

**LEASE AGREEMENT
(4040 North Quebec Street)**

THIS LEASE AGREEMENT (“**Lease**”) is made and entered into as of the Effective Date (defined below) by and between the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado (“**City**”), and URBAN ALCHEMY, a California nonprofit corporation, whose address is 981 Howard Street, Unit 2B, San Francisco, CA 94103 (“**Tenant**” or “**Lessee**”). The City and Tenant may be referred to individually herein as a “**Party**” and collectively as the “**Parties**”.

W I T N E S S E T H:

WHEREAS, the City is the owner of certain property located at 4040 North Quebec Street, Denver, Colorado 80216 (“**Premises**”), which is not required for City use during the duration of the Term (defined below); and

WHEREAS, consistent with the parameters set forth in this Lease and that certain “Agreement” (HOST-202581857) for services by and between the Parties dated on or about December 10, 2025 (“**Services Agreement**”), the City is desirous of leasing the Premises to Tenant to operate a shelter for people experiencing homelessness;

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

1. **LEASE OF PREMISES**: Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Tenant, and Tenant does hereby lease from the City, the Premises, which are more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Director of Real Estate (the “**Director**”) to correct minor, technical errors.

2. **TERM AND RENEWAL OPTION**: The “**Term**” of this Lease shall begin on January 1, 2026, and expire at 11:59 pm Mountain Time on December 31, 2026, unless extended or sooner terminated pursuant to the terms of this Lease. The Parties shall collectively have two (2) options to renew and extend the Term of this Lease for an additional twelve (12) months (each, an “**Option to Renew**”). Each Option to Renew shall be exercised, if at all, by a written letter agreement or an amendment to this Lease which must be mutually executed and delivered no later

than thirty (30) days prior to the expiration date of the then-current Term. The Director may execute, on behalf of the City, such letter agreement or Lease amendment evidencing the Parties' exercise of an Option to Renew.

3. **RENT**: The annual rent for the Term of this Lease shall be TEN DOLLARS AND ZERO CENTS (\$10.00) ("**Rent**"). Unless otherwise agreed upon by the Parties, Rent shall be paid within ten (10) days after the Effective Date of this Lease, or, if an Option to Renew is exercised, no later than the commencement of such renewed and extended Term of this Lease. In addition to the foregoing, at such time that the City Assessor assesses a possessory interest or other tax, assessment, or charge of or related to the Premises, Tenant shall pay before delinquency any and all such taxes, assessments, or other charges, including without limitation all taxes, assessments, or other charges levied, assessed or imposed as a result of or relating to (a) Tenant's operations, occupancy, or conduct of business at the Premises; (b) Tenant's occupation or subletting of the Premises (provided the foregoing shall not permit Tenant to sublet the Premises unless such subletting is expressly allowed elsewhere in this Lease); or (c) Tenant's equipment, furniture, appliances, trade fixtures, or other personal property of any kind located on the Premises.

4. **USE**: The Premises are to be used and occupied by Tenant solely for the purposes of operating a shelter for people experiencing homelessness and other supportive services as provided for in the Services Agreement. Tenant shall use the Premises in a careful, safe, and proper manner, and shall not use or permit the Premises to be used for any purpose prohibited by the Services Agreement or 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. Tenant shall not commit or suffer to be committed any waste or damage upon the Premises or any nuisance to be created or maintained thereon. In addition to and without limitation of Tenant's obligations under the Services Agreement, Tenant shall keep the Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees, volunteers and visitors (collectively, the "**Tenant Parties**"). If Tenant receives a notice from or is otherwise informed by any governmental authority or agency, including, without limitation, any agency of the City, with respect to the Premises, including, without limitation, any notice or information that all or any portion of the Premises or Tenant's operations thereon, or any notice or information that Tenant or any other Tenant Parties located in, on, or about the Premises, are subject to inspection or

investigation or are or may be in violation of any applicable laws, rules or regulations, then Tenant shall immediately provide a copy of such notice to the Director at realestate@denvergov.org.

5. **“AS IS” CONDITION**: Without waiver or limitation of the Parties’ respective rights and obligations in Section 11 and elsewhere in this Lease, (a) the Premises are accepted on the Effective Date by Tenant in an “AS IS, WHERE IS” condition, with all faults and defects; (b) no additional work will be performed by the City to make the Premises ready for occupancy, and Tenant hereby accepts the Premises on the Effective Date in their as-is condition; and (c) 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 Premises.

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

7. **MAINTENANCE AND OPERATIONS COSTS AND CHARGES**:

(a) The Parties agree to the distribution of responsibilities for services relating to the care and maintenance of the Premises as described in the Scope of Work and Maintenance Matrix attached hereto as **Exhibit B** and incorporated herein (“**Matrix**”). The Matrix may be modified upon the written authorization of the Director to correct minor, technical errors. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of the services referenced in the Matrix. Tenant shall have no right to make repairs to the Premises at the City's expense.

(b) The City at its sole discretion reserves the right to undertake capital improvements during the Term of this Lease at its own expense. The City agrees that it will notify Tenant before undertaking any such improvements.

