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AFTER RECORDATION PLEASE RETURN TO:

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**FACILITIES LEASE NO. 2024B  
(EAST HAMPDEN CAMPUS FACILITIES)**

**DATED APRIL 1, 2024**

**BETWEEN**

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

**AND**

**DENVER PUBLIC FACILITIES LEASING TRUST 2024B (EAST HAMPDEN)  
AS LESSEE**

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**THIS FACILITIES LEASE NO. 2024B (EAST HAMPDEN CAMPUS FACILITIES)** dated April 1, 2024 (this “2024B Facilities Lease”), is entered into between the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), as lessor, and the **DENVER PUBLIC FACILITIES LEASING TRUST 2024B (EAST HAMPDEN)** (the “2024B Trust”), as lessee.

## **PREFACE**

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement No. 2024B (East Hampden Campus Facilities) dated the date hereof (the “2024B Lease”) between the 2024B Trust, as lessor, and the City, as lessee.

## **RECITALS**

A. The City is authorized, pursuant to Article XX of the State Constitution and the Charter and its plenary grant of powers as a home rule city, to enter into lease purchase agreements in order to lease and acquire land, buildings, equipment and other property for governmental purposes and to purchase, receive, hold and enjoy or sell and dispose of, as lessor or as lessee, real and personal property.

B. The City Council (the “Council”) has determined that it is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City (a) enter into a Purchase and Sale Agreement to purchase certain land (the “Land”) and certain improvements located at 7525 E Hampden Ave, Denver, Colorado (the “East Hampden Campus Facilities”), as described on Exhibit A hereto; (b) enter into the 2024B Facilities Lease with the 2024B Trust and lease thereunder the East Hampden Campus Facilities and Land (collectively, the “2024B Facilities Leased Property”) to the 2024B Trust; and (c) enter into the 2024B Lease to lease the 2024B Facilities Leased Property from the 2024B Trust for use by the City, as lessee thereunder, for its governmental and proprietary purposes. Pursuant to a Declaration and Indenture of Trust (Denver Public Facilities Leasing Trust 2024B (East Hampden)) dated the date hereof (the “2024B Indenture”), entered into by Zions Bancorporation, National Association, Denver, Colorado, as trustee (the “Trustee”), the 2024B Trust is created and there will be executed and delivered Certificates of Participation, Series 2024B, in the aggregate principal amount of \$[23,000,000] (the “2024B Certificates”), evidencing an assignment of interests in payments to be made by the City as lessee under the 2024B Lease. Pursuant to the 2024B Lease, the proceeds from the execution and delivery of the 2024B Certificates, except for the proceeds used to provide for the payment of the costs of execution and delivery of the 2024B Certificates, are to be paid by the 2024B Trust to the City in consideration for, and as the advance payment of all of the rentals due under, this 2024B Facilities Lease.

C. Pursuant to this 2024B Facilities Lease, the 2024B Facilities Leased Property is to be leased by the City, as lessor, to the 2024B Trust, as lessee, and pursuant to the 2024B Lease, the 2024B Facilities Leased Property thereunder is to be leased by the 2024B Trust, as lessor, to the City, as lessee, subject only to Permitted Encumbrances.

D. The execution, performance and delivery of this 2024B Facilities Lease, the 2024B Lease and other related documents have been authorized, approved and directed by the City by ordinance enacted by the City Council.

E. The City proposes to enter into this 2024B Facilities Lease with the 2024B Trust as a material consideration for the 2024B Trust's agreement to lease the 2024B Facilities Leased Property to the City pursuant to the 2024B Lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. Lease; Term; Environmental Covenant.** The Council has determined that it is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City hereby leases to the 2024B Trust and the 2024B Trust hereby leases from the City, on the terms and conditions set forth herein, the 2024B Facilities Leased Property as described on Exhibit A, subject to the Permitted Encumbrances described on Exhibit B hereto.

The term of this 2024B Facilities Lease shall commence on the date hereof and shall end on December 1, 2043 (the "2024B Facilities Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If prior to the 2024B Facilities Lease Termination Date, all of the 2024B Facilities Leased Property has been released by the 2024B Trust to the City pursuant to the 2024B Lease as a result of the City's payment of (a) the Purchase Option Price or (b) all Base Rentals and Additional Rentals as provided in Section 12.2 of the 2024B Lease, then the term of this 2024B Facilities Lease shall end immediately thereafter.

