

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (“Lease”) is made and entered into on the Effective Date (defined below) by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado ("City"), and **PRRC LLC**, a Colorado limited liability company, whose address is 1760 Platte St., Denver, CO 80202 ("Lessee"). The City and Lessee shall each be referred to as a “Party” and collectively as the “Parties.”

### WITNESSETH:

**WHEREAS**, the City is the owner of the real property located at 3300 N. Kalamath Street, Denver, Colorado (the “Property”) consisting of approximately 279,891 square feet which includes unimproved land as well as an existing surface parking lot containing sixty (60) parking spaces (“Existing Parking Spaces”) (the “Property”), and

**WHEREAS**, Lessee is desirous of leasing a portion of the Property from the City and installing an additional one hundred sixty-eight (168) parking spaces (“New Parking Spaces”) within the unimproved portion of the Property.

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

1. **LEASED PREMISES**: Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City a portion of the Property, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein, consisting of approximately 210,250 square feet of the Property (“Leased Premises”). The depiction contained on **Exhibit A** may be modified upon the written authorization of the City’s Director of Real Estate (the “Director”) to correct minor, technical errors.

2. **TERM**: The term of this Lease shall commence on the Effective Date and shall terminate on the last day of the month that is ten (10) years after the Rent Commencement Date, as defined below (the “Term”); unless either extended or terminated earlier pursuant to the terms of this Lease.

3. **LESSEE’S EXTENSION OPTION**: Provided Lessee is not in default of any provision of the Lease beyond any applicable cure period at the time of exercise and upon commencement of the Extended Term, Lessee shall have one option to extend the Term of the Lease (the “Extension Option”) for an additional five (5) year term (the “Extended Term”) on the same terms and conditions as set forth in the Lease; provided, however, the Rent (defined below)

for and during such Extended Term shall increase as shown below. Lessee may exercise its Extension Option by providing the City with written notice no less than thirty (30) days prior to the expiration of the Term.

4. **CITY'S TERMINATION OPTION:** Notwithstanding anything contained herein to the contrary, at any time after Year 5 of the Term, the City shall have the option to terminate the Lease in the event the City, in the Director's sole and absolute discretion, determines the Leased Premises (or any portion thereof) are required for City use for any municipal purpose other than as a surface parking lot. The City shall exercise the termination option by providing Lessee with 90 days' written notice. In the event the City terminates the Lease with respect to only a portion of the Leased Premises, then the Lease shall remain in force and effect upon the same terms except the Rent shall be adjusted on a prorated basis as acknowledged in writing by the parties. The Director shall have the authority to sign such written acknowledgment on behalf of the City. Lessee shall have the right to terminate this Lease in its entirety in the event the City terminates this Lease so that the remaining land contains less than 90 New Parking Spaces. Lessee's termination right shall be exercisable by written notice from Lessee to the City with 60 days after the City's notice of partial termination to less than 90 New Parking Spaces. If not timely exercised, Lessee's right of termination shall expire.

5. **RENT:** Rent shall commence on the earlier of: a) the completion of Lessee's Improvements as specified in Section 9; or b) nine (9) months after the Effective Date (the "Rent Commencement Date"). The monthly installments of Rent shall be due on the first day of each calendar month of the Term. Rent for any fractional month shall be prorated based on 1/365 of the current annual Rent for each day of the partial month this Lease is in effect, and shall be due on the first day of the first calendar month following the Rent Commencement Date; thereafter, monthly installments of Rent shall be due on the first day of the second full calendar month of the Term and continue thereafter on the first day of each succeeding calendar month during the Term. Within thirty (30) days after the occurrence of the Rent Commencement Date, Lessee shall provide its written confirmation as provided on Exhibit E. The Director shall have the authority to sign such written acknowledgment on behalf of the City. All payments which are past due for more than ten (10) days, shall accrue interest at the rate of ten (10%) per annum from the date due until paid. Should the City specify another party to receive Rent, Lessee will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Lessee is allowed sufficient time to deliver Rents on or before the due date. Rent payable monthly by Lessee

during the Term and, if applicable, the Extended Term shall be:

<b>Year</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
1	\$2,800.00	\$33,600.00
2	\$2,800.00	\$33,600.00
3	\$2,800.00	\$33,600.00
4	\$2,800.00	\$33,600.00
5	\$2,800.00	\$33,600.00
6	\$3,150.00	\$37,800.00
7	\$3,150.00	\$37,800.00
8	\$3,150.00	\$37,800.00
9	\$3,150.00	\$37,800.00
10	\$3,150.00	\$37,800.00
11	\$6,250.00	\$75,000.00
12	\$6,250.00	\$75,000.00
13	\$6,250.00	\$75,000.00
14	\$8,333.33	\$100,000.00
15	\$8,333.33	\$100,000.00

If this Lease expires on a date that is not the last day of the month then the Rent shall be pro-rated accordingly.

