

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the “Agreement”) is made by and between the City and County of Denver, a home rule city and municipal corporation of the State of Colorado (the “City”) and GPAC, Inc., a Colorado corporation (“GPAC”). The City and GPAC will collectively be referred to as the “Parties.”

Recitals

- A. The City is the owner of certain real property and improvements in the City and County of Denver identified as Areas 1, 2, 3, and 4, outlined on the plan attached to and incorporated in the lease dated April 14, 1978 as Exhibit A, as well as the general mall area adjacent to Areas 1, 2, 3, and 4 and crosshatched on Exhibit A (hereinafter the “Premises.”)
- B. The City is the Landlord over the Premises and has leased to GPAC, as Tenant, the Premises by lease dated April 14, 1978 (a copy of which is attached as Exhibit 1), as amended by the Letter of Understanding dated January 9, 1981 (a copy of which is attached as Exhibit 2), the Amendatory Agreement dated January 26, 1983 (a copy of which is attached as Exhibit 3), the Agreement for Possession and Use dated December 21, 1989 (a copy of which is attached as Exhibit 4), and the Rule and Decree in Condemnation entered in Denver District Court Case Number 1990CV9830 (a copy of which is attached as Exhibit 5) (collectively hereinafter the “Master Lease”).
- C. GPAC has in turn subleased the Premises to sub-tenants over the course of the Master Lease.
- D. The parties have reached an agreement to terminate the Master Lease upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

Agreements

1. **Due Diligence:** The City has until January 1, 2016 to complete its Due Diligence investigation. The City may provide notice to GPAC on or prior to January 15, 2016, that it does not intend to terminate the Master Lease, at the City’s sole and absolute discretion. This Agreement will then be null and void, and the Parties’ respective rights and obligations will continue as set forth in the Master Lease. To assist the City in its Due Diligence GPAC has delivered to the City the following:
 - a) A rent roll of subtenants, a copy of which is attached as Exhibit 6; and
 - b) Copies of all subleases (and any amendments) of any portion of the Premises (the “Subleases”);

On or before January 1, 2016, GPAC agrees to deliver such other records and information related to the Premises as may be reasonably requested by the City, including without limitation: (i) copies of all contracts relating to the operation, maintenance and management of the Premises, and (ii) all warranties applicable to any personal property owned by GPAC or workmanship in or on the Premises. The City also has the right to inspect the physical condition of the Premises, provided that the City shall give reasonable notice to GPAC before conducting an inspection and inspection shall not unreasonably interfere with the conduct of business by the subtenants.

2. **Consideration:** The termination fee to be paid by the City to GPAC for the early termination of the Master Lease shall be One Million Nine Hundred Thousand Dollars (\$1,900,000) (“Termination Fee”). The City shall pay the Termination Fee to GPAC at Closing (as hereafter defined).
3. **City Appropriation:** The City’s payment obligation for the Termination Fee, whether direct or contingent, extends only to funds appropriated by the Denver City Council and encumbered for the purpose of any agreements contemplated in this Agreement. The City does not pledge present cash reserves for payment or performance in future fiscal years. Any agreements between the parties herein do not and are not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. If the City has not appropriated the full amount of the Termination Fee by January 15, 2016, GPAC may terminate this Agreement by written notice to the City.
4. **Representation and Warranties of GPAC:** GPAC represents and warrants to the City as follows:
 - a. GPAC is a Colorado corporation in good standing with the Secretary of State and the party executing this Agreement is duly authorized to do so; and
 - b. GPAC is the Landlord (or Sublandlord) under the Subleases and it has not assigned any of its rights under the Subleases to another party.
 - c. Other than the subtenants appearing on the rent roll contained in Exhibit 6, and an ATM machine, there are no other parties in possession of the Premises and the City shall have possession as of Closing or as otherwise agreed to herein; and
 - d. There are no subleasehold interests in the Premises, except as identified herein; and
 - e. There is no known condition existing with respect to the Premises or its operation, that to the best of GPAC’s actual knowledge without investigation violates any law, rule regulation, code or ruling of the local jurisdiction, the State of Colorado, the United States, or any agency or court thereof; and
 - f. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to GPAC against or otherwise affecting the Premises, nor does GPAC know of any grounds for any such litigation, proceeding or investigations; and
 - g. With respect to environmental matters, to the best of GPAC’s actual knowledge without investigation:

- i. The Premises are not contaminated with any hazardous substances or toxic substances; and
- ii. GPAC has not caused and will not cause, and there never has occurred, the release of any hazardous substances or toxic substances on the Premises; and
- iii. GPAC has received no written or official notification that the Premises are subject to any federal, state or local lien, proceedings, claim, liability or action or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Premises;

As used in this section, “to the best of GPAC’s actual knowledge” means the personal knowledge of Mickey Fouts, president, and who has also been involved in the management of GPAC’s primary asset, the Premises under the Master Lease.

5. Conditions precedent to Closing:

- a. All subtenants shall execute an Estoppel and Attornment Agreement in the form attached as Exhibit 7 or such other form as has been mutually agreed upon by the City and GPAC;
 - b. GPAC shall continue to manage the Master Lease and carry on the business and activities of the Premises substantially in the same manner as it did prior to the effective date of this Agreement;
 - c. GPAC will not enter into new lease agreements or amend, modify, renew, expand or terminate the existing subleases or accept the surrender of the existing tenancies of any of the subtenants without the prior written consent of the City;
 - d. All liens and encumbrances against GPAC’s leasehold shall have been satisfied or released;
 - e. All liens and encumbrances other than business financing against any subtenant’s subleasehold interest shall have been released or satisfied, or an amount sufficient to release or satisfy any such liens or encumbrances is credited against payment by the City; and
 - f. The City’s employees, agents, and contractors shall have full access to the Premises and shall be entitled to make any inspections that the City deems necessary, subject only to providing reasonable notice to GPAC of the dates and times of said inspections so that GPAC may notify the sublessees and continue the sublessees’ quiet enjoyment of the sub-leases.
- 6. Closing:** Closing shall occur, subject to the approval of this Agreement by the Denver City Council and full execution by all required City signatories, at a time mutually agreed to by the City and GPAC, on February 1, 2016 (“Closing”). At Closing, GPAC will deliver to the City the following documents:
- a. An Assignment of each Sublease in form attached as Exhibit 8; and
 - b. A letter to each of the Subtenants under the Sublease advising them of the Closing.

7. **Post Closing Adjustments:** Within thirty (30) day after Closing GPAC will provide to City a reconciliation of all sums paid or due under the Lease, including, rent, taxes or operating expenses. City shall pay to GPAC any rent that became due and owing prior to the Closing that is received by the City after Closing, within thirty (30) days after Closing. GPAC shall pay any operating expenses (including but not limited to insurance, management, bank charges, maintenance and waste services) incurred prior to Closing, and the pro-rated amount of any rent to which the City is entitled and any excess funds in any operating account(s) shall be paid to the City within thirty (30) days after Closing.
8. **Attorney Fees and Costs/No Broker's Fees:** The City and GPAC shall each pay the fees and expenses of their respective legal counsel incurred in connection with the transactions contemplated by this Agreement. The City and GPAC represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require the City to pay any commission or fees.
9. **City Representative:** The City's representative for purposes of this Agreement is its Director of Real Estate, or his designee (the "Director"). The Director is authorized, among other things, to (i) waive, in writing, any of the conditions precedent or closing conditions set forth in sections 5 or 6 of this Agreement, where deemed by the Director to be consistent with the City's interests; and (ii) extend, with the written agreement of GPAC, the date of Closing until not later than March 1, 2016.
10. **Drafting and Interpretation of Legal Documents:** The parties agree that the drafting of this Agreement and such other legal documents required to effect the intent of the parties has been a mutual effort by counsel for the City and GPAC and that consequently no interpretation of ambiguities in this Agreement or supporting documents shall be held against any party.
11. **Time is of the Essence/Remedies:** Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each Party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:
 - a. If City is in Default. GPAC may treat this Agreement as canceled, in which case all payments and things of value received under this Agreement shall be returned, and the Parties shall thereafter be released from all obligations under this Agreement. GPAC expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy.
 - b. If GPAC is in Default. The City may elect to treat this Agreement as canceled, in which case all payments and things of value received under this Agreement shall be returned and the Parties shall thereafter be released from all obligations under this Agreement. City expressly waives the remedies of specific performance and

damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy. Nothing herein impairs the City's condemnation powers.

12. **No Discrimination in Employment:** In connection with the performance duties under the Agreement, GPAC agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.
13. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof, and the representations, warranties, covenants and agreements set forth in this Agreement constitute all of the statements, covenants and agreements among the parties hereto and upon which the parties have relied.
14. **Notices:** All notices to any party shall be in writing and shall be deemed effective when given my personal delivery or sent by registered U. S. Mail to the address indicated below, or to such other address as a party may from time to time indicate to the other party in writing.

If to the City and County of Denver:

Denver Division of Real Estate
Attn: Jeff Steinberg
201 W. Colfax Ave., Department 1010
Denver, CO 80202
E-mail: jeffrey.steinberg@denvergov.org

Denver City Attorney's Office
Attn: Dan Slattery
201 W. Colfax Ave., Dep't. 1207
Denver, CO 80202
E-mail: daniel.slattery@denvergov.org

If to GPAC:

Montgomery Little & Soran, PC
Attn: Jim Soran
5445 DTC Parkway, Suite 800
Greenwood Village, CO 80111
E-mail: jsoran@montgomerylittle.com

Dixon & Snow, P.C.

