Default Defined. Any one of the following shall be Events of Lease Default under this 2026 Lease:

(a) failure by the City to pay any Base Rentals or Additional Rentals, which have been specifically appropriated by the City for such purpose, during the Initial Term or any Renewal Term, within five (5) Business Days of the date on which they are due; or

(b) subject to the provisions of Section 6.5 hereof, failure by the City to vacate or surrender possession of the 2026 Leased Property by March 1 of any Renewal Term in respect of which an Event of Nonappropriation has occurred; or

(c) failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in (a) or (b), for a period of forty-five (45) days after written notice, specifying such failure and requesting that it be remedied shall be received by the City from the Trustee unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not withhold its consent to an extension of such time if, in the Trustee's reasonable judgment, corrective action can be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(d) failure by the City to comply with the terms of the 2026 Facilities Lease.

The foregoing provisions of this Section 14.1 are subject to the following limitations:

(a) the City shall be obligated to pay the Base Rentals and Additional Rentals, which have been specifically appropriated by the City for such purpose, only during the Lease Term, except as otherwise expressly provided in this 2026 Lease; and

(b) if, by reason of *Force Majeure*, the City or the Trust shall be unable in whole or in part to carry out any agreement on their respective parts herein contained other than the City's agreement to pay the Base Rentals and Additional Rentals due hereunder, the City or the 2026 Trust, as the case may be, shall not be deemed in default during the continuance of such inability. The City and the 2026 Trust each agree, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City or the 2026 Trust, as the case may be, from carrying out their respective agreements; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

Section 14.2 Remedies on Default. Whenever any Event of Lease Default shall have happened and be continuing beyond any applicable cure period, the Trustee, on behalf of the 2026 Trust, may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) The Trustee may terminate the Lease Term and give notice to the City to vacate and surrender possession of the 2026 Leased Property which vacation and surrender the City agrees to complete within sixty (60) days from the date of such notice. In the event the City does

not vacate and surrender possession on the termination date, the provisions of Section 6.5 hereof may apply, at the sole discretion of the Trustee.

(b) The Trustee may proceed to sell trade-in, repossess or liquidate the 2026 Trust's leasehold interest in the 2026 Leased Property or any part thereof in any lawful manner.

(c) The Trustee may lease or sublease the 2026 Leased Property or sell an assignment of the leasehold interest the 2026 Trust has in the 2026 Leased Property, subject to Permitted Encumbrances.

(d) The Trustee may recover from the City:

(i) the portion of Base Rentals and Additional Rentals, for which a specific Appropriation or Supplemental Appropriation has been effected by the City for such purpose, which would otherwise have been payable hereunder, during any period in which the City continues to occupy, use or possess the 2026 Leased Property; and

(ii) Base Rentals and Additional Rentals, for which a specific Appropriation or Supplemental Appropriation has been effected by the City for such purpose, which would otherwise have been payable by the City hereunder during the remainder, after the City vacates and surrenders possession of the 2026 Leased Property, of the Fiscal Year in which such Event of Lease Default occurs.

(e) The Trustee may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the 2026 Leased Property under the 2026 Facilities Lease, this 2026 Lease and the 2026 Indenture.

In the event the City does not vacate and surrender possession as described in (a) above, the provisions of Section 6.5 hereof may apply, at the sole discretion of the Trustee, on behalf of the 2026 Trust.

Section 14.3 Limitations on Remedies. The remedies in connection with an Event of Lease Default shall be limited as set forth in this section. A judgment requiring a payment of money may be entered against the City by reason of an Event of Lease Default only as to the City's liabilities described in paragraph (d) of Section 14.2 hereof. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation only to the extent that the City fails to vacate and surrender possession of the 2026 Leased Property as required by Section 6.4 hereof, and only as to the liabilities described in paragraph (d)(i) of Section 14.2 hereof. The remedy described in paragraph (d)(i) of Section 14.2 hereof. The remedy described in paragraph (d)(ii) of Section 14.2 hereof is not available for an Event of Lease Default consisting of failure by the City to vacate and surrender possession of the 2026 Leased Property by the March 1 following an Event of Nonappropriation.

Section 14.4 No Remedy Exclusive. Subject to Section 14.3 hereof, no remedy herein conferred upon or reserved to the Trustee, on behalf of the 2026 Trust, is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed

to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, on behalf of the 2026 Trust, to exercise any remedy reserved in this Article 14, it shall not be necessary to give any notice, other than such notice as may be required in this Article 14.

Section 14.5 Waivers. The Trustee, on behalf of the 2026 Trust, may by written instrument waive any Event of Lease Default under this 2026 Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Payment of Base Rentals or Additional Rentals by the City shall not constitute a waiver of any breach or default by the 2026 Trust hereunder.