In addition to the foregoing, at such time that the City Assessor assesses a Possessory Interest or other related tax to the Leased Premises, Lessee shall pay before delinquency any and its proportionate share of all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, resulting from Lessee's occupation or subletting of the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes include any Possessory Interest taxes resulting from this Lease or a sublease of the Leased Premises. The City shall provide Lessee copies of all tax bills and assessments as the City receives them.

6. **ESCROW AGREEMENT:** In addition to the Rent and other expenses paid by Lessee pursuant to the Lease, upon its execution of the Lease, the Lessee shall also execute an escrow agreement and deposit the sum of one hundred-fifty thousand dollars (\$150,000) into an escrow account with Land Title Guaranty Title pursuant to the terms and conditions of the escrow agreement attached hereto as **Exhibit B**. The foregoing deposit and escrow is made in replacement

of Lessee's prior obligation to deposit landscaping funds pursuant to Section 4 of that certain Purchase and Sale Agreement (Westside Line) dated December 9, 1999 between the City and SDLIP, LLC, Lessee's predecessor in interest (the "Prior Obligation"). Upon deposit of funds and execution of the escrow agreement, the Prior Obligation shall be cancelled and of no further force and effect.

7. **SECURITY DEPOSIT:** None.

8. **USE:** The Leased Premises are to be used and occupied by Lessee solely as a surface parking lot for: a) during business hours, i) first for the tenants occupying Lessee's buildings located at 1740, 1744, 1748, 1752, 1756, 1760, 1764, 1768, 1772, 1774, 1776, 1782, 1786, 1790, 1794, 1798, 1800, 1810, 1820, 1830 Platte Street and 1850 Platte Street (the "Buildings") and invitees and ii) the general public, to the extent available; and b) during nonbusiness hours, to the general public. Lessee, at its sole cost and expense, may operate a circulator bus to serve such tenants, invitees and others. The Lessee 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, ordinances or Executive Orders of the City and County of Denver. The Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its members, employees, officers, agents, invitees and visitors. The Lessee shall comply with all applicable State and Federal environmental regulations.

9. **LESSEE'S IMPROVEMENTS:** Lessee, at its sole cost and expense, shall complete certain improvements pursuant to a conceptual plan dated July 7, 2020 (a copy of which is attached hereto as **Exhibit C**) including but not limited to:

- (a) Design
- (b) Re-striping Existing Parking Spaces as located on the Property outside of but adjacent to the Leased Premises;
- (c) Water tap;
- (d) New Parking Spaces as approved by the Director;
- (e) Lighting;

In addition to the foregoing, Lessee shall install and maintain signage pertaining to the Existing Parking Spaces as approved by the City's Parks & Recreation Department which

signage shall prohibit business use of the Existing Parking Spaces and clearly state that the Existing Parking Spaces are for park use and park visitors use only. Lessee shall complete all improvements and construction in compliance and accordance with all applicable City zoning and building code requirements.

10. **“AS IS” CONDITION:** The Leased Premises are accepted by Lessee in an “AS IS, WHERE IS” condition, with all faults and defects. No additional work will be performed by the City and Lessee hereby accepts the Leased Premises in its as-is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

11. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

12. **ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises with three (3) business days’ prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact Lessee and if the City is unable to contact Lessee and the emergency is imminent, in the City’s sole discretion, the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of Rent by reason thereof. City shall not cause unreasonable interference in the normal course of Lessee's business and Lessee or an authorized employee or agent shall have the right to accompany the City during its inspections.

13. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall surrender the Leased Premises to the City and deliver the Leased Premises to the City, reasonable wear and tear excepted; provided, however, the City shall have the option to require Lessee to demolish and remove all or a portion of the parking lot improvements and restore the Leased Premises to substantially the same condition as it existed as of the Effective Date. In the event the City elects to require Lessee to complete such demolition and removal, the City shall provide written notice to Lessee at least 90 days prior to the expiration of the Lease and Lessee shall have the remainder of the Lease Term or a commercially reasonable period if longer, to complete such work. Any improvements the City elects not to be removed by Lessee shall remain and become the property of the City.

