

**MARKET STREET STATION  
PARKING GARAGE LEASE AND MANAGEMENT AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “City,” and **SP PLUS CORPORATION, a Delaware Corporation**, with an office address of 1801 California, Suite 2775, Denver CO, 80202, hereinafter referred to as the "Lessee."

**W I T N E S S E T H:**

**WHEREAS**, the City requires an able and experienced parking operator to lease, operate, maintain and manage the Premises (defined below); and

**WHEREAS**, the Lessee possesses the requisite experience and expertise in leasing, operating, maintaining and managing off-street parking facilities, and is ready, willing and able to undertake and manage the Premises as an independent Lessee under the general direction of the City; and

**WHEREAS**, the parties are temporarily operating under an on-call management agreement whereby Lessee provides for the lease, management and operation of the Premises (“Temporary Agreement”); and

**WHEREAS**, the parties desire to enter into this Agreement to provide for the lease, management and operation of the Premises, which Agreement shall supersede and replace the Temporary Agreement as of the Commencement Date (defined below); and

**NOW, THEREFORE**, in consideration of the mutual agreement of the parties, it is understood and agreed as follows:

**1. AUTHORITY:** The City’s Manager of Public Works (hereinafter “Manager”) is the City’s representative responsible for authorizing and approving the work performed under this Agreement. The Manager hereby designates a Manager of Parking Operations or designee (hereinafter “Director”) as the Manager’s authorized representative for the purpose of the day-to-day administration and oversight of this Agreement. The Lessee shall also designate an authorized representative for the purpose of the day-to-day management of the Premises and the performance of this Agreement.

**2. DESCRIPTION AND CONDITION OF FACILITIES:** The Market Street Station Garage, located at 1601 Market Street in Denver, Colorado consists of a plaza and lobby area and an underground garage (hereinafter the “Garage”) with at least 74 spaces available for public parking together with any equipment and improvements thereon and with all appurtenances thereto (the “Premises”), and the legal description of the Premises is attached hereto and incorporated herein as Exhibit A. Should the Premises be expanded or reconfigured for the addition of parking spaces, such additional parking spaces shall also be incorporated in and constitute part of the Premises. City warrants and represents that it is the owner of the Premises and has authority to lease the Premises and to execute this Lease. City further warrants and covenants that (a) at the commencement of the Term herein the Premises shall be in good condition and repair for use as a parking facility for motor vehicles, (b) the laws and/or ordinances affecting the Premises do not prohibit the uses herein provided, (c) the Premises shall comply with all local, state and federal laws, regulations, ordinances and codes now in effect or which become effective during the Term herein, and (d) City has not received any notice and is not aware of any violations of any local, state or federal laws or regulations affecting the Premises, including, but not limited to, the Occupational Safety and Health Act of 1970. City shall be responsible, at its expense, for compliance with all environmental and disability matters, laws, regulations, ordinances, and codes including (without limitation) the

Americans with Disabilities Act of 1990.

**3. OPERATION AND MAINTENANCE OF GARAGE:** It is the intent of the City that the Premises be managed and maintained so as to ensure the utmost in courteous and prompt service to the general public. The Lessee shall provide adequate personnel for operation and maintenance of the Premises. The Lessee shall pay all operating and maintenance expenses for the Premises during the term hereof. The maintenance and operation of the Premises shall include maintaining the exterior landscaping, removing trash and maintaining the general cleanliness of the plaza and lobby area, cleaning and maintaining exterior windows. A minimum of 40 hours a week of security services and a minimum of 40 hours a week of maintenance/ porter services are to be maintained at the Premises at all times, and Lessee shall perform preventative maintenance with regards to the elevators at the Premises. No boarding of exterior windows shall be allowed unless approved by the Director. In addition, Lessee shall repair all damage caused by Lessee's employees. City shall be responsible for all repairs of a structural and/or major mechanical nature, including, but not limited to: the sprinkler system, boiler system, electrical, plumbing, pavement repair, replacement of light fixtures, fences, overhead doors, and elevators. In the event Lessee is unable, by reason of injunction or other interference, to use the Premises for parking of motor vehicles, or in the event such use is or becomes prohibited by ordinance, law, regulation or order, Lessee shall have the right to terminate this Lease, upon giving City at least ten (10) days' notice in writing.

Anything in this Lease to the contrary notwithstanding, City agrees that if, in an emergency, and after attempting to notify the City pursuant to the process in Exhibit D, it shall become necessary to promptly make any repairs required to be made by City pursuant to the requirements of the previous paragraph, Lessee may, at its option, proceed forthwith to have such repairs made and pay the cost thereof. City agrees to reimburse Lessee the cost of such repairs on demand, and also agrees that if such payment is not made within thirty-six (36) days after receipt of Lessee's statement of the amount due and evidence of Lessee's payment thereof, Lessee may deduct the amount so expended by it from Rent due or to become due. In the event Lessee shall elect not to make such repairs, it will promptly notify City of the need for such repairs.

**4. TERM:** This Agreement shall have a term commencing upon execution of this Lease Agreement (the "Commencement Date"), and terminating no later than December 31, 2015, or as otherwise terminated pursuant to this Agreement (the "Term"). Thereafter, this Agreement shall continue on a month-to-month term until either party gives thirty (30) days prior written notice of non-renewal to the other party. The City may choose in its sole discretion to extend this Agreement for up to an additional year by providing thirty (30) days written notice to the Lessee prior to the expiration of the Term. Any such extension by the City shall be under the terms and conditions of this Agreement.