(c) Notwithstanding anything to the contrary in the Matrix or elsewhere in this Lease, if injury to any person or damage to the Premises or any other property is caused by Tenant or any of the other Tenant Parties (including by or to any service animals), then Tenant shall be responsible for such injury or damage and shall promptly repair, at its own expense, any such damage.

(d) Unless caused by the sole negligence or willful misconduct of the City or by the City’s failure to observe or perform any of its obligations in the Matrix, Tenant shall take

immediate actions at its sole expense to remediate or resolve any conditions or activities existing or occurring in, on, or about the Premises that pose a risk to the safety of any person or may result in any damage to the Premises or any other property, including, without limitation, any conditions or activities that are not permitted under this Lease, the Services Agreement, or any applicable law, rule or regulation.

(e) Tenant shall immediately notify the City of any damage to the Premises including, but not limited to, any life safety issues, structural issues, fires, and/or water issues.

(f) If Tenant requires emergency services assistance and/or dials 911 for service at the Premises, Tenant agrees to also notify the Director of the incident as soon as practical, and in any event within twenty-four (24) hours of the incident.

(g) All requests for maintenance and repair to the City, if applicable, must be sent to the City through their preferred method of notification.

8. **IMPROVEMENTS AND ALTERATIONS:**

(a) By City: Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character in, on, or about the Premises during the Term of this Lease.

(b) By Tenant: Tenant, to include any Tenant Parties and any volunteers, shall make no alterations in or additions to, nor post any signage on, the Premises without first obtaining the written consent of the Director on behalf of the City, which consent shall be within the City's sole discretion. Tenant shall, after obtaining the written consent of the Director, repair any damage resulting from the occupancy or use of the Premises by Tenant or any of the other Tenant Parties, and shall defend, indemnify and hold the City harmless against and from any injury, liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed by or on behalf of, or materials or supplies furnished to, Tenant, any of the other Tenant Parties, or any persons claiming under Tenant. Volunteers, if approved to conduct work onsite by the Director, shall be subject to prevailing wage, insurance requirements, and all social ordinances. The City reserves the right to disallow volunteers on or in the Premises for any reason.

(c) **ENTRY BY CITY**: Tenant shall permit representatives of the City to enter into and upon the Premises at all reasonable hours to inspect the same, and make any repairs

deemed necessary by the City (provided the City shall have no obligation to do so), and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof.

9. **CARE AND SURRENDER OF THE PREMISES:** At the termination of this Lease, Tenant shall deliver the Premises to the City in the same condition as the Premises were in at the beginning of the Term, ordinary wear and tear excepted; and Tenant shall remove all of Tenant's movable furniture and other effects. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Tenant or any other person, and without obligation to account therefor, and Tenant shall pay the City all expenses incurred in connection with disposing of such property. Without the prior written consent of the City, Tenant shall not remove, and shall cause to remain in or on the Premises, any and all items of real and personal property that were located in or on the Premises on the Effective Date of this Lease or were otherwise provided, installed, or paid for by or on behalf of the City during the Term (collectively, “**City Property**”). The items of City Property that Tenant shall not remove from the Premises include, without limitation, any security cameras in, on or about the Premises. If during the Term Tenant has used or operated any of the City Property, including, without limitation, any security cameras or other security systems, under a license or other agreement with a third party, then upon the expiration or termination of the Term, Tenant shall cause any such license or other agreements as are requested by the City to be assigned or otherwise transferred to the City. The City hereby requires, and Tenant agrees to attend, a final walkthrough of the Premises at or around the expiration or termination of this Lease for purposes of verifying Tenant’s compliance with this section and the other provisions of this Lease and the Services Agreement. Tenant's obligations under this section shall survive the expiration or termination of this Lease.

10. **INDEMNITY:**

(a) Except as otherwise provided herein, Tenant hereby agrees to defend, indemnify, reimburse and hold harmless the City and its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for injuries or damages to persons or property arising out of, resulting from, or relating to this Lease, whether during the Term or after (each, a “**Claim**” and collectively the “**Claims**”), unless such Claim has been specifically determined by the trier of fact to be the result of the sole negligence or willful misconduct of the City, however, the following types of Claims are excepted: (i) any and all Claims

arising from or relating to asbestos-containing materials at the Premises prior to Tenant's occupancy but only to the extent any injuries or damages are not exacerbated by Tenant's acts or omissions, and (ii) any and all Claims arising from other Hazardous Substances (as defined below) already present at the Premises prior to Tenant's occupancy but only to the extent any injuries or damages are not exacerbated by Tenant's acts or omissions (the "**Excepted Claims**"). This indemnity shall be interpreted in the broadest possible manner so that the City is indemnified for any acts or omissions of Tenant or any of the other Tenant Parties, whether passive or active and irrespective of fault, including any fault resulting from the City's concurrent negligence, whether active or passive, except for the sole negligence or willful misconduct of the City.

