

**FOURTH AMENDATORY LEASE AGREEMENT**

**THIS FOURTH AMENDATORY LEASE AGREEMENT** (“Amendment”) is made and entered into as of the Amendment Effective Date (defined below in this Amendment) by and between the **CITY AND COUNTY OF DENVER** (“City or “Lessee”), a municipal corporation and home rule city of the State of Colorado, and **WCI 2024 LL, LLC** (“Lessor”), a Delaware limited liability company registered and authorized to do business in Colorado, with an address of c/o Investcorp, 280 Park Avenue, 36W, New York, New York 10017, successor in interest to **BKM HAVANA 247, LLC**, a Delaware limited liability company, successor in interest to **KEW REALTY CORPORATION**, a Colorado corporation.

**RECITALS**

**A.** The Lessor is the owner of certain property located at 3700 North Havana Street, Denver, Colorado (“Property”).

**B.** The City entered into a Lease Agreement dated February 27, 2007, to lease from Lessor’s predecessor in interest a portion of the Property containing approximately 15,360 rentable square feet for use as a maintenance and storage facility by the Denver Sheriff’s Department, which Lease Agreement was amended by an Amendatory Lease Agreement dated May 24, 2012, by a Second Amendatory Lease Agreement dated September 9, 2015, and by a Third Amendatory Lease Agreement dated July 18, 2018 (“Third Amendment”, and together with the original Lease Agreement and all amendments thereto, the “Lease”). The term of the Lease was extended to March 31, 2028, by a letter from the City timely exercising its renewal option, which letter was confirmed in writing as being received and accepted by Lessor’s predecessor in interest on November 28, 2022.

**C.** The parties wish to further extend the term of the Lease, provide the City with an additional renewal option, and otherwise modify the Lease in accordance with the terms and conditions in this Amendment.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and obligations of the parties contained in the Lease, as amended herein, the parties agree as follows:

1. Extension of Term; Monthly Rent and Operating Expenses. Notwithstanding anything to the contrary in the Lease or the exercise of the City’s prior renewal option(s), the

parties agree (a) the term of the Lease is hereby extended to December 31, 2030, unless further extended or sooner terminated pursuant to the terms of the Lease, as amended herein; (b) the monthly rent and maximum Operating Expenses payable by the City to and including December 31, 2025 shall be as provided in the Third Amendment (as reflected in the following tables); and (c) the monthly rent and maximum Operating Expenses payable by the City from January 1, 2026 through December 31, 2030, shall be as provided in the following tables:

Monthly Rent:

| <u>Period</u>   | <u>Monthly Rent</u> | <u>Monthly Rent/RSF/Year</u> | <u>Total Monthly Rent for Period</u> |
|-----------------|---------------------|------------------------------|--------------------------------------|
| 4.1.24-3.31.25  | \$ 9,280.00         | \$ 7.25                      | \$111,360.00                         |
| 4.1.25-12.31.25 | \$ 9,600.00         | \$ 7.50                      | \$ 86,400.00                         |
| 1.1.26-12.31.26 | \$10,880.00         | \$ 8.50                      | \$130,560.00                         |
| 1.1.27-12.31.27 | \$11,520.00         | \$ 9.00                      | \$138,240.00                         |
| 1.1.28-12.31.28 | \$12,160.00         | \$ 9.50                      | \$145,920.00                         |
| 1.1.29-12.31.29 | \$12,800.00         | \$10.00                      | \$153,600.00                         |
| 1.1.30-12.31.30 | \$13,440.00         | \$10.50                      | \$161,280.00                         |

Maximum Operating Expenses:

| <u>Period</u>   | <u>Max Operating Expenses/RSF/Year</u> | <u>Max Operating Expenses/Month</u> | <u>Max Operating Expenses/Period</u> |
|-----------------|--|-------------------------------------|--------------------------------------|
| 4.1.24-3.31.25  | \$5.03                                 | \$ 6,440.06                         | \$ 77,280.77                         |
| 4.1.25-12.31.25 | \$5.48                                 | \$ 7,019.67                         | \$ 63,177.03                         |
| 1.1.26-12.31.26 | \$5.98                                 | \$ 7,651.44                         | \$ 91,817.28                         |
| 1.1.27-12.31.27 | \$6.52                                 | \$ 8,340.07                         | \$100,080.84                         |
| 1.1.28-12.31.28 | \$7.10                                 | \$ 9,090.68                         | \$109,088.12                         |
| 1.1.29-12.31.29 | \$7.74                                 | \$ 9,908.84                         | \$118,906.05                         |
| 1.1.30-12.31.30 | \$8.44                                 | \$10,800.63                         | \$129,607.59                         |