Attn: Jerre Dixon
455 Sherman Street, Suite 400
Denver, CO 80203-4404
E-mail: dixsno@aol.com

15. **Waiver and Modification:** No waiver or modification of this Agreement shall be effective unless in writing, and signed by all of the parties hereto. No waiver shall be deemed a continuing waiver, or waiver with respect to any subsequent breach or default, unless expressly so stated in writing.
16. **Third-Party Beneficiary:** It is the intent of the Parties that no third party beneficiary interest is created in this Agreement except for any assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.
17. **Choice of Law; Venue:** This Agreement, its interpretation, construction and enforcement shall be governed by the laws of the State of Colorado. Venue for any action arising out of this Agreement will be exclusively in the District Court of the City and County of Denver.
18. **Counterparts:** This agreement may be executed simultaneously or separately in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to account for more than one such counterpart.
19. **Electronic Signatures and Electronic Records:** Each Party consents to the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

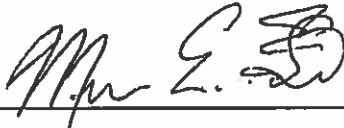
By _____

By _____



Contract Control Number: FINAN-201524684-00

Contractor Name: GPAC, INC.

By: 

Name: MICKEY E. FOUTS
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



LEASE

THIS LEASE is made this 14 day of April 1978, by and between the CITY AND COUNTY OF DENVER, COLORADO ("Landlord"), a municipal corporation and political subdivision duly organized and existing under the laws and Constitution of the State of Colorado, and MICKEY E. FOUTS, doing business as Equity Services Company ("Tenant").

In consideration of the rentals and mutual covenants herein contained, Landlord and Tenant do hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND AUTHORITY

Section 1.1 Representations by Landlord. Landlord represents that it is a municipal corporation and political subdivision duly organized and existing within the State of Colorado, under the laws and Constitution of the State of Colorado. Landlord is authorized by Article XX of the Constitution of Colorado and is not prohibited by its Charter to enter into this lease and to carry out its obligations hereunder. Landlord has authorized the execution and delivery of this lease by duly adopted ordinance.

ARTICLE II

PREMISES AND TERM

Section 2.1 Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, Areas 1, 2, 3,

and 4, outlined on the plan attached hereto and incorporated herein as Exhibit A (the "leased premises") in Denver, Colorado (said areas are adjacent to a general mall area crosshatched on Exhibit A and hereinafter referred to as the "Galleria Floor"), together with all rights and appurtenances thereto, said appurtenances to include the exclusive right to locate vending stands, kiosks (other than the ticket and informational kiosks of Landlord or the Denver Center for the Performing Arts), and push carts in the Galleria Floor area (the leased premises and Galleria Floor hereinafter shall be collectively referred to as the "Galleria"). It is understood that the location of the vending stands, kiosks, and push carts shall be coordinated with Landlord and the Denver Center for the Performing Arts so as not to cover decorative brick or mosaic panels and so that such location shall not unreasonably restrict the movement of visitors through the facilities of the Denver Center for the Performing Arts or the Denver Convention Center.

Section 2.2 Term. The term of this lease shall be 25 years, immediately following the date of this lease.

Section 2.3 Option to Extend Lease Term. Tenant shall have the right and option to extend the term of this lease for an additional period of 25 years, commencing at the expiration of the initial lease term, provided that Tenant is not in default in the performance of his obligations hereunder at the time he exercises such option and subject to the provisions of Section 2.4. The extended lease term shall be upon the same conditions as are herein set forth, except that the percentage rental required under Section 3.2 shall be increased from 35% to 45%. If Tenant elects to exercise his right and option to extend the lease

term, he shall give written notice to Landlord not less than six months before the date of expiration of the initial term hereof.

Section 2.4 Cancellation of Option to Extend Lease Term. If Tenant shall not achieve an average occupancy rate of 75% or more during the 19th, 20th, and 21st years of the initial term of this lease, Landlord may elect to cancel Tenant's option to extend the lease term under Section 2.3 by giving written notice thereof to Tenant at least 36 months prior to the expiration of the initial term of this lease.

ARTICLE III

RENTAL

Section 3.1 Base Rental. Tenant shall pay Landlord \$25 base rental for the leased premises at the rate of \$1.00 per year, due upon the first day of January each year for the period of the lease term.

Section 3.2 Percentage Rental. Tenant shall pay Landlord in addition to the base rental a percentage rental of 35% of all rental received from any sublease of all or a portion of the leased premises. Such percentage rental shall be paid on the 20th of each month, and shall be Landlord's percentage of all sublessee rentals received by Tenant in the preceding month. Tenant shall submit to Landlord with his payment of percentage rental a written statement certified by Tenant to be a true and correct statement of the amount of rentals received from any sublease of all or a portion of the leased premises during the preceding month. The base rental charged to subtenants shall be not less than \$8.00 per square foot per year. There

shall be no rental abatement or rental concessions granted by Tenant without prior written approval by the Manager of Public Works. Any allocated costs to subtenants for common area maintenance charges, prorated insurance premiums and taxes, promotion charges, merchants' association dues, and utilities collected by Tenant from subtenants shall not be considered as rentals received by Tenant. Tenant shall also be entitled to charge and recover from subtenants a management fee not to exceed 1% of gross sales, which fee shall not be considered as rentals received by Tenant.

Section 3.3 Accounts. Tenant shall keep a true and accurate account of all rentals received through the operation of the leased premises and shall, on or before the 20th day of each month during the life of this lease, render and deliver to the City an itemized statement showing all rentals so received during the calendar month immediately preceding.

Section 3.4 Audit. Tenant shall keep at his office true and complete records and accounts of all rental receipts and annually furnish a true and accurate statement for the preceding calendar year of all such receipts during such preceding year, which statement shall be certified by an authorized representative of the Tenant to be correct. Tenant agrees that it will keep and preserve for at least one year all sales slips, cash register tape, sales books, bank books, or duplicate deposit slips from any retail business operated by Tenant or received from subtenants and other evidence of business transacted by subtenants and rental receipts for such period. Landlord's Auditor and Manager of Public Works and their respective authorized representatives shall have the right at any time and from

time to time to audit the rental receipt journal of Tenant and said data received by Tenant from subtenants, and the Tenant on request by either shall make said journal available for such examination at Tenant's office. If Landlord shall make or have such an audit made for any year and the rental receipts shown by Tenant's statement for such year should be found to be understated by more than one percent (1%), Tenant shall pay to Landlord the cost of such audit. Landlord's right to have such an audit made with respect to any year shall expire three years after Tenant's statement for any year shall have been delivered to Landlord.

Section 3.5 Disclosure of Sale and Use Tax Information. Tenant specifically agrees to permit full disclosure by the Manager of Revenue of the City, his agents, clerks and employees, to the Auditor of the City, of sales and use tax information contained on the sales and use tax returns of the Tenant or subtenants filed with the City; as referred to in Sections 166.28. and 166A.7. of the Revised Municipal Code, as amended, and specifically waives the prohibition contained therein against such disclosure.

Section 3.6 Manner and Place of Payment. All payments of rental shall be by normally accepted business methods, payable without notice or demand to Landlord at the address as indicated hereinafter for the purpose of giving notices, or at such other place as Landlord may from time to time direct in writing.

ARTICLE IV
USE AND POSSESSION OF PREMISES

Section 4.1 Possession. Tenant shall have and is entitled to exclusive possession of the leased premises upon

the commencement of the lease or upon completion of construction as set forth herein.

Section 4.2 Use of Premises. Tenant shall use the leased premises for commercial and/or retail purposes consistent with the goals and objectives of Sections 4 and 6 of the Muchow Report of November 1976 attached hereto as Exhibit B. Tenant may nonetheless use such space in the leased premises as is reasonably required for his business for office or clerical purposes limited to a maximum of 1,000 square feet. Landlord warrants that at the beginning of the term of this lease, the leased premises are zoned to permit commercial and/or retail use as contemplated by this section. If the laws, regulations, or ordinances of any government body prohibit Tenant from using the leased premises for commercial and/or retail purposes, Tenant may elect to terminate this lease and all obligations hereunder upon notice to Landlord within 90 days after Tenant has received notice from the appropriate government authority that commercial and/or retail use of the leased premises is prohibited. Regardless of the above provisions, the landlord reserves the right to reject any use of the premises by a sub-tenant of the Tenant if it believes such use to be contrary to good taste, morals, or the general environment of the area.

ARTICLE V

CONDITION OF PREMISES

AND

REPAIRS AND MAINTENANCE

Section 5.1 Condition of Premises. Landlord represents, warrants, and covenants that at the commencement of the term, except for any condition caused by the act or negligence of Tenant, the leased premises will conform to all applicable laws, orders, ordinances, and regulations and will be suitable for the use for which the premises are let

hereunder. Landlord agrees that, without cost to Tenant, the following utility services will be stubbed into Areas 1, 2, and 3 described in Section 2.1 as specifically located and identified on Exhibit A: Hot water heating supply and return, condenser water supply and return, condenser water supply and return for heating and cooling domestic cold water, sanitary sewer, fire sprinkler service line, electrical conduit from Public Service Company, gas service as available from Public Service Company, transformer vault, and telephone conduit. Landlord agrees to furnish sufficient chilled and heated water for purposes of air conditioning and heating the leased premises. Landlord agrees that, without cost to Tenant, utility services of similar character and capacity to that in Areas 1, 2, and 3 will be stubbed into Area 4 as described in Section 2.1 as specifically located and identified on Exhibit A as funds are available. Landlord hereby grants to Tenant all necessary access across the Galleria and adjacent lands for construction, maintenance, and operation of Tenant's contemplated improvements. Landlord also grants to Tenant all necessary access and locations for an off-site construction office, for a construction material storage yard, and for temporary utility services thereto. It is understood that Tenant's construction shall not unreasonably restrict the movement of visitors through the facilities of the Denver Center for the Performing Arts or the Denver Convention Center. Tenant shall be entitled to enter the Galleria and the leased premises during the course of construction, provided such entry shall not substantially interfere with the work of Landlord or the Denver Center for the Performing Arts.