14. **UTILITIES AND MAINTENANCE EXPENSE:** At Lessee’s sole cost and

expense, Lessee shall pay all charges for any water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables allocable to the Leased Premises. In accordance with City standards, Lessee shall perform and pay for all repairs and maintenance of all hardscaping, including but not limited to the asphalt and concrete, as well as all landscaping. Lessee shall be responsible for arranging for, and paying all deposits, fees and charges associated with (i) parking management, including any circulator shuttle bus, (ii) snow removal, (iii) debris and waste removal services, (iv) utilities and (v) any other service provider for the Leased Premises. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

15. **DEFENSE AND INDEMNIFICATION:**

(a) Lessee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to injuries to persons or property of the City, its employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever (“Claims”), except to the extent such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessee or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Lessee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) Lessee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

(d) Insurance coverage requirements specified in this Lease shall in no way

lessen or limit the liability of the Lessee under the terms of this indemnification obligation. The Lessee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Lease.

16. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee, its members, agents, employees, contractors or invitees for any loss or damage to any personal property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. In the event of a casualty to the Leased Premises, Lessee shall immediately give notice thereof to City. Lessee will owe no Rent for any period during which Lessee is substantially deprived of access to, or the use of, the Leased Premises due to casualty, road closure or other event which is not the fault of the Lessee. In case of total or partial destruction of the Leased Premises, the Lessee, at its sole and absolute discretion and at its sole cost and expense, may repair the Leased Premises with reasonable dispatch after notice of said partial destruction. If the Leased Premises are destroyed and made unusable as a surface parking lot to the point where the Lessee, within a reasonable time, decides not to repair the Leased Premises, then this Lease shall terminate and any Rent shall be prorated and payable only up until the time of the partial or full destruction of the Leased Premises.

17. **HAZARDOUS SUBSTANCES**: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, contractors, or invitees except as necessary for the existing operations, and in strict compliance with all Hazardous Substance use, storage, disposal and handling rules, laws, policies and regulations in effect at the time of this Lease, as such items may be amended, replaced or superseded. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or to the air or water, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term or Extended Term and arising as a result of those actions or

inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision which arises from the actions or inactions of Lessee, Lessee's agent, employees, contractors or invitees. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain City's approval for any such remedial action. 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 oils.

18. **HOLDING OVER:** If after the termination of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continues 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 Lessee's occupancy, and at a Rent equivalent to 150% of the then current Rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

19. **REMEDIES UPON BREACH; CROSS-DEFAULT:** In the event of a breach or default of this Lease by Lessee, subject to the notice and cure rights in Section 19(c), the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate of ten percent (10%) per annum from

the due date; (iii) the balance of the Rent for the remainder of the Term (or Extended Term, if applicable) less any rents the City receives for the Leased Premises for said period; (iv) actual damages for the wrongful withholding of the Leased Premises by Lessee; (v) unpaid taxes or assessments due under this Lease; and (vi) any other sum of money in damages owed by Lessee to City as a result of its use and occupancy of the Leased Premises.

(b) Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such breach to the Lessee and provide thirty (30) days from the date of such notice to cure the noted breach provided however if the nature of the default does not involve the payment of money and cure would reasonably require a longer period, Lessee shall have such longer period to cure the default so long as Lessee commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion with completion of such cure within one hundred twenty (120) days after the expiration of the initial thirty (30) day cure period.

(c) Any breach or default of the Escrow Agreement by Lessee, after expiration of notice and cure rights, shall also constitute a breach or default under the Lease and the City may elect to terminate this Lease and pursue all right and remedies as described herein, including termination of the Lease.

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

21. **INSURANCE:**

(a) General Conditions: Lessee agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Lessee shall keep the required insurance coverage in force at all times during the Term and, if applicable, Extended Term of the Lease, or any extension thereof. The required insurance shall be occurrence policies 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. Such

notice shall reference the City contract number listed on the signature page 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, Lessee 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) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Lessee. Lessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessee. The Lessee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

(b) **Proof of Insurance:** Lessee shall provide a copy of this Lease to its insurance agent or broker. Lessee may not commence services or work relating to the Lease prior to placement of coverages required under this Lease. Lessee certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the Certificate. 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 Lessee's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds:** For Commercial General Liability and Auto Liability, Lessee and any sub-lessee's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) **Waiver of Subrogation:** For all coverages required under this Lease, with the exception of Professional Liability - if required, Lessee's insurer shall waive subrogation rights against the City.

