

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Courtney L. Diguardi, Esq.

**FACILITIES LEASE AGREEMENT NO. 2026
(COLORADO CONVENTION CENTER FIRE ALARM PROJECT)**

DATED [CLOSING DATE]

BETWEEN

**CITY AND COUNTY OF DENVER, COLORADO,
AS LESSOR**

AND

**DENVER PUBLIC FACILITIES LEASING TRUST 2026 (COLORADO CONVENTION
CENTER FIRE ALARM PROJECT),
AS LESSEE**

THIS FACILITIES LEASE AGREEMENT NO. 2026 (COLORADO CONVENTION CENTER FIRE ALARM PROJECT) dated [CLOSING DATE] (this “2026 Facilities Lease”), is entered into between the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), as lessor, and the **DENVER PUBLIC FACILITIES LEASING TRUST 2026 (COLORADO CONVENTION CENTER FIRE ALARM PROJECT)** (the “2026 Trust”), as lessee.

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. 2026 (Colorado Convention Center Fire Alarm Project) dated the date hereof (the “2026 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. The City owns the Colorado Convention Center and the related land on which the Colorado Convention Center is located, including all of the buildings and related parking, paving, drainage and landscaping improvements located on such land; the City intends to improve the existing fire alarm system in the Colorado Convention Center (the “Project”) using lease purchase financing.

C. In respect of this lease purchase financing transaction, the City’s ownership interest in the Convention Center Parking Garage and the Denver Performing Arts Complex Garage is to constitute the “Facilities” to be leased, including a license for all necessary access to the Facilities, by the City to the 2026 Trust pursuant to the terms of this 2026 Facilities Lease (the “2026 Facilities Leased Property”).

D. The City Council of the City (the “Council”) has determined that it is 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 (1) pursuant to the 2026 Facilities Lease, lease to the 2026 Trust the 2026 Facilities Leased Property described on Exhibit A attached hereto to the 2026 Trust access to the Facilities as further described on Exhibit A, as the same may be amended pursuant to the terms hereof and pursuant to the terms of the 2026 Lease, constituting the “2026 Facilities Leased Property” hereunder; and (2) enter into the 2026 Lease to lease the 2026 Facilities Leased Property from the 2026 Trust for use by the City, as lessee thereunder, for its governmental and proprietary purposes.

E. Pursuant to this 2026 Facilities Lease, the 2026 Facilities Leased Property is to be leased and licensed by the City, as lessor, to the 2026 Trust, as lessee, and pursuant to the 2026 Lease, the 2026 Leased Property (as defined therein) thereunder is to be leased by the 2026 Trust,

as lessor, to the City, as lessee, subject only to Permitted Encumbrances, all as set forth herein and in the 2026 Lease.

F. Pursuant to a Declaration and Indenture of Trust (Denver Public Facilities Leasing Trust 2026 (Colorado Convention Center Fire Alarm Project)) dated the date hereof (the “2026 Indenture”) entered into by Zions Bancorporation, National Association, as trustee (the “Trustee”), the 2026 Trust is created and there will be executed and delivered Certificates of Participation, Series 2026, in the aggregate principal amount of \$[_____] (the “2026 Certificates”), evidencing an assignment of interests in payments to be made by the City as lessee under the 2026 Lease. Pursuant to the 2026 Lease, the proceeds from the execution and delivery of the 2026 Certificates, except for the proceeds used to provide for the payment of the costs of execution and delivery of the 2026 Certificates, are to be paid by the 2026 Trust to the City in consideration for, and as the advance payment of all of the rentals due under, this 2026 Facilities Lease.

G. The execution, performance and delivery of this 2026 Facilities Lease, the 2026 Lease and other related documents have been authorized, approved and directed by the City by ordinance enacted by the City Council.

H. The City proposes to enter into this 2026 Facilities Lease with the 2026 Trust as a material consideration for the 2026 Trust’s agreement to lease the 2026 Leased Property to the City pursuant to the 2026 Lease.

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

Section 1. Lease; Facilities Lease Term; Environmental Covenant. The Council has determined that it is 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 hereby leases to the 2026 Trust and the 2026 Trust hereby leases from the City, on the terms and conditions set forth herein, the 2026 Facilities Leased Property as described on Exhibit A, subject to the Permitted Encumbrances on Exhibit B hereto.

