

AFTER RECORDATION PLEASE RETURN TO:

Becker Stowe Partners LLC
1600 Broadway, Suite 1600
Denver, Colorado 80202
Attention: Georgeann Becker, Esq.

SITE LEASE NO. 2017A
(DENVER BOTANIC GARDENS PARKING FACILITY)
(Amends and Restates 2008B Site Lease)

DATED [FEBRUARY 16], 2017

BETWEEN

CITY AND COUNTY OF DENVER, COLORADO,
AS LESSOR

AND

DENVER BOTANIC GARDENS PARKING FACILITY LEASING TRUST 2017A
(FORMERLY KNOWN AS DENVER BOTANIC GARDENS PARKING FACILITY
LEASING TRUST 2008),
AS LESSEE

THIS SITE LEASE NO. 2017A (DENVER BOTANIC GARDENS PARKING FACILITY) dated [February 16], 2017 (this “2017A Site Lease”), is between the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), as lessor, and the **DENVER BOTANIC GARDENS PARKING FACILITY LEASING TRUST 2017A** (the “Trust”), which Trust was initially created under the 2008B Indenture defined below and confirmed and denominated as the “Denver Botanic Gardens Parking Facility Leasing Trust 2017A” under the 2017A Indenture, as lessee, *and amends, restates, replaces and supersedes in its entirety the 2008B Site Lease as defined herein.*

PREFACE

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Purchase Agreement No. 2017A (Denver Botanic Gardens Parking Facility) dated the date hereof (the “2017A Lease”) between the Trust, as lessor, and the City, as lessee.

RECITALS

A. The City is authorized, pursuant to Article XX of the State Constitution and the Charter and its plenary grant of powers as a home rule city, to enter into lease purchase agreements in order to lease and acquire land, buildings, equipment and other property for governmental purposes and to purchase, receive, hold and enjoy or sell and dispose of, as lessor or as lessee, real and personal property.

B. In connection with the execution and delivery of a Site Lease No. 2008B (Denver Botanic Gardens Parking Facility Project) dated as of November 12, 2008 (the “2008B Site Lease”), between the City, as lessor, and the Denver Botanic Gardens Parking Facility Leasing Trust 2008, as lessee, and a Lease Purchase Agreement No. 2008B dated as of November 12, 2008 (the “2008B Lease”), between such trust, as lessor, and the City, as lessee, the City Council determined that it was necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City (a) enter into the 2008B Site Lease with such trust and lease thereunder the Parking Facility Site, the City being the owner thereof, to such trust, and additionally, to accept a license under the 2008B Site Lease, across, over, under and on the License Site (as defined in this 2017A Site Lease) and (b) enter into the 2008B Lease to provide for the acquisition, construction and installation of the Parking Facility on the Parking Facility Site and the leasing thereof, as the leased property under the 2008B Lease, from such trust for use by the City, as lessee thereunder, for its governmental and proprietary purposes. The Project (as defined in the 2008B Lease) was completed and the related Certificate of Project Completion under the 2008B Lease delivered as required thereunder on January 11, 2011.

The City owns (1) the Parking Facility Site described on Exhibit A hereto (the “Parking Facility Site”) upon which the Parking Facility described on Exhibit A hereto was constructed and installed and (2) the License Site described on Exhibit C hereto (the “License Site”) which is adjacent to the Parking Facility Site. Pursuant to the Charter and home rule powers, (1) the Parking Facility Site and the License Site are designated park land and (2) the City is authorized to lease the Parking Facility Site to concessionaires, charitable or nonprofit organizations or the

governmental jurisdictions for park purposes. The Trust owns the Parking Facility constructed and installed on the Parking Facility Site.

Pursuant to the 2008B Site Lease, the Parking Facility Site was leased by the City, as lessor, to such trust, as lessee, and pursuant to the 2008B Lease, the Parking Facility Site and the Parking Facility were leased by such trust, as lessor, to the City, as lessee, subject only to Permitted Encumbrances, all as set forth in the 2008B Site Lease and in the 2008B Lease. Pursuant to a License and Access Agreement dated November 12, 2008 (the “2008B License and Access Agreement”), between the Trust and the City, such trust granted to the City a license across, over and on the roof of the Parking Facility and portions of the Parking Facility Site, described herein as the License Site.