(e) **Workers' Compensation/Employer's Liability Insurance:** Lessee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all

bodily injuries caused by disease claims. Lessee expressly represents to the City, as a material representation upon which the City is relying in entering into this Lease, that none of the Lessee's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Lease, and that any such rejections previously effected, have been revoked as of the date Lessee executes this Lease.

(f) **Commercial General Liability:** Lessee 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, and \$2,000,000 policy aggregate.

(g) **Business Automobile Liability:** Lessee shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Lease.

(h) **Additional Provisions:**

i. For Commercial General Liability and Business Automobile Liability, the policy must provide the following:

- 1) That this Lease is an Insured Contract under the policy;
- 2) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- 3) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

ii. For claims-made coverage: N/A

iii. Lessee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Lessee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22. **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.

23. **ASSIGNMENT AND RIGHT TO SUBLEASE**: Lessee shall not assign or transfer its rights under this Lease or sublet the Leased Premises without first obtaining the written consent of the Director, except for licenses for Lessee's licensees using the New Parking Spaces. Such consent may be withheld in the Director's sole and absolute discretion except for an assignment/collateral assignment to successor owners and mortgagees of the 1740 – 1830 Platte St. Building where the Director's consent shall not be unreasonably withheld.

24. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS**: The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

25. **PAYMENT OF CITY MINIMUM WAGE**: Lessee 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 Lease, Lessee expressly acknowledges that Lessee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Lessee, 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.

26. **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Lessee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years



To Lessee: PRRC LLC  
c/o Grand American Inc.  
1760 Platte St.  
Denver, CO 80202  
Attn: Phil Hodgkinson

With copies to: Grand American Inc.  
2510 Main St.  
Suite 210  
Santa Monica, CA 90405  
Attn: President

And to: Steven M. Sommers  
The Law Firm of Steven M. Sommers, Ltd.  
3900 E. Mexico  
Suite 300  
Denver, CO 80210

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. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein and Exhibits hereto 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.

33. **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 or 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 the Lease shall be deemed or taken to be a waiver of any other default or breach.

34. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee 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.

35. **CONFLICT OF INTEREST BY CITY OFFICER**: Lessee 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.

36. **APPROPRIATION:** All monetary obligations of the City under and pursuant to this Lease, if any, are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

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

38. **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.

39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Lessee consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Lease 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 the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

40. **NO RECORDATION:** The City and Lessee acknowledge and agree that neither this Lease nor any memorandum or affidavit thereof shall be recorded of public record.

41. **EFFECTIVE DATE:** This Lease is expressly subject to and shall not be or become effective or binding on the City until 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 (“Effective Date”).

[REMAINDER OF PAGE LEFT BLANK; CITY GENERATED  
SIGNATURE PAGES FOLLOW]

**Contract Control Number:** FINAN-202157861-00  
**Contractor Name:** PRRC LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

FINAN-202157861-00  
PRRC LLC

By: PRRC Management Co., a Colorado corporation, Manager

By: *Please see next page for signature*

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

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

ATTEST: [if required]

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

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

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

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

FINAN-202157861-00  
PRRC LLC

By: PRRC Management Co., a Colorado corporation, Manager

By: 

Name: Paul Hodgkinson  
(please print)

Title: MANAGER  
(please print)

ATTEST: [if required]

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

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

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

## EXHIBIT A - LEASED PREMISES

A parcel of land in the northeast quarter of Section 27, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, in the City and County of Denver Colorado, more particularly described as follows:

**Beginning** at the northwest corner of the RTD parcel assigned schedule number 0228129032000 by the City and County of Denver Assessor's office;

Thence easterly along the northerly line of said RTD parcel to the northeast corner of said RTD parcel;

Thence southerly along the easterly line of said RTD parcel to the southeast corner of said RTD parcel;

Thence easterly along the extended southerly line of said RTD parcel to the parcel described in a warranty deed recorded March 29<sup>th</sup>, 2018 at reception number 2018036538 (IRET Parcel) in the records of the Clerk and Recorder of the City and County of Denver, Colorado;

Thence along the northwesterly line of said IRET Parcel the following five (5) courses;

Thence northeasterly 553 feet, more or less;

Thence northwesterly 34 feet, more or less;

Thence northeasterly 514 feet, more or less;

Thence southeasterly 34 feet, more or less;