The term of this 2026 Facilities Lease shall commence on the date hereof and shall end on [_____] (the “2026 Facilities Lease Termination Date”), unless such term is sooner terminated as provided herein. If prior to the 2026 Facilities Lease Termination Date, all of the 2026 Facilities Leased Property have been released by the 2026 Trust to the City pursuant to the 2026 Lease as a result of the City’s payment of (a) the Purchase Option Price or (b) all Base Rentals and Additional Rentals as provided in Article 12 of the 2026 Lease, then the term of this 2026 Facilities Lease shall end immediately thereafter.

Except for materials that are pre-existing on the 2026 Facilities Leased Property, including the Land, and for customary materials necessary for operating, cleaning and maintaining the 2026 Facilities Leased Property, the 2026 Trust shall not cause or permit any Hazardous Substance to be brought upon, generated at, stored or kept or used in or about the 2026 Facilities Leased Property without prior written notice to the Trustee, and all Hazardous Substances, including customary materials necessary for operating, cleaning and maintaining the 2026 Facilities 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 2026 Facilities Leased Property. If the presence of a Hazardous Substance on the 2026 Facilities Leased Property caused or permitted by the City results in contamination of the 2026 Facilities Leased Property, or if contamination of the 2026 Facilities Leased Property by Hazardous Substance otherwise occurs for which the City is legally liable for damage resulting therefrom, then the City shall defend (to the extent that an Appropriation for the necessary moneys has been effected by the City) the Trustee and the 2026 Trust from claims for damages, penalties, fines, costs, liabilities or losses. This duty to defend is not an indemnification, it is expressly understood that the City is not indemnifying the Trustee or the 2026 Trust and expenses of such defense shall constitute Additional Rentals. Without limiting the foregoing, if the presence of any Hazardous Substance on the 2026 Facilities Leased Property caused or permitted by the City results in any contamination of the 2026 Facilities Leased Property, the City shall provide prior written notice to the Trustee and promptly take all actions at its sole expense (which expenses shall constitute Additional Rentals) as are necessary to effect remediation of the contamination in accordance with legal requirements.

Section 2. Rental. The City acknowledges receipt from the 2026 Trust, as and for all rentals hereunder, paid in advance and in full, the sum of \$[_____], which sum constitutes consideration for (a) the leasehold interest in the 2026 Facilities Leased Property granted to the 2026 Trust pursuant to this 2026 Facilities Lease and (b) the execution and delivery of the 2026 Lease. The City hereby determines that such amount is reasonable consideration for the leasing of the 2026 Facilities Leased Property to the 2026 Trust pursuant to this 2026 Facilities Lease for the term of this 2026 Facilities Lease.

Section 3. Purpose. So long as no Event of Lease Default or Event of Nonappropriation has occurred, the 2026 Trust shall use the 2026 Facilities Leased Property solely for the purpose of leasing the 2026 Leased Property to the City pursuant to the 2026 Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Lease Default or an Event of Nonappropriation and a termination of the 2026 Lease, the City shall vacate the 2026 Facilities Leased Property as provided in the 2026 Lease and the Trustee, on behalf of the 2026 Trust, may exercise the remedies provided in this 2026 Facilities Lease and the 2026 Lease.

Section 4. Owner in Fee. The City covenants that (a) it is the owner in fee of the 2026 Facilities Leased Property, 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 2026 Facilities 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 2026 Lease, the Trustee, on behalf of the 2026 Trust, may not sell or assign the rights and interests of the 2026 Trust under this 2026 Facilities Lease or sublet any of the 2026 Facilities Leased Property without the written consent of the Manager of Finance after consultation with the Director of Denver Arts and Venues.

In the event that (a) the 2026 Lease is terminated for any reason and (b) this 2026 Facilities Lease is not terminated, the Trustee, on behalf of the 2026 Trust, may sublease the 2026 Facilities

Leased Property or any portion thereof, or sell or assign the 2026 Trust's leasehold interests under this 2026 Facilities Lease, pursuant to the terms of this 2026 Facilities Lease and the 2026 Lease and any purchaser from or sublessee or assignee of the 2026 Trust may sell or assign its interests in the 2026 Facilities Leased Property or any portion thereof pursuant to the terms of this 2026 Facilities Lease and the 2026 Lease. The City and the 2026 Trust (or any purchaser from or assignee or lessee of the 2026 Trust) agree that, except as permitted by this 2026 Facilities Lease and the 2026 Lease and except for Permitted Encumbrances (including purchase options under the 2026 Lease), neither the City the 2026 Trust nor any purchaser from or lessee or assignee of the 2026 Trust will sell, mortgage or encumber the 2026 Facilities Leased Property or any portion thereof during the term of this 2026 Facilities Lease.