**5. COORDINATION AND LIAISON:** **The Lessee understands that the Garage will be utilized to provide public parking for patrons.** Lessee agrees that during the term of this Agreement it shall fully coordinate all services hereunder exclusively with the City, through the Director or as otherwise directed by the City.

The Lessee understands that the Director or designee is the City's representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated, subject to the final authority of the Manager.

All records, data, specifications and documentation prepared by the Lessee under this Agreement, when delivered to and accepted by the Director shall become the property of the City. The Lessee also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and upon prior reasonable request make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by the Lessee in accordance with the terms of this Agreement.

6. **LESSEE RENT:** The Lessee's base rent, and the percentage rent (together, the "Rent"), during term of this Agreement shall be structured as follows:

- A. Base rent: \$170,000 annually, paid in twelve equal monthly installments of \$14,166.67, but reduced in the first twelve (12) months of the Term to reflect the capital investment in the Premises by the Lessee, all as indicated in Exhibit C, Rent Schedule; and
- B. Percentage Rent: In the event that Lessee collects Gross Revenues (defined below) from its parking operations at the Garage in excess of \$335,000 annually, and up to \$365,000 annually, Lessee shall remit to the City 50% of such amount and retain the other 50%. For any Gross Revenues above \$365,000 annually the split shall be 80% of such Gross Revenues to the City and 20% of such Gross Revenues to Lessee. The \$365,000 annual trigger shall be prorated for any portion of the Term (or any renewal term) that is not a full year.
- C. Lessee shall pay the Rent to the Manager of Finance at 201 West Colfax Avenue, Dept. 508, Denver, Colorado 80202 no later than the 5<sup>th</sup> day of each month of the Term.

"**Gross Revenues**" shall mean all sums collected by Lessee for the parking of motor vehicles at the Premises, whether on an hourly, daily, weekly, or monthly basis, less (i) all refunds, discounts and allowances made by Lessee to its customers; (ii) any sales, use, excise, occupancy, gross receipts, parking tax, or any other tax or charge collected by Lessee on behalf of and payable to the tax collector ("**Sales Taxes**"); and (iii) any credit card, debit card, or electronic funds transfer fees ("**Payment Processing Fees**"). Gross Revenues shall also not include "discounted funds" which are defined to be the value of all free or discounted parking privileges granted by City to its employees, agents, representatives, and invitees, and gross receipts collected by City.

7. **UTILITIES:** Lessee shall pay the cost of all utilities consumed by Lessee, and such utilities shall be in the name of the Lessee upon the start of the Term. Utility expenses in excess of \$32,000 annually may be credited against the Rent owed to the City. Utility credits for partial year terms shall be prorated accordingly.

8. **USE:** The Premises shall be operated for the principal purpose of supplying public off-street parking for motor vehicles and the charging of a fee. Other uses must be approved by the Director on terms to which the parties have mutually agreed.

9. **TITLE TO PREMISES AND GARAGE:** Title to the Premises (including the Garage) and all appurtenances thereto shall remain at all times wholly in the City.

10. **CITY'S RIGHT TO INSPECT AND MAKE REPAIRS OR ALTERATIONS:** The City shall have the right, as determined solely by the City and only at such reasonable times, to inspect the Premises to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement and to make repairs and replacements thereto, however, City and its employees, agents

and representatives shall exercise care in any entry onto and use of any portion of the Premises so as not to interfere with the operations of Lessee, including access to the Garage by parking customers. Should such access be interfered with or prevented or parking space be removed from Lessee's use by the actions of City, its employees, agents, contractors, or representatives, Lessee shall have the right to a reduction in Rent in proportion to the loss of parking spaces and/or Gross Revenues.

Lessee shall provide notice to City of any leaking or dripping of which it has actual knowledge, so that City may pursue further repairs if it deems necessary in its sole discretion. However, Lessee shall not be responsible or required to perform any repairs to the roof of the Premises.

Notwithstanding the foregoing, in the event Damage Claims are made against Lessee, Lessee may elect to settle/pay the Damage Claims and shall invoice City for the costs thereof. City shall reimburse Lessee within thirty (30) days of receipt of Lessee's invoice and any backup documentation reasonably requested by City.

**11. LESSEE AWARENESS OF ALL REPAIRS OR ALTERATIONS:** It is understood that actions undertaken by the City in accordance with the provisions of Article 10 may have the effect of temporarily or permanently restricting, altering or modifying access to or use of portions of the Garage during the hours of operations by Lessee. It is also understood that such operations may alter or modify the necessary requirements for safe and efficient utilization of the Garage by Lessee or by those persons in the Garage by authorization of Lessee. Lessee shall make itself aware of all such actions of the City and their effect on the Garage, and shall take all necessary steps to modify its operation in response to such activities, so as to maintain the safe and efficient operations of the Garage.