Except for materials that are pre-existing on the 2024B Facilities Leased Property, including the Land, and for customary materials necessary for operating, cleaning and maintaining the 2024B Facilities Leased Property, the 2024B Trust shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the 2024B Facilities Leased Property without prior written notice to the Trustee, and all Hazardous Substances, including customary materials necessary for operating, cleaning and maintaining the 2024B Facilities Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the 2024B Facilities Leased Property. If the presence of a Hazardous Substance on the 2024B Facilities Leased Property caused or permitted by the City results in contamination of the 2024B Facilities Leased Property, or if contamination of the 2024B Facilities Leased Property by Hazardous Substance otherwise occurs for which the City is legally liable for damage resulting therefrom, then the City shall defend (to the extent that an Appropriation for the necessary moneys has been effected by the City) the Trustee and the 2024B Trust from claims for damages, penalties, fines, costs, liabilities or losses. This duty to defend is not an indemnification, it is expressly understood that the City is not indemnifying the Trustee or the 2024B Trust and expenses of such defense shall constitute Additional Rentals. Without limiting the foregoing, if the presence of any Hazardous Substance on the 2024B Facilities Leased Property caused or permitted by the City results in any contamination of the 2024B Facilities Leased Property, the City shall provide prior written notice to the Trustee and promptly take all actions at its sole expense (which expenses shall constitute

Additional Rentals) as are necessary to effect remediation of the contamination in accordance with legal requirements.

**Section 2. Rental.** The City acknowledges receipt from the 2024B Trust, as and for all rentals hereunder, paid in advance and in full, the sum of \$[23,000,000], which sum constitutes consideration for (a) the leasehold interest in the 2024B Facilities Leased Property granted to the 2024B Trust pursuant to this 2024B Facilities Lease and (b) the execution and delivery of the 2024B Lease. The City hereby determines that such amount is reasonable consideration for the leasing of the 2024B Facilities Leased Property to the 2024B Trust pursuant to this 2024B Facilities Lease for the term of this 2024B Facilities Lease.

**Section 3. Purpose.** So long as no Event of Lease Default or Event of Nonappropriation has occurred, the 2024B Trust shall use the 2024B Facilities Leased Property solely for the purpose of leasing the 2024B Facilities Leased Property to the City pursuant to the 2024B Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Lease Default and a termination of the 2024B Lease, the City shall vacate the 2024B Facilities Leased Property as provided in the 2024B Lease and the Trustee, on behalf of the 2024B Trust, may exercise the remedies provided in this 2024B Facilities Lease and the 2024B Lease.

**Section 4. Owner in Fee.** The City covenants that (a) it is the owner in fee of the Land, subject only to the Permitted Encumbrances described on Exhibit B hereto and is the owner of the East Hampden Campus Facilities and (b) the Permitted Encumbrances do not interfere in any material way with the 2024B Facilities Leased Property.

**Section 5. Sales, Assignments and Subleases.** Unless an Event of Nonappropriation or an Event of Lease Default shall have occurred and except as may otherwise be provided in the 2024B Lease, the Trustee, on behalf of the 2024B Trust, may not sell or assign the rights and interests of the 2024B Trust under this 2024B Facilities Lease or sublet the 2024B Facilities Leased Property without the written consent of the Manager of Finance.

In the event that (a) the 2024B Lease is terminated for any reason and (b) this 2024B Facilities Lease is not terminated, the Trustee, on behalf of the 2024B Trust, may sublease the 2024B Facilities Leased Property or any portion thereof, or sell or assign the 2024B Trust's leasehold interests created by this 2024B Facilities Lease, pursuant to the terms of the 2024B Lease and any purchaser from or sublessee or assignee of the 2024B Trust may sell or assign its interests in the 2024B Facilities Leased Property, subject to the terms of this 2024B Facilities Lease and the 2024B Lease. The City and the 2024B Trust (or any purchaser from or assignee or lessee of the 2024B Trust) agree that, except as permitted by this 2024B Facilities Lease and the 2024B Lease and except for Permitted Encumbrances (including purchase options under the 2024B Lease), neither the City, the 2024B Trust nor any purchaser from or lessee or assignee of the 2024B Trust will sell, mortgage or encumber the 2024B Facilities Leased Property or any portion thereof during the term of this 2024B Facilities Lease.

In the event that the 2024B Lease is terminated and this 2024B Facilities Lease remains in effect, and the Trustee exercises its remedies pursuant to the 2024B Indenture, then the term of this 2024B Facilities Lease shall end when the remaining outstanding principal amount of the

2024B Certificates, plus accrued interest thereon, have been paid in full or provision has been made for such payment, provided that in the event that the payment of such 2024B Certificates has been made from a sale or assignment of the Trustee's leasehold interest in the 2024B Facilities Leased Property, then this 2024B Facilities Lease shall remain in effect in accordance with the terms and provisions of any such sublease or assignment. Notwithstanding the foregoing or any provision to the contrary contained herein or in the 2024B Indenture, the term of any sublease of the 2024B Facilities Leased Property or any portion thereof, or any assignment of the Trustee's interest in this 2024B Facilities Lease, pursuant to Section 9 hereof, the 2024B Lease and the 2024B Indenture, shall not extend beyond the 2024B Facilities Lease Termination Date.

