LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Lease Agreement") is made and entered into as of the Effective Date (defined below), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City" or "Lessee"), and **DENCOM, LLC,** a Colorado limited liability company whose address is 820 S. Monaco Pkwy 102, Denver, CO 80224-3703 ("Owner" or "Lessor"), jointly the "parties" and individually a "party".

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain property located at 4600 E. 48th Avenue, Denver, CO 80216 ("Property"); and

WHEREAS, the Mayor of the City and County of Denver declared a state of local disaster emergency on March 12, 2020, pursuant to C.R.S. 24-33.5-701, et seq., due to the spread of COVID-19, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020, on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020, due to the COVID-19 crisis;

WHEREAS, the City is desirous of leasing the Property from Owner and Owner desires to lease the Property to the City on an expedited, emergency basis necessary to address the public health needs due to the COVID-19 pandemic on and subject to the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessor agree as follows:

1. **LEASED PREMISES**: Subject to the terms of this Lease, Lessor agrees to lease, demise, and let unto the City and the City does hereby lease from Lessor the Property, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein, consisting of a building containing 82,380 rentable square-feet ("Building") and surrounding land and parking lot located on the Property (the "Leased Premises"). The description contained on Exhibit A may be modified upon the written authorization of the Director of the Division of Real Estate ("Director") and Lessor, to correct minor, technical errors.

2. **TERM**: The term of this Lease shall commence on the Effective Date and shall terminate on the date that is ten (10) years thereafter ("Initial Term"), unless either extended or sooner terminated pursuant to the terms of this Lease. Upon execution of this Lease, the City and Lessor shall execute the Acknowledgment of Lease Commencement in the form attached hereto

as Exhibit B. On behalf of the City, the Director is authorized to sign the Acknowledgment of Lease Commencement.

3. **OPTION(S) TO EXTEND TERM:** Lessor hereby grants to the City two (2) options (the "Extension Option(s)") to extend the Initial Term for additional term(s) of five (5) years (the "Extension Term(s)"), on the same terms and conditions as set forth in the Lease, but at "Market Rent" determined as set forth below. Each Extension Option shall be exercised only by written notice to Lessor at least six (6) months before the expiration of the then current term (the "Renewal Notice"). The Base Rent (defined below) during the Extension(s) shall be adjusted to the then Market Rent, but in no event less than the then current term "Market Rent" shall mean the annual rent being charged for space comparable to the Leased Premises in Northeast area of Denver, taking into account location, parking, condition and improvements to the space and the fact that the City is not entitled to rent concessions or a tenant improvement allowance. In the event Lessee timely delivers its Renewal Notice as set forth above, Lessor and Lessee, shall have a period of sixty (60) days from the date of such Renewal Notice in which to agree on the Market Rent. If they agree within that period, they shall immediately execute an amendment to the Lease stating the Base Rent for the Option Term. If, after negotiating in good faith, Lessor and Lessee are unable to agree on the Market Rent within said sixty (60) day period, then an independent qualified commercial real estate broker selected by agreement of the parties shall prepare a determination of the Market Rent. If within ten (10) business days after being notified of the results of such determination, Lessor and/or Lessee elects to reject that determination, then each party shall name an additional independent commercial real estate broker within (10) days after such rejection. In the event the brokers so named together with the originally named broker are unable to agree on Market Rent then the determination shall be the amount agreed upon by the majority of said brokers and reported to the parties within ten (10) days thereafter. The costs and expenses of such broker determinations shall be divided equally between Lessor and Lessee. For purposes of this Section 3, "qualified commercial real estate broker" shall mean firms or individuals, each of whom shall have no less than ten (10) years experience in commercial real estate transactions.

4. **BASE RENT and OPERATING EXPENSES**:

a. The City shall pay to Lessor a base rent ("Base Rent") and the Improvement Maximum for the Leased Premises for the Initial Term of this Lease, payable to Lessor in monthly installments as follows:

Year	Base Rent/sf/yr	Monthly Base Rent	Annual Base Rent
1	$6.80	$46,682.00	$560,184,00
2	$7.00	$48,055.00	$576,660.00
3	$7.21	$49,496.65	$593,959.80
4	$7.43	$51,006.95	$612,083.40
5	$7.65	$52,517.25	$630,207.00
6	$7.88	$54,096.20	$649,154.40
7	$8.12	$55,743.80	$668,925.60
8	$8.36	$57,391.40	$688,696.80
9	$8.61	$59,107.65	$709,291.80
10	$8.87	$60,892.55	$733,371.60

In addition to the Base Rent, Lessee shall reimburse Lessor for performing the Lessee Improvements (as defined below) at maximum amount of $10,000,000.00 in accordance with the Work Letter, attached hereto as Exhibit C. The Lessee Improvement costs are based on an estimate of the cost of constructing the Lessee Improvements.

b. From the Effective Date, the City shall also pay the actual Operating Expenses (as hereinafter defined) to the Lessor up to the maximum amount as shown in below table. "Operating Expenses" shall be defined as all real estate taxes and assessments, including special assessments, imposed upon the Property (collectively, the "Operating Expenses"); provided, however, the parties expressly agree and acknowledge that the cost of a new roof, structural repairs, and property management fees, and all costs of Lessor's insurance as described in Section 21 below shall not be included as Operating Expenses passed through to the City. Operating Expenses shall be paid on a monthly basis based upon the estimated amount due to the Lessor. By the 1st day of March of each calendar year, the Lessor shall provide a reconciliation of the preceding calendar year of the actual Operating Expenses due the Lessor, including assessor's bills and paid receipts evidencing Lessor's tax assessment payments, and the estimated amounts paid monthly by the City, with any amounts owing the Lessor to be paid by the City (not to exceed the maximum amount shown in below table) and overages paid by the City to be credited or paid to the City within 60 days after the reconciliation is provided. Lessor's and City's obligations with respect to any underpayment of Operating Expenses shall survive the expiration or termination of this Lease. If the Lease is in effect less than a full year, the Operating Expenses shall be paid

proportionately for the portion of the year that is included in the Initial Term. The maximum amount of the Operating Expenses payable in any period shall be as follows:

Year	Maximum Operating Expenses/sf/yr	Monthly Maximum Operating Expenses	Annual Maximum Operating Expenses
1	$3.30	$22,654.50	$271,854.00
2	$3.47	$23,821.55	$285,858.60
3	$3.64	$24,988.60	$299,863.20
4	$3.82	$26,224.30	$314,691.60
5	$4.01	$27,528.65	$330,343.80
6	$4.21	$28,901.65	$346,819.80
7	$4.42	$30,343.30	$364,119.60
8	$4.64	$31,853.60	$382,243.20
9	$4.87	$33,432.55	$401,190.60
10	$5.11	$35,080.15	$420,961.80

c. Exclusive of any amounts due pursuant to the Extension Terms, the Purchase Option or maintenance and repair obligations set forth in Section 8 below, the maximum contract amount for this Lease for the Initial Term shall be Nineteen Million Eight Hundred Forty Thousand Four Hundred Eighty and 40/100 Dollars ($19,840,480.40) ("Maximum Contract Amount"), which includes the Base Rent, maximum amount of Operating Expenses (collectively referred to herein "Rent") and maximum estimated cost of Lessee Improvements of Ten Million Dollars ($10,000,000).

d. Each payment of Rent shall be made to Lessor at First American State Bank, Attn Account: Dencom, LLC, 8390 E. Crescent Pkwy, Suite 100, Greenwood Village, CO 80111, or to such other address as the Lessor may designate from time to time, and shall be due and payable in advance on the first day of each month. The City shall have no right to pay in advance any portion of the monthly installment(s) of Rent, provided, however, that in the event Lessor receives any portion of the monthly installment(s) of Rent, Lessor at its sole option may retain the same to be applied toward future Rent.

e. Any Rent or other amount due from City to Lessor under this Lease that is not paid when due shall be subject to any claimed interest, late charges, fees, taxes or penalties or any matters as allowed by the City's Revised Municipal Code.

5. **UTILITIES**: All connections for necessary utility services on the Property shall be made in the name of the City only, and the City shall be solely responsible for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

6. **USE**: The Leased Premises are to be used and occupied by Lessee for people experiencing homelessness who require accommodations during the COVID-19 pandemic and any other uses City deems necessary. The City shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver, including any applicable zoning laws. Lessor makes no representation or warranty regarding the Lessee's ability or right to use the Leased Premises for its intended use; provided, however, Lessor shall reasonably cooperate with City and execute such document(s) as may reasonably be required for City to obtain the requisite governmental permits, authorizations, consents or approvals for its intended uses.

7. **SIGNAGE**: The Lessor shall allow exterior signage at an agreed upon location at the Property. The fabrication, installation, and removal of such signage shall be the cost and responsibility of the City and comply with all relevant laws, codes and ordinances.

8. **CONDITION OF LEASED PREMISES**: Except for the Lessee Improvements (as defined below) and as specified in Section 9 below or as otherwise expressly provided in this Lease, the Leased Premises shall be accepted in an "as-is" condition by the City. The Lessor shall deliver all mechanical systems in good working order, including, plumbing, and electrical. The Lessor warrants that the structural components of the Building are in good working condition and Lessor shall, at its sole cost and expense, be responsible for any structural defects in the Building during the entire term of this Lease. Except for those specific items referenced in Section 14 below, which are the responsibility of Lessor, the Leased Premises and all non-structural parts thereof, including, without limitation, utility meters, plumbing, pipes and conduits, all heating, ventilating and air conditioning systems, all windows, restrooms, ceilings, interior walls, roof, skylights, interior and demising walls, doors, electrical and lighting equipment, parking areas, driveways, walkways, parking lots, loading dock areas and doors, fences, signs, additions and other property and/or fixtures located within and upon the Leased Premises shall at all times be maintained, repaired and replaced by Lessee, at Lessee's sole cost and expense, in compliance with all applicable laws, codes, ordinances and regulations including, but not limited to, the Denver

Building Code, as amended, and the Americans with Disabilities Act (ADA), concerning building accessibility for physically challenged citizens.

9. **LESSOR REPRESENTATIONS AND WARRANTIES**: Lessor represents and warrants to the City as of the Effective Date as follows:

(a) Lessor has full right and lawful authority to enter into this Lease, is lawfully seized of the Property and has good and valid fee simple title to the Property.

(b) To Lessor's actual knowledge, the Property is in material compliance with all laws, ordinances, orders, rules, regulations and other requirements of any governmental authority ("Applicable Laws") and all insurance requirements affecting the Property, and the current use and occupancy of the Property do not violate any Applicable Laws, permits, licenses, or certificates of occupancy affecting the Property. Lessor has not received notice of violation of any Applicable Laws other than as expressly disclosed herein.

(c) To Lessor's actual knowledge, there is no condemnation, expropriation or other proceeding in eminent domain, pending or threatened, affecting the Property or any portion thereof or interest therein.

(d) To Lessor's actual knowledge, there is no injunction, decree, order, writ or judgment outstanding, or any claim, litigation, administrative action or similar proceeding, pending or threatened, relating to the ownership, lease, use or occupancy of the Property or any portion thereof.