**12. ACCOUNTS AND RECORDS:** Lessee agrees to provide to the City a monthly statement of Gross Revenues no later than the 15<sup>th</sup> day following each month. Lessee shall keep within the City of Denver true and complete records and accounts of all Gross Revenues and business transacted, including daily collection receipts and bank deposits, and shall include in its monthly statement a true and accurate financial statement for the preceding month, as well as a statement of all such receipts and business transacted (showing the authorized deductions or exclusions in computing the amount of such Gross Revenues and business transactions). Within ninety (90) days following the last month of the term of this Agreement, Lessee shall mail a like final statement. Lessee agrees to maintain all records and accounts in accordance with good accounting practices. Upon notice, Lessee shall permit City to inspect such books and records at Lessee's offices during reasonable business hours and at City's expense. Expressly excluded from the records available for inspection are any records or portion thereof containing sensitive credit card data or proprietary or confidential information. Lessee agrees that it will keep and preserve within the City of Denver for at least three (3) years from the date of generation all sales slips, cash register tapes, sales books, bank books, or duplicate deposit slips, complete cashier reconciliations and other evidence of Gross Revenues and business transacted for such period, whether in hard copy or electronic format. For records stored off-site, these records must be available for review, at City's expense, not later than one (1) week following a request by the City. Annually upon reasonable notice, the City's Auditor and Manager and their respective authorized representatives shall have the right, at any time, to review or audit all of the books of account, bank statements, daily parking records, and other files referenced in Lessee's monthly or final statement relating to Gross Revenues. If the City shall make or have such an audit for any year, and the Gross Revenues and business transacted shown by Lessee's statement for such year should be found to be understated by more than five percent (5%), Lessee shall pay to the City the cost of such audit, which cost shall not exceed \$2,500. The City's right to have such an audit made with respect to any year shall expire three (3) years after the Lessee's final statement for such year shall have been delivered to the City.

**13. TERMINATION:**

**a.** The City has the right to terminate the Agreement without cause upon forty-five (45) days prior written notice to the Lessee. Nothing gives the Lessee the right to perform services under the Agreement beyond the effective date of such termination by the City. Lessee shall have the right to terminate this Agreement without cause upon forty-five (45) days prior written notice to the City.

**b.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Lessee or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Lessee's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**c.** Either party shall have the right to terminate this Lease upon a breach by the other party of any of the covenants, terms and conditions hereof, provided the defaulting party first receives written notice of such breach and fails to remedy same within thirty (30) days after said notice thereof is received, or fails to commence curing such breach within said thirty-day period in the event such breach cannot be reasonably cured within thirty days.

**d.** Upon termination of the Agreement, with or without cause, Lessee shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for (i) compensation for work duly requested and satisfactorily performed as described in this Agreement; and (ii) reimbursement of the Improvements cost (specified in Article 22, below) should this Agreement be terminated for any reason before Lessee is fully reimbursed the total cost of Improvements.

**14. WAIVERS:** No waiver by the City or Lessee of breach or default of any of the terms, conditions or covenants hereof which are to be performed, kept and observed pursuant to this Agreement shall be construed as, or operate as, a waiver of any subsequent breach or default of any of the terms, conditions or covenants herein contained, which are to be performed, kept and observed.

**15. COMPLIANCE WITH ALL LAWS:** Lessee covenants and agrees that it will not use or permit the Premises to be used in any manner or for any purpose prohibited by the laws of the United States or of the State of Colorado, or by the Charter, ordinances, regulations, or Executive Orders of the City, and Lessee further covenants that it will use the Premises only for the purposes stated herein or hereafter authorized by the City. City shall provide Lessee with all applicable Executive Orders.

**16. TAXES AND LICENSES:** Lessee covenants and agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operation (any real estate taxes, if ever assessed, shall not be the responsibility of Lessee) and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Garage and further agrees not to permit any of said taxes, excise or license fees to become delinquent, nor to allow any of such licenses or permits to lapse or expire or be suspended, revoked or cancelled. City agrees to assist Lessee in obtaining such permits or licenses upon request. Lessee shall have the right to terminate this Agreement without liability hereunder if it is unable to obtain or retain any required permit or license, preventing commencement or continuation of operations. Such termination shall be effective on the date notice is given. Lessee also covenants and agrees not to permit any mechanic's or materialman's lien or any other lien to be foreclosed upon the Premises, Garage or improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for work which is performed at the request of the Lessee. Lessee agrees to furnish the City, upon request, duplicate receipts or other evidence showing the prompt payment by Lessee of required

premiums regarding Social Security and unemployment compensation insurance, and all required license fees and taxes. Lessee further covenants and agrees to pay promptly when due, all bills, debts and obligations incurred by it in connection with its operation of the Garage and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Garage or improvements thereon which will in any way impair the rights of the City under this Agreement.

**17. ASSIGNMENT AND SUBCONTRACTING:** The City is not obligated or liable under the Agreement to any party other than Lessee named herein. Lessee understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting, and in the event such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subLessee, and the Lessee shall in any and all events be and remain responsible to the City according to the terms of this Agreement. City agrees not to assign, mortgage, pledge or encumber this Agreement or any rents due or to become due hereunder without first obtaining the written consent of Lessee, provided, however, such consent shall not be needed for an assignment of this Agreement to a purchaser in connection with a bona fide sale of the Premises. This Agreement and Lessee's rights hereunder shall not be disturbed on account of such sale so long as Lessee keeps and performs its agreements hereunder.

**18. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, 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, or physical or mental disability, and further agrees to insert the foregoing provision in all subcontracts hereunder.

**19. INSURANCE:**

**a. General Conditions:** Lessee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Lessee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, or during any warranty period (if applicable). 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-"VII or better. The certificates of insurance shall state that the issuing company shall endeavor to mail thirty (30) days' prior written notice to the certificate holder should any of the policies be cancelled prior to the expiration date. Renewal policies shall be obtained, and certificates delivered to City, at least fifteen (15) days prior to expiration. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. 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 five (5) 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 Agreement 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 Agreement.