Section 5.2 Obligations of Tenant. Tenant will take good care of the leased premises, fixtures, and appurtenances and suffer no waste or injury; make all repairs to

the leased premises, fixtures, and appurtenances necessitated by the negligence of Tenant, his employees, assignees, or subtenants; conform to all laws, orders, and regulations of the federal, state, or municipal governments, or of any of their departments, applicable to the leased premises, but shall not be required to make any expenditures to comply therewith unless necessitated by the Tenant's fault; perform routine maintenance on the leased premises and keep them in good condition; repair all injury done by the installation or removal of Tenant's or subtenants' furniture or other property; and at the end of the term, surrender the leased premises in good condition, reasonable wear and tear, damage by the elements, and damage or destruction covered by Sections 5.5 and 5.6 excepted, and subject to Tenant's right to leave or remove alterations or improvements under Section 6.2. Notwithstanding the foregoing, in no event shall Tenant's obligation be for a sum greater than the insurance proceeds paid by reason of the insurance to be maintained by Tenant under Sections 5.4 and 5.5.

Section 5.3 Obligations of Landlord. Landlord shall maintain and make all repairs, structural and non-structural, ordinary and extraordinary (other than those which Tenant is obligated to make), in, to, or about the Galleria Floor, as well as the leased premises, in order to keep the leased premises dry and in good repair and tenant-able condition, including without being limited to repairs to furnaces, foundations, bearing and exterior walls, sub-flooring, roof, plumbing and sewage systems (including those portions lying outside the Galleria), and pipes and conduits outside the leased premises for the furnishing to the leased premises of various utilities. Notwithstanding the foregoing, Landlord shall make all repairs, though interior and

nonstructural, which are necessitated by Landlord's acts or negligence, or by defects in the original construction. Landlord shall have 10 days after notice to commence to perform its obligations under this section, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. If Landlord does not perform its obligations within such time limit, Tenant has the right to perform them and to be reimbursed by Landlord for the sums he expends in performance of such obligations immediately after demand, or if Landlord does not so reimburse Tenant, Tenant shall have the right to withhold from future percentage rental due until Tenant has been reimbursed in full.

Section 5.4 Liability Insurance. Tenant shall obtain and maintain during the term hereof public liability insurance (which may be part of Tenant's blanket insurance coverage) with the following minimum coverages: \$1,000,000 for death or injury to each person, \$1,000,000 with respect to one accident, and \$500,000 property damage. The policy shall name Landlord as additional insured and a copy of policy of said insurance coverage shall be delivered to Landlord.

Section 5.5 Tenant Hazard Insurance. Tenant shall obtain and maintain on the leased premises during the term hereof fire and extended coverage insurance, with vandalism and malicious mischief endorsements (which may be part of Tenant's blanket insurance coverage), in an amount equal to at least 85% of the replacement cost of all leasehold improvements. The insurance policy shall name Landlord as an additional insured and a copy of certificate of said insurance coverage shall be delivered to Landlord. Such

policy shall provide that proceeds shall be made payable as provided in Section 7.2.

Section 5.6 Landlord Hazard Insurance. Landlord shall maintain or cause to be maintained on the Galleria during the term hereof fire and extended coverage insurance, with vandalism and malicious mischief endorsements (which may be a part of Landlord's blanket insurance coverage), in an amount equal to at least 85% of the full replacement cost of the Galleria, including all improvements, alterations, and additions thereto. Such policy shall provide that proceeds shall be made payable as provided in Section 7.2.

Section 5.7 Waiver of Subrogation. Landlord and Tenant shall each endeavor to procure an appropriate clause in, or an endorsement on, the fire and extended coverage policies required by Sections 5.5 and 5.6 pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and having obtained such clauses or endorsements of waiver of subrogation or consent to a waiver of right of recovery, each party hereby agrees that it shall not make any claim against or seek to recover from the other for any loss or damage to its property, or the property of others, resulting from fire or other hazards covered by such fire and extended coverage insurance; provided, however, that the release, discharge, exoneration, and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses or endorsements consenting to a waiver of right of recovery, and shall be coextensive therewith.

Section 5.8 Utilities. Tenant shall be responsible for the payment of all gas, electric, water, telephone,

and sewer services furnished to or used by Tenant or his subtenants in connection with the leased premises. All such existing utility rights in Landlord shall remain in Landlord.

Section 5.9 Taxes. Tenant shall be responsible for general property taxes on Tenant's leasehold improvements.

ARTICLE VI
IMPROVEMENTS AND ALTERATIONS

Section 6.1 Required Tenant Improvements. Tenant agrees to complete or furnish the following improvements to Areas 1, 2, and 3 of the leased premises: entrance doors over and above 20 pair; floor and ceiling finish; partitions, interior door, and hardware; self-contained water cooled air conditioning units with heating coils; filters and associated diffusers, grilles; exhaust fans and associated ducts and grilles for required exhaust systems; outside air intake louvers and associated duct work and grilles; plumbing fixtures and piping to stub-in services; fire sprinkler branch lines and sprinkler heads; electrical wire from Public Service transformer vault; fused service switch and metering equipment; panel boards and circuitry, lighting, switches and receptacles; and telephone cable, telephones and dial equipment. Tenant agrees to complete or furnish improvements of similar character and scope in Area 4 of the leased premises.

Section 6.2 Alterations and Improvements by Tenant. Tenant shall have the right at his own expense from time to time during the lease term to improve or alter the

leased premises as he finds necessary for his purposes; however Tenant shall not make structural alterations without Landlord's consent, which consent shall not be unreasonably withheld. Tenant agrees to expend an average of not less than \$31.00 per square foot on the physical improvements in the leased premises, which expenditure shall include direct construction cost, tenant finish allowance, professional services of architects, engineers and construction managers, and a contingency factor of 10%. Tenant warrants that any such improvements and alterations shall be made in a workman-like manner and in compliance with all applicable federal, state, and municipal laws and regulations. Any additional equipment, furnishings, or other improvements placed in or on the leased premises by Tenant shall be considered as personal property and shall remain the property of Tenant, who shall have the right to remove such additions from the premises within 10 days after expiration or sooner termination of this lease, or to leave the same in place.

Section 6.3 Financing for Improvements and Alterations. Tenant shall use his best efforts to obtain financing for required and other improvements, alterations, and additions contemplated by Tenant. In the event that Tenant is unable to obtain a satisfactory commitment for such financing on or before 12 months after execution of this lease, Tenant or Landlord shall have the right to terminate this lease upon giving 30 days written notice to the other. Notwithstanding the foregoing rights to terminate, Tenant shall have the right to extend this contingency for an additional six-month period upon notice to Landlord on or before 12 months after the execution of this lease;

. . . ; PROVIDED, HOWEVER, that the Tenant shall provide the Landlord with monthly progress reports, and in the event the City determines that the rate of progress indicates a lack of diligence or probable eventual failure in securing financing, it may terminate this Lease upon giving thirty (30) days' written notice to the Tenant.

ARTICLE VII

DAMAGE TO IMPROVEMENTS

Section 7.1 Damage to Improvements. If, at any time after the execution hereof, the improvements on the leased premises other than those constructed by Tenant are destroyed or damaged by fire or the elements or by any other cause whatsoever unless such other cause be Tenant's negligence or subtenant's negligence, Landlord shall immediately repair such damage or rebuild the leased premises as nearly as practicable to the condition existing just prior to such destruction or damage, subject to the provisions of Section 7.3. If, at any time after execution hereof, the improvements on the leased premises constructed by Tenant are destroyed or damaged by fire or the elements or by any other cause whatsoever unless such other cause be Landlord's negligence, Tenant shall immediately repair such damage or rebuild the leased premises as nearly as practicable to the condition existing just prior to such destruction or damage, subject to the provisions of Section 7.3.

Section 7.2 Insurance Proceeds. Any and all insurance monies recovered on account of any injury to or destruction of the buildings or improvements or any part thereof located on the leased premises under the policy taken out as required under Section 5.5 shall be applied by Tenant to the payment of the cost of repair, restoration, and rebuilding of the leased premises and the improvements thereon unless this lease shall terminate under the provisions of Section 7.3. Any and all insurance monies recovered on account of any injury to or destruction of the Galleria or improvements or any part thereof under the policy taken out as required under Section 5.6 shall be

applied by Landlord to the payment of the cost of repair, restoration, and rebuilding of the Galleria and the improvements thereon unless this lease shall terminate under the provisions of Section 7.3.