(e) Lessor has not received any notice of violation of any easement, covenant, condition, restriction or similar provision in any instrument of record.

(f) All taxes, assessments, fees or charges imposed on the Property or portion thereof by any governmental authority, association or other entity having jurisdiction over the Property that are due and payable have been paid.

10. **QUIET ENJOYMENT**: Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof. Provided that the City is in compliance with all terms and conditions of this Lease, Lessor shall warrant and defend the City in its enjoyment and peaceful possession of the Leased Premises during the term hereof.

11. **IMPROVEMENTS.** Lessor shall perform certain tenant improvements for the Leased Premises as described in the Work Letter on Exhibit C attached hereto ("Lessee

Improvements"). Except for the Lessee Improvements completed by the Lessor in accordance with the Work Letter attached hereto, the City shall make no further alterations in or improvements to the Leased Premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld. The City will pay or cause to be paid all costs and charges for: (i) work done by the City or caused to be done by the City, in or to the Leased Premises; and (ii) materials furnished for or in connection with such work. All alterations or improvements to the Leased Premises by the City shall be conducted in a lien-free manner in compliance with all applicable laws, codes, ordinances and regulations.

12. **ENTRY BY LESSOR:** The City shall, upon no less than 24 hours' notice by Lessor to the City, permit representatives (with or without invitees) of Lessor to enter into and upon the Leased Premises at all reasonable hours to inspect the same and make any repairs deemed necessary by Lessor or to show the Property to prospective buyers of the Property, and during the last twelve (12) months of the Lease only, to show the Property to prospective tenants upon no less than 24 hours notice, and the City shall not be entitled to any abatement or reduction of rent by reason thereof.

13. **CARE AND SURRENDER OF THE LEASED PREMISES**: At the expiration or early termination of this Lease, except for the Lessee Improvements, the City shall deliver the Leased Premises to Lessor in the same condition as the Leased Premises were in at the beginning of Initial Term, Lessee Improvements, ordinary wear and tear excepted, and Lessee shall remove all of Lessee's movable furniture and other effects. Except for the Lessee Improvements, all of the City's installations and fixturing made by City during the Lease shall be removed, and all damage caused by such removal repaired, at the City's sole expense at the end of the Lease term unless Lessor shall direct otherwise in writing to the City.

14. **SERVICES FURNISHED BY LESSOR**: Lessor shall furnish or cause to be furnished for the Leased Premises the repair of the foundations and structural components of the Building, except if such damage is caused by any act or omission of Lessee or Lessee's employees, agents, contractors, assigns, or invitees. For purposes of this Lease, the phrase "structural" and "structural components" as it relates to the Building shall mean the structural roof, membrane, and supporting structure of walls (excluding windows, window frames, doors, door frames, paint and facade, insulation, drywall, plumbing, electrical, heating, ventilation, air-conditioning) and

foundation (excluding floors) of the Building. Lessor shall use reasonable diligence in carrying out its obligations under this Section 14.

15. **INDEMNITY**: The Lessor shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers' Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever, where the injuries are caused by the gross negligence or misconduct of the Lessor, the Lessor's agents, employees, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of the Lessor, excluding Lessee or Lessee's invitees, or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease. Lessor need not, however, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Lessor under this Lease. The Lessor shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

16. **LOSS OR DAMAGE**: In the event the Leased Premises are damaged by fire or other insured casualty, and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust covering the Property, the damage shall be repaired by and at the expense of Lessor to the extent of such insurance proceeds available therefor, provided such repairs can, in Lessor's sole opinion, be completed within one hundred twenty (120) calendar days after the occurrence of such damage, without the payment of overtime or other premiums. Until such repairs are completed, the Rent shall be abated in proportion to the part of the Leased Premises which is unusable by Lessee in the conduct of its business; provided, however, if the damage is due to the fault or neglect of Lessee or its employees, agents, or invitees, there shall be no abatement of Rent. Lessor shall notify Lessee within thirty (30) calendar days of the date of occurrence of such damage as to whether or not Lessor shall have elected to make such

repairs. If Lessor elects not to make such repairs, then either party may, by written notice to the other, cancel this Lease as of the date of the occurrence of such damage. In the event that the Leased Premises is damaged such that more than thirty-three percent (33%) of the same is rendered untenantable, or if insurance proceeds are insufficient or unavailable to repair the damage, Lessor may, at its sole option, terminate this Lease by written notice to Lessee given not more than thirty (30) days after the occurrence of the damage. Lessee understands that Lessor will not carry insurance of any kind on Lessee's furniture and furnishings or on any fixtures or equipment removable by Lessee under the provisions of this Lease, and that Lessor shall not be required to repair any injury or damage caused by fire or other cause, or to make any repairs or replacements to or of improvements installed in the Leased Premises by or for Lessee. Unless the Lease shall be terminated, Lessee shall be required to restore all leasehold improvements, fixtures or personal property to their condition prior to the date of such damage, not later than thirty (30) days, or as soon thereafter as is reasonably possible, after the date by which Lessor has repaired damage to the Leased Premises, whether or not insurance proceeds are available to Lessee for such purpose.

17. **HAZARDOUS SUBSTANCES**:

a. City shall not cause or permit the storage, use, generation or disposition of any Hazardous Substances (as hereinafter defined) in the Leased Premises and shall conduct its business and operations on and from the Leased Premises in strict compliance and accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives now in force or which may hereafter be in force with respect to Hazardous Substances (collectively "Environmental Laws")

b. Lessor warrants and represents that Lessor has received no notice of Hazardous Substances on the Leased Premises in violation of Environmental Laws. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance", pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

18. **HOLDING OVER:** If, after the expiration of the term of this Lease, the City shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent, without

any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of the City's occupancy, and at a rent equivalent to 125% of the most recent monthly installment of rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessor in accordance with Colorado law.

19. **REMEDIES UPON BREACH**:

a. Notwithstanding anything in this Lease to the contrary, if Lessee is in arrears in the payment of any installment of Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Lessee Default") and the Lessee Default remains uncorrected for a period of thirty (30) days after Lessor has given written notice thereof pursuant to applicable law, then Lessor may, at Lessor's option, undertake any of the following remedies without limitation: (a) declare the then current term of the Lease ended; (b) terminate Lessee's right to possession of the Leased Premises and reenter and repossess the Leased Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Lessor is entitled; (d) pursue breach of contract remedies; and (e) pursue any and all available remedies in law or equity. Lessor's rights and remedies hereunder are cumulative and Lessor shall have all rights and remedies provided by law or equity. In the event possession is terminated by reason of a Default prior to expiration of the then current term, Lessee shall remain responsible for the Rent, subject to Lessor's duty to mitigate such damages.

b. In the event the City fails to perform or observe any non-monetary provision of this Lease concerning the Leased Premises and the City shall not cure the failure within thirty (30) business days after Lessor notifies City thereof in writing, it shall constitute a Lessee Default and Lessor shall have all remedies set forth in Section 19(a) above; provided, however, if the failure is of a nature that it cannot be cured within such 30-day period, the City shall not have committed a default if the City commences the curing of the failure within such 30-day period and thereafter diligently pursues the curing of same and completes the cure within ninety (90) days.

c. In the event of a breach of this Lease by the Owner, the City shall deliver written notice to Owner of such breach. Owner shall be given the right to cure any breach or deficiencies noted within thirty (30) business days of written notice from the City. If such cure is

effected within such thirty (30) day period, this Agreement will not be terminated. If the failure is of a nature that it cannot be cured within such 30-day period, the Lessor shall not have committed a default if the Lessor commences the curing of the failure within such 30-day period and thereafter diligently pursues the curing of same and completes the cure within ninety (90) days. If Owner fails to cure such breach before expiration of the cure period, it shall constitute a default of this Lease by Lessor ("Lessor Default") and the City may avail itself of all rights and remedies in equity and law, including but not limited to terminating this Lease upon ten (10) days written notice to Owner and the City will reimburse Owner the actual cost of any completed Lessee Improvements.

d. In the event any action is brought to enforce or interpret the provisions of this Lease, the prevailing party in any final judgment or award shall pay the other party reasonable attorneys' fees and court costs of the prevailing party.

20. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Lease, Lessor 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 identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

21. **LESSOR'S INSURANCE:**

a. **General Conditions:** Lessor agrees to secure, at or before the time of execution of this Lease, the following insurance, at Lessee's sole cost and expense. Lessor shall keep the required insurance coverage in force at all times during the term of the Lease, or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Lessor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return

receipt requested within three (3) business days of such notice by its insurer(s). The insurance coverages specified in this Lease are the minimum requirements and do not preclude Lessor from obtaining additional coverage reasonably acceptable to Lessor; however, these requirements do not lessen or limit the liability of the Lessor.

b. **Proof of Insurance:** The City requests that the City's contract number be referenced on the certificate of insurance. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Lessor certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Lessor's breach of this Lease or of any of the City's rights or remedies under this Lease.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Lessor shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all property damage coverages required under this Lease, Lessor's insurer shall waive subrogation rights against the City.

e. **Commercial General Liability:** Lessor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

f. **Real Property insurance:** Lessor shall maintain insurance on the Property in amounts reasonably acceptable to Lessor.

g. **Rental Loss insurance:** Lessor may maintain rental loss insurance in amounts reasonably acceptable to Lessor and its Lender.

22. **CITY INSURANCE**: The City has elected to self-insure against any and all risks related to this Lease. Upon request, the City will provide Lessor with a letter of self-insurance. The City's election to self-insure shall not affect or diminish the other insurance requirements, covenants and conditions set forth in this Lease to be observed by the City.

23. **ADEQUACY OF COVERAGE**. Lessor and its agents make no representation that the limits of liability specified to be carried by the City pursuant to this Lease are adequate to

protect the City. If City believes that any of such insurance coverage is inadequate, City shall obtain such additional insurance coverage as City deems adequate, at City's sole expense. Furthermore, in no way does the insurance required herein limit the liability of City assumed elsewhere in the Lease.

24. **VENUE, GOVERNING LAW**: This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

25. **ASSIGNMENT AND RIGHT TO SUBLEASE**: The City shall not assign or transfer its rights under this Lease to third parties or sublet the Leased Premises, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

27. **EXAMINATION OF RECORDS**: The Lessor shall maintain records of the documentation supporting the use of CRF Funds (as defined below) in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Lessor's use of CRF Funds pursuant to this Agreement. The Lessor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, 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 section 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.

28. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; provided, however, the Director shall have the authority to execute on behalf of the City any written instrument(s) executed by the parties hereto which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

28. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

29. **BINDING EFFECT**: This Lease, when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to restriction on assignment or sublease in accordance with Section 25 above. Time is of the essence hereof.

30. **THIRD PARTIES:** This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

31. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City:	Mayor's Office City and County Building 1437 Bannock Street, Room 350 Denver, CO 80202
With copies to:	Denver City Attorney Denver City Attorney's Office 1201 West Colfax Avenue, Dept. 1207 Denver, CO 80202
	Director of Real Estate 201 West Colfax Avenue, Dept. 1010 Denver, CO 80202

To Lessor:	Dencom, LLC c/o Novel Commercial 501 S. Cherry St, Suite 1100 Denver, CO 80246
With copies to:	ilya235@gmail.com bruce@kcommercial.com

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the party.