**b. Proof of Insurance:** Lessee shall provide a copy of this Agreement to its insurance agent or broker. Lessee may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Lessee certifies that the certificate of

insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. 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 Agreement shall not act as a waiver of Lessee's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

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

**d. Release and Waiver of Subrogation:** In the event all or any part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties or which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles. All such policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its right of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

**e. SubLessees and Subconsultants:** All subLessees and subconsultants (including independent Lessees, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Lessee. Lessee shall include all such subLessees as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subLessees and subconsultants maintain the required coverages. Lessee agrees to provide proof of insurance for all such subLessees and subconsultants upon request by the City.

**f. Workers' Compensation/Employer's Liability Insurance:** Lessee shall maintain the coverage as required by the State of Colorado 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 Agreement, 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 Agreement, and that any such rejections previously effected, have been revoked as of the date Lessee executes this Agreement.

**g. 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, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**h. Business Automobile Liability:** Lessee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**i. Garage Keeper's Liability:** Lessee shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for including auto or no auto. The Lessee can maintain this insurance as a separate policy or the Risk Administrator of the City and County of Denver will accept this cover where maintained under a general liability policy or an automobile liability policy.

**j. Employee Dishonesty:** Lessee shall maintain limits of \$1,000,000 covering all activities under this Agreement that involve the processing, transportation, calculation or remittance of monies.

**k. Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier. 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.

**20. CITY INSURANCE:** The City may, in its sole discretion, act as a self-insurer or procure certain types of insurance on the Garage or portions thereof, consistent with Lessee insurance obligations hereunder, provided that, the City shall not insure or self-insure in any areas of coverage or responsibility of the Lessee unless the City determines, in its sole discretion, that such double coverage in a particular area of responsibility would be in the best interest of the City.

**21. INDEMNIFICATION:**

**A.** To the fullest extent permitted by law, the Lessee hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Lessee or the Lessee's agents, representatives, subLessees, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the 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 suit has been filed and even if Lessee is not named as a Defendant.

**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 Contract 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 Agreement.

**22. EQUIPMENT AND IMPROVEMENTS:** Lessee shall, at its expense, purchase and install on the Premises certain equipment as follows:

- (a) two (2) Digital Luke II machines.

Title to all such equipment shall remain with Lessee. All equipment installed by Lessee shall be compliant with the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time during the term ("PCI DSS") as of the date of installation of same. City agrees that any equipment upgrades or replacements undertaken by City or its contractors shall be compliant with the PCI DSS. City covenants and agrees that it will not make or construct any improvements or additions in, on, or over the Premises which reduce the number of parking spaces or prevent access to all parking spaces unless City agrees to a reduction in the Rent in proportion to the loss of Gross Receipts and parking spaces. Lessee's equipment, personal property, including trade fixtures, may be removed from the Premises by Lessee at the termination of this Agreement.

In addition, Lessee shall complete the following improvements to the Premises (the "Improvements"):

- (a) removal of approximately 2,100 square feet of concrete and tile, and install reinforced concrete curb and drive area; and
- (b) construct a wall in the underground lobby area to correct pedestrian traffic flow.

Title to the Improvements shall vest in City upon installation and completion of such Improvements, subject to reimbursement. Notwithstanding ownership of such improvements in City, for the purposes of this Agreement, the total cost thereof shall be offset against Rent due or to become due by Lessee over the first twelve months of the Term of this Agreement pursuant to Exhibit C, until Lessee is fully reimbursed the total cost of the Improvements. Should this Agreement be terminated for any reason before Lessee is fully reimbursed the total cost of Improvements, City shall reimburse Lessee any remaining Improvements cost within ten (10) days after receipt by City of Lessee's statement setting forth the description and cost and the amount due and payable.

In addition, upon request by Lessee, City agrees to execute a Uniform Commercial Code financing statement (UCC-1) or other instrument that may be required or requested in order for Lessee to perfect its security interest in such improvements.

**23. NOTICES:** All notices required to be given to the City hereunder shall be in writing and given personally, or via nationally recognized overnight courier (such as Federal Express) or sent by registered or certified mail, return receipt requested, to the Manager of Public Works of the City in the care of the Traffic Engineering Services – Parking Operations, 201 W. Colfax Avenue, Dept. 508, Denver, Colorado 80202. All notices required to be given to Lessee hereunder shall be in writing and given personally, or via nationally recognized overnight courier (such as Federal Express) or sent by registered or certified mail, return receipt requested, to:

SP Plus Corporation  
Attn: Legal Department  
507 Mainstream Drive  
Nashville, TN 37228

With a copy (via regular mail) to:

SP Plus Corporation  
Attn: Senior Vice President  
1801 California Street, Suite 2775  
Denver, CO 80202

**24. DEFINITION OF TERMS:** Wherever the term "the City" is used and any rights, duties and privileges are created thereby, such rights, duties and privileges may be exercised on behalf of the City by the Manager. The word "day" shall mean calendar day, unless otherwise specified.

**25. AGREEMENT MADE IN COLORADO:** This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado.

**26. CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Lessee further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

**27. NO THIRD-PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Lessee, and nothing contained in the Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the City and Lessee that any person or entity other than the City or Lessee receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**28. CONFIDENTIAL INFORMATION:** The Lessee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation the trade secrets of businesses or entities doing business with the City and other privileged or confidential information.

**29. DISPUTES:** All disputes of whatsoever nature between the City and Lessee regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) et. seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 1 hereof.

**30. TAXES, CHARGES, AND PENALTIES:** The City shall not pay or be liable for the payment of any claimed interest, taxes, fees, late charges or penalties of any nature, except as required by the City's Revised Municipal Code.