Section 7.3 No Repair Required. If any of the improvements on the leased premises are damaged, destroyed, or lost as the result of a casualty not covered by the policies of fire and extended coverage insurance to be maintained under Sections 5.5 and 5.6 or if the damage is such that it cannot be repaired or reconstructed within 180 days, then either party hereto may, by written notice given to the other, elect to terminate this lease and all obligations hereunder effective 30 days thereafter. Provided, however, that in the case of noncoverage, if Landlord elects to promptly repair, restore, or reconstruct the leased premises to substantially their previous condition, at Landlord's sole expense, then this lease shall not be terminable by Tenant.

Section 7.4 Abatement of Rental. If, as a result of damage to or destruction of the improvements on the leased premises due to fire or the elements, or as a result of the exercise of the right of eminent domain, or as a result of any other cause whatsoever (unless such other cause be Tenant's negligence), the whole or any part of the leased premises shall become untenable, dangerous, or unfit for Tenant's use, or Tenant loses the use of all or a portion of the leased premises, rental shall abate justly and proportionately during the continuance of such condition.

ARTICLE VIII
CONDEMNATION

Section 8.1 Termination. If title to all of the leased premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the leased premises is so taken that a reasonable amount of reconstruction will not result in the leased premises being a practical improvement and reasonably suitable for continued use by Tenant, then in either such event this lease and all obligations hereunder shall terminate on the date that possession of all or part of the leased premises is taken.

Section 8.2 Continuation. If any part of the leased premises shall be so taken and the remaining part of the premises (after reconstruction of the then existing building) is reasonably suitable for continued use by Tenant, this lease shall, as to the part so taken, terminate as of the date that possession of such part is taken. Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the building and other improvements on the leased premises needed in the event of such taking in order to make the remainder suitable for continued use by Tenant.

Section 8.3 Damages. In any taking by condemnation, Tenant shall be entitled, in addition to other damages allowed, to damages from the condemning authority in the amount of the present value of the projected income of Tenant from the leased premises, based upon the income and existing leases for the previous years, for the balance of

the lease term, plus the outstanding balance, if any, of Tenant's then existing first loans on the leased premises.

ARTICLE IX
ASSIGNMENT--SUBLETTING

Section 9.1 Assignment--Subletting. Tenant shall have full authority and absolute discretion from time to time to sublease all or any portion of the leased premises or to mortgage this lease without Landlord's consent. Tenant shall not assign its interest herein without the consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall, however, have the unrestricted right to assign, without Landlord's consent being required, to any partnership of which Mickey E. Fouts is a general partner, to any corporation of which Mickey E. Fouts owns at least 25% of the issued and outstanding stock, or to any trust created by Mickey E. Fouts. Any assignment or subletting shall not operate to release or discharge Tenant from any of his duties or obligations hereunder except to the extent such duties or obligations are actually performed. It is understood that all business conducted on the leased premises shall be conducted by subtenants of Tenant. Notwithstanding the foregoing, in the event Tenant shall own an interest in any business conducted on the leased premises by subtenants, such subtenants shall be subject to rental rates comparable to the rates of other subtenants, or if Tenant is the sole operator in the leased premises or any part thereof, he shall pay rental rates in an amount equal to the fair market rental thereof, and in any event no less than \$8.00 per square foot per annum of rentable area.

ARTICLE X
PARKING

Section 10.1 Parking. Tenant's customers and visitors shall be permitted to park in the parking garage for the Galleria on the same basis as other visitors to the complex of which the Galleria is a part.

ARTICLE XI
DEFAULT

Section 11.1 Events of Default. Each of the following events shall constitute a default on the part of Tenant with respect to his obligations hereunder and a breach of this lease:

(a) The failure to pay the rental herein reserved or any part thereof within 15 days after the same shall become due, and the continuance of such failure for a period of 10 days after written notice of such default has been given by Landlord to Tenant.

(b) The failure to observe or perform any of the other covenants, agreements, and obligations herein contained on the part of the Tenant to be observed and performed, and the continuance of such failure for a period of 30 days after written notice thereof has been given by Landlord to Tenant.

(c) The adjudication of Tenant as a bankrupt or insolvent; or the appointment of a receiver for all or substantially all of Tenant's business or assets on the ground of Tenant's insolvency; or the appointment of a

trustee for Tenant after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States; or an assignment by Tenant for the benefit of his creditors; and the continuance without dismissal of the bankruptcy, insolvency, assignment for benefit of creditors, or failure of removal of receiver or trustee for a period of 60 days after such occurrence.

In the event of any default (other than the non-payment of rental) for which notice has been given as aforesaid, which, because of its nature, cannot be cured completely or is not cured completely within the periods of grace heretofore allowed, such default shall be deemed to have been remedied for the purpose of this Article XI if the correction thereof shall have been commenced within said grace period or periods and shall when commenced be diligently prosecuted to completion. Landlord agrees to give any first lender of Tenant notice of default hereunder, and said lender shall have the right, but not the obligation, to cure any such default for a period of 30 days after receipt of said notice.

Section 11.2 Landlord's Remedies. Upon the occurrence of any such default and the expiration of the grace periods set forth above, Landlord may, at its option, terminate this lease by giving written notice thereof to Tenant, and upon such termination Landlord may then, or at any time thereafter, reenter the leased premises, or any part thereof, and thereupon take possession of said premises and all improvements thereon, and expel and remove from the leased premises the Tenant and his effects, without service of notice or resort to any legal proceedings, and without

being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned thereby, or may then or at any time thereafter bring an action for possession of the leased premises, or any part thereof, as provided by law. If Tenant shall at any time fail to make any payment or perform any other act or agreement on his part to be made or performed as in this lease provided, then upon the expiration of the grace period set forth above, Landlord, without waiving or releasing Tenant from any obligations of Tenant in this lease contained, may, at its option, make any payments or perform any other act or agreement on the part of Tenant to be made and performed as in this lease provided, in such manner and to such extent as Landlord may deem desirable. All sums so paid by Landlord and all necessary and incidental expenses and costs in connection with the performance of any such act or agreement by Landlord, together with interest thereon at the rate of 10% per annum from the date of making such expenditure by Landlord, shall be deemed additional rental hereunder and Landlord shall have, in addition, any other right or remedy for arrears of rental or for damages sustained by reason of the aforesaid default.

Section 11.3 Abandonment. In the event that the leased premises are at any time abandoned, Landlord may retake possession of the leased premises and rent the same for such rental and upon such conditions as Landlord may deem best, giving the credit for the amount of rental so received, less all expenses of such repairs. Landlord agrees that it will in good faith attempt to mitigate damages in the event of termination or abandonment by, at the least, making a diligent effort to rent the leased premises. Mere vacancy of a portion of the leased premises shall not constitute abandonment.

ARTICLE XII
QUIET POSSESSION

Section 12.1 Covenant of Quiet Possession.

Landlord hereby covenants and agrees that Tenant, his successors and assigns, upon payment of the rental herein stated and the performance and keeping of all of the other terms, covenants, and conditions hereof to be performed and kept by Tenant, shall and may exclusively, peaceably, and quietly hold and enjoy the leased premises during the term hereof.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Holding Over. Any holding over by Tenant beyond the date of termination of this lease, whether by expiration of time or otherwise, and continued payment of rental by Tenant without written agreement, shall be deemed as a holding from month to month and all other terms, covenants, and conditions hereof, except for the term, shall remain in full force and effect.

Section 13.2 Titles. It is understood that the titles to the articles and sections herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of this lease.

Section 13.3 Time of the Essence. It is specifically understood and agreed that time is of the essence in all provisions of this lease.

Section 13.4 Benefit. This lease and the terms, covenants, conditions, provisions, and agreements herein

contained are binding upon and shall inure to the benefit of Landlord and Tenant and upon and to their respective successors and assigns.

Section 13.5 Estoppel Certificate. Landlord and Tenant agree at any time and from time to time, upon not less than 20 days' prior written request by either of them to the other, to execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section 13.5 may be relied upon by any prospective purchaser of the fee, or mortgagee or assignee of any mortgage upon the fee or leasehold interest in the leased premises, or by any assignee of the Tenant. The City Clerk shall execute any such certificates on behalf of Landlord.

Section 13.6 Short-Form Lease. This lease or any portion hereof shall not be recorded, but the parties agree, at the request of either of them, to execute a short-form lease in recordable form for recording purposes, containing only the names of the parties, the description of the leased premises, the term of the lease, the option to extend, and the rights of Tenant as set forth in Articles XIV and XV hereof. A form of said short-form lease is attached hereto as Exhibit C.

Section 13.7 As-Built Drawings. Landlord agrees to provide Tenant with final as-built drawings of the Galleria.

It is understood that the final as-built drawings shall be initialed for identification by the parties and attached hereto as Exhibit D.

Section 13.8 Amendment or Modification. Tenant acknowledges and agrees that he has not relied upon any statements, representations, agreements, or warranties except such as are expressed herein and that no amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this lease including approval thereof by Ordinance.

Section 13.9 Severability. If any clause or provision of this lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this lease, then and in that event it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby. It is also the intention of the parties to this lease that in lieu of each illegal, invalid, or unenforceable clause, there be added as a part of this lease a legal, valid, and enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provisions as may be possible.

Section 13.10 No Partnership. Landlord and Tenant have not created and do not intend to create by this lease a partnership or joint venture relationship between them, it being understood that the provisions of this lease with respect to the payment by Tenant and the acceptance by Landlord is a reservation of rental.

Section 13.11 Real Estate Brokerage. Tenant, Mickey E. Fouts, doing business as Equity Services Company, is a licensed real estate broker in the State of Colorado, and may serve the project as broker, leasing agent, construction manager, and property manager. Landlord shall not be responsible for any commissions of Tenant for acting in the foregoing capacities.