32. **NET NET NET (TRIPLE NET) LEASE:** Except as may be otherwise provided in this Lease (specifically including but not limited to Section 4), it is the intention of the Parties that the Lessor shall receive the Rent and all sums payable by the Lessee under this Lease free of all expenses, charges, damages, setoffs, abatements, deductions and other costs of any nature or description whatsoever and the Lessee covenants and agrees to pay all sums, which except for any provisions of this Lease (specifically including but not limited to Section 4), would have been chargeable against the Property and payable by Lessor. To the extent such costs and expenses payable by Lessee cannot be charged directly to, and paid, by Lessee, such costs and expenses shall be paid by Lessor but reimbursed by Lessee.

33. **FEDERAL FUNDS:** The Lessor acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) (the "CARES Act") and/or with funds provided by the FEMA. The parties acknowledge that all funding from the CARES Act (collectively, "CRF Funds") may only be used to cover those costs that:

a. Are necessary expenditures incurred due to the public health emergency with the respect to the Coronavirus Disease 2019 ("COVID-19");
b. Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and
c. Were incurred for the period that begins on March 1, 2020 and ends on December 30, 2020.

The Lessor shall utilize CRF Funds for any Agreement-related purposes, including for the purposes described in the Work Letter attached as **Exhibit C**. The Lessor acknowledges that, as a

condition to receiving the CRF Funds, it shall follow to the best of its ability the Federal Provisions attached hereto and incorporated herein as **Exhibit F**. All invoices submitted by the Lessor to the City pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Lessor shall segregate and identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses ("CRF Invoices"). The Lessor agrees and acknowledges that payment for Agreement-related spending using CRF Funds must be received by the Lessor no later than March 31, 2021. As such, the Lessor shall invoice the City for all work performed pursuant to this Agreement for which CRF Funds will be used no later than March 1, 2021 to enable sufficient time for the City to review, process, and pay such invoice by the deadlines prescribed in the CARES Act (the "Invoice Deadline Date"). Any invoice submitted by the Lessor after the Invoice Deadline Date may not be eligible to be paid by CRF Funds. Notwithstanding the foregoing, Lessee shall remain liable for full payment of all Rent and Lessee Improvements, except as otherwise herein provided. In **Exhibit F**, the terms "Contractor" or "contractor" shall mean the Lessor.

b. To ensure compliance and proper administration of the Federal Provisions, the City shall appoint a representative from its Department of Transportation and Infrastructure ("Compliance Officer") to review and approve the CRF Invoices in a timely manner. Lessor shall work in good faith with the Compliance Officer to provide CRF Invoices that comply with this Section 33, including the Federal Provisions, but in no event shall the City withhold or delay, past ten (10) days, any payment to Lessor after Lessor submits CRF Invoices to the City or hold Lessor liable for any CRF Funds paid to Lessor pursuant to City approved CRF Invoices which are later audited or deemed in violation of the CARES Act by the Federal government.

34. **TRANSFER BY LESSOR:** Lessor may freely transfer any interest of Lessor under or in connection with this Lease without Lessee's consent. In the event of any transfer(s) of any interest of Lessor under or in connection with this Lease, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer and the transferee alone shall be liable to the Lessee for any and all such obligations and liabilities.

35. **ESTOPPEL CERTIFICATE:** Within ten (10) business days following receipt of Lessor's written request, Lessee shall deliver, executed in recordable form, a declaration to any

person designated by Lessor certifying that: 1) this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); 2) all conditions under this Lease to be performed by Lessor have been satisfied (stating exceptions, if any); 3) no defenses, credits or offsets against the enforcement of this Lease by Lessor exist (or stating those claimed); 4) the sum of advance Rent, if any, paid by Lessee; 5) the date to which Rent has been paid; and, 6) such other information as Lessor reasonably requires; it being understood that persons or entities receiving such statements and certifications of Lessee shall be entitled to rely upon them.

36. **SUBORDINATION AND NON-DISTURBANCE:** This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Property is located, and to all renewals, modifications, replacements, consolidations and extensions of any of the foregoing. Lessee shall execute and deliver all documents, reasonably requested by any mortgagee, security holder or Lessor to affect such subordination; *provided, however*, the City's subordination to any future lien of any deed of trust or other method of financing or refinancing shall be conditioned on the receipt by the City of a commercially reasonable form of non-disturbance agreement, executed by such lender, providing for (i) the City's rights under this Lease shall not be disturbed nor shall this Lease be terminated or cancelled at any time, except in the event that Lessor shall have the right to terminate this Lease under the terms and provisions expressly set forth herein, and (ii) the City's Extension Option(s) and Purchase Option shall remain in force and effect.

37. **BROKERS:** The City and Lessor represent to each other that it has not had and it shall not have, any dealings with (and it has not engaged and it will not engage) any third party to whom the payment of any broker's fee, finder's fee, commission or similar compensation ("Commission") shall or may become due or payable in connection with the transactions contemplated hereby, other than McLin Commercial Brokerage, LLC (the "Broker"). Lessor shall pay any and all Commissions that may be due and payable to the Broker in connection with the transactions contemplated hereby pursuant to a separate agreement with the Broker.

38. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer,

agent or employee of the respective parties unless included herein are null and void and of no effect.

39. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Lease shall be deemed or taken to be a waiver of any other default or breach.

40. **RIGHT TO ALTER TIME FOR PERFORMANCE**. The parties may alter any time for performance set forth in this Lease by a letter signed by the Director of the Division of Real Estate and an authorized representative of Lessor.

41. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessor shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease. Lessee shall look solely to the equity in the Property for the satisfaction of any remedies of Lessee in the event of a breach by the Lessor of any of its obligations. Such exculpation of liability shall be absolute without any exception whatsoever.

42. **CONFLICT OF INTEREST BY CITY OFFICER**: Lessor represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

43. **APPROPRIATION**: The obligations of the City pursuant to this Lease or any renewal or holdover shall extend only to monies appropriated for the purpose of this Lease by the City Council, paid into the City Treasury, and encumbered for the purposes of this Lease. Lessor acknowledges that (i) City does not by this Lease irrevocably pledge present cash reserves for lease payments in future fiscal years; and (ii) this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

44. **AUTHORITY TO EXECUTE**: Lessor represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessor.

45. **PARAGRAPH HEADINGS**: The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

46. **PAYMENT OF CITY MINIMUM WAGE:** Lessor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this this Lease, Lessor expressly acknowledges that Lessor is aware of the requirements of the City's Minimum Wage Ordinance 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.

47. **PURCHASE OPTION:**

a. Purchase Option. Provided Lessee is not in default of the Lease, the City, as part of the consideration herein, is hereby granted the exclusive, option and privilege of purchasing the Property ("Purchase Option").

b. Exercise of Purchase Option. The City may exercise the Purchase Option at any time after the 30th month past Effective Date but prior to expiration of the 5th year of the Initial Term of this Lease by providing to Lessor six (6) months written notice prior to the closing date, setting the closing date ("Closing Date"). In the event the City exercises the Purchase Option, the City and Lessor/Seller shall enter into a purchase and sale agreement in the form attached hereto as Exhibit E. Failure of the City to provide written notice as stipulated herein, with the Closing Date after the 30th month past Effective Date but on or before the expiration of the 5th year of the Initial Term, of exercising its Purchase Option, shall be deemed a waiver of the City's Purchase Option. The Purchase Option shall only be exercised by strict compliance with the terms of this Section 47. The doctrine of "substantial performance" shall not apply, in any manner, to the exercise of the Purchase Option. In the event the City fails to close on the Closing Date, through no fault of Owner, the Purchase Option shall become null and void.

c. Purchase Price. The initial purchase price shall be Seven Million Four Hundred Thousand Dollars ($7,400,000.00) which shall increase every 6 months at the rate of 2%, as shown in the schedule below ("Purchase Price").

Purchase Price Schedule:

From Effective Date, if closing occurs in:	The Purchase Price shall be:
Month 31-36	$7,400,000
Month 37-42	$7,548,000
Month 43-48	$7,698,960
Month 49-54	$7,852,939
Month 55-60	$8,009,998

48. **EFFECTIVE DATE:** This Lease is expressly subject to, and shall not be or become effective or binding on the City until, approval by its City Council and full execution by all signatories set forth below. The effective date shall be the date the City delivers a fully executed electronic copy of this Lease via electronic mail (ilya235@gmail.com, with a copy to bruce@kcommercial.com) to Lessor.

49. **MEMORANDUM OF LEASE AND PURCHASE OPTION:** Upon execution of this Lease, Lessor and the City shall enter into a short form memorandum of this Lease, in form attached hereto as Exhibit G, in which reference to this Lease, and the Purchase Option contained herein, shall be made. The City shall pay the cost and expense of recording such memorandum of this Lease.

List of Exhibits
Exhibit A – Legal Description
Exhibit B – Acknowledgment of Lease Commencement
Exhibit C - Work Letter
Exhibit D – Lessor's Certificate of Insurance
Exhibit E – Form of Purchase and Sale Agreement
Exhibit F – Federal Provisions
Exhibit G – Memorandum of Lease and Purchase Option

[SIGNATURE PAGES FOLLOW]

Contract Control Number: FINAN-202055687-00
Contractor Name: DENCOM 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: FINAN-202055687-00
Contractor Name: DENCOM LLC

By: _____

Name: Ilya Klein
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Description of Leased Premises

Exhibit A

Description of Leased Premises

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 158.11 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 19 AND 602.33 FEET WEST OF THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 19, SAID POINT BEING ALSO ON THE SOUTH LINE OF FORTY-EIGHTH AVENUE; THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 602.33 FEET WESTERLY FROM THE SAID EAST LINE OF THE NORTHWEST ¼ OF SECTION 19, A DISTANCE OF 344.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE MAKING AN INTERIOR ANGLE OF 101 DEGREES 40 MINUTES WITH THE LAST PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 156.70 FEET TO A POINT; THENCE WESTERLY ALONG A STRAIGHT LINE MAKING AN INTERIOR ANGLE OF 168 DEGREES 45 MINUTES WITH THE LAST PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 75.01 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 459.28 FEET, THE LONG CHORD OF WHICH IS 386.11 FEET AND MAKES AN INTERIOR ANGLE 155 DEGREES 8 MINUTES 37 SECONDS WITH THE LAST PREVISOULY DESCRIBED COURSE, A DISTANCE OF 397.70 FEET TO A POINT; THENCE NORTHERLY ALONG A STRAIGHT LINE MAKING AN INTERIOR ANGLE OF 114 DEGREES 26 MINUTES 23 SECONDS WITH THE LONG CHORD OF THE CURVED LINE LAST DESCRIBED OF 212.70 FEET TO A POINT IN THE SAID SOUTH LINE OF FORTY-EIGHTH AVENUE; THENCE EASTERLY IN THE SAID SOUTH LINE OF FORTY-EIGHTH AVENUE A DISTANCE OF 580 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 158.11 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 19 AND 963.33 FEET WEST OF THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 19, SAID POINT BEING ALSO ON THE SOUTH LINE OF 48TH AVENUE; THENCE SOUTHERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 963.33 FEET WESTERLY FROM THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 19 A DISTANCE OF 355.51 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 106 DEGREES 20 MINUTES 10 SECONDS AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 459.28 FEET, A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 36 SECONDS, AN ARC DISTANCE OF 264.21 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 40 DEGREES 42 MINUTES 14 SECONDS A DISTANCE OF 212.70 FEET TO A POINT ON THE SAID SOUTH LINE OF SAID 48TH AVENUE; THENCE EASTERLY ON THE SAID SOUTH LINE OF 48TH AVENUE A DISTANCE OF 219.00 FEET TO THE POINT OF BEGINNING.