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

(c) Tenant shall defend any and all Claims which may be brought or threatened against the City and shall pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

(d) Insurance coverage requirements specified in this Lease shall in no way lessen or limit the liability of Tenant under the terms of this defense and indemnification obligation. Tenant shall obtain, at its own expense, any additional insurance it deems necessary for the City's protection.

(e) The defense, indemnification, and other obligations in this section shall survive the expiration or termination of this Lease.

11. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, Act of God, 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 fire or other casualty in or to the Premises, Tenant shall immediately give notice thereof to the City. If the Premises, through no fault or neglect of Tenant

or any of the other Tenant Parties, shall be partially destroyed by fire or other casualty so as to render the Premises untenable, and if the City elects to repair the same, this Lease shall continue in full force and effect provided that, in the event such repairs cannot be made within ninety (90) days, Tenant may elect to terminate this Lease. If, through no fault or neglect of Tenant or any of the other Tenant Parties, the Premises are either totally destroyed or are partially destroyed and the City decides not to repair or rebuild (which decision the City may make in its sole discretion), then all Rent owed up to the time of such destruction shall be paid by Tenant and this Lease shall terminate.

12. **HAZARDOUS SUBSTANCES:**

(a) Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of in, on, or about the Premises by Tenant or any of the other Tenant Parties. If Hazardous Substances are used, stored, generated, or disposed of in, on, or about the Premises, or if the Premises become contaminated in any manner due to the actions or inactions of Tenant or any of the other Tenant Parties, Tenant shall defend, indemnify, and hold harmless the City against and 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, damages caused by adverse impact on marketing of the space, and/or any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of those actions or inactions by Tenant or any of the other Tenant Parties. 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. Without limitation of the foregoing, if Tenant or any of the other Tenant Parties causes or permits the presence of any Hazardous Substance in, on, or about the Premises and that results in contamination of the Premises, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance, provided that Tenant shall first obtain the 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 materials 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.

(b) The Parties are aware that the building on the Premises ("**Building**") contains certain Hazardous Substances, including asbestos, and the Parties agree that the asbestos will be managed in place from and after the Effective Date. In connection with the foregoing, the Parties shall have the following obligations:

(i) Tenant Obligations: As required by the Services Agreement, Tenant shall conduct regular inspections of the Premises, including the Building and all Building systems, common areas, and individual units. As required by Section 7 of this Lease, if Tenant discovers or is otherwise made aware of any damage to or potentially dangerous condition of the Building or the Premises, including any life safety issues, structural issues, fires, or water issues, or if Tenant observes holes in the Building's drywall that are greater than three-quarters of an inch (3/4") in size, Tenant shall immediately notify the City of such damage in the manner specified by the City ("**Damage Notice**"). Tenant shall thereafter permit the City and its employees, agents, contractors, consultants, and vendors to enter upon the Building and Premises to cause the damage or condition that is the subject of the Damage Notice to be repaired, including the abatement of any asbestos if required by applicable laws, and Tenant understands and agrees that portions of the Building and Premises may be blocked and/or otherwise inaccessible while such repairs are being made. Notwithstanding anything to the contrary elsewhere in this Lease or in the Services Agreement, the City shall have the sole right, and Tenant shall have no right, to make repairs that are or should be the subject of a Damage Notice under this section. Tenant shall pay upon demand the cost of any such repairs that are the result of the actions or omissions of Tenant or any of the other Tenant Parties, failing which the City shall have the rights and remedies available to it under this Lease, the Services Agreement, and applicable laws.

(ii) City Obligations: The City shall have the obligation to promptly respond to any Damage Notice properly submitted to it by Tenant, including making or causing to be made any necessary repairs and performing any asbestos abatement if required by applicable laws; provided that, any required asbestos abatement shall be performed by contractors or vendors that are properly certified under applicable laws to conduct such work, and all such work shall be performed in compliance with all applicable laws. Subject to the provisions of Section 32 of this Lease, all repair and abatement work performed in accordance with a properly submitted Damage

Notice shall be at the sole cost and expense of the City, except for any repair or abatement work that is the result of the actions or omissions of Tenant or any of the other Tenant Parties, which work shall be performed by or on behalf of the City at the sole cost and expense of Tenant as provided above in this section.

13. **HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Tenant shall remain in possession of the Premises or any part thereof, and continues to pay Rent, with the explicit or tacit consent of the City but without any express agreement as to such holding over, 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 Tenant's occupancy. Such holding over may be terminated by the City or Tenant upon ten (10) days' notice. In the event Tenant fails to surrender the Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Tenant shall defend, indemnify, and hold harmless the City against and from any loss or liability resulting from any delayed surrender of the Premises.

14. **BREACH AND REMEDIES:**

(a) In the event of a breach of this Lease by Tenant, and if such breach is not cured by Tenant within fifteen (15) days after written notice thereof from the City to Tenant, then the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided under this Lease, the Services Agreement, at law, or in equity, all of which rights and remedies shall survive the expiration or termination of this Lease. The City may terminate this Lease or terminate Tenant's right to possession of the Premises (with or without terminating this Lease) and forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination; (iii) the balance of the Rent for the remainder of the Term less any rents the City receives for the Premises for the remainder of the Term; (iv) damages for the wrongful withholding of the Premises by Tenant; (v) unpaid taxes or assessments; and (vi) any other sum of money in damages owed by Tenant to the City as a result of its use and occupancy of the Premises.