**31. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience or reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**32. SUBJECT TO LOCAL LAWS; VENUE:** Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the

City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto. The Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into the Agreement as if fully set out herein by this reference. The City agrees to advise the Lessee of the issuance of Executive Orders, if any, occurring after the date of execution of this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

**33. HAZARDOUS MATERIALS:** Lessee and City shall not cause or knowingly permit any hazardous waste, hazardous substance, oil, and petroleum products and their by-products ("Hazardous Materials") to be brought upon, kept, or used in or about the Premises by any of Lessee's or City's agents or employees. The term Hazardous Materials shall also encompass flammable explosives, radioactive material, hazardous waste, toxic substance or related material, including, but not limited to, those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Environmental Laws. "Environmental Laws" shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, as amended, the Hazardous Materials Transportation Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Federal Clean Water Act, the Clean Air Act, and any other federal, state, or local statute, ordinance, rules, regulation, order or interpretation, including all amendments and replacements thereof, adopted, issued or enacted for the protection of the environment or any part thereof.

Lessee and City shall not cause or permit the discharge, leaking, or emitting of any material into the atmosphere, ground, sewer system or any body of water, if that material does or may pollute or contaminate the same in violation of the Environmental Laws, or may adversely affect (a) the health, welfare, or safety of persons at the Premises; or (b) the condition, use, or enjoyment of the Premises or any other real or personal property therein. It is understood that in the operation of the Premises, certain minimal incidental amounts of motor oil, transmission fluid, coolant, brake fluid, or other substances directly associated with the component systems of a motor vehicle driven by an internal combustion engine or a hybrid gasoline/electric system may leak from motor vehicles within the Premises onto the driving or parking surface of the Premises, which leakage is excluded from the coverage of this Article 33. However, any such leakage not emanating directly and solely from such internal combustion engine or component systems of such motor vehicle shall be covered by this Article.

Lessee and City shall each give immediate notice to the other of any violation of the provisions of this Article 33.

Lessee shall defend, indemnify, and save and hold harmless City and its officers, agents and employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, reasonable attorneys' and consultants' fees, court costs, and reasonable litigation expenses) arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the Premises or the personal property, persons, animals, or otherwise located in or on the Premises, and which Hazardous Material came to be present in the Premises due to Lessee's breach of this Article 33 during the period of this Agreement; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material placed in the Premises by Lessee; (c) any lawsuit brought or threatened, settlement reached, or government order relating to the Hazardous Material referenced above; or violations of any laws applicable thereto; provided, that such actions are related to actions or omissions of the Lessee or its officers, agents and employees in violation of this Article 33. City hereby fully releases and forever discharges Lessee from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, reasonable attorneys' and consultants' fees, court costs, and reasonable litigation expenses) arising out of or in any way related to (i) any Hazardous Materials present on, in or under the Premises prior to the Commencement

Date of this Agreement or placed on, in or under the Premises thereafter by City's agents or employees, regardless of whether or not such Hazardous Materials migrated to the Premises from off-site, and regardless of whether City or a prior owner or tenant or other third party actually released or placed such Hazardous Materials at the Premises, and (ii) all testing, reporting, remediation and clean-up costs incurred in connection with such Hazardous Materials. The provisions of this Article shall be in addition to any other obligations and liabilities of the parties at law or equity and shall survive the transactions contemplated herein and shall survive the termination of the Agreement.

**34. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS:** The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Lessee from City facilities, including the Premises, or participating in City operations.

**35. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**36. TOBACCO PRODUCTS:** There shall be no sale or advertising of tobacco products on the Garage or in other 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 event displayed or held in City facilities.

**37. UNFORESEEABLE EVENTS:** It is understood by the parties that, although it is unlikely, events may occur during the term of this Lease which are beyond the reasonable control of Lessee, which will result in a reduction of Gross Receipts collected from the Premises. Such events include, but are not limited to:

- (a) Any street serving the Premises is closed for at least seven (7) days.
- (b) Any interference not within the Lessee's control with ingress or egress to the Premises or Garage.
- (c) Labor disputes, civil commotion, acts of war, terrorist acts, acts of God, natural disasters or other casualty.
- (d) Any law, rule, regulation, proclamation, order or similar action by any governmental official or regulatory body restricting the sale or supply of petroleum products.

If Gross Receipts are reduced by twenty-five percent (25%) or more over a period of at least ten (10) business days commencing with the first business day after the day on which the event occurred as compared with the ten (10) business days immediately preceding such event, then Lessee, upon written notice to City, may elect to have the parties negotiate, in good faith, a reasonable reduction in rent in a manner and to an extent reasonably related to the reduction of Gross Receipts following such event including, without limitation, the period such reduction shall be in effect. While such negotiations are pending (not to exceed thirty (30) days from date of City's receipt of said notice from Lessee) rent

payments shall be suspended. If the parties cannot reach an agreement within said thirty (30) days, City may, at its option, terminate this Lease by giving ten (10) days' prior written notice of termination to City, with rent reduced in proportion to the reduction of Gross Receipts for the period from the date that such event occurred to and including the date of termination.

**38. SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant's obligations to provide insurance and to indemnify the City will 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.

**39. AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties, their successors and assigns. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in a written amendatory or other Agreement executed by the parties and signed by the signators of the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

**40. EXHIBITS TO AGREEMENT:** The following documents, certain of which are attached hereto, are incorporated herein and made a part of this Agreement:

- A. Exhibit A-Legal Description
- B. Exhibit B-Certificate of Insurance
- C. Exhibit C-Rent Schedule
- D. Exhibit D-Emergency Notification Process

The terms and conditions of this Agreement shall control over any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced, attached, or incorporated documents.