Exhibit B

ACKNOWLEDGEMENT OF LEASE COMMENCEMENT

The undersigned parties acknowledge that the following described Lease is in full force and effect and that Lessee has taken possession of the Leased Premises.

Date of Lease: _____

Lessor: DENCOM, LLC, a Colorado limited liability company

Lessee: City and County of Denver, a municipal corporation of the State of Colorado

Leased Premises: The Property located at 4600 E. 48th Avenue, Denver, CO 80216

The undersigned parties acknowledge that the commencement date and the expiration date of the Initial Term as defined in Section 2 of the above referenced Lease Agreement is as follows:

Commencement Date:_____

Expiration Date: _____

The undersigned parties further acknowledge that the above referenced Lease has not been amended or modified and all terms and provisions remain in full force and effect.

Lessor: **DENCOM, LLC,** a Colorado limited liability company

By: _____
Name: _____
Its: _____
Date:_____

Lessee: **City and County of Denver,** a municipal corporation of the State of Colorado

By:_____
Name: Jeffrey J. Steinberg
Its: Director of Real Estate
Date: _____

Exhibit C
Work Letter

This Work Letter supplements and is hereby incorporated in that certain lease (hereinafter referred to as the "Lease") dated and executed concurrently herewith by and between **DENCOM, LLC, a Colorado limited liability company** ("Lessor") and **CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado** ("City" or "Lessee") with the terms defined in the Lease to have the same definition where used herein.

(a) Lessee Improvements. Lessor, at Lessee's sole cost and expense, shall furnish or complete those improvements (the "Lessee Improvements") specified in the Improvement Documents (as generally described below).

(b) Improvement Documents. A design-build contractor as selected by Lessor ("Lessor's Contractor") shall prepare the plans, drawings and specifications (the "Improvement Documents") for the completion by Lessor of Lessee Improvements to be installed in the Leased Premises pursuant to this Work Letter. The Improvement Documents shall include the complete and final layout, plans and specifications for the Lessee Improvements which may include but not be limited to: (i) restrooms and showers (up to 50 of each), (ii) laundry, both commercial and personal (iii) grease trap and exhaust vent for future commercial grade kitchen, (iv) pony walls for individual bed units, (v) certain roof improvements with new HVAC units; (vi) windows, (vii) upgraded water and sewer taps and infrastructure; and (viii) as necessary, new curb(s), sidewalk(s) and gutter(s) to meet City and County of Denver ADA requirements; provided, however, it is expressly understood by the parties that except for the ballast portion of the roof (approximately one-fourth of the entire roof located on the north side of the Building), which shall be replaced as part of Lessee Improvements, the Lessor shall correct any other existing roof deficiencies not as a result of any wiring, plumbing, mechanicals, piping, air distribution, or other items on the roof, at Lessor's sole cost and such work shall not be a part of Lessee Improvements paid by Lessee. The improvements shown in the Improvement Documents shall (i) utilize the City's building standard materials and methods of construction, (ii) be compatible with the shell and core improvements and the design, construction and equipment of the Leased Premises, and (iii) comply with all applicable laws, rules, regulations, codes and ordinances. Within three (3) calendar days of its receipt of the Improvement Documents, the City shall either approve or request changes to the Improvement Documents. If the City requests changes, the Lessor's Contractor shall revise the Improvement Documents accordingly and re-submit the Improvement Documents for City's approval. The foregoing process shall apply until the City provides its final approval of the

Improvement Documents. The City's review and approval of the Improvements Documents will in no way relieve the Lessor or Lessor's Contractor from their liabilities under this Agreement and will be given with the understanding that the City makes no representation or warranty as to the validity, accuracy, legal compliance or completeness of the Improvement Documents and that any reliance by the Lessor or Lessor's Contractor on the Improvement Documents is at the risk of the Lessor and Lessor's Contractor.

(c) Budget. As soon as practicable following City's approval of the Improvement Documents, Lessor shall obtain a written non-binding itemized estimate of the costs of all Lessee Improvements shown in the Improvement Documents as prepared by Lessor's Contractor ("Contractor's Estimate"). Within five (5) business days after receipt of Contractor's Estimate, Lessee shall either (A) give its written approval thereof and authorization to proceed with completion of the Lessee Improvements, in which case such cost estimate shall constitute the final, approved budget ("Budget") or (B) immediately request the Lessor's Contractor to modify or revise the Improvement Documents in any manner desired by Lessee to decrease the cost of the Lessee Improvements. Notwithstanding the preceding, in the event that the Contractor's Estimate exceeds Nine Million Dollars and no/100 ($9,000,000.00), the latter (B) shall apply. If the Improvement Documents are revised, then Lessor shall request that Lessor's Contractor provide a revised cost estimate to Lessee based upon the revisions to the Improvement Documents. The foregoing process shall apply until Lessee provides its final approval of the Budget. Lessee's final approval of the Improvement Documents and Budget shall constitute authorization to Lessor to commence the completion of the Lessee Improvements in accordance with the Improvement Documents, as modified or revised by the City.

(d) Coordination and Liaison. The City appoints from Community Planning and Development, Scott Prisco, Engineer and Architect Director, as its authorized representative ("City Representative") under this Work Letter and, as such, such appointee shall be vested with the authority to act on behalf of the Lessee in performing the City's obligations under this Work Letter. Any requisite submittals to the City, including but not limited to the Improvement Documents, shall be submitted to City's online portal and directly to City Representative via electronic mail (Scott.Prisco@denvergov.org). The City may change its authorized representative at any time by providing written notice to Lessor of such change. Bruce Phipps of KCommercial, is Lessor's authorized representative under this Work Letter and, as such, is responsible for overseeing the satisfactory completion of the Lessee Improvements, in accordance with the terms and conditions of this Work Letter and Improvement Documents, make disbursements required to be made to the contractor(s). Lessor may change its authorized representative at any time by providing written notice to the City of such change.

(e) Completion of Lessee Improvements. Lessor shall commence completion of the Lessee Improvements within ten (10) business days following the later of (i) Lessee's approval of the Improvement Documents, or (ii) Lessor's receipt of the necessary building permits or other required governmental approvals prerequisite to commencement of completion of such Lessee Improvements ("Improvement Commencement Date"). Within thirty (30) days of the Effective Date of the Lease, Lessor shall enter into a contract with Lessor's Contractor which shall provide that Lessor's Contractor shall use its best efforts to reach Substantial Completion (defined below) of Lessee Improvements by no later than December 30, 2020; subject, however, to any unforeseen delays or disruption beyond the Lessee's, Lessor's or Lessor's Contractor's control and which are well-documented by Lessor's Contractor and such documentation is delivered to Lessee. Lessor shall diligently pursue Substantial Completion of the Lessee Improvements and use commercially reasonable efforts to complete the Lessee Improvements within one hundred eighty (180) days of the Improvement Commencement Date ("Completion Deadline"). If Lessor fails to reach Substantial Completion of the Lessee Improvements by the Completion Deadline, then Lessee at its option may provide a thirty (30) day written notice to Lessor stating that in the event Lessor fails to reach Substantial Completion of the Lessee Improvements within thirty (30) days of such notice, it shall constitute a Lessor Default and Lessee shall have the right to exercise any of its rights and remedies under the Lease. The City shall fast track and expedite its review and approval processes related to plan review, permitting and inspections for the Lessee Improvements. Lessor shall arrange for its general contractor to provide to City Representative on a bi-weekly basis a Construction Schedule. "Construction Schedule" shall mean the schedule for permitting, material purchase and delivery, construction of Lessee Improvements, and acquisition and installation of all equipment and other property required for the completion of Lessee Improvements. In the event of any unforeseen delay, Lessor shall provide written notice of such delay ("Delay Notice") to the City Representative who shall have the authority to extend the Completion Deadline by responding to Lessor within three (3) business days of receipt of the Delay Notice. In addition to other City approved extension(s), the Completion Deadline shall be extended in the event of Force Majeure. "Force Majeure" includes any action, cause, circumstance, situation, event or other condition (any "condition") that substantially prevents, hinders or delays performance by Lessor or Lessor's contractor of one or more material obligation(s) under or related to this Lease, which may include acts of God, compulsory governmental action, restriction or quarantine, strikes or labor disturbances, and/or catastrophic damage to Property or to the local economy due to severe weather, earthquake, natural disasters, or epidemics, pandemics including but not limited to COVID-19, plagues, or public health calamities, and other like severe, unavoidable conditions. "Substantial Completion" shall be defined as the date upon which the City Representative reasonably determines that the Lessee Improvements have been substantially completed in

accordance with the Improvement Drawings except for Punch List items (defined below). The term “Punch List” items shall mean items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Lessee’s use of the Leased Premises. Lessor shall complete all punchlist items as soon as reasonably practicable following Substantial Completion. Upon Substantial Completion, Lessor shall assign to Lessee all guaranties and warranties relating to the Lessee Improvements to which Lessor is a party and which are assignable by Lessor.

(f) Reimbursement for Lessee Improvements.

The total cost of the Lessee Improvements is estimated to be approximately $9,708,737.86. Subject to the terms and provisions of this Work Letter, Lessee shall reimburse Lessor for all the actual cost of the Lessee Improvements, plus Lessor's management and supervision fee of three percent (3%) of total cost of Lessee Improvements, up to the maximum amount of Ten Million and No/100 Dollars ($10,000,000.00) ("Maximum Reimbursement").

Lessor shall submit bi-weekly invoices for work performed by Lessor’s Contractor to the City in accordance with Section 33. Upon its receipt of the bi-weekly invoices, Lessee shall reimburse Lessor up to the Maximum Reimbursement.

(g) Change Order. Once the Budget is approved per Section (c), Lessor shall not make any changes to the Improvement Documents or Budget without first obtaining the prior written approval of Lessee’s representative. If Lessee shall desire any changes to the Improvement Drawings ("Change Order"), Lessee shall so advise Lessor in writing and if Lessor determines that such changes can be made in a reasonable and feasible manner and the added cost of the Change Order plus the Budget, Punch List, and 3% management fee, combined, do not exceed Maximum Reimbursement, Lessor shall accept such changes. Any and all costs of making any changes to the Lessee Improvements which Lessee may request or approve shall be at Lessee’s sole cost and expense and shall be added to the total Budget with the Base Rent adjusted accordingly. The Completion Deadline shall be extended by the number of days needed to complete all Change Orders.