(b) In the event of a breach of this Lease by the City, and if such breach is not cured by the City within fifteen (15) days after written notice thereof from Tenant to the City, then as its sole and exclusive remedy, Tenant shall have the right to terminate this Lease, in which case

neither Party shall have any further rights or obligations hereunder except the rights and obligations of such Party under the Services Agreement or that expressly survive the expiration or termination of this Lease.

15. **TERMINATION:**

(a) Without limitation of and in addition to any other termination rights of the City, the City has the right to terminate this Lease for any or no reason upon thirty (30) days prior written notice to Tenant. Notwithstanding the foregoing or any other notice period or right to cure provided to Tenant under this Lease, nothing in this Lease gives Tenant the right to perform services under this Lease and/or the Services Agreement beyond the time when its services become unsatisfactory to the Director, and in the event the Services Agreement expires or is terminated for any reason, the City shall have the right (but not the obligation) to terminate this Lease and/or Tenant's right to possession of the Premises, which termination shall be effective immediately upon the City's delivery of notice thereof.

(b) Notwithstanding any notice period or right to cure provided to Tenant under this Lease, the City shall have the right to immediately terminate this Lease if Tenant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, or enter a plea of guilty or otherwise admit culpability, of or to any criminal offenses related to bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Tenant's business. Termination for the reasons stated in this paragraph shall be effective immediately upon the City's delivery of notice thereof.

(c) Upon any termination of this Lease, Tenant shall have no claim against the City by reason or arising out of, or incidental or relating to, such termination, except any compensation which may be owed under the Services Agreement for work duly requested and satisfactorily performed as described in such agreement.

(d) Upon any termination of this Lease, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in Tenant's possession, custody, or control by whatever method the City deems expedient. Tenant shall deliver to the City all documents in any form that were prepared by the City under this Lease and all other items, materials and documents that have been paid for by the City, all of which documents and materials

are and shall remain the property of the City. Tenant shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

16. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to Tenant’s rights and obligations under this Lease, Tenant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, Tenant expressly acknowledges that Tenant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Tenant, 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.

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

18. **TENANT’S INSURANCE:**

(a) **General Conditions:** Tenant 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. Tenant shall keep the required insurance coverage in force at all times during the Term of this Lease, including any extension thereof, and during any warranty period. 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 require 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, Tenant 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. Tenant 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 Tenant. Tenant 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: Tenant may not commence services or work relating to this Lease prior to placement of coverages required under this Lease. Tenant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the certificate of insurance. 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 Tenant'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, Auto Liability and Excess Liability/Umbrella (if required), Tenant and Tenant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insureds.

(d) Waiver of Subrogation: For all coverages required under this Lease, Tenant's insurer shall waive subrogation rights against the City.

(e) Subcontractors and Subconsultants: Tenant shall confirm and document that all contractors, vendors and consultants (including independent contractors, suppliers or other entities providing goods or services required by this Lease) procure and maintain coverage as approved by Tenant and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) Workers' Compensation and Employer's Liability Insurance: Tenant 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.

(g) Commercial General Liability: Tenant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(h) Automobile Liability: Tenant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Premises.

(i) Property Insurance: Tenant shall provide 100% replacement cost for Tenant's tenant improvements and personal property. Business Interruption coverage shall be included with limits not less than the annual payments due to the City under the Term of this Lease. Tenant understands and acknowledges that the City does not provide any insurance coverage for any property of Tenant, its agents, employees or assignees located in the Premises and Tenant acknowledges and agrees that Tenant, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Tenant, its agents, employees or assignees in the Premises.

(j) Cyber Liability: Tenant shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If such insurance is provided via a "claims made" policy, then such policy shall be kept in force, or a tail policy placed, for a period of at least three (3) years following the expiration or termination of this Lease.

(k) Performance Bond: Tenant shall, within sixty (60) days after the Effective Date of this Lease, furnish a bond in the amount of \$500,000 to guarantee the faithful performance of any restoration or repair work required under this Lease to be completed by Tenant, and the faithful payment by Tenant for any such work. The amount of the bond shall be increased upon reasonable request therefor from the City, including, without limitation, as a result of any increase in the risk of such work needing to be performed or any increase in the anticipated cost or scope of any such work. Tenant shall, upon request by the City, provide evidence of such bond issuance

and any amendments thereto. The bond shall be issued by an admitted surety insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Should the bond or any surety on such bond become or be determined by the City's Risk Management office to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this section. The bond required by this section shall remain in force for the entire term of this Lease.

(l) **City's Right to Revise Requirements**: The City reserves the right at any time during the term of this Lease to change the amounts and types of insurance required by giving Tenant a ninety (90)-day advance written notice of such change. If such change results in additional cost to Tenant, the City and Tenant may negotiate Tenant's additional cost by amendment or utilization of a work order.

