

FIFTH AMENDMENT TO SUBLEASE AGREEMENT

THIS FIFTH AMENDMENT TO SUBLEASE AGREEMENT (this “**Fifth Amendment**”) is entered into effective as of the Effective Date set forth on Subtenant’s signature page (the “**Fifth Amendment Date**”), by and between DP MEDIA NETWORK LLC, a Delaware limited liability company (“**Sublandlord**”), and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**Subtenant**”).

RECITALS:

A. THE DENVER POST LLC, a Delaware limited liability company f/k/a The Denver Newspaper Agency LLP, a Delaware limited liability partnership (“**Original Sublandlord**”) and Subtenant entered into that certain Sublease Agreement with an Effective Date of April 15, 2016, as amended by First Amendment to Sublease Agreement dated May 30, 2017, as further amended by Second Amendment to Sublease Agreement with an Effective Date of March 20, 2018, as further amended by Third Amendment to Sublease Agreement with an Effective Date of February 27, 2019 and as further amended by Fourth Amendment to Sublease Agreement with an Effective Date of February 12, 2020 (as amended, the “**Sublease**”), relating to the subleasing of certain premises (the “**Current Premises**”) consisting of approximately 144,988 rentable square feet on the 1st, 7th, 8th, 9th and 11th floors of the building complex located at 101 West Colfax Avenue, Denver, Colorado 80202 (the “**Building**”), said Current Premises (i) consisting of the 1st Floor Premises (as defined in the Sublease), the 7th Floor Premises (as defined in the Sublease), the Expansion Premises (as defined in the First Amendment to the Sublease), the Second Expansion Premises (as defined in the Second Amendment to the Sublease), and the Third Expansion Premises (as defined in the Fourth Amendment to the Sublease), and (ii) being more particularly described in the Sublease;

B. The Sublease Term is (i) as to the 1st Floor Premises and the 7th Floor Premises, currently scheduled to expire on August 31, 2023, (ii) as to the Expansion Premises, currently scheduled to expire on February 28, 2025, (iii) as to the Second Expansion Premises, currently scheduled to expire on May 31, 2028, and (iv) as to the Third Expansion Premises, currently scheduled to expire on October 31, 2029; and

C. Sublandlord and Subtenant desire to (i) extend the Sublease Term for the 7th Floor Premises, (ii) establish the Base Rent for the 7th Floor Extension Term (as defined below), and (iii) provide other amendments of the Sublease, all subject and pursuant to the terms and conditions set forth below.

AGREEMENT:

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

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

2. Term.

2.1 The 7th Floor Extension Term. The Sublease Term for the 7th Floor Premises (the “**7th Floor Extension Term**”) is extended to February 28, 2025 (the “**7th Floor Extension Term Expiration Date**”), unless sooner terminated pursuant to the Sublease. From and after the

Effective Date, the Sublease is amended such that all references in the Sublease to the “Sublease Term” shall be deemed to include reference to the 7th Floor Extension Term.

2.2 Terms Are Not Coterminous; The 1st Floor Premises. Sublandlord and Subtenant acknowledge and agree that the Sublease Term for the Current Premises are not coterminous, and, instead, are currently scheduled to expire on different dates. On the 7th Floor Expiration Date, or on the earlier termination of the 7th Floor Term, Subtenant shall vacate and deliver to Sublandlord exclusive possession of the 7th Floor Premises pursuant to the same provisions and requirements of the Sublease as would apply to the surrender of the Current Premises upon the expiration or the earlier termination of the Sublease. If, however, the Sublease Term as to any other portion of the Current Premises expires or otherwise terminates prior to the expiration or earlier termination of the 7th Floor Extension Term, the Sublease shall continue in effect as to the 7th Floor Premises through the 7th Floor Extension Term, unless earlier terminated in accordance with the Sublease. Without limiting the foregoing, Sublandlord and Subtenant acknowledge and agree that (a) Sublease Term for the 1st Floor Premises (the “**1st Floor Term**”) is currently scheduled to expire on August 31, 2023 (the “**1st Floor Expiration Date**”), (b) this Fifth Amendment does not extend the Sublease Term for the 1st Floor Premises, and (c) on the 1st Floor Expiration Date, or on the earlier termination of the 1st Floor Term, Subtenant shall vacate and deliver to Sublandlord exclusive possession of the 1st Floor Premises pursuant to the same provisions and requirements of the Sublease as would apply to the surrender of the Current Premises upon the expiration or the earlier termination of the Sublease.