Section 14.6 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. To the extent permitted by law, in the case of an Event of Nonappropriation or an Event of Lease Default neither the City nor any one claiming through or under the City shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the 2026 Indenture; and the City, for itself and all who may at any time claim through or under either of them, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws. Notwithstanding the foregoing, it is expressly understood that the City cannot and does not hereby waive its right to set up, claim or seek to take advantage of its police powers or its State constitutional or statutory right of eminent domain.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Sovereign Powers of City. Nothing in this 2026 Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers or immunities of the City. Nothing in this 2026 Lease shall be construed to require the City to occupy and operate the 2026 Leased Property other than as lessee, or to require the City to exercise its right to purchase the 2026 Trust's leasehold interest in the 2026 Leased Property created by the 2026 Facilities Lease, all as provided in Article 12 hereof.

Section 15.2 Notices. All notices, certificates or other communications to be given hereunder shall be sufficiently given and shall be deemed given when delivered electronically or mailed by certified or registered mail, postage prepaid, addressed as follows:

If to the City:

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

With copies to:

Manager of Finance
City and County of Denver, Colorado
201 West Colfax, Department 1010
Denver, Colorado 80202
(and electronically to “debtmanagement@denvergov.org”)

and

Director of Arts and Venues
1345 Champa First Floor
Denver, Colorado 80204

and

City Attorney
City and County of Denver, Colorado
201 West Colfax, Department 1207
Denver, Colorado 80202

If to the 2026 Trust and Trustee:

Denver Public Facilities Leasing Trust 2026 (Colorado Convention Center Fire Alarm Project)
c/o Zions Bancorporation, National Association, as Trustee
7222 E. Layton Avenue
Denver, Colorado 80237
Attention: Corporate Trust Department
(and electronically to Stephanie.Nicholls@zionsbancorp.com and DenverCorporateTrust@zionscancorp.com)

The City, the Trustee and the 2026 Trust may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this 2026 Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the City, as lessee, and the 2026 Trust, as lessor, and the

Trustee, on behalf of the 2026 Trust and their respective successors and assigns, and nothing contained in this 2026 Lease shall give or allow any such claim or right of action by any other or third person on this 2026 Lease, provided that the Trustee shall comply with the terms and provisions of the 2026 Indenture related to the enforcement of this 2026 Lease and the rights of action related to such enforcement. It is the express intention of the City and the Trust that any person other than the City, the 2026 Trust or the Trustee receiving services or benefits under this 2026 Lease shall be deemed to be an incidental beneficiary only.

Section 15.4 No Discrimination in Employment. In connection with the performance of work under this 2026 Lease, the Trustee, on behalf of the 2026 Trust and as Trustee under the 2026 Indenture, may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and shall insert the foregoing provisions in all contracts and subcontracts entered into with respect to this 2026 Lease.

Section 15.5 Binding Effect. This 2026 Lease shall inure to the benefit of and shall be binding upon the 2026 Trust and the City and their respective successors and assigns, subject, however, to the limitations contained in Article 13 of this 2026 Lease; provided, however this 2026 Lease is subject to the approval of the City Council in accordance with the provisions of the City's Charter, and the 2026 Lease shall not take effect until its final approval by the City Council, and until executed by City officials, including the Mayor and the Clerk.

Section 15.6 Amendments. This 2026 Lease may be amended, changed, modified or altered only as provided in the 2026 Indenture.

Section 15.7 Absolute Net Lease. This 2026 Lease shall be deemed and construed to be an "absolute net lease" and, subject to the prior appropriation requirements hereof, the City shall pay absolutely net during the Lease Term, the Base Rentals, the Additional Rentals and all expenses of, or other payments in respect of, the 2026 Leased Property as required to be paid by the City under this 2026 Lease, for which a specific Appropriation has been effected by the City for such purpose, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this 2026 Lease).

Section 15.8 Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this 2026 Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this 2026 Lease.

Section 15.9 Severability. In the event that any provision of this 2026 Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Notwithstanding the foregoing sentence however, in the event that (a) the requirement of the City to pay Base Rentals for which a specific Appropriation has been effected by the City for such purpose or (b) the requirement of

the 2026 Trust to provide quiet enjoyment of the 2026 Leased Property and to release the leasehold interest in the 2026 Leased Property to the City under the conditions set forth in Article 12 of this 2026 Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding may have the effect of invalidating or rendering unenforceable the other provisions of this 2026 Lease.

Section 15.10 Execution in Counterparts. This 2026 Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.11 Applicable Law. This 2026 Lease shall be governed by and construed in accordance with the laws of the State and the City.