19. **VENUE, GOVERNING LAW**: This Lease will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, all of which are expressly incorporated into this Lease. Venue for any legal action relating to this Lease shall be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

20. **ASSIGNMENT AND RIGHT TO SUBLEASE**: Tenant shall not assign, sublet, subcontract, or otherwise transfer (each, as "**Transfer**") any of its rights or obligations under this Lease without first obtaining the written consent of the Director. The Director has sole and absolute discretion whether to consent to any Transfer and has the right to terminate this Lease because of any unauthorized Transfer. In the event of any unauthorized Transfer: (a) Tenant shall remain responsible to the City for all obligations of Tenant under this Lease; and (b) no contractual relationship shall be created between the City and any transferee of the unauthorized Transfer.

21. **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 the City's election in paper or electronic form, any pertinent books, documents, papers and records related to Tenant's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Tenant shall cooperate with the City representatives and the City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three

(3) years after the final payment under this Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Tenant to make disclosures in violation of state or federal privacy laws. Tenant shall at all times comply with D.R.M.C. 20-276.

22. **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 agreements which make technical, minor, or non-substantive changes to this Lease.

23. **SEVERABILITY**: If a court of competent jurisdiction finds any provision of this Lease or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected if the intent of the Parties can be fulfilled.

24. **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 the Transfer provisions in Section 20.

25. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: Tenant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

26. **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.

27. **NOTICES**: All notices hereunder shall be given to the following by hand delivery, overnight delivery, certified mail with return receipt requested, or electronic mail, if available:

To the City:

City and County of Denver
Attn: Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, CO 80202
realestate@denvergov.org

With copies to:

Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, CO 80202

and

Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, CO 80202

To Tenant:

Urban Alchemy
Attn: Legal
PO Box 425509
San Francisco, CA 94142
legal@urban-alchemy.us

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail or electronic mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. 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.

28. **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. Further, this Lease supersedes any and all prior written or oral agreements between the Parties.

29. **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.

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

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.

31. **NO CONFLICT OF INTEREST BY CITY OFFICER**: Tenant 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.

32. **APPROPRIATION**: All obligations of the City under and pursuant to this Lease 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.

33. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**: Tenant shall secure, prior to the commencement of the Term, and shall maintain throughout the Term, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Lease.

34. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of this Lease and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Lease shall survive the expiration or termination of this Lease and shall continue to be enforceable. Without limiting the generality of this provision, Tenant's obligations to provide insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

35. **REASONABLENESS OF CONSENT OR APPROVAL**: Whenever under this Lease "reasonableness" is the standard for the granting or denial of the consent or approval of either Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

36. **LEGAL AUTHORITY**: Tenant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Lease. Each person signing and executing this Lease on behalf of Tenant represents and warrants that they have been fully authorized by Tenant to execute this Lease on behalf of Tenant and to validly and legally bind it to all the terms, performances and provisions of this Lease. The City shall have the right, in its sole discretion, to either temporarily suspend or

permanently terminate this Lease if there is a dispute as to the legal authority of either Tenant or the person signing this Lease to enter into this Lease.

37. **REPORTING**: In addition to and without limitation of any reporting requirements of Tenant under the Services Agreement, Tenant shall submit a report annually, no later than March 31st of the following calendar year, to realestate@denvergov.org as justification for the public purpose of this Lease. In a short report of one or two pages, Tenant must (a) address the continued public purpose and benefit to the City of Tenant's operations on the Premises; (b) provide a description of Tenant's use of the Premises in the past/current year; and (c) provide Operational/Program Plans for the current/coming year.

38. **CITY'S EXECUTION OF LEASE; EFFECTIVE DATE**: This Lease is expressly subject to and shall not be or become binding on the City until approval by its City Council and full execution by all signatories set forth below. Notwithstanding the foregoing, upon full execution of this Lease such that it is binding on the Parties, the effective date of this Lease shall be January 1, 2026 ("**Effective Date**").

39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Tenant consents to the use of electronic signatures by the City. This 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 this 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 this 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. **DATA SECURITY AND PROTECTION**: Tenant shall comply with all applicable federal, state, and local data protection laws, regulations, and industry standards relevant to its performance under this Lease, including, where applicable, Colo. Rev. Stat. §§ 24-73-101 to -103. Tenant shall implement reasonable security procedures and safeguards appropriate to the nature of any City data accessed, created, or maintained under this Lease, and shall protect such data from unauthorized access, use, modification, disclosure, or destruction through appropriate administrative, technical, and physical controls, including encryption of data in transit and at rest. Tenant shall promptly notify the City within twenty-four (24) hours of discovering any

security breach involving City data by sending notice to privacy@denvergov.org, ATTN: CCD Data Protection Officer, and shall cooperate fully in breach response and remediation efforts. Upon termination of this Lease or upon the City's written request, Tenant shall return or securely destroy all City data and provide written certification of such action. The City retains sole ownership of all City data, and Tenant may use such data solely for the purpose of fulfilling its obligations under this Lease.