Pursuant to a Declaration and Indenture of Trust (Denver Botanic Gardens Parking Facility) dated as of November 12, 2008 (the “2008B Indenture”), entered into by UMB Bank, n.a., Denver, Colorado, as trustee (the “2008B Trustee”), such trust was created and certain Certificates of Participation, Series 2008B (the “2008B Certificates”) were executed and delivered, evidencing an assignment of interests in payments to be made by the City as lessee under the 2008B Lease.

The City and the Trust have determined that it is economically advantageous at this time to effect a Refunding Transaction (as defined in the 2017A Lease) by, among other things, amending, restating, replacing and superseding in their entirety, the 2008B Site Lease, the 2008B Lease and the 2008B License and Access Agreement. The Trust is the owner of the Parking Facility and the leasehold owner of the Parking Facility Site and, in order to accomplish the Refunding Transaction, is to lease the Leased Property (the Parking Facility and the Trust’s leasehold interest in the Parking Facility Site pursuant to this 2017A Site Lease), as lessor, to the City, as lessee, pursuant to the 2017A Lease, subject only to Permitted Encumbrances.

C. The City Council of the City (the “Council”) has determined that it is convenient and in furtherance of the governmental and proprietary purposes of the City and in the best interests of the City and its inhabitants that the City accomplish the Refunding Transaction and in connection therewith (a) pursuant to this 2017A Site Lease, lease to the Trust the Parking Facility Site hereunder and (b) enter into the 2017A Lease to provide for the leasing of the leasehold interest of the Trust in the Parking Facility Site and the ownership interest of the Trust in the Parking Facility, together constituting the “Leased Property” under the 2017A Lease, from the Trust, as lessor, for use by the City, as lessee, for its governmental and proprietary purposes.

D. Pursuant to a Declaration and Indenture of Trust (Denver Botanic Gardens Parking Facility) dated the date hereof (the “2017A Indenture”) entered into by UMB Bank, n.a., Denver, Colorado, as trustee (the “Trustee”) and in order to accomplish the Refunding Transaction, the trust created under the 2008B Indenture will be renamed and denominated the “Denver Botanic Gardens Parking Facility Leasing Trust 2017A” and there will be executed and delivered Certificates of Participation, Series 2017A, in the aggregate principal amount of \$___,___,000 (the “2017A Certificates”) evidencing an assignment of interests in payments to be made by the City as lessee under the 2017A Lease. Pursuant to the 2017A Lease, the proceeds from the execution and delivery of the 2017A Certificates, except for the proceeds used to provide for the payment of the costs of execution and delivery of the 2017A Certificates, are to

be paid by the Trust to the City in consideration for, and as the advance payment of all of the rentals due under, this 2017A Site Lease.

E. The execution, performance and delivery of this 2017A Site Lease, the 2017A Lease and other related documents have been authorized, approved and directed by the City by ordinance enacted by the City Council.

F. In order to accomplish the Refunding Transaction, the City proposes to enter into this 2017A Site Lease with the Trust as a material consideration for the Trust's agreement to lease the Parking Facility Site and the Parking Facility to the City pursuant to the 2017A Lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Site Lease; Term; Grant of License. The City hereby leases to the Trust and the Trust hereby leases from the City, on the terms and conditions set forth herein, the Parking Facility Site as described on Exhibit A, subject to the Permitted Encumbrances described on Exhibit B hereto. The term of this 2017A Site Lease shall commence on the date hereof and shall end on December 31, 2029 (the "Site Lease Termination Date"), unless such term is sooner terminated as provided herein. If prior to the Site Lease Termination Date, the Parking Facility Site has been released, and the Parking Facility transferred and conveyed, by the Trust to the City pursuant to the 2017A Lease as a result of the City's payment of (a) the applicable Purchase Option Price thereunder or (b) all Base Rentals and Additional Rentals as provided in Article 12 of the 2017A Lease, then the term of this 2017A Site Lease shall end immediately thereafter.

The City hereby grants to the Trust, and it agents, contractors, customers, vendors, suppliers, tenants, subtenants, invitees and licensees of each of them a non-exclusive license (the "License") upon, over, under and across the License Site for the purposes of installing, operating and maintaining wet and dry utilities, drainage facilities and vaults, retaining walls or other supports required for the construction, installation, operations and maintenance of the Parking Facility (the "License Improvements"). The scope of the License granted in the 2017A Site Lease shall include installation, operation, construction, maintenance, repair and replacement of the License Improvements, access, ingress and egress for such activity and other such activity necessary to operate and maintain the License Improvements for the term of this 2017A Site Lease, consistent with the terms of this License and as the Trust deems necessary from time to time in its reasonable discretion. All License Improvements must be improved in advance, in writing, by the Executive Director of Public Works and the Executive Director of Parks and Recreation of the City.