ARTICLE XIV
OPTION

Section 14.1 Option. As part of the consideration for this lease, Landlord hereby grants to Tenant the exclusive option to lease Areas 5 and 6, as identified in Exhibit A, on the same terms and conditions set forth herein. This option shall expire on or before the later of December 31, 1982, or one year after completion of the Galleria Floor as certified by Mr. George Hoover AIA, or his successor as architect regarding the Galleria Floor, and shall be exercised by notice to Landlord on or before 30 days prior to the expiration date. In no event shall this option expire later than 21 years after the execution of this lease.

ARTICLE XV
RIGHT OF FIRST REFUSAL

Section 15.1 Right of First Refusal. In the event Landlord shall receive a bona fide offer to lease commercial or retail space in the Galleria and other property described in Exhibit A (other than licensees or concessionaires operating within the Theatres, Symphony Hall, Arena, and Auditorium Theatre as identified in Exhibit A)

during the term hereof, or any extended term, and the offer shall be acceptable to Landlord, Landlord shall deliver to Tenant a copy of the offer and Tenant shall have 30 days after receipt thereof to make an identical offer, which identical offer shall be accepted by Landlord. The foregoing shall apply to bids solicited by Landlord. Tenant shall have 30 days after receipt of a copy of the acceptable bid to lease said space in which to make an identical bid which shall be accepted by Landlord. If Tenant's option to extend the lease term described in Section 2.3 is cancelled, this right of first refusal shall terminate.

ARTICLE XVI
NOTICES

Section 16.1 Notices. Any notice which may be required to be given hereunder, or which is permissible hereunder, from either of the parties to the other shall be in writing. Said notice may be served personally or shall be deemed duly served if sent by United States first-class mail, postage paid, certified, return receipt requested, addressed as follows:

To Landlord:

Mayor
City and County of Denver
City and County Building
Denver, Colorado 80202

and

Manager of Public Works
City and County of Denver
City and County Building
Denver, Colorado 80202

To Tenant:

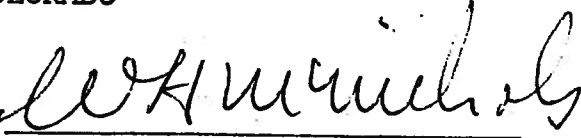
Equity Services Company
5500 So. Syracuse Circle, #273
Englewood, Colorado 80110

or at such other address as either of the parties may here-
after designate in writing.

EXECUTED by the parties the day and year first
written above.

LANDLORD:

CITY AND COUNTY OF DENVER,
COLORADO


By 
Mayor

ATTEST:


By 
Clerk and Recorder

[SEAL]

APPROVED:

By 
City Attorney

RECOMMENDED AND APPROVED:


Manager of Public Works

COUNTERSIGNED AND REGISTERED:

By 
Auditor

TENANT:

EQUITY SERVICES COMPANY

By Mickey E. Fouts
Mickey E. Fouts

STATE OF COLORADO

CITY AND COUNTY OF DENVER

)
) SS.
)

The foregoing instrument was acknowledged before me this 13 day of April 1978, by MICKEY E. FOUTS, doing business as Equity Services Company.

WITNESS my hand and official seal.

My commission expires 2-14-79

James L. Cuyler
Notary Public

[SEAL]

EXHIBIT A

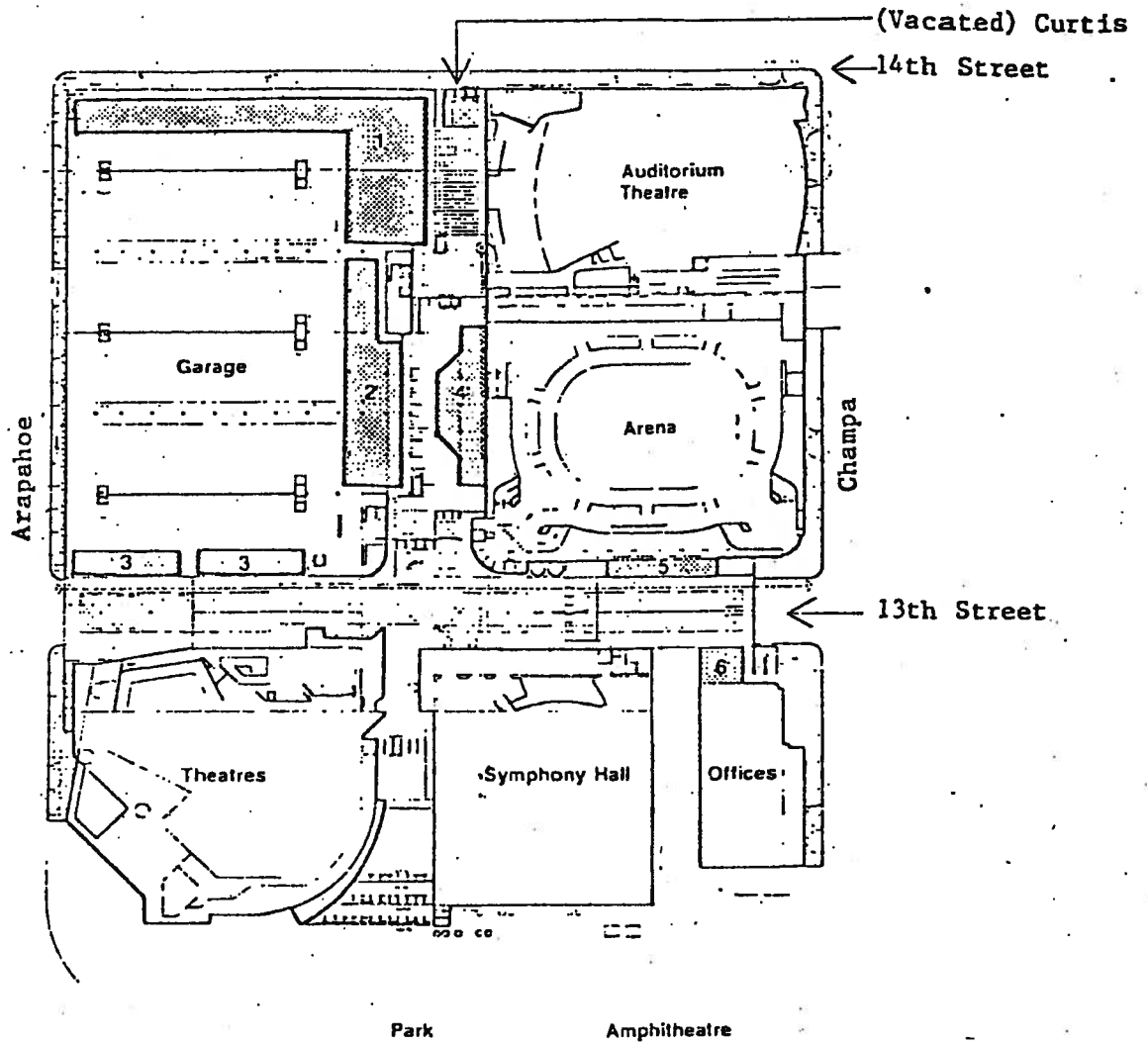


EXHIBIT C

SHORT-FORM LEASE

THIS SHORT-FORM LEASE is of an unrecorded lease dated _____, 1978, between the CITY AND COUNTY OF DENVER, COLORADO ("Landlord"), a municipal corporation and political subdivision duly organized and existing under the laws and constitution of the State of Colorado, and MICKEY E. FOUTS, doing business as Equity Services Company ("Tenant").

1. Leased Premises. The unrecorded lease is of Areas 1, 2, 3, and 4 of the real property located in the City and County of Denver, Colorado, described in Exhibit A attached hereto and incorporated herein.

2. Lease. Landlord leases the leased premises to Tenant and Tenant leases the leased premises from Landlord for the term and under the provisions contained in the unrecorded lease mentioned above, which is hereby incorporated by reference in this short-form lease.

3. Term. The term of the lease is 25 years, commencing on the date of execution of the lease, subject to Tenant's option to extend.

4. Option to Extend. Tenant has the option to extend the term of the lease for an additional 25-year term after the end of the initial lease term as provided in the unrecorded lease.

5. Option to Lease Additional Areas. Tenant has an option to lease Areas 5 and 6, identified in Exhibit A attached hereto, as provided in the unrecorded lease. This option expires on the later of either December 31, 1982, or one year after the completion of the Galleria Floor as certified by Mr. George Hoover AIA or his successor as the Galleria architect.

6. Right of First Refusal. Tenant has the right to lease commercial or retail space in the property described in Exhibit A attached hereto (other than licensees or concessionaires operating within the Theatres, Symphony Hall, Arena, and Auditorium Theatre as identified in Exhibit A) on terms identical to any offer or bid acceptable to the Landlord as provided in the unrecorded lease.

7. Summary. This short-form lease is not a complete summary of the unrecorded lease and shall not be used in interpreting the provisions of that lease. In the event of conflict between this short-form lease and the unrecorded lease, the unrecorded lease shall control.

EXECUTED by the parties this 14 day of Apr 1978.