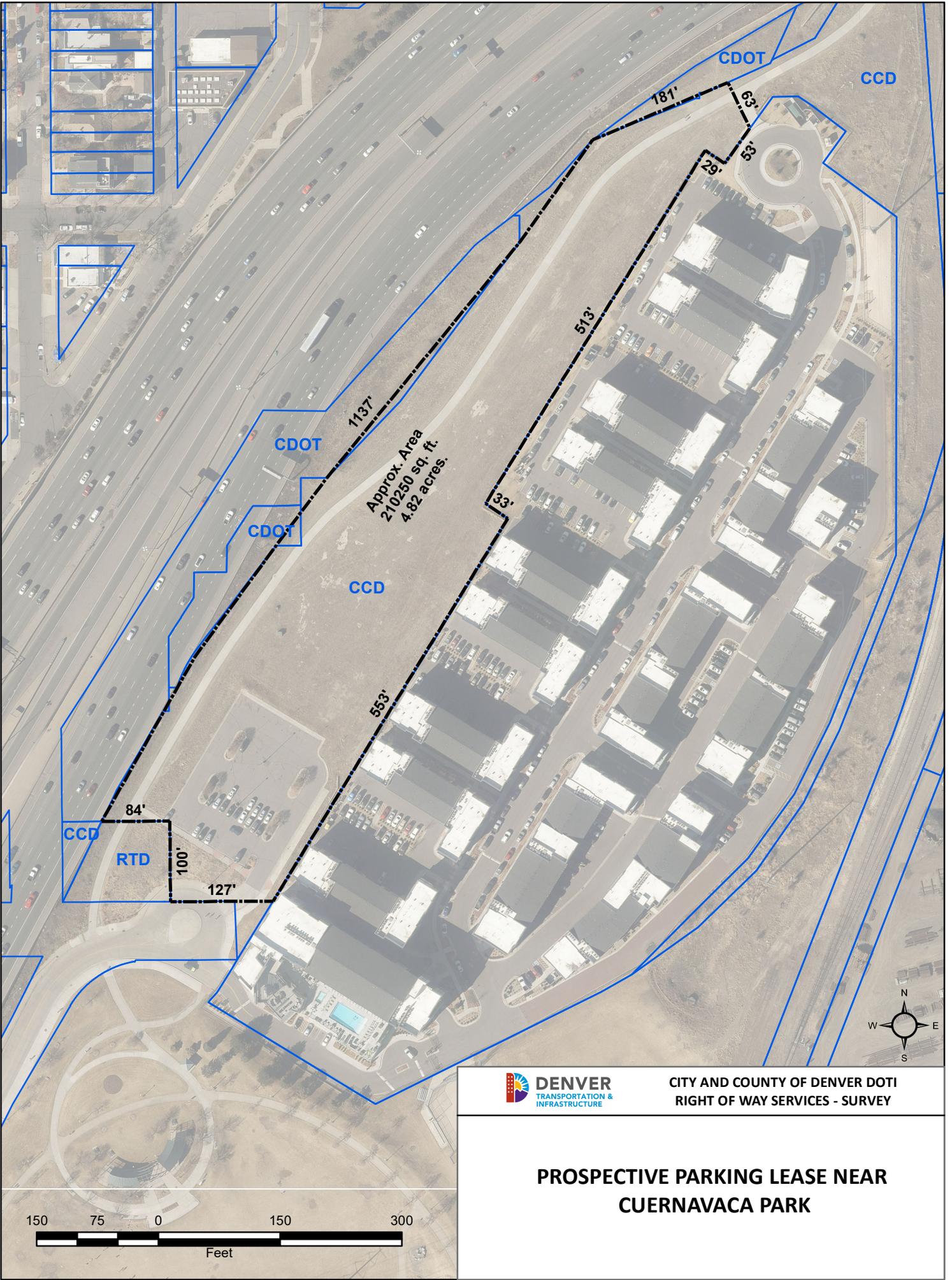
Thence northeasterly 53 feet, more or less;

Thence northwesterly 63 feet more or less, to a point that is 181 feet, more or less northeasterly of the southwest corner of the Colorado Department of Transportation parcel (CDOT Parcel) assigned schedule number 0228117005000 by the City and County of Denver Assessor's office;

Thence southwesterly along the southeasterly line of said CDOT Parcel to the southwesterly corner of said parcel;

Thence southwesterly, along the southeasterly line of Interstate 25, 1137 feet, more or less, to the **Point of Beginning**.

Containing 210,250 square feet, or 4.82 acres, more or less.