Section 2. Rental. The City acknowledges receipt from the Trust, as and for all rentals hereunder, paid in advance and in full, the sum of \$____,000, which sum constitutes consideration for (a) the leasehold interest in the Parking Facility Site granted to the Trust pursuant to this 2017A Site Lease and (b) the execution and delivery of the 2017A Lease. The City hereby determines that such amount is reasonable consideration for the leasing of the Parking Facility Site to the Trust pursuant to this 2017A Site Lease for the term of this 2017A Site Lease.

Section 3. Purpose. So long as no Event of Lease Default or Event of Nonappropriation has occurred, the Trust shall use the Leased Property, including the Parking Facility Site, solely for the purpose of leasing the Leased Property, including the Parking Facility Site, to the City pursuant to the 2017A Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Lease Default, the City shall vacate the Leased Property, including the Parking Facility Site, as provided in the 2017A Lease and the Trustee, on behalf of the Trust, may exercise the remedies provided in this 2017A Site Lease and the 2017A Lease. The City, the Trust and the Trustee (or any purchasers from or assignee or lessee of the Trust) agree that, none of the City, the Trust, the Trustee, and any purchasers from or lessee or assignee of the Trust shall use the Parking Facility Site, the License Site or any portions thereof during the term of this 2017A Site Lease for any purpose other than a designated park purpose under the Charter.

Section 4. Owner in Fee. The City covenants that (a) it is the owner in fee of the Parking Facility Site, subject only to the Permitted Encumbrances described on Exhibit B hereto and (b) the Permitted Encumbrances do not and shall not interfere in any material way with the Leased Property.

Section 5. Sales, Assignments and Subleases. Unless an Event of Nonappropriation or an Event of Lease Default shall have occurred and except as may otherwise be provided in the 2017A Lease, the Trustee, on behalf of the Trust, may not sell or assign the rights and interests of the Trust under this 2017A Site Lease or sublet any portion of the Leased Property, including the Parking Facility Site, without the written consent of the Chief Financial Officer.

Subject to Section 4 above, in the event that (a) the 2017A Lease is terminated for any reason and (b) this 2017A Site Lease is not terminated, the Trustee, on behalf of the Trust, may sublease the Parking Facility Site or any portion thereof then subject of this 2017A Site Lease or sell or assign the Trust's leasehold interests under this 2017A Site Lease, pursuant to the terms of the 2017A Lease and any purchaser from or sublessee or assignee of the Trust may sell or assign its interests in the Parking Facility Site or any portion thereof then subject to this 2017A Site Lease, subject to the terms of this 2017A Site Lease and the 2017A Lease. The City and the Trust (or any purchaser from or assignee or lessee of the Trust) agree that, except as permitted by this 2017A Site Lease and the 2017A Lease and except for Permitted Encumbrances (including purchase options under the 2017A Lease), none of the City, the Trust or any purchaser from or lessee or assignee of the Trust will sell, mortgage or encumber the Parking Facility Site or any portion thereof then subject to this 2017A Site Lease during the term of this 2017A Site Lease.

Section 6. Right of Entry. The City further reserves the right for any of its duly authorized representatives to enter upon the Parking Facility Site or any portion thereof then subject to this 2017A Site Lease at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 7. Termination. The Trust agrees, upon the termination of this 2017A Site Lease to quit and surrender the Leased Property, including the Parking Facility Site, and agrees that any permanent improvements and structures existing upon the Parking Facility Site at the time of the termination of this 2017A Site Lease shall remain thereon and title thereto shall vest in the City.

As provided in Section 1 hereof, this 2017 A Site Lease shall terminate upon the City's exercise of its purchase option of the Leased Property pursuant to Article 12 of the 2017A Lease. Notwithstanding the provisions of Section 1 hereof, in the event that the 2017A Lease is held invalid or unenforceable in respect of the Parking Facility Site by a court of competent jurisdiction that has the effect of terminating the entire 2017A Lease in respect of the Parking Facility Site, such judgment shall also cause the termination of this 2017A Site Lease in respect of the Parking Facility Site.