Exhibit D
Lessor's Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Winter, CISR	
Flood and Peterson	PHONE (A/C, No, Ext): (970) 506-3206	FAX (A/C, No): (970) 506-6846
PO Box 578	E-MAIL ADDRESS: JWinter@floodpeterson.com	
Greeley CO 80632		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Valley Forge Insurance Company	20508
INSURER B :	National Fire Insurance Co of Hartford	20478
INSURER C :	The Continental Insurance Company	35289
INSURER D :	Continental Casualty Company	20443
INSURER E :		
INSURER F :		

INSURED

Denver Commercial Builders, Inc.
dba dcb Construction Company, Inc.
909 E. 62nd Avenue
Denver CO 80216

COVERAGES **CERTIFICATE NUMBER:** CL19101831938 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			5093265729	11/01/2019	11/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5095631220	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5095631248	11/01/2019	11/01/2020	EACH OCCURRENCE AGGREGATE 	$ 9,000,000 $ 9,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 5 99288533	11/01/2019	11/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 4600 E. 48th Avenue, Denver, CO 80216
DENCOM, LLC is listed as an Additional Insured as respects General Liability, including ongoing and completed operations. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

DENCOM, LLC
820 S. Monaco Parkway
Suite 102
Denver CO 80224

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20384870

CONFIRMATION OF INSURANCE

August 25, 2020

HUB International Insurance Services, Inc. - Denver
Jennifer Wilke
2000 S. Colorado Blvd. Tower 2 Suite 150
Denver, CO 80222

FROM: Michelle Barcy for Mike Fitzgerald

I am pleased to confirm that your Property insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	Dencom LLC 4600 E 48th Ave Holtsville, NY 8-216	
PRIMARY RISK ADDRESS:	4600 E 48th Ave Holtsville, NY 8-216	
COVERAGE:	Property	
INSURER:	Western World Insurance Company - Non-Admitted	
POLICY NUMBER:	BRB0008171	
POLICY TERM:	9/8/2020 - 9/8/2021	
POLICY PREMIUM:	$35,250.00	
TRIA:	REJECTED	
FEES:	Inspection Fee - Carrier	$300.00
	TOTAL FEES:	$300.00
SURPLUS LINES TAX:		
	Surplus Lines Tax	$1,279.80
	Stamping Office Fee	$60.44
	TOTAL TAXES:	$1,340.24
TOTAL:	$36,890.24	
AGENT COMMISSION:	11%	

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20384870

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Authorized Representative

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20384870

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20384870

PREMIUM FINANCE (If not included in the quote document)
If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

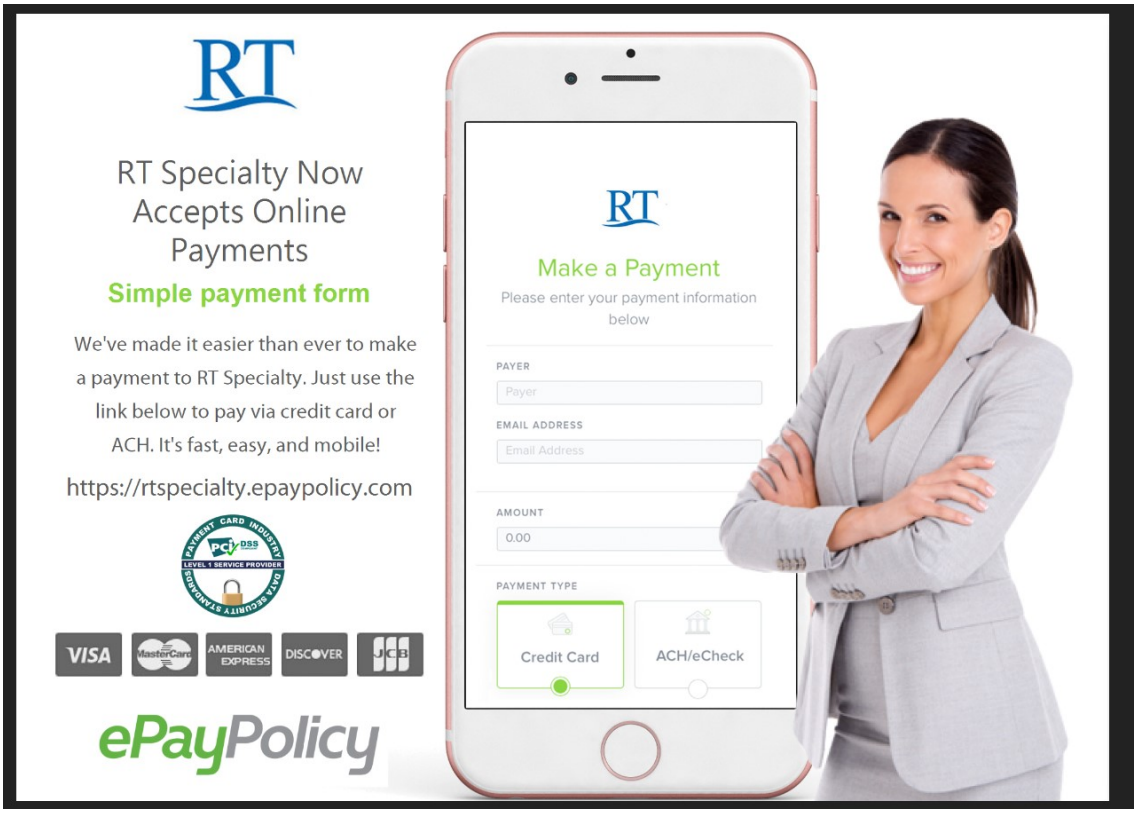
PRODUCER COMPENSATION:
In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers. In California: R-T Specialty Insurance Services, LLC License #0G97516.

500 West Monroe, 30th Floor
Chicago, IL 60661
Ph: 312-651-6000
www.rtspecialty.com

20384870



PART C – AFFIDAVIT BY PRODUCING BROKER

1. PRODUCING BROKER INFORMATION **AFFIDAVIT NO.** 204833

HUB International Insurance Services, Inc. - Denver — License No. BR-
Name

2000 S. Colorado Blvd. Tower 2 Suite 150 — Denver — CO — 80222
Address — City — State — Zip Code

2. *RISK INFORMATION:*

Name of the Insured: Dencom LLC

(The name of the insured must be precisely the same in this affidavit and the declarations page, binder, cover note or confirmation of coverage.)

3. DISCLOSURE INFORMATION

Yes ☐ No ☐ Did you personally provide a written Notice of Excess Line Placement (Form: NELP/2011) to the insured as required by Section 2118 of the New York Insurance Law and Regulation 41?

4. DECLINATION INFORMATION

(a) Yes ☐ No ☐ Has the Superintendent determined that declinations are not required for this type of risk?
IF ANSWER TO QUESTION (a) IS "YES", SKIP QUESTIONS (b) AND (c) GO ON TO THE AFFIRMATION SECTION.

(b) Yes ☐ No ☐ Does the insured qualify as an "Exempt Commercial Purchaser" that made a written request consistent with the requirements of New York Insurance Law Section 2118(b)(3)(F)? IF ANSWER TO QUESTION (b) IS "YES", SKIP QUESTION (c) GO ON TO THE AFFIRMATION SECTION.

(c) Yes ☐ No ☐ Was the risk described above submitted by the producing broker to companies: (1) each authorized in New York to write coverages of the kind requested; (2) which the licensee has reason to believe might consider writing the type of coverage or class of insurance involved; and, (3) was such risk declined by each such company?
If the answer to QUESTION (c) above is "YES", COMPLETE THE FOLLOWING SCHEDULE:

AUTHORIZED COMPANIES DECLINING THE RISK

1. Name of Company _____ Date of Declin.: _____
NAIC Code _____

The insurer declined to underwrite the risk because:

1. ☐ Insurer presently lacks adequate capacity to write this risk.
2. ☐ Specific underwriting reason.
3. ☐ Other (Specify) _____

Affiliation of Representative: ☐ Company Employee ☐ Agent ☐ Other (specify) _____

_____
Name of Representative Declining Risk

I believe this insurer would consider underwriting this risk because:

☐ Recent acceptance by the insurer of a risk, requiring that type of coverage or class of insurance.

☐ Advertising by the insurer or its agent indicating it entertains that type of risk/coverage.

☐ Media communications (Newspapers, Trade Magazines, Radio) which indicate the insurer will underwrite that type of coverage.

☐ Communications with other professionals, such as brokers, agents, risk managers, insurance department or ELANY personnel indicating the insurer entertains such risks.

☐ Any other valid basis you can document. _____

PART C – AFFIDAVIT BY PRODUCING BROKER

AFFIDAVIT NO. 204833

AUTHORIZED COMPANIES DECLINING THE RISK

2. Name of Company _____ Date of Declin.: _____
NAIC Code _____

The insurer declined to underwrite the risk because:

1. ☐ Insurer presently lacks adequate capacity to write this risk.
2. ☐ Specific underwriting reason.
3. ☐ Other (Specify) _____

Affiliation of Representative: ☐ Company Employee ☐ Agent ☐ Other (specify) _____

_____
Name of Representative Declining Risk

I believed this insurer would consider underwriting this risk because:

- ☐ Recent acceptance by the insurer of a risk, requiring that type of coverage or class of Insurance.
- ☐ Advertising by the insurer or its agent indicating it entertains that type of risk/coverage.
- ☐ Media communications (Newspapers, Trade Magazines, Radio) which indicate the insurer will underwrite that type of coverage.
- ☐ Communications with other professionals, such as brokers, agents, risk managers, insurance department or ELANY Personnel indicating the insurer entertains such risks.
- ☐ Any other valid basis you can document. _____

3. Name of Company _____ Date of Declin.: _____
NAIC Code _____

The insurer declined to underwrite the risk because:

1. ☐ Insurer presently lacks adequate capacity to write this risk.
2. ☐ Specific underwriting reason.
3. ☐ Other (Specify) _____

Affiliation of Representative: ☐ Company Employee ☐ Agent ☐ Other (specify) _____

_____
Name of Representative Declining Risk

I believed this insurer would consider underwriting this risk because:

- ☐ Recent acceptance by the insurer of a risk, requiring that type of coverage or class of Insurance.
- ☐ Advertising by the insurer or its agent indicating it entertains that type of risk/coverage.
- ☐ Media communications (Newspapers, Trade Magazines, Radio) which indicate the insurer will underwrite that type of coverage.
- ☐ Communications with other professionals, such as brokers, agents, risk managers, insurance department or ELANY Personnel indicating the insurer entertains such risks.
- ☐ Any other valid basis you can document. _____

AFFIRMATION

I, _____, am the licensee or sublicensee of the named broker in Section 1 of this affirmation and I hereby affirm under penalties of perjury that all of the information contained herein is true to the best of my knowledge and belief.