41. **NO BROKER'S FEES**: The City and Tenant 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 in connection with this Lease. In the event a claim for a commission or fees is made by a broker or other intermediary in connection with this Lease, Tenant shall be solely responsible for payment of same and shall defend, indemnify, and hold harmless the City from and against such claim, including without limitation all attorneys' fees and/or other costs incurred by the City as a result of such claim.

42. **CONSTRUCTION**: This Lease is subject to the following rules of construction:

(a) This Lease is the result of negotiation and drafting by both Parties, and as a result, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall be inapplicable and have no force or effect.

(b) Specific gender references are to be read as the applicable masculine, feminine, or gender-neutral pronoun.

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

(d) The words "Party" and "Parties" refer only to a named party to this Lease and the permitted successors or assigns, if any, of a Party.

(e) Unless the context clearly evidences a contrary intent, each of the words "herein" and "hereof" is meant to refer to the entirety of this Lease and not only to the section, paragraph, or sentence in which such word is used.

(f) Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, ordinance, executive order, or related memoranda, means that statute, regulation, charter or code provision, ordinance, executive order, or memoranda as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, ordinances, executive orders, or memoranda.

(g) The recitals set forth in this Lease are intended solely to describe the background of this Lease and form no part of this Lease. Section, paragraph, and other 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 Lease or any provisions hereof.

43. **ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Lease: **Exhibit A**, Legal Description and Depiction of Premises; **Exhibit B** – Scope of Work and Maintenance Matrix; and **Exhibit C**, Certificate of Insurance.

44. **ADDITIONAL LEASE PROVISIONS:** The following provisions shall control in the event of a conflict with any other provisions of this Lease and/or the Services Agreement.

(a) **Sublease for Integrated Health Services:** Tenant shall have the right to sublease up to two (2) rooms within the Premises to a qualified provider of integrated health services so long as such provider and sublease are approved by the Director as required by Section 20 of this Lease, which approval may be conditioned upon, without limitation, such provider carrying the same insurance policies and coverages as are required to be carried by Tenant under this Lease.

(b) **Reserved Rights of City.** The City hereby reserves and shall at all times during the Term have and retain the following rights with respect to the Premises, any of which rights may be exercised by the City upon written notice to Tenant at any time and from time to time, in the City's sole discretion, without abatement or reduction of Rent or any other amounts payable by Tenant to the City, and without any right of Tenant to assert claims for loss of use or any other claims, any and all of which claims are hereby irrevocably waived by Tenant:

(i) The City may for any reason (including, without limitation, if any unsafe conditions exist and/or if any renovations, maintenance, or repairs will be or are being made by the City), restrict the areas of the Premises that may be occupied or used by Tenant or any of the other Tenant Parties.

(ii) The City may make portions of the Premises available for other uses required by the City, including, by way of example and not limitation, making all or portions of the outdoor areas (including, without limitation, parking lots and/or courtyards) available for lighting, temporary showers, temporary toilets, hand washing stations, and similar uses, and

making portions of the indoor areas (including, without limitation, ballrooms) available for cold-weather sheltering purposes.

(c) In addition to and without limitation of any other use restrictions contained in this Lease, Tenant shall (i) cause the kitchen area to be maintained in its current, as-is condition and not be used for general storage or any other purpose; and (ii) not permit any pets in, on, or about the Premises, with the sole exception of service animals.

END.

SIGNATURE PAGES TO FOLLOW

Contract Control Number: FINAN-202684538-00
Contractor Name: URBAN ALCHEMY

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-202684538-00
URBAN ALCHEMY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: **SEE TENANT SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

TENANT:

URBAN ALCHEMY,
a California nonprofit corporation

DocuSigned by:



Signature: _____

Name: Dr. Lena Miller
(UAF637009AZ493...

Title: Chief Executive Officer

Exhibit A – Leased Premises

Leased Premises

The legal description and depiction are described below for the property known as 4040 N Quebec Street. The property is outlined in green.

Legal Description

The Land referred to herein below is situated in the City and County of Denver, State of Colorado, and is described as follows:

That part of the NW 1/4 SW 1/4 of Section 21, Township 3 South, Range 67 West of the 6th p.m., more particularly described as follows:

Beginning at a point on the South line of vacated East 42nd Avenue which lies 150.00 feet East of the West line of said NW 1/4 SW 1/4,

Thence South 89 degrees 57 minutes East along said South line, a distance of 50.00 feet,

Thence South 00 degrees 03 minutes West along the Easterly line of Interstate Highway 70, a distance of 140.90 feet,

Thence South 22 degrees 59 minutes 45 seconds East along said Easterly line, a distance of 493.60 feet;

Thence South 79 degrees 38 minutes 45 seconds East, a distance of 242.14 feet,

Thence South 10 degrees 21 minutes 15 seconds West, a distance of 140.00 feet to the Northeasterly right of way line of the Union Pacific Railroad;

Thence South 79 degrees 38 minutes 45 seconds East along said Northeasterly right of way line, a distance of 72.17 feet;

Thence North 10 degrees 21 minutes 15 seconds East, a distance of 440.30 feet to the