Section 8. Default. In the event the Trust shall be in default in the performance of any obligation on its part to be performed under the terms of this 2017A Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Trustee, the City may exercise any and all remedies granted by law, except that (a) no merger of this 2017A Site Lease and of the 2017A Lease shall be deemed to occur as a result thereof and (b) the Base Rentals due under the 2017A Lease shall continue to be paid to the Trust, except as otherwise provided in the 2017A Lease. In addition, so long as the 2017A Certificates are outstanding under the Indenture, this 2017A Site Lease shall not be terminated except as described in Sections 1, 7 and 8 hereof.

Section 9. Quiet Enjoyment and Acknowledgment of Ownership. The Trust at all times during the term of this 2017A Site Lease shall peaceably and quietly have, hold and enjoy the Parking Facility Site subject to the provisions of the 2017A Lease, and the City hereby acknowledges that the Trust shall have (a) a leasehold interest in the Parking Facility Site and (b) an ownership interest in the Parking Facility and all improvements and additions on the Parking Facility Site, subject to this 2017A Site Lease and the 2017A Lease.

Section 10. Waiver of Personal Liability of the Trust and the Trustee. All liabilities under this 2017A Site Lease on the part of the Trust and the Trustee are solely liabilities of the Trust and the Trustee, and the City hereby releases each and every member, director, employee and officer of the Trust and the Trustee of and from any personal or individual liability under this 2017A Site Lease. No member, director, employee or officer of the Trust and the Trustee shall at any time or under any circumstances be individually or personally liable under this 2017A Site Lease for anything done or omitted to be done by the Trust and the Trustee hereunder.

Section 11. Trustee's Disclaimer. It is expressly understood and agreed that (a) this 2017A Site Lease is executed by UMB Bank, n.a., Denver, Colorado, solely in its capacity as Trustee for the Denver Botanic Gardens Parking Facility Leasing Trust 2017A, in the exercise of the powers and authority conferred and vested in it by the 2017A Indenture, (b) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended for the purpose of binding only the Trust to this 2017A Site Lease, (c) nothing herein shall be construed as creating any liability on UMB Bank, n.a., Denver, Colorado, other than in its capacity as Trustee and (d) under no circumstances shall UMB Bank, n.a., Denver, Colorado, be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty, or covenant made or undertaken by the Trust under this 2017A Site Lease other than in its capacity as Trustee. Moreover, nothing herein shall require the Trustee to act hereunder except subject to the terms, conditions and protections provided for in the 2017A Indenture.

Section 12. Taxes; Maintenance; Insurance. During the Lease Term of the 2017A Lease and in accordance with the provisions of the 2017A Lease, the City covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon such Parking Facility Site and all maintenance costs and utility charges in connection with such Parking Facility Site. In the event that (a) the 2017A Lease is terminated for any reason, (b) this 2017A Site Lease is not terminated, and (c) the Trustee, on behalf of the Trust, subleases all or any portion of the Parking Facility Site or the Parking Facility or sells or assigns its leasehold interest under this 2017A Site Lease, the Trustee, on behalf of the Trust, shall pay or cause to be paid when due, solely from the proceeds of such sale, subleasing or assignment, all taxes and assessments imposed thereon and maintain such Parking Facility Site and the Parking Facility in good condition and in good working order, unless such taxes and assessments are paid directly by the purchaser, sublessee or assignee of such Parking Facility Site and the Parking Facility.

The provisions of the 2017A Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the 2017A Lease. In the event that (a) the 2017A Lease is terminated for any reason, (b) this 2017A Site Lease is not terminated and (c) the Trustee subleases all or any portion of the Parking Facility Site then subject to this 2017A Site Lease or sells or assigns its leasehold interest in this 2017A Site Lease and its ownership interest in the Parking Facility, the Trustee, on behalf of the Trust, or any sublessee, purchaser or assignee of the Parking Facility Site then subject to this 2017A Site Lease shall obtain and keep in force, (1) commercial general liability insurance against claims for personal injury, death or damage to property of others occurring on or in such Parking Facility Site in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate and (2) property insurance in an amount not less than the full replacement value of the Parking Facility Site. Any such insurance that is to be obtained by the Trustee, on behalf of the Trust, shall be paid for solely from the proceeds of such subleasing, sale or assignment or from moneys furnished to the Trustee under the 2017A Indenture. All such insurance shall name the Trust, the Trustee, any sublessee, purchaser or assignee and the City as insured. The Trust, the Trustee and the City shall waive any rights of subrogation with respect to the Trust, the Trustee and the City and any sublessee or assignee of the Trust, and their members, directors, officers, agents and employees, while acting within the scope of their employment, and each such insurance policy shall contain such a waiver of subrogation by the issuer of such policy.