**DENVER**  
CITY AND COUNTY OF DENVER DOTI  
TRANSPORTATION &  
INFRASTRUCTURE  
RIGHT OF WAY SERVICES - SURVEY

**PROSPECTIVE PARKING LEASE NEAR  
CUERNAVACA PARK**

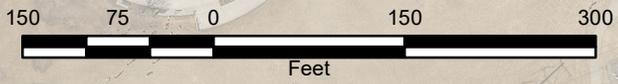


EXHIBIT B

**FORM OF ESCROW AGREEMENT**

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this "**Agreement**") is made as of the Effective Date (defined below) by and among PRRC LLC, a Colorado limited liability company ("**Lessee**"), City and County of Denver, a home rule municipal corporation of the State of Colorado ("**City**"), and Land Title Guarantee Company ("**Escrow Agent**").

PRELIMINARY STATEMENT

A. Lessee and City entered into that certain Lease Agreement dated \_\_\_\_\_ (the "**Lease Agreement**") with respect to the lease by Lessee of certain real property owned by the City. Initially capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease Agreement.

B. Concurrently with the execution of this Agreement and pursuant to the terms of the Lease Agreement, Lessee shall deliver to Escrow Agent and Escrow Agent shall hold in escrow a total amount equal to One Hundred Fifty Thousand Dollars (\$150,000.00) (the "**Escrow Amount**"), which amount represents the estimated cost (as calculated as of the Effective Date) for the design and/or construction of certain improvements to a segment of the West Line recreational trail ("**Improvements**") that crosses Lessee's real property located at 1744, 1748, 1752, 1756, 1760, 1764, 1768, 1772, 1774, 1776, 1782, 1786, 1790, 1794, 1798, 1800, 1810, 1820, and 1830 Platte Street, Denver, Colorado as depicted on **Exhibit A** attached hereto and made a part hereof (the "**Property**"). Lessee and City now desire to enter into an agreement with Escrow Agent with respect to the Escrow Amount.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein as operative provisions of this Agreement.

2. Creation of Escrow. Escrow Agent has received from Lessee the Escrow Amount to hold the same in escrow pursuant to the terms and conditions set forth in this Agreement. Upon receipt of an executed W-9 Form from Lessee stating Lessee's Federal Tax Identification Number (which shall be delivered by Lessee to Escrow Agent concurrently with its execution of this Agreement), Escrow Agent shall place the Escrow Amount in a segregated interest-bearing account as more particularly set forth in Section 4 below (the "**Escrow Account**").

3. Administration of Escrow.

(a) During the first five (5) years of the Term of the Lease Agreement, Lessee and City shall collaborate with each other to develop and approve mutually acceptable design and/or construction plans for the Improvements on the Property. Upon full execution of a City construction and/or design contract(s) (“**Contract(s)**”) totaling no less than the Escrow Amount for the Improvements, City shall deliver to Escrow Agent and Lessee a copy of such fully executed Contract(s) together with a written request for disbursement from the Escrow Account (the “**Disbursement Request**”).

(b) Within fifteen (15) days of receiving the Disbursement Request, Escrow Agent shall disburse the Escrow Amount to City without further action by Lessee or City.

(c) In the event that City does not deliver a Disbursement Request to Escrow Agent within five (5) years from the date of the Lease Agreement, then the Escrow Agent shall disburse the Escrow Amount to Lessee. Within one (1) year of date of disbursement of the Escrow Amount to Lessee, Lessee shall apply the entire Escrow Amount towards general landscape improvements on the portion of the West Line recreational trail that crosses the Property. This Section 3(c) shall survive termination of the Escrow Agreement.

4. Investment of Escrow Accounts. Escrow Agent is hereby directed to invest the Escrow Amount in one-month U.S. Treasury Bills, certificates of deposit or such other interest bearing accounts or securities as Lessee may direct. Escrow Agent shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow. All interest earned on the Escrow Amount shall be retained in escrow in accordance with the terms of this Agreement and shall constitute part of the Escrow Amount. Any taxes on such interest shall be paid by Lessee. Copies of any interest statements shall be forwarded to Lessee.

5. Termination of Escrow Account. Upon the disbursement of the Escrow Amount by Escrow Agent pursuant to Section 3 above, Escrow Agent shall close the Escrow Account and except for Lessee’s obligations under Section 3(c) above, this Agreement shall terminate.