Signature of Affiant _____ **Date** _____

HUB International Insurance Services, Inc. - Denver
2000 S. Colorado Blvd. Tower 2 Suite 150
Denver, CO 80222

NOTICE OF EXCESS LINE PLACEMENT
Date: August 25, 2020

Dencom LLC
4600 E 48th Ave
Holtsville, NY 8-216

Consistent with the requirements of the New York Insurance Law and Regulation 41 Dencom LLC is hereby advised that all or a portion of the required coverages have been placed by HUB International Insurance Services, Inc. - Denver with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or

b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges(1) and a service fee that includes taxes, stamping fees, and (if indicated) a fee(1) for compensation in addition to commissions received, and other expenses(1).

I further understand and agree that all fees, inspection charges and other expenses denoted by(1) are fully earned from the inception date of the policy and re non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

RE: Policy No. BRB0008171 Insurer: Western World Insurance Company

Policy Premium		$
Insurer Imposed Charges:		
Policy Fees(1)		$
Inspection Fees(1)		$
Total Taxable Charges		$
Service Fee Charges:		
Excess Line Tax(3.60%)		$
Stamping Fee		$
Broker Fee(1)		$
Inspection Fee(1)		$
Other Expenses (specify)(1)		$
	Total Policy Cost	$

(Signature of Insured)

(1) = Fully earned

VALIDUS SPECIALTY
An AIG company

101 Federal Street, Suite 550
Boston, MA 02110 USA
T 617 261 2840
www.validusspecialty.com

To: **R-T Specialty, LLC**
500 W. Monroe Street, Flr: 30th
Chicago, IL 60661
Attn: **Mike Fitzgerald**
From: **Elizabeth Faughnan**
Applicant: **Dencom, LLC**
4600 E. 48th Ave
DENVER, CO 80216

Policy #: **BRB0008171**
Policy Period: **09/08/2020 - 09/08/2021**
Policy Type: **Property**
State: **CO**

This is to certify that, in accordance with your instructions, **Western World Insurance Company** has bound coverage as follows:

Premium Summary

Total Premium	$35,250.00
Total Fees	$300.00
Grand Total	**$35,550.00**

Fees & Taxes

Inspection Fee	$300.00

Commercial Property

Property Coverage Summary

Property Policy Type:	Full Limits
Limit Type:	Per Schedule
Per Schedule:	On File With Company
Limit(s) of Liability:	$9,800,000
Total Insurable Value:	$9,800,000
Cause(s) of Loss:	Special
Coverages:	Building
Deductible(s) per occurrence:	$25,000
Wind/Hail Deductible Exception:	2%
Subject to Minimum Deductible:	50,000
Coinsurance:	80%
Valuation:	Replacement Cost
Equipment Breakdown:	No

Additional Notes

$100k Theft/VMM sublimit aplies.

Additional Conditions and/or Exclusions

1. Condition of coverage is that heat will be maintained above 55 degrees Fahrenheit or pipes will be fully drained during the entirety of the policy period. If not maintained, water damage exclusion applies.
2. An inspection.

Bound By

This is to certify that, in accordance with your instructions, **Western World Insurance Company** (BEST RATING: A Excellent; Non-Admitted) has bound coverage as follows:

Additional Coverage Notes

CP0411 (10/12) Protective Safeguards

PROTECTIVE SAFEGUARD SYMBOL : P-1; P-9

DESCRIBE P-9 CODE : Premises secured and locked when unoccupied.

PR9909 (04/15) Minimum Earned Premium

Minimum Earned Premium Percentage : 25

Form List

Subject to the following Endorsements:

Form No	ED Date	Form Name
CP0010	06/07	Building and Personal Property Coverage Form
CP0090	07/88	Commercial Property Conditions
CP0140	07/06	Exclusion of Loss Due to Virus or Bacteria
CP0411	10/12	Protective Safeguards
CP0450	07/88	Vacancy Permit
CP1030	06/07	Causes Of Loss - Special Form
IL0017	11/98	Common Policy Conditions
IL0935	07/02	Exclusion of Certain Computer-Related Losses
IL0953	01/15	Exclusion of Certified Acts of Terrorism
ILP001	01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PR0301	12/14	Windstorm Or Hail Percentage Deductible
PR1001	10/14	Water Exclusion
PR1002	10/14	Earth Movement Exclusion
PR1007	03/15	Theft of Building Materials
PR1212	03/20	Definition of Actual Cash Value Endorsement
PR1401	03/15	Prior Loss
PR9909	04/15	Minimum Earned Premium
PR9919	09/19	Limitations On Coverage For Roof Surfacing
PRDS01	06/17	Commercial Property Coverage Part Declarations
WW22	06/16	Service of Suit
WW230	06/17	Common Policy Declarations
WW425	02/08	Exclusion of Chemical and Biological Loss or Damage
WW458	06/13	Asbestos Exclusion
WW497	01/18	Notice - Claim Reporting

This coverage confirmation note is subject to all terms and conditions of the policy being issued. This coverage confirmation note shall be automatically terminated and voided by delivery of a policy to the insured or his agent or representative.

In the event of cancellation or expiration of this insurance, we are required to hold the insured, his agent or representative responsible for earned premiums in all cases for the time in force, subject to the minimum earned premium, at pro-rata or short rate (whichever is applicable) of the annual premium charged. Flat cancellations are not permitted.

Regards,

Elizabeth Faughnan
Phone: 201-848-6433
E-Mail: elizabeth.faughnan@validusuw.com

Please advise your client that Validus Specialty Underwriting Services, Inc. ("Validus Specialty") is offering this quote as representative of its affiliated surplus lines insurance company, Western World Insurance Company. Validus Specialty is not acting on behalf of your client and does not seek placements in other surplus lines markets.

Exhibit E
Form Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT
(4600 E. 48TH Avenue)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") made and entered into as of the Effective Date, between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the "City"), and **DENCOM, LLC** a Colorado limited liability company, whose address is _____, Denver, Colorado _____ ("Seller"). City and Seller are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

A. Seller owns certain real Property (as defined in Section 1 below) in the City and County of Denver, State of Colorado; and

B. Subject to the terms of this Agreement, Seller agrees to sell and the City agrees to purchase the Property; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **SUBJECT PROPERTY**. Subject to the terms of this Agreement, the City shall purchase and the Seller shall sell the real property interests generally located at 4600 E. 48th Avenue, Denver, Colorado 80216, more particularly described in **Exhibit 1**, attached hereto and incorporated herein by reference, together with Seller's interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property described in Exhibit 1; (ii) all buildings, fixtures and improvements on the property described in **Exhibit 1**; (iii) all of Seller's right, title and interest in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property described in **Exhibit 1**; and (iv) all water rights and conditional water rights that are appurtenant to or that have been used or are intended for use in connection with the property, (a) any ditch, well, pipeline, channel, spring, reservoir or storage rights, whether or not adjudicated or evidenced by any well, decree, order, stock certificate, permit or other instrument, (b) all rights with respect to nontributary or not nontributary groundwater (and other groundwater that is subject to the provisions of Colorado Revised Statutes Section 37-90-137(4) or the corresponding provisions of any successor statute) underlying the Land, (c) any permit to own, use or construct any water well on or about the Land (including those from which water is intended to be used in connection with the Land), and (d) all of Grantor's right, title and interest in, to or under any decreed or pending plan of augmentation or water exchange plan. (collectively "**Property**").

2. **PURCHASE PRICE**.

a. The total purchase price for the Property to be paid by the City at Closing (as defined in this Agreement as just compensation is _____ **AND 00/100 DOLLARS ($_____.00)** ("**Purchase Price**"), which shall be paid in good funds which comply with all applicable Colorado laws, including electronic wire transfer.

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in Section 7(a), Seller shall disclose, in writing, to the City all information Seller has actual knowledge of regarding any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Property. If Seller acquires any actual knowledge of any additional information regarding environmental contamination, Seller has the ongoing duty to provide such information to the City up to the time of Closing, and will do so within five (5) days of the receipt of such additional information. For purposes of this Agreement: "hazardous substances" means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C., § 9601 *et seq*., or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; provided, however, that the term hazardous substance also includes "hazardous waste" and "petroleum" as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq*. §6991(1). The term "toxic substances" means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act ("TSCA"), 15 U. S. C. § 2601 *et seq*., applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term "toxic substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

b. Environmental Review. The City is in possession of and occupies the Property pursuant to that certain Lease Agreement by and between City, as Lessee, and Seller, as Lessor (the "**Lease**"). City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of any hazardous waste, hazardous substances or toxic substances. Seller hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests; provided, however, in no event shall (a) the City conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) or any part of the improvements located upon the Property including, without limitation, any roof core cuts, any asbestos or other sampling, any Phase II environmental testing, any ground borings or invasive testing of the Property (collectively, "**Physical Testing**"), without Seller's prior written consent, which consent may be given or withheld in Seller's sole discretion. In addition to any conditions that may be imposed by Seller in connection with any approval of invasive or destructive tests, and without limiting any of City's liability under this Agreement, City shall, at City's sole cost and expense, and in accordance with all applicable environmental laws, dispose of any hazardous substances or materials which have been specifically removed from, on or at the Property or the improvements by City in connection with City's environmental studies (which obligation shall survive the termination of this Agreement). Seller shall have the right, in its discretion, to accompany the City and/or its agents during any inspection.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in Section 7(b) of this Agreement, the City shall give notice to Seller of any unacceptable environmental condition relating to the Property. Seller may elect (in Seller's sole discretion), at Seller's sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in Section 7(c) to the City's satisfaction. In the event Seller declines to cure the unacceptable environmental conditions or fails to respond to City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing by the deadline set forth in Section 7(d) of this Agreement or treat this Agreement as terminated with no further obligation on the part of either Party.

4. INSPECTION/SURVEY. Subject to the provisions of Section 3.b., above, the City has the right to inspect the physical condition of the Property. The City, at its sole cost and expense, shall have the right to have its own survey completed. Subject to the provisions of Section 3.b., this right to inspect is in addition to the right of the City to obtain an environmental audit. The City shall give notice of any unacceptable physical or survey condition of the Property to Seller by the deadline set forth in Section 7(b). Seller may elect (in Seller's sole discretion) at Seller's sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure the unacceptable physical or survey conditions or fails to respond to the City's notice thereof by the date set forth in Section 7 (c) of this Agreement, the City, at its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in Section 7(d) of this Agreement and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party.

To the extent in Seller's possession, Seller shall deliver to City copies of any and all agreements, contracts or arrangements for management, service, maintenance or operation with respect to the Property ("**Service Contracts**") within five (5) days of the Effective Date. Prior to the expiration of the Due Diligence Period (defined in Section 7(b)(i) below), City shall notify Seller which of the Service Contracts it elects to assume at Closing, if any. In the event City fails to notify Seller of such election the Service Contracts shall be terminated on or before the Closing Date at the sole and exclusive cost of Seller.

DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEED, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR THE PROPERTY DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH LAWS.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER AS EXPRESSLY SET FORTH HEREIN AND THE DEED, (I) CITY ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING SELLER SHALL SELL AND CONVEY TO CITY AND CITY SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS",

AND (II) CITY HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE SELLER PARTIES, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. CITY ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

CITY REPRESENTS TO SELLER THAT CITY HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS CITY DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY

5. TITLE.

a. Title Review. The City has obtained a commitment for Seller's title insurance policy for the Property, including updates thereto, and all copies or abstracts of instruments or documents identified in the commitment ("**Title Documents**") from Land Title Guarantee Company ("**Title Company**"). The City has the right to review the Title Documents. The City shall provide a copy of the Title Documents to Seller within seven (7) days of the Effective Date of this Agreement.

b. Matters Not Shown by the Public Records. By the deadline set forth in Section 7(a) of this Agreement, Seller shall deliver to the City complete and accurate copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property that are not included in the Title Documents and shall disclose, in writing, to the City all easements, licenses, right to use agreements, liens or other title matters not shown by the public records of which Seller has actual knowledge that are not included in the Title Documents. In addition, Seller shall provide all documents that pertain to the Property in its possession including but not limited to soil reports, geo tech reports, traffic studies, surveys, leases, operating expenses and any other documents in its possession related to the Property.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable condition of title to Seller by the deadline set forth in Section 7(b) of this Agreement. At Seller's sole cost and expense, Seller may cure such unacceptable conditions by the date in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure such unacceptable conditions or fails to respond to the City's notice thereof by the date in Section 7(c) of this Agreement, the City in its sole discretion and by the date set forth in Section 7(d) of this Agreement, may elect to waive such unacceptable conditions and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party, except

pursuant to the Lease and those other obligations expressly intended to survive termination of this Agreement, by the terms hereof.

d. Subsequently Discovered Defects. At any time prior to Closing if any matter affecting title to the Property ("Defect") shall arise or be discovered by the City which is not set out in the Commitment, Survey or disclosed to the City by Seller prior to the expiration of the Due Diligence Period, the City shall have the right to object to such Defect by the delivery to Seller of notice of such Defect within five (5) days after the City discovers such Defect provided that, if such Defect is discovered within five (5) days prior to the Closing Date, the Closing shall be extended for such period as may be necessary to give effect to the provisions of this Section 5 (d). Upon receipt of notice of the City's objection to any such Defect, Seller shall have the right, but not the obligation, to cure such Defect to the satisfaction of the City and the Title Company for a period of five (5) days from the date of such notice. If such cure period extends beyond the Closing Date, the Closing Date shall be extended to three (3) days after the expiration of such cure period. If Seller cures the City's objection to the satisfaction of the City within such cure period, then the Closing shall occur on the original or postponed date of the Closing but otherwise upon the terms and provisions contained herein. If Seller has not cured such Defect to the satisfaction of the City and the Title Company, the City shall either (a) close on such original or postponed date (and the City shall thereby be deemed to have waived such objection); or (b) terminate this Agreement by giving notice to Seller before such original or postponed date, in which case the parties shall be released from all further obligations under this Agreement, except pursuant to the Lease and those other obligations expressly intended to survive termination of this Agreement, by the terms hereof.

e. Lease Continues in Event of Termination. In the event of any termination of this Agreement without the occurrence of a Closing, the Lease shall remain in full force and effect in accordance with its terms.

6. CLOSING PRE-CONDITIONS.

a. Seller shall fully cooperate with the City to execute affidavits and satisfy other requirements of the Title Company necessary for removal of the standard exceptions from the owner's policy of title insurance to be obtained by City at Closing. Seller shall have terminated the Service Contracts unless such Service Contract has been assumed in writing by City. Seller's aforementioned obligation to execute necessary affidavits and provide adequate assurances for the removal of the standard exceptions from title insurance to be issued is a condition precedent to the City's obligation to purchase the Property. If Seller does not provide the adequate assurances by the date in Section 7(d) of this Agreement, then the City may elect to waive the failure to provide the adequate assurances and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party.

b. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller: (a) shall operate the Property in the manner that it is currently being operated by Seller; (b) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement without obtaining City's prior written consent, which consent may be withheld or delayed in City's sole and absolute discretion; and (c) shall not enter into any contracts or commitments that will survive the Closing other than a contract that is terminated on less than thirty (30) days' notice.

7. TIMEFRAMES.

a. Seller's Disclosure. Seller shall deliver any documents not previously provided to City and make the disclosures required by this Agreement, including as required under Sections 3(a) and 5(b) of this Agreement, no later than 5 p.m. local time five (5) days after the Effective Date.

b. City's Objection Notice and Right to Terminate.

i. The City shall notify Seller in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters under Sections 3(c), 4 and 5(c) of this Agreement, above, no later than 5 p.m. Mountain time, sixty (60) days after the Effective Date ("**Due Diligence Period**").

ii. The City may terminate this Agreement for any reason or no reason at all in the City's sole and absolute discretion by delivering written notice to Seller on or before the expiration of the Due Diligence Period. A failure by the City to deliver a written notice of termination on or before the expiration of the Due Diligence Period shall be deemed a waiver of City's right to terminate pursuant to this Section 7.b.

c. Seller's Cure. Seller shall have until no later than 5 p.m. Mountain time five (5) business days from the date of City's objection notice to elect to cure all the unacceptable conditions set forth in any objection notice under Sections 3(c), 4, 5(c) and 7(b) of this Agreement.

d. City's Election. The City, by written notice to Seller, may elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within five (5) business days of the deadline to cure established in Section 7(c) of this Agreement, above. In the event the City terminates this Agreement, the parties shall be relieved of any further obligation under the Agreement except pursuant to the Lease and those other obligations expressly intended to survive termination of this Agreement, by the terms hereof. A failure by the City to deliver a written notice of termination on or before the time period required herein shall be deemed a waiver of City's right to terminate pursuant to this Section 7.d.

e. Deadlines. In the event any date for a party's performance occurs on a Saturday, Sunday or national holiday, the date for such performance shall occur on the next regular business day following such weekend or national holiday.

8. DATE OF CLOSING: The date of closing shall be the Closing Date as set forth in section 46(b) of the Lease.

9. CLOSING. The Closing shall take place at the offices of the Title Company and shall be completed on or before 1:00 p.m. Mountain Time on the Closing Date ("Closing"). Seller or Buyer may elect to close in escrow without attending the Closing.

a. Obligations of Seller at Closing. The following events shall occur at the Closing:

i. Seller shall execute and deliver a Special Warranty Deed in substantially the form set forth as **Exhibit 2** herein ("Deed") to the City at Closing conveying the Property free and clear of all taxes (with proration as provided herein).

ii. Seller shall execute, have acknowledged and deliver to the City a bill of sale conveying to City all of Seller's right, title and interest in and to any personal property and equipment located on the Property.

iii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to City in the condition herein contemplated, including without limitation any affidavit or agreement required by the Title Company.

b. Obligations of City at Closing: The following events shall occur at Closing:

i. At least one (1) day prior to closing, City shall deliver or cause to be delivered to the Title Company good funds payable to the order of Seller in the amount of the Purchase Price.

ii. City shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to City in the condition herein contemplated, including without limitation any affidavit or agreement required by the Title Company.

c. Closing Costs. Closing costs shall be as provided for in Section 13 below.

d. No Material Adverse Change. During the period from the expiration of the Due Diligence Period to the Closing Date, there shall have been no material adverse change in the environmental condition or results of operations of the Property, and the Property shall not have sustained any loss or damage which materially adversely affects its use

10. POSSESSION. Possession of the Property shall be delivered to the City at Closing.

11. REPRESENTATIONS AND WARRANTIES.

a. Seller warrants and represents that as of the Effective Date, to the best of Seller's knowledge, and at the time of conveyance:

i. There are no other parties in possession and the City shall have possession as of Closing or as otherwise agreed to herein other than City pursuant to the Lease; and

ii. There are no leasehold interests in the Property other than the leasehold interest of the City pursuant to the Lease; and

iii. There is no pending or, to Seller's actual knowledge, threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property; and

iv. Seller has received no notice of hazardous substances on the Property in violation of applicable laws.

b. Each Party hereto represents to the other Party that:

i. It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;

ii. The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party;

iii. To the actual knowledge of (a) the Director of the Division of Real Estate for the City; and (b) Seller: neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;

iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so.

12. PAYMENT OF ENCUMBRANCES. Seller is responsible for paying all monetary encumbrances, except for any encumbrances on the Property placed as a result of any acts or omissions by the City, its agents, contractors, invitees, or employees, at or before Closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS, DOCUMENTS AND SERVICES. The City shall pay for any title insurance policy to be issued on the Property for the benefit of the City and all fees for real estate closing services. The City and Seller shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The City's Director of Real Estate or his designee, shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the City.

14. PRORATIONS. Pursuant to the requirements of the Lease, City shall pay any and all taxes and special assessments accrued and owed on the Property prorated through the date of Closing and all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing.

15. 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. Seller may treat this Agreement as canceled and the Parties shall thereafter be released from all obligations under this Agreement. Seller expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy; provided, however, that in the event the Agreement has not been terminated prior to the expiration of the timeframes set forth in Sections 7 (b) and 7 (d), and the City is in default, Seller shall be entitled, as its sole and exclusive remedy for a default by the City, to terminate the Agreement. Notwithstanding the foregoing, a termination of this Agreement shall not release or terminate the City's obligations under the Lease, which shall remain in full force and effect.

b. If Seller Is In Default. The City may elect to (i) treat this Agreement as canceled, in which case any things of value received by a Party under this Agreement shall be returned to the providing party, and the Parties shall thereafter be released from all obligations under this Agreement; or (ii) treat this Agreement as being in full force and effect and seek specific performance. The City shall be entitled to recover its attorneys' fees and direct damages but expressly waives consequential, special or punitive damages against the Seller. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation. Notwithstanding the foregoing, a termination of this Agreement shall not release or terminate the City's obligations under the Lease, which shall remain in full force and effect.

16. TERMINATION. If this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing party, and the Parties shall be relieved of all obligations under this Agreement, except such obligations of the Lease.

17. COOPERATION OF THE PARTIES. In the event that any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party will reasonably cooperate in any such litigation. Any Party named in an action shall bear its own legal costs.

18. NO BROKER'S FEES. The City and Seller represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require the payment of any commission or fees. Any arrangements that Seller has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of Seller.

19. SEVERABILITY. In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

20. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance duties under the Agreement, the Seller 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 identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

21. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any performance under this Agreement constitute or be construed to be a waiver by either Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right of remedy available with respect to the breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

22. SUBJECT TO LOCAL LAWS; VENUE. This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver and the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement will be exclusively in the District Court of the City and County of Denver, Colorado.

23. NOTICES. All notices provided for in this Agreement must be in writing and be personally delivered, sent via facsimile, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the addresses or facsimile numbers listed below and if to the City at the addresses or facsimile numbers given below. Notices delivered personally or sent electronically or by facsimile are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:

Lisa Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

With copies of termination and similar notices to:

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

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202

If to Seller:

Dencom, LLC
c/o Novel Commercial
501 S. Cherry St, Suite 1100
Denver, CO 80246

With a copy to:
ilya235@gmail.com
bruce@kcommercial.com

_____

29. **RIGHT TO ALTER TIME FOR PERFORMANCE**. The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate and an authorized representative of Seller.

30. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS**. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent novation, modification, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by both Parties.

31. **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.