Section 13. Damage, Destruction or Condemnation. The provisions of the 2017A Lease shall govern with respect to any damage, destruction or condemnation of the Leased Property (the Parking Facility Site and the Parking Facility) during the Lease Term of the 2017A Lease. In the event that (a) the 2017A Lease is terminated for any reason and (b) this 2017A Site Lease is not terminated, and either (1) the Leased Property or any portion thereof are damaged or destroyed, in whole or in part, by fire or other casualty, or (2) title to or use of the Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the City, the Trust and the Trustee, or any sublessee, purchaser or assignee of the Leased Property from the Trust shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article 10 of the 2017A Lease.

Section 14. Hazardous Substances. The following covenant shall only pertain to this 2017A Site Lease in the event that (a) the 2017A Lease is terminated for any reason, (b) this

2017A Site Lease is not terminated and (c) the Trust subleases all or any portion of the Parking Facility Site or the Leased Property or sells or assigns of its interests in this 2017A Site Lease.

Except for customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, none of the City, the Trust, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trust shall cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the Project Site without prior written notice to the City and the Trustee and all Hazardous Substances, including, customary materials necessary for construction, operation, cleaning and maintenance of the Leased Property, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Substance so brought upon or used or kept in or about the Site. If the presence of Hazardous Substance on the Leased Property caused or permitted by the City, the Trust, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trust, as the case may be, results in contamination of the Parking Facility Site, or if contamination of the Parking Facility Site by Hazardous Substance otherwise occurs for which the City, the Trust, the Trustee or any sublessee or assignee of the Leased Property, as the case may be, is legally liable for damage resulting therefrom, then the City, the Trust, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trust, as the case may be, shall reimburse the other party for its reasonable and necessary legal expenses to defend the parties hereto or assignees hereof that have not caused or permitted such contamination and are not so legally liable with respect to this 2017A Site Lease from claims for damages, penalties, fines, costs, liabilities or losses; provided that the cost of such defense, (a) in the case of the Trust and the Trustee, shall be payable solely from the Trust Estate, or (b) in the case of the City, shall be payable only if the cost of such defense has been appropriated by the City. This duty to reimburse legal expenses is not an indemnification. It is expressly understood that none of the City, the Trust, the Trustee or any sublessee, purchaser or assignee is indemnifying any other person with respect to this 2017A Site Lease. Without limiting the foregoing, if the presence of any Hazardous Substance on the Parking Facility Site caused or permitted by

(a) the Trust, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trust, as the case may be, results in any contamination of the Parking Facility Site, the Trust, the Trustee or any sublessee, purchaser or assignee of the Leased Property from the Trust, as the case may be, shall provide prior written notice to the City and the Trustee and promptly take all actions, solely at the expense of the Trust Estate as are necessary to effect remediation of the contamination in accordance with legal requirements; or

(b) the City, results in any contamination of the Parking Facility Site, the City shall provide prior written notice to the Trustee and promptly take all actions, solely at the expense of the City, which expenses shall constitute Additional Rentals, as are necessary to effect remediation of the contamination in accordance with legal requirements.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this 2017A Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and

conditions of this 2017A Site Lease shall be affected thereby, and each provision of this 2017A Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16. No Merger. The City, the Trust and the Trustee intend that the legal doctrine of merger shall have no application to this 2017A Site Lease and that neither the execution and delivery of the 2017A Lease by the Trustee, on behalf of the Trust, and the City nor the exercise of any remedies under this 2017A Site Lease or the 2017A Lease shall operate to terminate or extinguish this 2017A Site Lease or the 2017A Lease, except as specifically provided herein and therein.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally, electronically or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the 2017A Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Section 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this 2017A Site Lease.

Section 19. Execution. This 2017A Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same 2017A Site Lease.