LANDLORD:

CITY AND COUNTY OF DENVER, COLORADO

By W.H. Muehls
Mayor

ATTEST:

By D.J. Seraden
Clerk and Recorder
[SEAL]

APPROVED:

By W.H. Van V
City Attorney

RECOMMENDED AND APPROVED:

Harold Cook
Manager of Public Works

COUNTERSIGNED AND REGISTERED:

By John J. O'Leary, Jr.
Auditor

TENANT:

EQUITY SERVICES COMPANY

By Mickey E. Fouts
Mickey E. Fouts

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

The foregoing instrument was acknowledged before me this 18 day of July 1978, by MICKEY E. FOUTS, doing business as Equity Services Company.

WITNESS my hand and official seal.

My commission expires 9-14-79

James R. Cuyler
Notary Public

[SEAL]

Date Jan 9, 1981

LETTER OF UNDERSTANDING
BETWEEN THE CITY AND EQUITY SERVICES COMPANY

This "Letter of Understanding" is necessary to clear up some ambiguous as well as conflicting statements of each party's responsibilities in the Master Lease, dated April 14, 1978.

The basic areas of discussion are:

1. Shafts for use in venting the various lease areas.
2. Termination of electrical service lines.
3. Supply of chilled and hot water as well as other utilities to lease areas.

By signing this letter, the parties agree to the following resolution of the above listed matters:

FOR AREAS 1, 2, 3 and 4

1. Ventilation Shafts. The City will accomplish the engineering and construction of the ventilation shafts as required, based on plans submitted by Equity Services, which contain enough information to reasonably describe the location and need of a particular lease area. Actual ventilation pipe will be furnished and installed by Equity Services. Existing shafts will be used whenever possible. The shafts referred to herein are vertical. Any sloping or horizontal runs remain the responsibility of Equity Services.
2. Electrical Services. The City will accomplish the engineering and construction necessary to provide electrical service, master panel, and construction gutter for each of the areas to be developed. Service shall accommodate total connected load requirements as presented to the City by Engelke Architects. Master panel shall be so designed as to facilitate all runs to tenant space sub-panels.

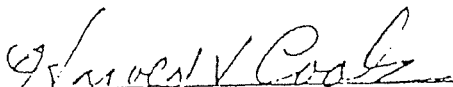
"Electrical vault", as used in the lease, shall mean the City's distribution panel in each of the rental areas.

3. Supply of Cooling Tower Water and Heating Hot Water As Well As Other Non-Electric Utilities. The terms chilled water, cooled water, and cooling tower water, as used in the lease, shall all refer to cooling tower water as provided by the City. The terms steam hot water, and domestic hot water shall all refer to the hot water for space heating, provided by the City. Gas, sewer, and telephone are available only "as is" and "where is" and will not be modified by the City.

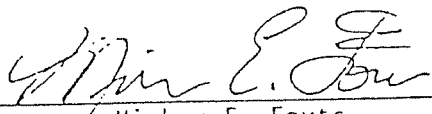
The City shall provide hot water, in the existing lines, sufficient for heating all of the tenant spaces. The City shall also provide cooling tower water sufficient for cooling the heat pumps. The above shall be in currently so designated spaces and throughout the areas and spaces. The City shall also be responsible for adequate supplies of heated and cooling tower cooled water from a maintenance, operation, and cost standpoint. Equity Services shall be responsible for all systems installed by them in each tenant space from the connection point on within said tenant spaces. The maintenance of all items relative to the individual tenant improvement, including the physical connection to the City supply lines, shall be the responsibility of Equity Services.

4. Waterproof Structure. The City is to provide a water-proof, weather-proof structure in which the tenant finish of Equity Services is to occur. Currently, the major breach in this tight envelope is the concrete ceiling which leaks. The City shall provide adequate water-proofing to the necessary parking structure areas to eliminate dripping of the melt-water and rain from entering into the tenant spaces.

The parties hereby mutually agree to the aforementioned stipulations and statements.



Harold V. Cook
Manager of Public Works



Mickey E. Fouts
Equity Services Company

Jan 9, 1981
Date

JAN 9, 1981
Date

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, made and entered into as of the 26 day of Jan, A.D. 1983, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", or "LANDLORD", Party of the First Part, and MICKEY E. FOUTS, doing business as EQUITY SERVICES COMPANY, of 5 Denver Technological Center, Suite 2002, 5555 DTC Parkway, Englewood, Colorado 80111, hereinafter referred to as the "TENANT", Party of the Second Part,

W I T N E S S E T H :

WHEREAS, the parties entered into a written Lease, dated April 14, 1978, providing for lease to the Tenant of certain premises, know as the "Galleria", more particularly described in said Lease; and

WHEREAS, the parties now wish to amend that said written Lease to provide for elimination of certain space in Area 4 of the Galleria;

NOW, THEREFORE, in consideration of the mutual agreements of the parties, it is understood and agreed as follows:

1. The written Lease between the parties, dated April 14, 1978, is amended as follows: Article II, Section 2.1, shall read as follows:

"Section 2.1 Leased Premises. Landlord leases to Tenant, and Tenant leases from Landlord, Areas 1, 2, 3, and the floor level of Area 4 and the mezzanine area immediately above the floor level of Area 4, outlined on the plan attached hereto and incorporated herein as Exhibit A (the "leased premises") in Denver, Colorado, (said areas are adjacent to a general mall area crosshatched on Exhibit A and hereafter referred to as the "Galleria Floor"), together with all rights and appurtenances thereto, said appurtenances to include the exclusive right to

locate vending stands, kiosks (other than the ticket and informational kiosks of Landlord or the Denver Center for the Performing Arts), and pushcarts in the Galleria Floor area (the leased premises and Galleria Floor hereinafter shall be collectively referred to as the "Galleria"). It is understood that the location of the vending stands, kiosks and pushcarts shall be coordinated with the Landlord and the Denver Center for the Performing Arts so as not to cover decorative brick or mosaic panels and so that such location shall not unreasonable restrict the movement of visitors through the facilities of the Denver Center for the Performing Arts or the Denver Convention Center. The Tenant will allow the Landlord to construct utilities and stairway and elevator access through first floor and mezzanine space of Area 4 as is necessary for the operation of the Landlord's space. Designs for utilities and access are to be mutually acceptable to both parties."

2. Paragraph 1, Exhibit C, "Short-Form Lease", is amended as follows:

"1. Leased Premises. The unrecorded lease is of Areas 1, 2, 3 and the floor level and mezzanine area immediately above floor level of Area 4, reserving to the Landlord all space above the mezzanine area, of the real property located in the City and County of Denver, Colorado, described in Exhibit A attached hereto and incorporated herein. The Tenant will allow the Landlord to construct utilities and stairway and elevator access through first floor and mezzanine space of Area 4 as is necessary for the operation of the Landlord's space. Designs for utilities and access are to be mutually acceptable to both parties."

3. As herein amended, the written Agreement between the parties dated April 14, 1978, is hereby ratified and reaffirmed in all particulars.

Amendatory Agreement
Mickey Fouts, d/b/a
Equity Services Company
re Galleria

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

ATTEST:

F. J. Serafini
F. J. SERAFINI, Clerk and
Recorder, Ex-Officio Clerk of
the City and County of Denver
By Larry J. Cella DEPUTY CITY CLERK
APPROVED AS TO FORM:

MAX P. ZALL, Attorney for the
City and County of Denver

By W. H. Vandy
Deputy City Attorney

REGISTERED AND COUNTERSIGNED:

By Charles J. Byrne
Auditor

CITY AND COUNTY OF DENVER

By Harold V. Cook
Mayor
ACTING MAYOR

RECOMMENDED AND APPROVED:

By Harold V. Cook
Manager Public Works



LANDLORD
PARTY OF THE FIRST PART

NOTION APTI

Ord. # 22, Series: 83

EQUITY SERVICES COMPANY

By Mickey E. Fouts
Mickey E. Fouts

TENANT
PARTY OF THE SECOND PART

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

The foregoing instrument was acknowledged before me
this 22nd day of DECEMBER, 1982, by MICKEY E. FOUTS, doing
business as EQUITY SERVICES COMPANY.

Witness my hand and official seal.

My Commission expires: October 26, 1986

William P. Roman
NOTARY PUBLIC
2160 South Vaughn Way, #203C
Aurora, CO 80014
Address

AGREEMENT FOR POSSESSION AND USE

THIS AGREEMENT is made and entered into this 21st day of DECEMBER, 1989, by and between GPAC, INC., a Colorado Corporation (GPAC) and the CITY AND COUNTY OF DENVER, a municipal corporation, (City).

WHEREAS, the City is constructing a project known as the Denver Arts Center (Center), and the City needs to enter onto and take possession of GPAC's leasehold interest in the following described property situated in the City and County of Denver, State of Colorado, to wit:

The floor level of Area 4 and the mezzanine area immediately above the floor level of Area 4, plus temporary possession and use for construction and safety purposes during construction in the Galleria Floor Area immediately adjacent to Area 4, all as described in the Lease between the parties dated April 11, 1978 and the Amendatory Agreement dated January 26, 1983.

which property is owned by the City and leased to GPAC; and

WHEREAS, the City is vested with the right of eminent domain, and if it cannot acquire this leasehold interest in the property through negotiations, it may institute condemnation proceedings to acquire the same; and

WHEREAS, the City has awarded a contract for the construction of the Center and needs possession of the leasehold interest in the property to proceed; and

WHEREAS, the City has made an offer to GPAC for total just compensation for the taking of its leasehold interest in the property, which offer GPAC has not accepted at this point; and

WHEREAS, so as not to delay the City's project, GPAC agrees to grant a right of entry to the City of its leasehold interest in the property hereinabove described so that the City may proceed with the Center without the need for the City to file eminent domain proceedings;

NOW, THEREFORE, for and in consideration of the promises and agreements herein contained, GPAC and the City agree as follows:

1. GPAC hereby grants unto the City possession of its leasehold interest in the property hereinabove described as of noon on the 28th day of December, 1989, and the City may as of that date and that hour, enter upon, take, possess, use and enjoy said leasehold interest and may do such work thereon as may be necessary for the City to proceed with the Center, all as against GPAC, its legal representatives, successors and assigns. GPAC also agrees that for itself, its agents, servants and employees to vacate, quit and depart from said property by noon of the 28th day of December, 1989.