6. Notices. Any notice or other communication required or permitted to be given under this Agreement notices shall be in writing and shall be (a) personally delivered; (b) delivered by a reputable overnight courier; (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid or (d) delivered by e-mail. E-mail notices shall be deemed valid only to the extent they are actually received by the individual to whom addressed, which receipt can be confirmed by the sender via electronic confirmation; provided that a duplicate copy is also sent via another means of delivery set forth in this Section 5. Notices shall be deemed received at the earliest of (1) actual receipt in the case of personal delivery or electronic transmission; or (2) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (3) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

City at:

City and County of Denver  
Division of Real Estate  
Attention: Director of Real Estate  
201 W. Colfax Avenue  
Dept. 1010  
Denver, CO 80202

Lessee at:

PRRC LLC  
c/o Grand American Inc.  
1760 Platte St.  
Denver, CO 80202  
Attn: Phil Hodgkinson

With a copy to:

City and County of Denver  
City Attorney's Office  
201 W. Colfax Avenue  
Dept. 1207  
Denver, CO 80202

With copy to:

Grand American Inc.  
2510 Main St.  
Suite 210  
Santa Monica, CA 90405  
Attn: President

Escrow Agent:

Land Title Guarantee Company  
3033 East First Avenue, Suite 600  
Denver, CO 80206  
Attention: Tom Blake

With copy to:

The Law Firm of Steven M. Sommers, Ltd.  
3900 E. Mexico St.  
Suite 300  
Denver, CO 80210

7. Reliance. Escrow Agent shall not incur any liability with respect to (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent under this Agreement, except those that constitute gross negligence or willful misconduct, or (b) any action taken or omitted in reliance on any instrument, written notice (including a Disbursement Request) or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument.

8. Entire Agreement. This Agreement (including any provisions herein referencing the Lease Agreement) constitutes the entire agreement between Escrow Agent, on the one hand, and Lessee and City, on the other hand, with respect to the matters set forth herein and

supersedes all other prior and contemporaneous agreements, whether oral or written, express or implied; provided, however, that as between City and Lessee the terms and provisions of this Agreement shall in no event amend or modify any of the rights and obligations of City and Lessee as set forth in, or any other term or provision of, the Lease Agreement.

9. Miscellaneous. This Agreement may not be modified or amended except by a writing executed by all parties. Every consent, excuse, delay, deviation or waiver from the specific terms of this Agreement must be in writing and signed by the party adversely affected and shall only apply to the action described in the writing. The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement. If any term, covenant or condition of the Agreement or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State in which the Property is located. Time is of the essence for the payment and performance of all obligations under this Agreement. Each of the individuals executing this Agreement on behalf of a party has been authorized to do so and has the power to bind the party for whom he or she is signing. This Agreement shall be for the exclusive benefit of the parties hereto and no other person is or shall be deemed to be a third-party beneficiary of the terms hereof.

10. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, legal representatives, successors and assigns.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that PDF or facsimile signatures shall be binding as if they were original signatures.

12. Costs. The fees of the Escrow Agent for the services set forth in this Agreement shall be paid one-half by City and one-half by Lessee.

13. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce or interpret their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, will be entitled to reasonable out-of-pocket attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

14. Cross-Default Provision. Any default by Lessee in the performance or observance of this Agreement, including the failure to expend the Escrow Amount as provided in Section 3 (c), after notice and applicable cure period has expired, shall be deemed a default under the Lease Agreement and City may exercise all or any remedies available to City under the terms of the Lease Agreement

15. Additional Escrow Provisions.

(a) Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of same; or the identity, authority, or rights of any person executing or depositing the same. Funds in escrow shall not be assignable in whole or in part by any party and shall not be pledged, mortgaged, or hypothecated.

(b) The parties hereto further agree that Escrow Agent assumes no liability for and is expressly released from any claim or claims whatsoever in connection with the receiving, retaining and delivering of the above papers and funds except to account for payment and/or delivery made thereon, and also except for any claim arising out of Escrow Agent's willful misconduct or gross negligence. In the event of any dispute between the parties hereto, or in the event any proceedings for resolution of any dispute between the parties hereto with respect to the disposition of any funds or instruments held by Escrow Agent are not begun and diligently continued, Escrow Agent may, but is not required to, retain counsel and bring an appropriate action or proceeding for leave to deposit such funds and/or instruments with a court of competent jurisdiction pending resolution of such dispute (provided that, as between Lessee and City, nothing herein will be deemed to modify the dispute resolution mechanism set forth in the Lease Agreement). Escrow Agent shall be reimbursed by the parties hereto for all costs and expenses, including reasonable out-of-pocket attorneys' fees and disbursements, actually incurred by Escrow Agent in connection with any such action or proceeding. Upon delivery of such funds and/or instruments to a court of competent jurisdiction as provided above, Escrow Agent shall have no further liability hereunder. If threatened with litigation, Escrow Agent is hereby authorized by the parties to interplead all interested parties in any court of competent jurisdiction and to deposit such funds and instruments with said court, and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, costs or damages incurred, including but not limited to reasonable attorneys' fees, by reason of this Agreement or the subject matter hereof or any cause of action which may be filed in connection therewith and to pay Escrow Agent, upon demand all such costs, fees and expenses so incurred, except those costs, fees and expenses arising by reason of Escrow Agent's willful misconduct or gross negligence.