**41. LEGAL AUTHORITY:**

- A. The Lessee assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of the Lessee do hereby warrant and guarantee the he has been fully authorized by the Lessee to execute this Agreement on behalf of the Lessee and to validly and legally bind the Lessee to all the terms, performances and provisions herein set forth.
- C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Lessee or the person signing the Agreement to enter into this Agreement.

**42. COUNTERPARTS OF THIS AGREEMENT; ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement. Lessee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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 Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit "A"** *Legal description of Premises*

**Exhibit "B"** *Certificate of Insurance*

**Exhibit "C"** *Rent Schedule*

**Exhibit "D"** *Emergency Notification Process*

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: FINAN-201418156-00

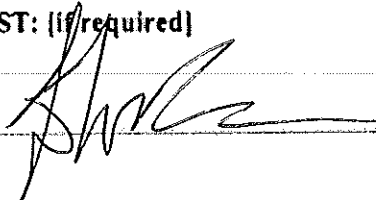
Contractor Name: SP Plus Corp.

By: 

Name: Christopher B Conley  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: (if required)

By: 

Name: John D. Conway  
(please print)

Title: Vice President  
(please print)







**EXHIBIT - A**  
**Parcel 1**  
**Date: February 23, 2011**  
**PROPERTY DESCRIPTION**

A parcel of land being a portion of Lot 4, together with a portion of the vacated alley by Ordinance No. 388, Series of 1981 recorded July 31, 1981 in Book 2423 at Page 140, and Lots 5 through 11 inclusive, Block 41, EAST DENVER, all located in Section 33, Township 3 South, Range 68 West, 6<sup>th</sup> PM, City and County of Denver, Colorado, being more particularly described as follows:

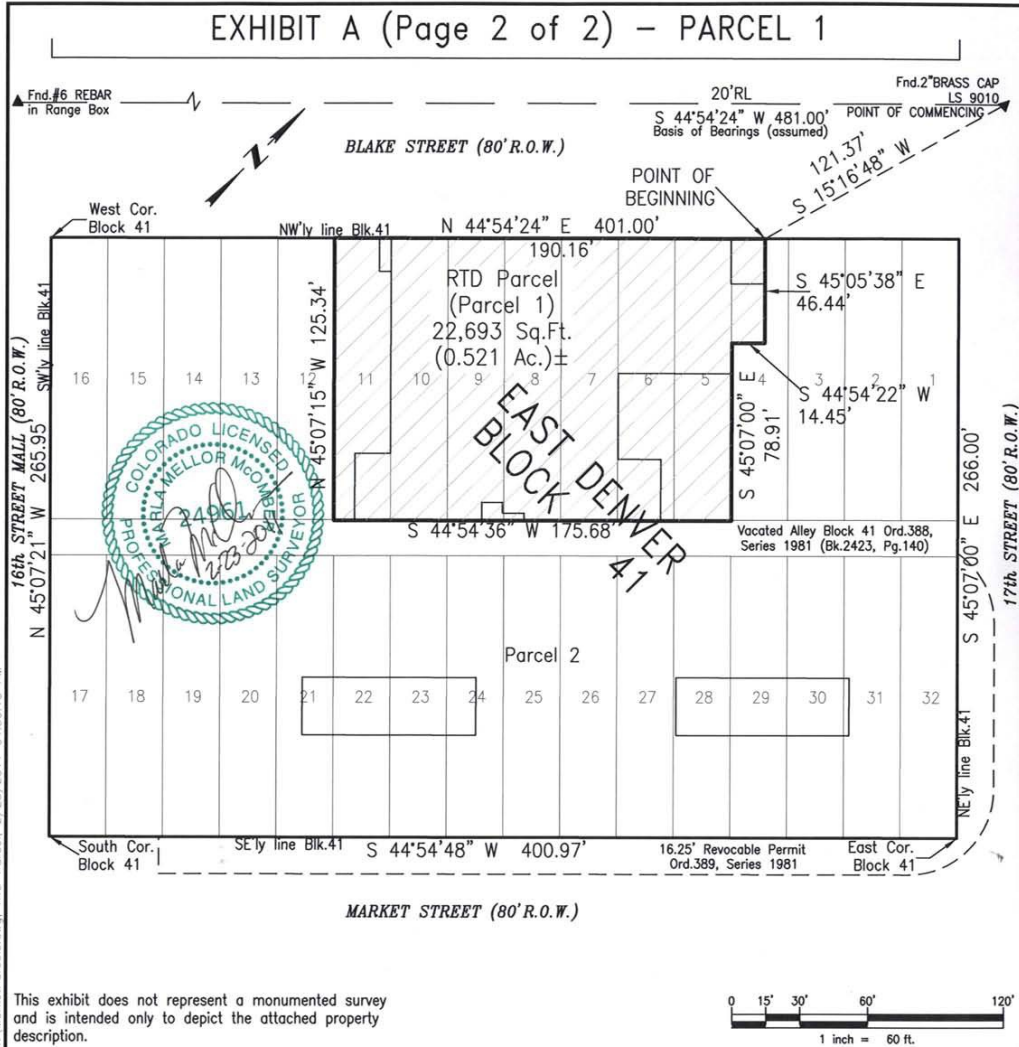
COMMENCING at the Range Point at the intersection of 17<sup>th</sup> Street and Blake Street (found 2" Brass Cap LS 9010 flush);  
WHENCE the Range Point at the intersection of 16<sup>th</sup> Street and Blake Street (Found #6 Rebar in a Range Box) bears S44°54'24"W a distance of 481.00 feet (basis of bearings – assumed);  
THENCE S15°16'48"W a distance of 121.37 feet to the northwesterly line of said Block 41,  
being the POINT OF BEGINNING;

THENCE S45°05'38"E a distance of 46.44 feet;  
THENCE S44°54'22"W a distance of 14.45 feet;  
THENCE S45°07'00"E a distance of 78.91 feet;  
THENCE S44°54'36"W a distance of 175.68 feet;  
THENCE N45°07'15"W coincident with the lot line between Lots 11 and 12, and the extension thereof, said Block 41, a distance of 125.34 feet to the northwesterly line of said Block 41;  
THENCE N44°54'24"E along said northwesterly line a distance of 190.16 feet to the POINT OF BEGINNING.