200-007
1 WITTC, INC.

2. The City agrees to advance to GPAC on the date of possession the sum of \$250,000.00 in lieu of filing its condemnation case and making a deposit into the registry of the court as otherwise provided by § 38-1-105, C.R.S. If the sum of \$250,000.00 is not advanced on the date of possession which is December 28, 1989, this Agreement for Possession and Use is terminated.

3. If GPAC decides to have an appraisal of its leasehold interest in the property hereinabove described done, the City will pay the reasonable costs of an appraisal made and submitted to the City pursuant to the provisions of 38-1-121(1) and 38-1-121(2), C.R.S.

4. The City and GPAC agree to continue to negotiate to resolve the issues of just compensation for the acquisition by the City of said leasehold interest. The parties further agree that if the issue of just compensation is not resolved by agreement within 30 days after GPAC submits its appraisal to the City as provided in paragraph 3 hereof, the City shall file eminent domain proceedings to acquire said leasehold interest, and GPAC shall not object to the taking by the City; and the parties agree that the sole issue in said proceedings shall be any issue concerning just compensation, which shall include compensable damages, if any, and the value of specific benefits, if any, to the residue, if any, for the acquisition of the leasehold interest in the property as well as any other appropriate costs, expenses, appraisal costs or witness fees and interest as may be allowed by law in condemnation proceedings.

5. In the event the City files its eminent domain proceedings, GPAC agrees not to request of the City that the City deposit an amount into the registry of the Court as provided by C.R.S. § 38-1-105(6)(a), it being understood and agreed that the sum advanced as provided in paragraph 2 above shall be deemed to be in satisfaction of the requirements of C.R.S. § 38-1-105(6)(a) and (b), the same as if the court had entered an order pursuant to said statute.

6. If an eminent domain proceeding is filed, the valuation date for the purpose of said proceeding shall be the date upon which the funds, as provided for in paragraph 2 above, were advanced by the City to GPAC.

7. GPAC hereby states and verifies that there are no other parties interested in its leasehold interest in the property sought to be acquired by the City herein and does hereby agree to indemnify and hold the City harmless from any claim or claims which might be asserted by parties interested in said leasehold interest other than GPAC.

8. In the event the City, for any reason, does not build the project, the City agrees to still acquire the leasehold interest hereinabove described and to pay just compensation for the acquisition pursuant to the eminent domain laws of the State of Colorado.

9. This Agreement for Possession and Use shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, successors and assigns.

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



GPAC, INC., a Colorado corporation

By *Wm E. Fu*
President

ATTEST:

Felicia Muftic
FELICIA MUFTIC, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

By *Adrian Bene*
Mayor

RECOMMENDED AND APPROVED:

By: *[Signature]*
DEPUTY CITY CLERK

By *John S. Mrozek*
Manager of Public Works

APPROVED AS TO FORM:

STEPHEN H. KAPLAN, Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By *Wellington A. Webb*
Auditor by *Eugene M. Fu*

By *Robert M. Kelly*
Assistant City Attorney

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO
Civil Action No. 90 CV 9830, Courtroom No. 7

RULE AND DECREE IN CONDEMNATION

CITY AND COUNTY OF DENVER, a municipal corporation,

Petitioner,

v.

**GPAC, INC., a Colorado corporation; ALAN N. CHARNES, or his
successor in office, Manager of Revenue of the City and County of
Denver; and Any and All Unknown Persons Who Claim Any Interest in
the Subject Matter of This Action,**

Respondents.

THIS MATTER having come on to be heard on the Petition of the City and County of Denver, a municipal corporation, for the taking of a certain leasehold interest in certain property described in said Petition, and for the ascertainment of the compensation to be paid therefor and by reason thereof and the time now being at hand for the entry of a Rule and Decree, the Court,

DOTH FIND:

1. That the Petitioner is authorized by eminent domain proceedings to appropriate property for its local and municipal purposes and, in particular, is authorized to appropriate the property which is the subject matter of this action.
2. That the Court has jurisdiction of the parties herein and of the subject matter of this action.
3. That the parties have agreed on a disposition of this matter, and that this matter has been resolved without the necessity of a trial.
4. That the record owner of the property which is described in the Petition herein is the Petitioner City and County of Denver, a municipal corporation, it being owner by virtue of certain instruments recorded among the records of the Clerk and Recorder of the City and County of Denver and State of Colorado.
5. That the Respondent GPAC, Inc., a Colorado corporation, is the lessee of the property described in the Petition herein by reason of a Lease between the Petitioner and

MINUTE BOOK

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said Respondent dated April 14, 1978 and an Amendatory Agreement dated January 26, 1983, and that said Respondent has appeared herein.

6. That the Respondent Alan N. Charnes is the duly appointed, qualified and acting Manager of Revenue of the City and County of Denver and as such has appeared herein asserting a claim for any and all outstanding tax liens covering general taxes, Moffat Tunnel assessments and local public improvement district assessments, including interest on all outstanding taxes as the same have accrued on the property described in the Petition herein; that Petitioner has been in possession of said property since December 28, 1989, and that all taxes due on said property as of that date have been paid.

7. That other than the persons aforesaid no other person, firm or corporation has appeared herein or has any claim or claims to, any interest or interests in, or any lien or liens, encumbrance or encumbrances pertaining to the property which is described in the Petition herein.

8. That an accurate description of the leasehold interest taken with respect to certain property described in the Petition herein, which property is situate in the City and County of Denver and State of Colorado, is as follows:

The floor level of Area 4 and the mezzanine area immediately above the floor level of Area 4, plus temporary possession and use for construction and safety purposes during construction in the Galleria Floor Area immediately adjacent to Area 4, all as described in the Lease between GPAC, Inc., a Colorado corporation, and the City and County of Denver, a municipal corporation, dated April 14, 1978 and the Amendatory Agreement dated January 26, 1983, which property is owned by the City and leased to GPAC.

9. That the total compensation due the Respondents for the taking of the leasehold interest in certain property described in the Petition herein and hereinabove described including, but not necessarily limited to, the value of said leasehold interest, the damages to any residue or remainder of any property not taken and any and all interest, costs, disbursements, expenses and attorneys' fees is \$350,000.00, which compensation shall not be subject to adjustment as provided in Section 38-1-114, C.R.S.; all of the foregoing being pursuant to and in accordance with the stipulation as hereinafter set forth.

10. That pursuant to an Agreement for Possession and Use, the Petitioner has been in possession of the leasehold interest in the property described in the Petition and hereinabove described as of December 28, 1989, and has advanced to the Respondent, GPAC, Inc., a Colorado corporation, the sum of \$250,000.00 as a deposit for possession.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That upon the deposit by the Petitioner into the Registry of the Court of the further and additional sum of One Hundred Thousand Dollars (\$100,000.00), the Petitioner City and County of Denver, a municipal corporation, shall be and it hereby is adjudged to be the absolute holder and owner in unconditional fee simple absolute, free of any and all leasehold interests and all rights of reversion and reversionary interests including, but not limited to, possibility of reverter and right of entry for condition broken, in and to the property hereinabove described, together with all improvements being situate thereon, and it be and it hereby is authorized to take possession of and to hold the same for all purposes, free of all rights, titles, interest or interests, claims or equities of all Respondents to said property free and clear of all liens and claims.

2. That the sum of \$350,000.00 be and is hereby determined to be in full, total and complete payment for the taking of the leasehold interest in certain property hereinabove described including, but not necessarily limited to, the value of said leasehold interest, the damages to the residue or remainder of any property not taken and any and all interest, costs, disbursements, expenses and attorneys' fees which compensation shall not be subject to adjustment as provided in Section 38-1-114, C.R.S.

3. That upon receipt of the additional deposit of \$100,000.00, as aforesaid, the Clerk of this Court is hereby authorized, ordered and directed to forthwith disburse the entire sum of \$100,000.00 to the Respondent GPAC, Inc., a Colorado corporation, by releasing said sum directly to a representative of said Respondent's attorneys, Montgomery Little Young Campbell & McGrew, P.C., 5445 DTC Parkway, Suite 800, Englewood, Colorado 80111.

4. That a certified copy of this Rule and Decree in Condemnation be recorded and indexed in the Office of the Clerk and Recorder of the City and County of Denver and State of Colorado in like manner and with like effect as if it were a deed of conveyance from the owners and parties interested to the Petitioner herein.

DONE IN OPEN COURT this _____ day of _____, 1990.

BY THE COURT:

Nancy E. Rice 10/26/90
JUDGE

Janet A. Adams
Clerk of the District Court
Deputy Clerk

District Court
City & County of Denver, Colo.
Certified to be a full, true and correct
copy of the original in my custody.