Section 20. Electronic Signatures and Electronic Records. The Trust consents to the use of electronic signatures by the City. This 2017A Site Lease and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The City and the Trust agree not to deny the legal effect or enforceability of this 2017A Site Lease solely because it is in electronic form or because an electronic record was used in its formation. The City and the Trust agree not to object to the admissibility of this 2017A Site 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 grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 21. Electronic Transactions. The transactions described herein may be conducted and related documents may be stored by electronic means. Accurate copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. No Discrimination in Employment. In connection with the performance of work under this 2017A Site Lease, the Trustee, on behalf of the Trust and as Trustee under the 2017A Indenture, may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital

status, or physical or mental disability; and shall insert the foregoing provisions in all contracts and subcontracts entered into with respect to this 2017A Site Lease.

Section 23. Amendment and Restatement of 2008B Site Lease. This 2017A Site Lease shall amend, restate, replace and supersede in its entirety the 2008B Site Lease. This 2017A Site Lease shall set forth the entire understanding and agreement regarding the terms and conditions upon which the City has leased and is leasing the Parking Facility Site to the Trust and upon which the Trust, in turn, is leasing the Parking Facility Site from the City. All prior negotiations, discussions, offers and agreements between the Trust and the City regarding the foregoing are hereby merged and incorporated in this 2017A Site Lease.

[Signature pages follow]

IN WITNESS WHEREOF, the City has executed this 2017A Site Lease the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER, COLORADO,
as Lessor

Debra Johnson,
Clerk and Recorder, *Ex-Officio*
Clerk of the City and County of Denver

Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Kristin M. Bronson, Attorney for the
City and County of Denver

Chief Financial Officer/Manager of Finance

By _____
City Attorney

Auditor _____

IN WITNESS WHEREOF, the Trustee has executed this 2017A Site Lease the day and year first above written.

**DENVER BOTANIC GARDENS PARKING FACILITY
LEASING TRUST 2017A, as Lessee**
By its Trustee:
UMB BANK, N.A.

By: Leigh M. Lutz
Its: Senior Vice President

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

The foregoing instrument was acknowledged before me this [February 16], 2017, by Leigh M. Lutz, as Senior Vice President of UMB Bank, n.a., Denver, Colorado, as Trustee for the Denver Botanic Gardens Parking Facility Leasing Trust 2017A.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires:

EXHIBIT A
DESCRIPTION OF
THE LEASED PROPERTY
(Denver Botanic Gardens Parking Facility)

Legal Description of the Parking Facility Site:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 66, E.F. HALLACK'S SECOND ADDITION TO DENVER, ACCORDING TO THE SUBDIVISION PLAT RECORDED IN ENGINEERING BOOK 02 AT PAGE 012, JUNE 1, 1887 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER (ORIGINALLY RECORDED AT BOOK 4, PAGE 34 CLERK RECORD NUMBER 403 OF ARAPAHOE COUNTY, COLORADO) AND CONSIDERING THE NORTH LINE OF SAID BLOCK 66 TO BEAR NORTH 89°48'49" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°11'11" EAST, ALONG THE WEST LINE OF SAID BLOCK 66, A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 36 OF SAID BLOCK 66, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 52°33'39" EAST, A DISTANCE OF 280.99 FEET TO A POINT ON THE EASTERLY LINE OF AN UNPLATTED PARCEL OF LAND AS DESCRIBED UNDER "ALSO" IN THE SUPPLEMENTARY AGREEMENT DATED AUGUST 28, 1958 ON FILE WITH THE CITY CLERK. EXECUTION AUTHORIZED BY ORDINANCE NO. 304, SERIES 1958, SAID POINT BEING ON A CURVE;

THENCE ALONG SAID EASTERLY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°23'18", A RADIUS OF 379.30 FEET, AN ARC LENGTH OF 48.91 FEET AND THE CHORD OF WHICH BEARS SOUTH 31°08'08" WEST, A DISTANCE OF 48.88 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 34°49'47" WEST, A DISTANCE OF 36.04 FEET;

THENCE SOUTH 10°10'13" EAST, A DISTANCE OF 12.73 FEET;

THENCE SOUTH 34°49'47" WEST, A DISTANCE OF 19.13 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35°33'00", A RADIUS OF 430.30 FEET, AND AN ARC LENGTH OF 266.99 FEET, AND THE CHORD OF WHICH BEARS SOUTH 17°03'17" WEST, A DISTANCE OF 262.72 FEET;

THENCE SOUTH 00°43'13" EAST, A DISTANCE OF 117.44 FEET;

THENCE SOUTH 44°16'47" WEST, A DISTANCE OF 12.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JOSEPHINE STREET ACCORDING TO THE BOUNDARY SURVEY FOR BOTANICAL GARDENS PREPARED BY ASPEN SURVEYING, INC., DATED 08-