(c) Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own willful misconduct or gross negligence, and Escrow Agent shall have no duties to anyone except those signing this instrument.

(d) Escrow Agent assumes no liability and the parties hereto consent and agree that Escrow Agent shall have no liability for any defalcation, insolvency, receivership or conservatorship of any bank in which the funds held hereunder are deposited; nor shall Escrow Agent have any liability due to any of the parties other than Escrow Agent filing for bankruptcy

or the consequences or effect of such a bankruptcy on the funds and/or documents deposited hereunder.

*[Remainder of page intentionally left blank; signatures and schedules follow]*

EXHIBIT A to Escrow Agreement

DEPICTION OF WEST LINE TRAIL ON PROPERTY

EXHIBIT A to Escrow Agreement





SITE PLAN

PARKING COUNTS - EXISTING		PARKING COUNTS - PROPOSED		PARKING COUNTS - COMBINED	
STANDARD PARKING	: 57 COUNTS	STANDARD PARKING	: 164 COUNTS	STANDARD PARKING	: 221 COUNTS
HANDICAP PARKING	: 3 COUNTS	HANDICAP PARKING	: 4 COUNTS	HANDICAP PARKING	: 7 COUNTS
SUBTOTAL	: 60 COUNTS	SUBTOTAL	: 168 COUNTS	GRAND TOTAL	: 228 COUNTS

PLATTE RIVER ROWING CLUB AT CUERNAVACA PARK | PARKING STUDY



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

2/11/2021

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).

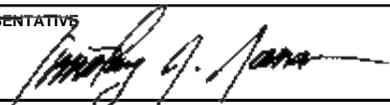
<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Co of America			25674
<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut			25682
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES** GRAME01      **CERTIFICATE NUMBER:** 17365275      **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630-3R707551-TIL-20	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-3R709114-TCT-20	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/ Coll DED \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	Y	CUP-3R709673-TIL20	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB-3R709384-TIL-20	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: 3300 N. Kalamath Street, Denver, Colorado. City and County of Denver, its elected and appointed officials, employees and volunteers is/are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language.

<b>CERTIFICATE HOLDER</b> <b>17365275</b> City and County of Denver 201 W. Colfax Ave Dept. 1010 Denver CO 80204	<b>CANCELLATION</b> See Attachments  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 
---	--

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City and County of Denver

201 W. Colfax Ave  
Dept. 1010  
Denver, CO 80204

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17365275**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC - Pacific Series**

Lockton Insurance Brokers, LLC  
License #0F15767  
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524  
213-689-0065 / FAX: 213-689-0550  
lockton.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured — Unnamed Subsidiaries
- B. Who Is An Insured — Employees And Volunteer Workers — Bodily Injury To Co-Employees And Co-Volunteer Workers
- C. Who Is An Insured — Newly Acquired Or Formed Limited Liability Companies
- D. Blanket Additional Insured — Broad Form Vendors
- E. Blanket Additional Insured — Controlling Interest
- F. Blanket Additional Insured — Mortgagees, Assignees, Successors Or Receivers
- G. Blanket Additional Insured — Governmental Entities — Permits Or Authorizations Relating To Premises
- H. Blanket Additional Insured — Governmental Entities — Permits Or Authorizations Relating To Operations
- I. Blanket Additional Insured — Grantors Of Franchises
- J. Incidental Medical Malpractice
- K. Blanket Waiver Of Subrogation

### PROVISIONS

#### A. WHO IS AN INSURED — UNNAMED SUBSIDIARIES

The following is added to SECTION II — WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II — Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

#### B. WHO IS AN INSURED — EMPLOYEES AND VOLUNTEER WORKERS — BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of SECTION II — WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

COMMERCIAL GENERAL LIABILITY

your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED — NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II — WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II — Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED — BROAD FORM VENDORS

The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**E. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST**

1. The following is added to SECTION II —WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II — WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**F. BLANKET ADDITIONAL INSURED — MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

- The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**G. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

- The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings,

COMMERCIAL GENERAL LIABILITY

canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED GRANTORS OF FRANCHISES

The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental

medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II — WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III — LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I — COVERAGES — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not

subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

K. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.