Containing 22,693 square feet, (0.521 Acres), more or less.

  
  
Prepared by: Marla M. McOmber, PLS 24961 2-23-2011  
For and on behalf of Jacobs Engineering Group Inc  
707 17<sup>th</sup> Street #2300, Denver, CO 80202  
303.820.5240

# EXHIBIT A (Page 2 of 2) - PARCEL 1



K:\G72120-RTD-BlakeSt\DWGS\Exhibit\MarketParcels.dwg, RTD Parcel, 2/23/2011 04:50:15 PM

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

JACOBS PROJECT NO.	072120
CLIENT PROJECT NO.	MarketSta
REVISION DESCRIPTION	
DRAWN	jsk
DATE	02/23/2011
SCALE	1"=60'
<b>JACOBS</b>	
707 17th Street, Suite 2300, Denver CO 80202 (303) 555-2449 Fax (303) 555-2296	
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS ENGINEERING GROUP SHALL BE AT THE SOLE RISK OF THE USER.	

Market Street Station NE1/4 Sec. 33, T3S, R68W 6th P.M. City & County of Denver		
TITLE: Block 41, EAST DENVER RTD Parcel (Parcel 1)		
REVISION:	DRAWING NO. MarketParcels.dwg	SHEET NO. 2 of 2


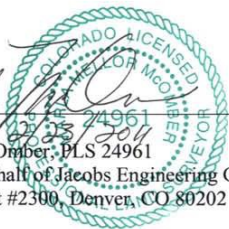
**EXHIBIT - A**  
**Parcel 2**  
**Date: February 23, 2011**  
**PROPERTY DESCRIPTION**

A parcel of land being a portion of Lot 4, together with a portion of the vacated alley by Ordinance No. 388, Series of 1981 recorded July 31, 1981 in Book 2423 at Page 140, and Lots 1 through 3 inclusive, and Lots 12 through 32 inclusive, Block 41, EAST DENVER, all located in Section 33, Township 3 South, Range 68 West, 6<sup>th</sup> PM, City and County of Denver, Colorado, being more particularly described as follows:

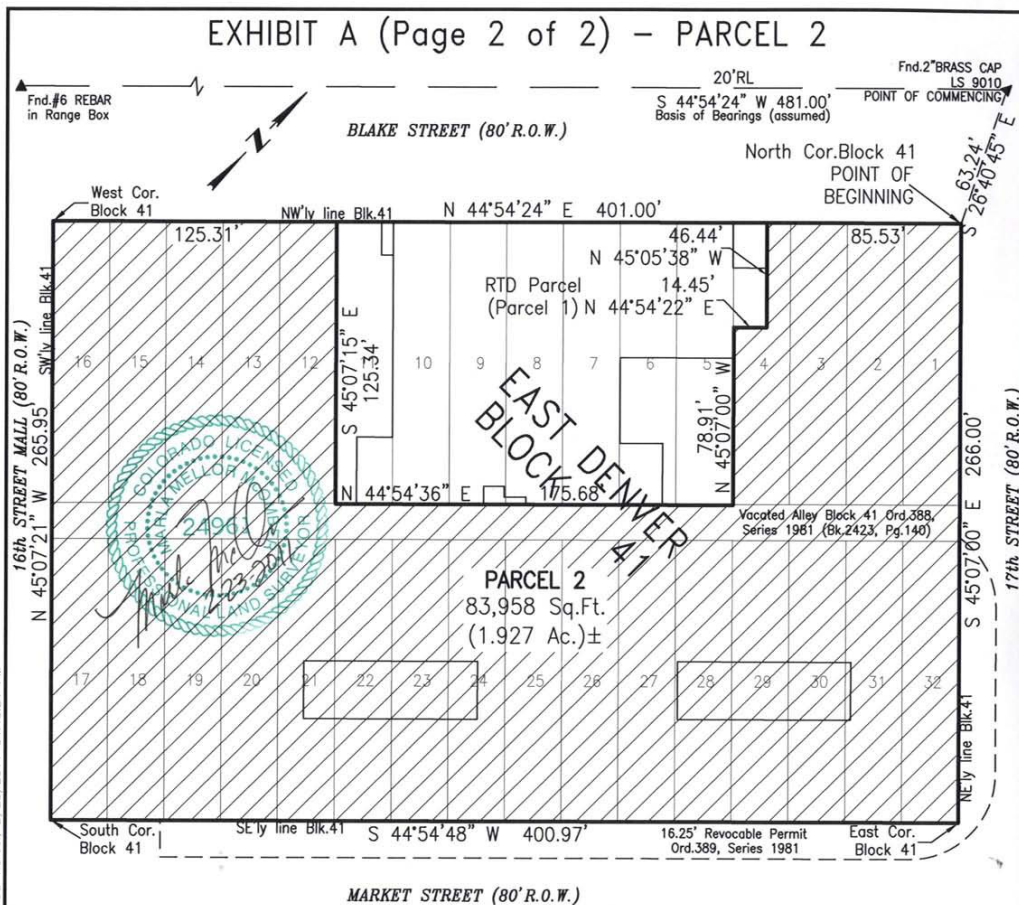
COMMENCING at the Range Point at the intersection of 17<sup>th</sup> Street and Blake Street (found 2" Brass Cap LS 9010 flush);  
WHENCE the Range Point at the intersection of 16<sup>th</sup> Street and Blake Street (Found #6 Rebar in a Range Box) bears S44°54'24"W a distance of 481.00 feet (basis of bearings – assumed);  
THENCE S26°40'45"E a distance of 63.24 feet to the North Corner of said Block 41, EAST DENVER being the POINT OF BEGINNING;