Section 15.12 Governmental Immunity. Notwithstanding any other provision of this 2026 Lease to the contrary, no term or condition of this 2026 Lease shall be construed; or interpreted as a waiver, express or implied, of any immunities, rights, benefits, protections of other provisions of the Colorado Governmental Immunity Act. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees, is controlled and limited by the provisions of such act and other applicable law including, but not limited to, the risk management statutes codified at Article 30 of Title 24, C.R.S.

Section 15.13 No Indemnification by City. The City cannot and does not agree to indemnify, hold harmless or exonerate the 2026 Trust, the Trustee or any other person for any purpose whatsoever. It is understood by the parties to this 2026 Lease that the City's duty to defend set forth in Section 2.1 (g) hereof is not an indemnification.

Section 15.14 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2026 Lease.

Section 15.15 No Conflict of Interest of City Employees. The 2026 Trust represents that, to the best of its knowledge, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this 2026 Lease except as such interest may arise as a result of the lawful discharge of the responsibilities of such official or employee.

Section 15.16 Electronic Signatures and Electronic Records. The City and the 2026 Trust consent to the use of electronic signatures hereunder. This 2026 Lease and any other documents requiring a signature hereunder, may be signed electronically by the City and the 2026 Trust in the manner specified by the City. The City and the 2026 Trust agree not to deny the legal effect or enforceability of this 2026 Lease solely because it is in electronic form or because an electronic record was used in its formation. The City and the 2026 Trust agree not to object to the admissibility of this 2026 Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Signature pages follow.]

IN WITNESS WHEREOF, the Trustee has executed this 2026 Lease the day and year first above written.

Denver Public Facilities Leasing
Trust 2026 (Colorado Convention Center Fire
Alarm Project), as Lessor
By its Trustee:
ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

By: Stephanie Nicholls
Its: Senior Vice President, Zions Bank Division

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

The foregoing instrument was acknowledged before me this _____, 2026, by Stephanie Nicholls, as Senior Vice President of Zions Bancorporation, National Association, Denver, Colorado, as Trustee for the Denver Public Facilities Leasing Trust 2026 (Colorado Convention Center Fire Alarm Project).

WITNESS my hand and official seal.

(SEAL)

Notary Public

IN WITNESS WHEREOF, the City has executed this 2026 Lease the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER, COLORADO,
as Lessee

Paul D. López,
Clerk and Recorder, *Ex-Officio*
Clerk of the City and County of Denver

Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Miko Ando Brown, Attorney for the
City and County of Denver

Chief Financial Officer, as the Manager of
Finance/*ex officio* Treasurer

By _____
Miko Ando Brown, City
Attorney

Auditor _____

EXHIBIT A
DESCRIPTION OF
THE 2026 LEASED PROPERTY
(Colorado Convention Center Fire Alarm Project)

Description of 2026 Facilities Leased Property:

Convention Center Parking Garage:

The Convention Center Parking Garage is a three-level parking structure that has a total of 761 stalls. P1 stalls include 298 stalls that include 6 ADA, 3 hybrid and 1 EV charging station stalls. P2 consists of 296 stalls that includes 4 ADA stalls. P3 consists of 167 stalls that include 4 ADA stalls. The total square footage of the parking garage is approximately 502,683 SF. Areas included in the gross floor area include ramps, drive isles, landings, and storage areas. The garage also includes support areas for truck loading reserved to the City. The Convention Center Parking Garage provides transient and monthly parking, and is open to the general public 24 hours a day, seven days a week.

Denver Performing Arts Complex Garage:

The Denver Performing Arts Complex Parking Garage is an eight-level, 1,700-space, including 23 regular ADA stalls and 5 van accessible ADA stalls and 4 EV charging stalls, in the approximately 700,000 square foot parking structure attached to the Denver Performing Arts Complex. The Denver Performing Arts Complex Parking Garage was constructed in 1977 and is located at 1055 13th Street, Denver, Colorado on the southeast corner of Speer Boulevard and Arapahoe Street. The Denver Performing Arts Complex Parking Garage provides transient and monthly parking and is open to the general public 24 hours a day, seven days a week.

Legal Description of 2026 Facilities Leased Property:

Convention Center Parking Garage:

All that property lying above the lowest most structural element of said parking garage lying within the following described parcels;

Lot 1, Block 2;

Lot 1, Block 3;

Stout Street right-of-way;

Part of Lot 1, Block 1, lying northwesterly of historic Stout Street range line,

Colorado Convention Center Subdivision, City and County of Denver, State of Colorado.

Denver Performing Arts Complex Garage:

All that property lying above the lowest most structural element of said parking garage lying within the following described parcels:

Lots 1 through 32, inclusive, Block 100, East Denver, together with all of the vacated alley in said Block 100, as vacated by Ordinance No. 395, Series of 1976, recorded September 13, 1976, in Book 1316 at Page 197, City and County of Denver, State of Colorado;

Together with a portion of vacated Curtis Street lying between Blocks 100 and 105, said East Denver, as vacated by Ordinance No. 170, Series of 1975, recorded April 10, 1975, in Book 1036 at Page 296; said portion lying northwesterly of Parcel F, as described in the Reciprocal Easement Agreement recorded May 28, 2003, at Reception No. 2003103862, City and County of Denver, State of Colorado.