18-1995, AND CITY AND COUNTY OF DENVER PUBLIC WORKS ENGINEERING AGENCY BOUNDARY SURVEY DATED 8-25-71, SURVEY BOOK NO. 012;
THENCE SOUTH 00°43'13" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET;
THENCE NORTH 86°18'22" WEST, A DISTANCE OF 82.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET AS RECORDED IN BOOK 5225 AT PAGE 188;

THENCE NORTH 00°10'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET;
THENCE NORTH 45°10'19" WEST, A DISTANCE OF 28.28 FEET;
THENCE NORTH 00°10'19" WEST, A DISTANCE OF 381.02 FEET;
THENCE NORTH 44°49'41" EAST, A DISTANCE OF 28.28 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 00°10'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 187.49 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 66;
THENCE NORTH 00°11'11" WEST, ALONG THE WESTERLY LINE OF SAID BLOCK 66 AND THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET, A DISTANCE OF 54.35 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 88,723 SQUARE FEET, OR 2.037 ACRES, MORE OR LESS.

Description of Parking Facility:

The Trust's ownership interest in the Parking Facility: the 138,800 square foot, three (3) level parking facility with 334 parking spaces and including an elevator, welcome pavilion, ticket building, restroom facilities, "living walls," retaining walls and drainage facilities, all located on the Parking Facility Site.

EXHIBIT B
PERMITTED ENCUMBRANCES

[Permitted Encumbrances as defined in Section 1.2 of the 2017A Lease and the following:

1. Terms, conditions, provisions, agreements and obligations as specified in the Covenant executed by Denver Botanic Gardens, Inc. dated July 13, 1983 and recorded July 14, 1983 in Book 2857 at Page 129.
2. Terms, conditions, provisions, agreements and obligations as specified in the Ordinance recorded in Book 9916 at Page 618.
3. All matters set forth in the plat of E.F. Hallack's Second Addition to Denver recorded in (plat) Book 4 at Page 34.]

[To be revised as set forth in title insurance policy, if necessary]

EXHIBIT C
DESCRIPTION OF THE LICENSE SITE

PARCEL 2

A PARCEL OF LAND BEING LOTS 1 THROUGH 7 INCLUSIVE, PART OF LOTS 34 AND 35, ALL OF LOTS 36 THROUGH 40 INCLUSIVE, BLOCK 66 AND THE VACATED ALLEY THEREOF, E.F. HALLACK'S SECOND ADDITION TO DENVER, ACCORDING TO THE SUBDIVISION PLAT RECORDED IN ENGINEERING BOOK 02 AT PAGE 012, JUNE 1, 1887 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER (ORIGINALLY RECORDED AT BOOK 4, PAGE 34 CLERK RECORD NUMBER 403 OF ARAPAHOE COUNTY, COLORADO) TOGETHER WITH AN UNPLATTED PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 66, AND CONSIDERING THE NORTH LINE OF SAID BLOCK 66 TO BEAR NORTH 89°48'49" EAST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°48'49" EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK 66, A DISTANCE OF 266.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 66;

THENCE SOUTH 00°11'11" EAST, ALONG THE EASTERLY LINE OF SAID BLOCK 66, A DISTANCE OF 178.31 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 66;

THENCE SOUTH 89°38'56" WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 66, A DISTANCE OF 4.61 FEET TO THE EASTERLY LINE OF AN UNPLATTED PARCEL OF LAND AS DESCRIBED UNDER "ALSO" IN THE SUPPLEMENTARY AGREEMENT DATED AUGUST 28, 1958 ON FILE WITH THE CITY CLERK. EXECUTION AUTHORIZED BY ORDINANCE NO. 304, SERIES 1958, SAID POINT BEING ON A CURVE;

THENCE ALONG SAID EASTERLY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°52'58", A RADIUS OF 379.30 FEET, AN ARC LENGTH OF 125.00 FEET AND THE CHORD OF WHICH BEARS SOUTH 18°00'00" WEST, A DISTANCE OF 124.44 FEET;

THENCE NORTH 52°33'39" WEST, A DISTANCE OF 280.99 FEET TO THE WESTERLY LINE OF SAID BLOCK 66;

THENCE NORTH 00°11'11" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED AREA OF 57,378 SQUARE FEET, OR 1.317 ACRES, MORE OR LESS.