THENCE S45°07'00"E coincident with the northeasterly line of said Block 41, a distance of 266.00 feet to the East Corner of said Block 41;  
THENCE S44°54'48"W coincident with the southeasterly line of said Block 41, a distance of 400.97 feet to the South Corner of said Block 41;  
THENCE N45°07'21"W coincident with the southwesterly line of said Block 41, a distance of 265.95 feet to the West Corner of said Block 41;  
THENCE N44°54'24"E coincident with the northwesterly line of said Block 41, a distance of 125.31 feet to the lot line between Lots 11 and 12, said Block 41;  
THENCE S45°07'15"E coincident with said lot line and the extension thereof a distance of 125.34 feet;  
THENCE N44°54'36"E a distance of 175.68 feet;  
THENCE N45°07'00"W a distance of 78.91 feet;  
THENCE N44°54'22"E a distance of 14.45 feet;  
THENCE N45°05'38"W a distance of 46.44 feet to the northwesterly line of said Block 41;  
THENCE N44°54'24"E coincident with said northwesterly line a distance of 85.53 feet to the North Corner of said Block 41, being the POINT OF BEGINNING.

Containing 83,958 square feet, (1.927 Acres), more or less.

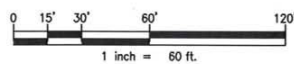
  
Prepared by:   
Marla M. McOmber, PLS 24961  
For and on behalf of Jacobs Engineering Group Inc  
707 17<sup>th</sup> Street #2300, Denver, CO 80202  
303.820.5240

# EXHIBIT A (Page 2 of 2) - PARCEL 2



K:\072120-RTD-Blake\DWG\EXHIBIT\MarketParcels.dwg, CCD Parcel, 2/23/2011, 04:40:24 PM

This exhibit does not represent a monumented survey and is intended only to depict the attached property description.



JACOBS PROJECT NO.	072120
CLIENT PROJECT NO.	MarketSta
REVISION DESCRIPTION	
DRAWN	jsk
DATE	02/23/2011
SCALE	1"=60'
<b>JACOBS</b>	
707 17th Street, Suite 2300, Denver CO 80202 (303) 825-8240 Fax (303) 825-8286	
<small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS ENGINEERING GROUP SHALL BE AT THE SOLE RISK OF THE USER.</small>	

<b>Market Street Station</b>		
NE1/4 Sec. 33, T3S, R68W 6th P.M.		
City & County of Denver		
TITLE:		
Block 41, EAST DENVER		
EXHIBIT A - PARCEL 2		
REVISION:	DRAWING NO.	SHEET NO.
	MarketParcels.dwg	2 of 2



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/26/2014

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 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> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Commerce & Industry Ins Co		19410
	INSURER D: Federal Insurance Company		20281
	INSURER E: XL Insurance America Inc		24554
	INSURER F: Liberty Insurance Underwriters, Inc.		19917

**COVERAGES**      **CERTIFICATE NUMBER: 570054975366**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,750,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMP/OP AGG \$1,750,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$2,000,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
B	<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			WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Misc Liab Cvg			017205111 Crime	01/01/2014	01/01/2015	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Location - 05900. Market St. Garage. City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insured on the above referenced policies except workers' Compensation and Crime.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver 201 W. Colfax Dept. 611 Denver CO 80204 USA	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  <i>Aon Risk Services Central, Inc.</i>
---	---

Holder Identifier : 05900

Certificate No : 570054975366





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570054975366			
CARRIER See Certificate Number: 570054975366	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G : Lexington Insurance Company	19437
INSURER H : National Surety Corporation	21881
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg	\$15,000,000
							Auto Only - ea Accid	\$1,750,000
							Oth than Auto - ea ac	\$1,750,000
	EXCESS LIABILITY							
E				US00005541LI14A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
F				100002719909 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
H				SHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000
	OTHER							
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	Occ & Agg	\$3,000,000

EXHIBIT C

RENT SCHEDULE

Beginning upon the first day of the first month after the full execution of the Lease Agreement:

Months 1 -12: \$9,755.59 per month  $((\$170,000 - \$52,933)/12)$

Months 13 – December 31, 2015 (and as otherwise extended by City per Lease Agreement):

\$14,166.67 per month  $(\$170,000/12)$

EXHIBIT D

EMERGENCY NOTIFICATION PROCESS

In the event of a facility emergency and immediate repairs are necessary; please contact and notify the following city individuals or departments (*in ranking order*):

Scott Bauman – 303-301-5975 (*cell phone #*)

Sean Mackin – 303-815-9822 (*cell phone #*)

Facilities Management – 720-865-8680