**Section 6. Right of Entry.** The City reserves the right, so long as no Event of Nonappropriation or Event of Lease Default shall have occurred, for any of its duly authorized representatives to enter upon the Land and the 2024B Facilities Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

**Section 7. Termination.** The 2024B Trust agrees, upon the termination of this 2024B Facilities Lease, to quit and surrender the 2024B Facilities Leased Property and agrees that any permanent improvements and structures existing upon the 2024B Facilities Leased Property at the time of the termination of this 2024B Facilities Lease shall remain thereon and title thereto shall vest in the City.

**Section 8. Default.** In the event the 2024B Trust shall be in default in the performance of any obligation on its part to be performed under the terms of this 2024B Facilities Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the City may exercise any and all remedies granted by law, except that (a) no merger of this 2024B Facilities Lease and of the 2024B Lease shall be deemed to occur as a result thereof and (b) the Base Rentals due under the 2024B Lease shall continue to be paid to the 2024B Trust, except as otherwise provided in the 2024B Lease. In addition, so long as the 2024B Certificates are outstanding under the 2024B Indenture, this 2024B Facilities Lease shall not be terminated.

**Section 9. Quiet Enjoyment and Acknowledgment of Ownership.** The 2024B Trust at all times during the term of this 2024B Facilities Lease shall peaceably and quietly have, hold and enjoy the 2024B Facilities Leased Property subject to the provisions of the 2024B Lease, and the City hereby acknowledges that the 2024B Trust shall have a leasehold interest in the 2024B Facilities Leased Property and all additional improvements or additions to be made to the 2024B Facilities Leased Property subject to this 2024B Facilities Lease and the 2024B Lease.

**Section 10. Waiver of Personal Liability of the 2024B Trust and the Trustee.** All liabilities under this 2024B Facilities Lease on the part of the 2024B Trust and the Trustee are solely liabilities of the 2024B Trust and the Trustee, and the City hereby releases each and every member, director, employee and officer of the 2024B Trust and the Trustee of and from any personal or individual liability under this 2024B Facilities Lease. No member, director, employee or officer of the 2024B Trust and the Trustee shall at any time or under any circumstances be individually or personally liable under this 2024B Facilities Lease for anything done or omitted to be done by the 2024B Trust and the Trustee hereunder.

**Section 11. Taxes; Maintenance; Insurance.** During the Lease Term of the 2024B Lease and in accordance with the provisions of the 2024B Lease, the City covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the 2024B Facilities Leased Property and all maintenance costs and utility charges in connection with the 2024B Facilities Leased Property. In the event that (a) the 2024B Lease is terminated for any reason, (b) this 2024B Facilities Lease is not terminated and (c) the Trustee, on behalf of the 2024B Trust, subleases all or any portion of the 2024B Facilities Leased Property or sells or assigns its leasehold interest created by this 2024B Facilities Lease, the Trustee, on behalf of the 2024B Trust, shall pay or cause to be paid when due, solely from the proceeds of such sale, subleasing or assignment, all taxes and assessments imposed thereon and maintain the 2024B Facilities Leased Property in good condition and in good working order, unless such taxes and assessments are paid directly by the purchaser, sublessee or assignee of the 2024B Facilities Leased Property.

The provisions of the 2024B Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the 2024B Lease. In the event that (a) the 2024B Lease is terminated for any reason, (b) this 2024B Facilities Lease is not terminated and (c) the Trustee subleases all or any portion of the 2024B Facilities Leased Property or sells or assigns its leasehold interest in this 2024B Facilities Lease, the Trustee, on behalf of the 2024B Trust, or any sublessee, purchaser or assignee of the 2024B Facilities Leased Property shall obtain and keep in force, (1) commercial general liability insurance against claims for personal injury, death or damage to property of others occurring on or in the 2024B Facilities Leased Property in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate, and (2) property insurance in an amount not less than the full replacement value of the 2024B Facilities Leased Property. Any such insurance that is to be obtained by the Trustee, on behalf of the 2024B Trust, shall be paid for solely from the proceeds of such subleasing, sale or assignment or from moneys furnished to the Trustee under the 2024B Indenture. All such insurance shall name the 2024B Trust, the Trustee, any sublessee, purchaser or assignee and the City as insured. The 2024B Trust, the Trustee and the City shall waive any rights of subrogation with respect to the 2024B Trust, the Trustee and the City and any sublessee or assignee of the 2024B Trust, and their members, directors, officers, agents and employees, while acting within the scope of their employment, and each such insurance policy shall contain such a waiver of subrogation by the issuer of such policy.