3. Rent and Other Terms.

3.1 Base Rent.

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

(b) *For the 7th Floor Premises.* Subtenant shall pay Base Rent for the 7th Floor Premises for the 7th Floor Extension Term as follows:

Months of the 7th Floor Extension Term	Annual Rate per Rentable Square Foot	Period Base Rent <i>(Total Base Rent due during applicable period)</i>	Monthly Installment of Base Rent
September 1, 2023 – August 31, 2024	\$30.50	\$1,107,119.50	\$92,259.96
September 1, 2024 – February 28, 2025	\$31.00	\$562,634.52	\$93,772.42

3.2 Operating Expenses.

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

(b) *For the 7th Floor Premises.* Beginning on September 1, 2023 and continuing throughout the 7th Floor Extension Term, Subtenant shall pay Sublandlord the

following amounts as Subtenant's stipulated share of Operating Expenses allocable to the 7th Floor Premises:

Period of the 7th Floor Extension Term	Annual Rate per Rentable Square Foot	Period Operating Expenses <i>(Total Operating Expenses due during applicable period)</i>	Monthly Installment of Operating Expenses
September 1, 2023 – December 31, 2023	\$3.66	\$44,284.80	\$11,071.20
January 1, 2024 – December 31, 2024	\$4.48	\$162,619.56	\$13,551.63
January 1, 2025 – February 28, 2025	\$5.34	\$32,306.12	\$16,153.06

3.3 Subtenant's Covenant to Pay Rent. Subtenant agrees to pay to Sublandlord at Sublandlord's Payment Address, or to such other persons, or at such other places designated by Sublandlord, without any prior demand therefor in immediately available funds and without any deduction or offset whatsoever, Base Rent, Operating Expenses, Additional Rent, and all other amounts due under the Sublease that are allocable to the 7th Floor Premises during the 7th Floor Extension Term (collectively, "**7th Floor Extension Rent**"). Any and all references in the Sublease to "Rent" are amended to include reference to 7th Floor Extension Rent.

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

5. General Provisions.

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

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

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

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

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

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

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

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

5.9 Subject to Appropriation; No Multiple Year Obligation; Maximum Sublease Amount. Notwithstanding anything to the contrary herein, it is understood and agreed that any payment obligation of the Subtenant herein, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Fifth Amendment, encumbered for the purpose of this Fifth Amendment and paid into the Treasury of the City and County of Denver. Sublandlord acknowledges that (i) Subtenant does not by this Fifth Amendment, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Fifth Amendment is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Subtenant. In addition to the foregoing, the maximum amount to be paid by Subtenant in accordance with this Fifth Amendment shall not exceed **ONE MILLION NINE HUNDRED EIGHT THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND FIFTY CENTS (\$1,908,964.50)** unless the Sublease is modified to increase said amount by a duly authorized and written amendment to the Sublease executed by the parties in the same manner as the Sublease. *Section 1.1(q)* of the Sublease is amended to provide that the aggregate maximum amount to be paid by Subtenant in accordance with the Sublease (as amended by this Fifth Amendment) shall not exceed **FORTY-THREE MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND SIXTEEN DOLLARS AND NINETY CENTS (\$43,475,016.90)** unless the Sublease is modified to increase said amount by a duly authorized and written amendment to the Sublease executed by the parties in the same manner as the Sublease.

5.10 Effectiveness Conditions.

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

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

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

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

It is expressly acknowledged and agreed that in no event shall the 7th Floor Extension Term be deemed to have occurred prior to the satisfaction of the Effectiveness Conditions.

(b) *Failure of Effectiveness Conditions.* If the Effectiveness Conditions have not been satisfied, or have not been deemed to be satisfied, on or before December 31, 2022 (the “**Contingency Deadline**”), then this Fifth Amendment (but not the Sublease) shall automatically terminate (without penalty) on the Contingency Deadline, in which event (i) this Fifth Amendment shall be of no further force or effect, and (ii) the Sublease shall continue in full force and effect.

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

5.11 Payment of City Minimum Wage. To extent required by Applicable Laws, Sublandlord shall comply with all requirements, conditions and City determinations regarding the City’s Minimum Wage Ordinance, Section 20-82 through 20-84 D.R.M.C. By executing this Fifth Amendment, Sublandlord expressly acknowledges that Sublandlord is aware of the requirements of the City’s Minimum Wage Ordinance.

[signature pages follow]

Contract Control Number: FINAN-202366679-05 | Alfresco 201952609-05 | 201626030-05
Contractor Name: DP Media Network 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:
201626030-05
Contractor Name:

FINAN-202366679-05 | Alfresco 201952609-05 |
DP Media Network LLC

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

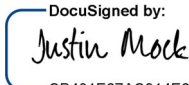
By: _____

Name: _____
(please print)

Title: _____
(please print)

SUBLANDLORD:

DP MEDIA NETWORK LLC,
a Delaware limited liability company

By:  _____
Name: Justin Mock
Title: CFO, VP of Finance

SUBLANDLORD'S SIGNATURE PAGE

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