Southwesterly right of way line of the Chicago, Rock Island and Pacific Railway Company,

Thence North 49 degrees 29 minutes West along said Southwesterly right of way line, a distance of 796.78 feet to the easterly line of Interstate Highway 70;

Thence South 00 degrees 03 minutes West along said Easterly line, a distance of 161.25 feet to the Point of Beginning,

Except that part described as follows:

That part of the NW 1/4 SW 1/4 of Section 21, Township 3 South, Range 67 West of the 6th p.m., more particularly described as follows:

Commencing at a point on the South line of vacated East 42nd Avenue which lies 150.00 feet East of the West line of said NW 1/4 SW 1/4;
Thence South 89 degrees 57 minutes East along said South line, a distance of 50.00 feet;
Thence South 00 degrees 03 minutes West along the Easterly right of way line of Interstate Highway 70, a distance of 140.90 feet;
Thence South 22 degrees 59 minutes 45 seconds East along said Easterly right of way line, a distance of 493.60 feet;
Thence South 79 degrees 38 minutes 45 seconds East, a distance of 242.14 feet to the True Point of Beginning;
Thence continuing South 79 degrees 38 minutes 45 seconds East, a distance of 72.17 feet;
Thence South 10 degrees 21 minutes 15 seconds West, a distance of 140.00 feet to the Northeasterly right of way line of the Union Pacific Railroad;
Thence North 79 degrees 38 minutes 45 seconds West along said Northeasterly right of way line, a distance of 72.17 feet;
Thence North 10 degrees 21 minutes 15 seconds East, a distance of 140.00 feet to the True Point of Beginning;

And except that part described as follows:

That part of the NW 1/4 SW 1/4 of Section 21, Township 3 South, Range 67 West of the 6th p.m., more particularly described as follows:

Beginning at a point of the South line of vacated East 42nd Avenue which lies 150.00 feet East of the West line of said NW 1/4 SW 1/4;
Thence South 89 degrees 57 minutes East along said South line, a distance of 50.00 feet;
Thence South 00 degrees 03 minutes West along the Easterly line of Interstate Highway 70, a distance of 50.00 feet;
Thence in a northeasterly direction, a distance of 145.00 feet to a point on the Southwesterly right of way line of the Chicago, Rock Island and Pacific Railway Company,
Thence North 49 degrees 29 minutes West along said Southwesterly right of way line, a distance of 240.00 feet to the easterly right of way line of Interstate Highway 70,
Thence South 00 degrees 03 minutes West along said Easterly right of way line, a distance of 161.25 feet to the Point of Beginning,

City and county of Denver, State of Colorado.

Depiction



Urban Alchemy – 4040 N Quebec Street - Exhibit A
CCN:

Exhibit B

Scope of Work and Maintenance Matrix

EXPENSES & SERVICES	WHO ARRANGES FOR	RESPONSIBLE PARTY
Property/Possessory Interest Taxes	Assessor sends invoices	City
Xcel Electric/Gas/Steam		City
Denver Water/Backflow Testing		City
Wastewater/Storm Sewer		City
Abatement of Asbestos (if required by applicable laws) in Building on Effective Date		Tenant will immediately notify City of any damage to the Building, City will assess damage and conduct any abatement, if required.
Other Hazardous Substances		As provided in Lease
Cleaning/Janitorial (including janitorial supplies)		Tenant will be responsible for all janitorial, including cleaning the interior and exterior of the Premises, maintaining supplies, and cleaning up after any service animals/animals onsite, if any.
Placing Trash in Dumpsters		Tenant
Exterior Litter Pickup and Pet Waste		Tenant
Graffiti Removal		City
Fire Alarm Monitoring and Fire Phone Line		City
Fire System (including sprinklers and inspections)		City
Fire Extinguishers		City to inspect and replace; Tenant to notify if any are used or needed.
CO/Smoke Detectors		City to replace; Tenant to inspect regularly, replace batteries as needed and notify the City if any are missing or needed for replacement.
Motion Detectors or Camera Phone Lines (if any)		City
Security System Hardware other than Cameras/Software (if any)		City
Security System Monitoring (if any)		Tenant
Security System Phone Line		City
Security Cameras (if any)		City, as needed
Security Patrol (if any)		Tenant
Security Guard (if any)		Tenant
Metal Detector(s)		Tenant, if applicable
Cable TV (if any)		Tenant
Telecom-Wi-Fi		City - Guest Wi-Fi; Tenant - Business Needs