2. Renewal Option. The City shall have one option to renew the Lease for an additional five (5) year term (“Extension Term”) at then market rates pursuant and subject to the following terms and conditions. If the City desires to exercise such renewal option, the City shall provide Lessor with written notice thereof (“Renewal Notice”) at least one hundred eighty (180) days prior to the expiration date of the Lease, as extended above in this Amendment (i.e., such notice shall be provided no later than July 4, 2030). Within fifteen (15) days after its receipt of the Renewal Notice, Lessor shall provide the City with a written notice containing Lessor’s proposal regarding the then market monthly rent, maximum Operating Expenses, and other terms Lessor

reasonably and in good faith believes should be applicable to the Extension Term (“Lessor’s Proposal”). If the City reasonably and in good faith objects to any of the proposed terms contained in Lessor’s Proposal, then Lessor and the City shall have thirty (30) days from the date of City’s receipt of Lessor’s Proposal (“Negotiation Period”) to negotiate in good faith to agree upon the market rates and other terms that will be applicable to the Extension Term. If the City agrees with the Lessor’s Proposal, or if the City objects to the Lessor’s Proposal but the parties are thereafter able, prior to the expiration of the Negotiation Period, to agree upon the market rates and other terms applicable to the Extension Term, then the City shall draft an amendment to the Lease containing such terms and the parties shall cooperate, subject to the City receiving City Council and any other required approvals, to finalize and execute the lease amendment as soon as reasonably practicable. If the City object to the Lessor’s Proposal and the parties are unable, prior to the expiration of the Negotiation Period, to agree upon the market rates and other terms applicable to the Extension Term, then the Lease shall terminate on the expiration date of the Lease, as extended above, unless the Lease is sooner terminated pursuant to the terms of the Lease.

3. Maximum Contract Amount. In accordance with the monthly rent and maximum amount of Operating Expenses payable by the City during the Lease term, as modified above in this Amendment, the maximum contract amount in Section 4(c) of the Lease, and the maximum amount of monthly rent and Operating Expenses payable under the Lease, are hereby amended to be Three Million Five Hundred Sixty-Four Thousand Two Hundred Sixty-Six Dollars and Eighty-Five Cents (\$3,564,266.85).

4. Nondiscrimination. Section 21 of the Lease, entitled “No Discrimination in Employment,” is replaced in its entirety with the following:

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

5. Examination of Records and Audits. Section 25 of the Lease, entitled “Examination of Records,” is replaced in its entirety with the following:

25. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Lessor’s performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. The Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Lessor to make disclosures in violation of state or federal privacy laws. The Lessor shall at all times comply with D.R.M.C. 20-276.

6. Mortgages and Subordination. Section 38.a of the Lease, entitled “Subordination,” is replaced in its entirety with the following:

a. Subordination. This Lease is subject and subordinate to all ground or underlying leases and to any superior mortgage(s) which may now or hereafter affect such leases or the Property and to all renewals, modifications, consolidations, replacements and extensions thereof (collectively, “Mortgage(s)"); provided, however, in order for this Lease to be subordinate to any Mortgage(s) granted after the date of this Lease, the City, the Lessor, and the holder of the subject Mortgage(s) (each, a “Mortgagee”) shall negotiate in good faith and agree upon, execute, and record a customary and reasonable subordination, non-disturbance, and attornment agreement (“SNDA”) which shall state, among other things, that in the event the Mortgagee becomes the owner of the Property and/or the Leased Premises, whether through foreclosure or otherwise, the Mortgagee

shall not disturb the City's rights to the occupancy, use, and quiet enjoyment of the Leased Premises in accordance with the terms of this Lease provided no uncured default by the City exists under this Lease and further provided the City attorns to the Mortgagee in accordance with the provisions of the SNDA.

7. Compliance with Denver Wage Laws. A new Section 42 to the Lease, entitled "Compliance with Denver Wage Laws," shall be and hereby is added to the Lease, as follows:

42. **COMPLIANCE WITH DENVER WAGE LAWS:** Lessor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. Sections 20-82 through 20-84 and 58-1 through 58-26, including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, Lessor expressly acknowledges that Lessor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Lessor, or any other individual or entity acting subject to this Lease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

8. No Brokers. Each party represents and warrants to the other party that it has not dealt with any broker or agent in connection with the negotiation or execution of the Lease or this Amendment.

9. Amendment Effective Date. The effective date of this Amendment ("Amendment Effective Date") shall be the date City delivers a fully executed copy of this Amendment to Lessor.

10. Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

11. Ratification. Except as herein amended, the Lease is revived, affirmed, and ratified in each and every particular.

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**Signature pages follow**

[City's computer-generated signature page will go here]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals, if any, at Denver, Colorado, as of the Amendment Effective Date.

**Lessor:**      **WCI 2024 LL, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed by:  
*Jennifer Veridiano*  
72D2BE9D50B14A1...  
Jennifer Veridiano  
Associate Director, Asset Management



**Contract Control Number:**  
**Contractor Name:**

FINAN-202578049-00  
WCI 2024 VENTURE LLC dba WCI 2024 LL, LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202578049-00  
WCI 2024 VENTURE LLC dba WCI 2024 LL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)