**Section 12. Damage, Destruction or Condemnation.** The provisions of the 2024B Lease shall govern with respect to any damage, destruction or condemnation of the 2024B Facilities Leased Property during the Lease Term of the 2024B Lease. In the event that (a) the 2024B Lease is terminated for any reason and (b) this 2024B Facilities Lease is not terminated, and either (1) the 2024B Facilities Leased Property or any portion thereof is damaged or destroyed, in whole or in part, by fire or other casualty, or (2) title to or use of the 2024B Facilities Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the City, the 2024B Trust and the Trustee, or any sublessee, purchaser or assignee of the 2024B Facilities Leased Property from the 2024B Trust shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article 10 of the 2024B Lease.

**Section 13. Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this 2024B Facilities Lease shall to any extent be declared invalid, unenforceable,

void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this 2024B Facilities Lease shall be affected thereby, and each provision of this 2024B Facilities Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 14. No Merger.** The City, the 2024B Trust and the Trustee intend that the legal doctrine of merger shall have no application to this 2024B Facilities Lease and that neither the execution and delivery of the 2024B Lease by the Trustee, on behalf of the 2024B Trust, and the City nor the exercise of any remedies under this 2024B Facilities Lease or the 2024B Lease shall operate to terminate or extinguish this 2024B Facilities Lease or the 2024B Lease, except as specifically provided herein and therein.

**Section 15. Notices.** All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally, electronically or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the 2024B Lease, or to such other addresses as the respective parties may from time to time designate in writing.

**Section 16. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this 2024B Facilities Lease.

**Section 17. Execution.** This 2024B Facilities Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same 2024B Facilities Lease.

**Section 18. Amendments.** Except as otherwise provided herein, this 2024B Facilities Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this 2024B Facilities Lease is executed and in accordance with the 2024B Indenture.

**Section 19. Electronic Transactions.** The City and the 2024B Trust consent to the use of electronic signatures hereunder. This 2024B Facilities Lease and any other documents requiring a signature hereunder, may be signed electronically by the City and the 2024B Trust in the manner specified by the City. The City and the 2024B Trust agree not to deny the legal effect or enforceability of this 2024B Facilities Lease solely because it is in electronic form or because an electronic record was used in its formation. The City and the 2024B Trust agree not to object to the admissibility of this 2024B Facilities Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Section 20. Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this 2024B Facilities Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the City, as lessor, the 2024B Trust, as lessee, the Trustee, on behalf of the 2024B Trust, and their respective successors and assigns and



nothing contained in this 2024B Facilities Lease shall give or allow any such claim or right of action by any other or third person on this 2024B Facilities Lease, provided that the Trustee shall comply with the terms and provisions of the 2024B Indenture related to the enforcement of this 2024B Facilities Lease and the rights of action related to such enforcement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this 2024B Facilities Lease the day and year first above written.

**DENVER PUBLIC FACILITIES LEASING TRUST 2024B (EAST HAMPDEN), as Lessee**

By its Trustee:  
**ZIONS BANCORPORATION, NATIONAL ASSOCIATION**

\_\_\_\_\_  
By:  
Its: Vice President – Zions Bank Division

ATTEST:

**CITY AND COUNTY OF DENVER, COLORADO, as Lessor**

\_\_\_\_\_  
Paul D. López  
Clerk and Recorder  
Clerk of the City and County of Denver

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Kerry C. Tipper, Attorney for the City and County of Denver

\_\_\_\_\_  
Manager of Finance

By \_\_\_\_\_  
[\_\_\_\_\_] City Attorney

Auditor \_\_\_\_\_

[Signature Page to Facilities Lease No. 2024B]

**EXHIBIT A  
DESCRIPTION OF  
THE 2024B FACILITIES LEASED PROPERTY  
(EAST HAMPDEN CAMPUS FACILITIES)  
AND LEGAL DESCRIPTION**

**Description of East Hampden Campus Facilities:**

East Hampden Campus Facilities includes the property located at 7525 East Hampden Road, Denver, Colorado 80231, including a seven-story 149,149 square foot building, with situated on 3.37 acres of land, including 180 parking spaces, to be used as a new shelter facility.

**Legal Description of 2024B Leased Property:**

[Attached from Title]

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

Note: The Permitted Encumbrances identified in this Exhibit B are preliminary and subject to revision prior to the execution and delivery of the 2024B Lease.