EXHIBIT B
PERMITTED ENCUMBRANCES

[TO COME]

EXHIBIT C
BASE RENTALS SCHEDULE

Date	Base Rental Principal Portion	Base Rental Interest Portion	Total Base Rental Payment
12/1/2026	5,680,000	3,135,000	8,815,000
6/1/2027	-	2,813,800	-
12/1/2027	3,185,000	2,813,800	8,812,600
6/1/2028	-	2,726,213	-
12/1/2028	3,365,000	2,726,213	8,817,425
6/1/2029	-	2,633,675	-
12/1/2029	3,550,000	2,633,675	8,817,350
6/1/2030	-	2,536,050	-
12/1/2030	3,740,000	2,536,050	8,812,100
6/1/2031	-	2,433,200	-
12/1/2031	3,950,000	2,433,200	8,816,400
6/1/2032	-	2,324,575	-
12/1/2032	4,165,000	2,324,575	8,814,150
6/1/2033	-	2,210,038	-
12/1/2033	4,395,000	2,210,038	8,815,075
6/1/2034	-	2,089,175	-
12/1/2034	4,635,000	2,089,175	8,813,350
6/1/2035	-	1,961,713	-
12/1/2035	4,890,000	1,961,713	8,813,425
6/1/2036	-	1,827,238	-
12/1/2036	5,160,000	1,827,238	8,814,475
6/1/2037	-	1,685,338	-
12/1/2037	5,445,000	1,685,338	8,815,675
6/1/2038	-	1,535,600	-
12/1/2038	5,745,000	1,535,600	8,816,200
6/1/2039	-	1,377,613	-
12/1/2039	6,060,000	1,377,613	8,815,225
6/1/2040	-	1,210,963	-
12/1/2040	6,395,000	1,210,963	8,816,925
6/1/2041	-	1,035,100	-
12/1/2041	6,745,000	1,035,100	8,815,200
6/1/2042	-	849,613	-
12/1/2042	7,115,000	849,613	8,814,225
6/1/2043	-	653,950	-
12/1/2043	7,505,000	653,950	8,812,900
6/1/2044	-	447,563	-
12/1/2044	7,920,000	447,563	8,815,125
6/1/2045	-	229,763	-
12/1/2045	8,355,000	229,763	8,814,525
Total	108,000,000	68,297,350	176,297,350

As presented, base rentals are based on not to exceed rates. Final base rentals will be locked upon Council approval. For the purposes of providing the actual Base Rentals due under this Exhibit C of the 2026 Lease, the Manager of Finance may adjust the amounts of the Principal Portions and the Interest Portions of such Base Rentals within and between each Fiscal Year set forth above; provided that the Total Aggregate Principal Portion of the 2026 Lease shall not exceed \$108,000,000 and the total Interest Portion of Base Rentals due under this Exhibit C of the 2026 Lease shall not exceed \$68,297,350.

STATEMENT REGARDING THE LEASED PROPERTY

The duration of the 2026 Lease, throughout the Lease Term, does not exceed the weighted average useful life of the 2026 Leased Property and, to the extent that the 2026 Leased Property constitutes items of personal property, including equipment, such items are considered paid from the first Base Rentals described above.

EXHIBIT D
FORM OF NOTICE OF LEASE RENEWAL

To: Zions Bancorporation, National Association, as Trustee
7222 E. Layton Avenue, Denver, Colorado 80237
Attention: Corporate Trust Department

The undersigned is the Manager of Finance of the City and County of Denver, Colorado (the “City”), the lessee under that certain Lease Purchase Agreement No. 2026 (Colorado Convention Center Fire Alarm Project) (the “2026 Lease”) dated [CLOSING DATE], with the Denver Public Facilities Leasing Trust 2026 (Colorado Convention Center Fire Alarm Project), the lessor thereunder. I am familiar with the facts herein certified and am authorized and qualified to certify the same. The undersigned hereby states and certifies:

(a) the City has effected or intends to effect on a timely basis an Appropriation for the ensuing Fiscal Year which includes (1) sufficient amounts authorized and directed to be used to pay all the Base Rentals and (2) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Sections 6.2 and 6.4 of the 2026 Lease, whereupon the 2026 Lease shall be renewed for the ensuing Fiscal Year;

Initial

OR

(b) the City has determined not to renew the 2026 Lease for the ensuing Fiscal Year.

Initial

CITY AND COUNTY OF DENVER, COLORADO,
as Lessee

Its: _____