32. **APPROPRIATION BY CITY COUNCIL.** The obligations of the City pursuant to this Agreement or any renewal shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Owner acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for Weekly Fee payments in future fiscal years; and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any matters, except as required by the City's Revised Municipal Code.

33. **LOSS**. Subject to the terms and conditions of the Lease, Seller shall bear the risk of all loss or damage to the Property from all causes until the Closing, except for any acts or omissions of the City. If at any time prior to the Closing any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall promptly give written notice thereof to the City (the "**Casualty Notice**"). If the cost of repairing or restoring such Property to its condition prior to such fire or any other casualty exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00), then the City, in its sole discretion, shall have the right (a) to terminate this Agreement by providing written notice to Seller of such termination no later than ten (10) days after delivery of the Casualty Notice, whereupon the Title Company shall return the

Earnest Money Deposit to the City, and thereafter this Agreement shall terminate and be of no further force or effect, and neither Party shall have any further rights or obligations hereunder except for those rights or obligations which expressly survive such termination, or (b) to proceed to close in accordance with the terms of the Agreement, except that at Seller's election, the City shall pay either (i) the full Purchase Price, notwithstanding any such casualty, in which case Seller and City shall, at Closing, execute and deliver an assignment and assumption (in a form reasonably acceptable to City and Seller) of Seller's rights and obligations with respect to the insurance claim related to such casualty, and thereafter City shall receive all insurance proceeds pertaining to such claim, or (ii) the full Purchase Price less a credit to City in the amount deemed reasonably necessary to complete the repair or restoration of the Property. If City does not so terminate this Agreement, or if the cost of repairing or restoring the Property is less than or equal to One Hundred Thousand and 00/100 Dollars ($100,000.00), City shall proceed to the Closing hereunder as if no such Casualty has occurred and will pay Seller the full Purchase Price in accordance with this Agreement.

34. **SPECIAL TAXING DISTRICTS.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. CITY SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

35. **NO PERSONAL LIABILITY**. No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

36. **CONFLICT OF INTEREST BY CITY OFFICER**. Seller represents that to the best of Seller's information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

37. **NO RECORDING OF AGREEMENT.** City shall not cause or allow this Agreement to be recorded without Seller's prior written consent, which consent may be withheld at Seller's sole discretion. If City records this Agreement, City shall be in default of its obligations under this Agreement.

38. **CONDEMNATION.** If prior to the Closing any condemnation proceeding is commenced or any change is made, or proposed to be made, which shall deny legal access to the

Property, City shall have the right to terminate this Agreement no later than ten (10) days after City's receipt of notice of such condemnation proceeding, whereupon this Agreement shall terminate and be of no further force or effect, and neither Party shall have any further rights or obligations hereunder except for those rights or obligations which expressly survive such termination. If City does not so terminate this Agreement, City shall proceed to the Closing hereunder as if no such proceeding had commenced and will pay Seller the full Purchase Price in accordance with this Agreement, Seller shall assign to City all of its right, title and interest in and to any compensation for such condemnation.

39. **CONSTRUCTION**. This Agreement may not be interpreted in favor of or against either Seller or the City merely because of their respective efforts in preparing it. The rule of strict construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.

b. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

c. The words "Party" and "Parties" refer only to a named party to this Agreement.

d. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statues, regulations, charter or code provisions, or ordinances.

e. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and form no part of this Agreement. Headings and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

16. ASSIGNMENT. The City is not obligated or liable under this Agreement to any party other than Seller named in this Agreement. Seller is not obligated or liable under this Agreement to any party other than the City. The City understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the Seller's prior written approval.

17. 1031 EXCHANGE. Notwithstanding anything to the contrary in the above section 35, Seller may elect to consummate this transaction as part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the City shall fully cooperate with any such exchange transaction, whether consummated as a so-called simultaneous exchange or a non-simultaneous or so-called "Starker deferred" exchange or a "reverse" exchange, and such cooperation shall include, but is not limited to, executing and delivering reasonable additional documents requested or approved by the Seller; provided, however, that: (i) the City shall not be required to acquire or take title to any exchange property; (ii) the City shall not be required to incur any additional liabilities or financial obligations as a consequence of any such exchange transaction; (iii) no substitution of the Seller shall release it from any of its obligations, warranties

or representations set forth in this Agreement; (iv) the Seller shall give the City at least ten (10) business days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted; and (v) Closing shall not be delayed

18. **CITY EXECUTION OF AGREEMENT**. This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City.

19. **COUNTERPARTS**. This Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same document. This Agreement may be executed by facsimile or electronically scanned signatures which shall be deemed an original

20. **EFFECTIVE DATE**. The effective date shall be the date the City delivers a fully executed copy of this Agreement to the Seller.

21. **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.

22. **NO RELIANCE**. The Parties expressly assume any and all risks that the facts and law that may be or become different from the facts and law as known to, or believed to be, by the Parties as of the date of this Agreement. In executing this Agreement, no Party has relied upon any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement other than the information specifically required to be disclosed by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and affixed their seals, if any, at Denver, Colorado as of: _____.

ATTEST:

By:_____
Paul Lopez,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

CITY AND COUNTY OF DENVER

By: _____
Michael B. Hancock, MAYOR

APPROVED AS TO FORM:
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Brendan J. Hanlon, Manager of Finance

By: _____
Timothy O'Brien, Auditor

"CITY"

_____

A _____

_____

By:
Its:

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

The foregoing instrument was acknowledged before me on _____, 20___
by_____ its _____
of _____, a _____.

Witness my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT 1
(Legal Description of Property)

EXHIBIT 2

(Form of Special Warranty Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project: _____
Asset Management No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this _____ day of _____, 20__, by _____, a _____limited liability company, whose address is _____ ("Grantor") to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of _____Dollars ($) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on Exhibit A attached hereto and incorporated herein ("Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor excluding those permitted exceptions identified on Exhibit B, attached hereto and incorporated herein.

No separate bill of sale with respect to improvements on the Property will be executed.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

ATTEST: _____,

By: _____ a _____Colorado

EXHIBIT F
FEDERAL PROVISIONS

1. **APPLICABILITY OF PROVISIONS.**

1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.

2. **DEFINITIONS.**

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Funding provided to the City and County of Denver, Colorado in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) ("CARES Act");

2.1.1.1.2. Grants;

2.1.1.1.3. Contracts;

2.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.1.1.5. Loans;

2.1.1.1.6. Loan Guarantees;

2.1.1.1.7. Subsidies;

2.1.1.1.8. Insurance;

2.1.1.1.9. Food commodities;

2.1.1.1.10. Direct appropriations;

2.1.1.1.11. Assessed and voluntary contributions; and

2.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

2.1.1.2. Award ***does not*** include:

2.1.1.2.1. Technical assistance, which provides services in lieu of money;

2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.1.2.3. Any award classified for security purposes; or

2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

2.1.2. "Agreement" means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.

2.1.3. "Contractor" means the party or parties to a Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

2.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;

2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

2.1.5.2. A foreign public entity;

2.1.5.3. A domestic or foreign non-profit organization;

2.1.5.4. A domestic or foreign for-profit organization; and

2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

2.1.6. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

2.1.8. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37

2.1.9. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

2.1.10. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or City and County of Denver, Colorado agency.

2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.12. "Prime Recipient" means the City and County of Denver, Colorado, or an agency thereof, that receives an Award.

2.1.13. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

2.1.17.1. Salary and bonus;

2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. **COMPLIANCE.**

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City and County of Denver, Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. **TOTAL COMPENSATION.**

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. **REPORTING.**

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. **EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. **SUBRECIPIENT REPORTING REQUIREMENTS.**

8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

8.1.2.1. Subrecipient's DUNS Number as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. **PROCUREMENT STANDARDS.**

9.1. Procurement Procedures. A Subrecepient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. Procurement of Recovered Materials. If a Subrecepient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. **ACCESS TO RECORDS**

10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. **SINGLE AUDIT REQUIREMENTS**

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the City and County of Denver, Colorado, and the Government Accountability Office.

11.1.3. **Subrecepient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. **CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS**

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this Agreement, the Contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor’s books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of "funding Contract" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Contract," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. **CERTIFICATIONS.**

13.1. Unless prohibited by Federal statutes or regulations, the City and County of Denver as Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the City and County of Denver at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. **EXEMPTIONS.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

15. **EVENT OF DEFAULT.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City and County of Denver, Colorado may terminate the Agreement upon thirty (30) days prior written notice if the default remains uncured five (5) calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the City and County of Denver, Colorado under the Agreement, at law or in equity.

-AND-

FEMA GRANT AND COOPERATIVE AGREEMENT SPECIFIC PROVISIONS

During the performance of this contract, the contractor agrees as follows:

Federal Equal Opportunity Clause.

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for

the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

[FOR AGREEMENTS IN EXCESS OF $150,000 the Clean Air Act and Federal Water Pollution Control Act provisions apply]

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Colorado Department of Public Health and Environment ("CDPHE") and understands and agrees that the CDPHE will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS.

Federal Water Pollution Control Act

(4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(5) The contractor agrees to report each violation to the CDPHE and understands and agrees that the CDPHE will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS."

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _ _ _ _ _ _ _ _ _ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.,* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm ."

ADDITIONAL PROVISIONS:

(1) The contractor agrees to provide any agency or department of the State of Colorado, the City, the FEMA Administrator, the Comptroller General of the United States, HHS or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator, HHS or authorized representatives access to construction or other

work sites pertaining to the work being completed under the contract.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or HHS pre- approval."

This is an acknowledgement that FEMA or HHS financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA or HHS policies, procedures, and directives.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

END OF DOCUMENT.

EXHIBIT G

Return to:
Denver City Attorney's Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202

MEMORANDUM OF LEASE AND PURCHASE OPTION

This is a Memorandum of Lease made and entered into as of this _____ day of _____, 20___, by and between **DENCOM, LLC**, a Colorado limited liability company (hereinafter "Lessor") and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter "City"), upon the following terms:

1. Lease. The provisions set forth in a written lease between the parties hereto dated _____ (the "Lease"), are hereby incorporated by reference into this Memorandum.

2. Premises. The Property which is the subject of the Lease is more particularly described as follows: See Attached Exhibit "A"

3. Purchase Option. Absent a default of the Lease, City has the exclusive right, option and privilege to purchase the Property any time after the 30th month past the Effective Date of the Lease but prior to expiration of the 5th year of the Initial Term, on and subject to the terms and conditions set forth in the Lease ("Purchase Option").

4. Purpose. It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease and Purchase Option.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

Lessor: **DENCOM, LLC,** a Colorado limited liability company

By: _____
Name: _____
Its: _____
Date:_____

Lessee: **CITY AND COUNTY OF DENVER,** a municipal corporation of the State of Colorado

By:_____
Name: Jeffrey J. Steinberg
Its: Director of Real Estate
Date:_____

STATE OF _____ :
: ss.:
COUNTY OF _____ :

On the _____ day of _____, 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

_____
Notary Public

STATE OF _____ :
: ss.:
COUNTY OF _____ :

On the _____ day of _____, 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

_____
Notary Public

EXHIBIT A

Legal Description of Property