Telecom-Land Lines		City
Mechanical (HVAC) Maintenance		City
Electrical Maintenance (including generator, if any)		City
Major Plumbing (i.e., fixtures, drains, etc.)		City
Minor Maintenance including common areas (i.e., clogged toilets, leaky faucets, change light bulbs/ballasts not needing ladder or lift, repairs without specialized tools or personnel, soap dispenser repairs, etc.)		Tenant; Tenant is responsible for maintenance on all their own personal property.
Major Maintenance (i.e., any light bulbs/ballasts requiring specialized equipment, ladders, lifts or personnel, etc.)		City is responsible for any items not listed in minor maintenance above.
Elevators		City
Pest Control & Bed Bug Treatments		Tenant
Limited Exterior Pest Control		City
Appliance Service and Repairs		Tenant will maintain any appliances they own in the building. City will maintain/repair laundry equipment onsite.
Trash Hauling from Dumpsters (regular ongoing, not excess)		City
Excess Trash Hauling (if approved)		City
Salt/Snow Melt		City
Snow Removal – Parking Lot (if applicable)		Tenant
Snow Removal – Sidewalks, Walkways, Ramps/Stairs, Courtyard and Entries		Tenant
Landscaping and Irrigation		City
Parking Lot R&M (if any)		City
Sidewalk Concrete R&M (if any)		City
Exterior Lighting		City
Exterior Fences		City
Interior and Exterior Signage		City
Locks and Keys	All lock/key requests for city owned property must involve Facilities	City will provide access/keys for Tenant.
Extra or Replacement Keys		City
Windows, Screens and Doors		City
Structural and Roof		City
Gutters and Downspouts		City
Laundry – Minimum of Quarterly (or regular as needed) Cleaning of the Exhaust Vents for the Dryers		Tenant
Cleaning Animal Relief Areas, if any		Tenant

Kitchen: Food Storage		Tenant to store food in proper locations and at the proper temperatures if applicable.
Kitchen: Cleaning and Maintenance (to include the fridge and freezer, kitchen hood, floors, food storage, dishes and all kitchen equipment cleaning and basic maintenance not to include specialized equipment)		Tenant is to conduct regular cleaning and basic maintenance.
Kitchen: Cleaning and Maintaining Grease Interceptor		City
Kitchen: Hood Inspections		City
Kitchen: Equipment Replacements		Tenant
Notwithstanding anything to the contrary in this Matrix, damages caused by Tenant or Tenant Parties		Tenant

Exhibit C

Certificate of Insurance

[Attached]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2025

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 H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan	888-343-8685	CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com																					
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Alliance of Nonprofits for Ins</td><td>10023</td></tr><tr><td>INSURER B:</td><td>Westchester Surplus Lines Ins</td><td>10172</td></tr><tr><td>INSURER C:</td><td>Atlantic Specialty Ins Co</td><td>27154</td></tr><tr><td>INSURER D:</td><td>Great American Ins. Co.</td><td>16691</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Alliance of Nonprofits for Ins	10023	INSURER B:	Westchester Surplus Lines Ins	10172	INSURER C:	Atlantic Specialty Ins Co	27154	INSURER D:	Great American Ins. Co.	16691	INSURER E:			INSURER F:		
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INSURER F:																							

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X	X	02CP00609360103	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductibl \$ 75,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	02CP00609360103	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 100000			G72594083004	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime - 1st			MML0071450925	09/01/2025	09/01/2026	Limit/Ded \$5M/\$50K
D	Crime - 2nd			SAAE87392503	09/01/2025	09/01/2026	Limit/Ded \$9M/\$0

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

RE: RFP #29506, Micro-Community Operations & Supportive Services.
As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto on primary and non-contributory basis. Waiver of subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

DENVE00 City & County of Denver Department of Housing Stability 201 W Colfax Ave Denver, CO 80202	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 
---	---

NOTEPAD

INSURED'S NAME Urban Alchemy

URBAN-3
OP ID: LBPAGE 2
Date 09/05/2025

PROFESSIONAL LIABILITY

Carrier: Lloyd's of London
Policy #: ATR2502208
Term: 09/01/2025 - 09/01/2026
Limits:
\$3,000,000 Aggregate
\$1,000,000 Each Claim
\$ 50,000 Deductible

SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2025 - 09/01/2026
Limits:
\$4,000,000 Aggregate
\$2,000,000 Each Victim
\$ 50,000 Deductible Per Claimant

CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H25NGP24488001
Term: 09/01/2023 - 09/01/2026
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 25,000 Deductible Each Claim
\$ 75,000 Aggregate Deductible

DIRECTORS' & OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 100,000 Retention

POLICY NUMBER: 02-CP-0060936-01-03

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



NONPROFITS OWN®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend.

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



NONPROFITS OWN®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



NONPROFITS OWN®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI - PRIMARY AND NON-CONTRIBUTARY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

POLICY NUMBER: 02-CP-0060936-01-03

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Urban Alchemy**Endorsement Effective Date:** 09/01/2025**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2025

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 Edgewood Partners Insurance Center 350 S. Grand Ave, Suite 4500 Los Angeles, CA 90071	CONTACT NAME: Jonathan Silva PHONE (A/C, No, Ext): (949) 419-1614 FAX (A/C, No): (949) 419-1672 E-MAIL ADDRESS: jonathan.silva@epicbrokers.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509															

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 2532320-01	8/1/2025	8/1/2026	PER STATUTE 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)

CERTIFICATE HOLDER**CANCELLATION**

Department of Housing Stability 201 W. Colfax Ave., 6th Floor Denver, CA 80202	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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