NOV 08 1990

Court Seal
By _____
Deputy Clerk

MINUTE BOOK
007 5 1 1990

IT IS HEREBY STIPULATED BY AND AMONG
THE PARTIES HERETO THAT THE ABOVE
RULE AND DECREE IN CONDEMNATION MAY
BE ENTERED HEREIN:

PATRICIA L. WELLS - #10120
City Attorney

ROBERT M. KELLY - #3935
Assistant City Attorney

By: Robert M. Kelly
Robert M. Kelly
353 City and County Building
Denver, Colorado 80202

Attorneys for the Petitioner

MONTGOMERY LITTLE YOUNG
CAMPBELL & MCGREW, P.C.

By: Richard O. Campbell
Richard O. Campbell - #3257
David L. Kelbie - #17457
5445 DTC Parkway, Suite 800
Englewood, Colorado 80111

Attorneys for Respondent
GPAC, In., a Colorado
corporation

By: Herman J. Atencio
Herman J. Atencio - #3666
Assistant City Attorney
1445 Cleveland Place, Room 303
Denver, Colorado 80202

Attorney for Respondent
Manager of Revenue of the
City and County of Denver

DENVER DISTRICT CT
1437 BANNOCK
640-2491

WED 11-07-90 R1111

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CV 0.00
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CONDEM 50000.00
SUB TL 100000.00
TOTAL 100000.00

CHECK 50000.00
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RETURN TO:

ROBERT M. KELLY

CITY ATTORNEY'S OFFICE

ROOM 353, CITY AND COUNTY BUILDING

DENVER, COLO

December 2, 2015

**GALLERIA AT THE DENVER PERFORMING ARTS COMPLEX
LEASE STATISTICS**

TENANT	SQUARE FEET	LEASE DATE	END DATE	RENT/ SQ. FT.	VS % SALES	ESCAL DATE	RENT +	EXPENSES	TOTAL RENT	CURRENT RENT
Galleria Theatre* (1B-2)	7,243	01/01/02	12/31/17	\$18.00	6%	-----	\$12,100.00	\$ 1,883.18	\$ 13,983.18	\$ 12,100.00
				\$21.04	6%	01/01/16	\$12,700.00			
				\$22.03	6%	01/01/17	\$13,300.00			
Morning Cup* (1B-1), (1A-1,2)	3,775	01/01/13	12/31/20	\$25.43	10%	-----	\$8,500.00	\$ 981.50	\$ 9,481.50	\$ 8,500.00
				\$30.52	10%	01/01/16	\$9,600.00			
Epernay LLC* (1A-3,4,5,6)	4,317	07/12/11	12/31/21	\$20.00	6%	-----	\$7,228.00	\$ 1,122.42	\$ 8,350.42	\$ 7,228.00
				\$26.12	6%	01/01/16	\$9,400.00			
				\$27.80	6%	01/01/17	\$10,000.00			
The Limelight Lounge* (Space 2 A&B)	5,981	07/01/13	06/30/16	\$19.26	6%	07/01/15	\$9,602.00	\$ 1,036.71	\$ 10,638.71	\$ 9,602.00
Dandoos Fine Imports (Space 2C)	1,650	10/23/13	12/31/18	\$15.00	N/A	-----	\$2,062.50	\$ 429.00	\$ 2,491.50	\$ 2,062.50
				\$17.45	N/A	01/01/16	\$2,400.00			
				\$18.90	N/A	01/01/17	\$2,600.00			
				\$20.36	N/A	01/01/18	\$2,800.00			
City Parking Garage (3)	3,560	06/05/10	06/30/20	\$8.00	N/A	-----	\$2,373.00	\$ 450.93	\$ 2,823.93	\$ 2,373.00
				\$8.50	N/A		\$2,522.00			
Total Square Feet	26,526								Current Monthly Rent	\$ 41,865.50

* Rent may escalate each year with formula for % rent

Net operating income is 55% of leases \$23,026.03 per month for present leases

Exhibit 6

ESTOPPEL AND ATTORNMENT AGREEMENT

This Agreement is made this ___ day of _____, 20__, by and between _____, a _____, whose address is _____ (“Tenant”), and _____ a _____, whose address is _____ (“Landlord”), for the benefit of the City and County of Denver, a Colorado home rule municipality (“City”).

Recitals

Landlord is the owner and holder of a lease (the “Master Lease”) with the City to certain real property (the “Real Estate”) situated in the City and County of Denver, State of Colorado, and described in Exhibit A attached- hereto and by this reference made a part hereof.

Tenant is sublessee of certain premises located on the Real Estate (the “Subleased Premises”) pursuant to a sublease between the Tenant and the Landlord, dated _____ (the “Sublease”).

Landlord and the City have agreed that the City will acquire all of Landlord’s interest in the Master Lease and Real Estate, and terminate Landlord’s interest therein, but the City has agreed to accept and assume the Sublease pursuant to an Assignment of Lease (the “Assignment”).

The City and Landlord have required the execution and delivery of this Agreement as a condition of the conveyance and termination of Landlord’s interest in the Master Lease, and as a condition of the Assignment.

Accordingly, the parties hereby agree as follows:

1. Tenant Estoppel. Tenant hereby certifies, represents and warrants to the City as follows:
 - (a) A true and correct copy of the Sublease (together with all amendments currently in effect) is attached hereto as Exhibit B. The Sublease constitutes the entire understanding between Tenant and the Landlord and is currently in full force and effect and has not been amended or modified, except as contained in Exhibit B;
 - (b) No sublease agreement, pursuant to which any sublessee may now or hereafter have any right to possession or use of the Premises or any part thereof, presently exists;
 - (c) The Lease is for the term specified in the Sublease. The commencement date of the term of the Sublease, the date on which the Tenant commenced occupancy under the Sublease and the date of expiration of the term of the Sublease is in each instance accurately set forth in the Sublease;
 - (d) A security deposit in the amount of \$_____ has been delivered to Landlord as required under the Sublease;
 - (e) The Tenant commenced paying rent on the date set forth in the Lease, and rental and other amounts payable under the Sublease have been paid to the date hereof, and no

payment of rents or other charges due or to become due under the Sublease has been or will be made more than 30 days in advance of its due date;

(f) On and as of the date hereof, the Landlord is not in default under any of the terms of the Sublease, and Tenant has no claim of breach, counterclaim, lien, rent concession, credit, rebate or offset under the Sublease;

(g) The Tenant is solvent and free from bankruptcy and other reorganization proceedings and assignments for the benefit of creditors;

(h) The Tenant consents to assignment of the Landlord's rights under the Sublease to the City and agrees that the Tenant will pay rent and other sums due under the Sublease directly to the City upon receipt of notice from the City stating that the City and Landlord have closed;

(i) Tenant has no right to expand the Subleased Premises or to relocate to different space, or any right of first refusal to lease other space in the Real Estate.

2. Tenant to Attorn to City. Upon the execution and delivery of the Assignment, the Tenant agrees that Tenant shall be bound to the City under all of the terms, covenants and conditions of the Sublease for the balance of the term thereof remaining and any extension or renewals thereof which may be effected in accordance with any option therefor in the Sublease, with the same force and effect as if the City were originally the landlord under the Sublease, and the Tenant does hereby attorn to the City as its Landlord, such attornment to be automatically effective immediately upon the execution and delivery of the Assignment without the execution of any further instruments on the part of Tenant.

3. Notice of Payment. After notice is given to Tenant by City, pursuant to the Assignment, that the rentals under the Sublease should be paid to City, Tenant shall pay to City, or in accordance with the directions of City, all rentals and other monies due and to become due to the landlord under the Sublease, and Landlord hereby expressly authorizes Tenant to make such payments to City and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments.

4. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their successors' and assigns, including without limitation each and every holder of the Sublease or any other person having an interest therein and shall inure to the benefit of the City, and its successors and assigns.

5. Choice of Law. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Colorado.

6. Captions and Headings. The caption and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular.

7. Notices. Any notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places as any party hereto may designate in writing.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made and entered into this ___ day of _____, 20__, by and between **GPAC, Inc., a Colorado corporation** ("Assignor") and **The City and County of Denver, a municipal corporation of the State of Colorado** ("Assignee").

RECITALS

A. On _____, 20__ Assignor as Landlord entered into a Lease or Sublease ("Lease") with _____ ("Tenant") for the property described on _____ (the "Premises"), a copy of which is attached hereto as Exhibit A.

B. Assignor wants to assign its interest as Landlord under the Lease to Assignee and Assignee wants to assume the interest of Landlord under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest under the Lease. Assignor represents that it holds a security deposit of \$_____ from the Tenant, which amount will be transferred to Assignee upon full execution of this Assignment.

2. Assumption. Assignee hereby assumes all of the obligations of Assignor under the Lease from and after the date of this Assignment.

3. Indemnity/Release. Assignor agrees to indemnify and hold Assignee harmless with respect to all obligations, duties, costs and expenses, including reasonable attorneys' fees incurred under the Lease which arose prior to the date of this Assignment. Assignee agrees to release Assignor with respect to all obligations, duties, costs and expenses, including reasonable attorneys' fees incurred under the Lease which arise after the date of this Assignment.

4. Authority. Assignor and Assignee, each respectively, represent and warrant that it has full power and authority to execute and deliver this Assignment, and Assignor represents and warrants that there are no currently existing assignments of its interests under the Lease.

IN WITNESS WHEREOF, the parties have executed this Assignment the date and year first above written.

ASSIGNOR:

ASSIGNEE:

CITY AND COUNTY OF DENVER

By: _____
Its: Director of Real
Estate _____
—