In the event that the 2026 Lease is terminated and this 2026 Facilities Lease remains in effect, and the Trustee exercises its remedies pursuant to the 2026 Indenture, then the term of this 2026 Facilities Lease shall end when the remaining outstanding principal amount of the 2026 Certificates, plus accrued interest thereon, have been paid in full or provision has been made for such payment, provided that in the event that the payment of such 2026 Certificates has been made from a sale or assignment of the Trustee's leasehold interest in the 2026 Facilities Leased Property, then this 2026 Facilities Lease shall remain in effect in accordance with the terms and provisions of any such sublease or assignment. Notwithstanding the foregoing or any provision to the contrary contained herein or in the 2026 Indenture, the term of any sublease of the 2026 Facilities Leased Property or any portion thereof, or any assignment of the Trustee's interest in this 2026 Facilities Lease, pursuant to Section 9 hereof, the 2026 Lease and the 2026 Indenture, shall not extend beyond the 2026 Facilities Lease Termination Date.

Section 6. Right of Entry. The City further reserves the right for any of its duly authorized representatives to enter upon the 2026 Facilities Leased Property or any portion thereof then subject to this 2026 Facilities 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 2026 Trust agrees, upon the termination of this 2026 Facilities Lease in respect of the 2026 Facilities Leased Property, to quit and surrender the 2026 Facilities Leased Property and agrees that any permanent improvements and structures existing upon the 2026 Facilities Leased Property at the time of the termination of this 2026 Facilities Lease shall remain thereon and title thereto shall vest in the City.

Section 8. Default. In the event the 2026 Trust shall be in default in the performance of any obligation on its part to be performed under the terms of this 2026 Facilities Lease, which default continues for thirty (30) days following written 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 2026 Facilities Lease and of the 2026 Lease shall be deemed to occur as a result thereof and (b) the Base Rentals due under the 2026 Lease shall continue to be paid to the 2026 Trust, except as otherwise provided in the 2026 Lease. In addition, so long as the 2026 Certificates are outstanding under the 2026 Indenture, this 2026 Facilities Lease shall not be terminated.

Section 9. Quiet Enjoyment and Acknowledgment of Ownership. The 2026 Trust at all times during the term of this 2026 Facilities Lease shall peaceably and quietly have, hold and enjoy the 2026 Facilities Leased Property subject to the provisions of the 2026 Lease, and the City

hereby acknowledges that the 2026 Trust shall have a leasehold and access license interest in the 2026 Facilities Leased Property and all additional improvements or additions to be made to the 2026 Facilities Leased Property subject to this 2026 Facilities Lease and the 2026 Lease. The 2026 Facilities Leased Property (as defined in Exhibit A hereto) shall be released from this 2026 Facilities Lease and shall not constitute 2026 Facilities Leased Property hereunder upon the occurrence of certain circumstances and pursuant to the terms of the 2026 Lease and as additionally set forth in Sections 1 and 7 hereof.

Section 10. Waiver of Personal Liability of the 2026 Trust and the Trustee. All liabilities under this 2026 Facilities Lease on the part of the 2026 Trust and the Trustee are solely liabilities of the 2026 Trust and the Trustee, and the City hereby releases each and every member, director, employee and officer of the 2026 Trust and the Trustee of and from any personal or individual liability under this 2026 Facilities Lease. No member, director, employee or officer of the 2026 Trust and the Trustee shall at any time or under any circumstances be individually or personally liable under this 2026 Facilities Lease for anything done or omitted to be done by the 2026 Trust and the Trustee hereunder.

Section 11. Taxes; Maintenance; Insurance. During the Lease Term of the 2026 Lease and in accordance with the provisions of the 2026 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 2026 Facilities Leased Property and all maintenance costs and utility charges in connection with such 2026 Facilities Leased Property. In the event that (a) the 2026 Lease is terminated for any reason, (b) this 2026 Facilities Lease is not terminated and (c) the Trustee, on behalf of the 2026 Trust, subleases all or any portion of such 2026 Facilities Leased Property or sells or assigns its leasehold interest created by this 2026 Facilities Lease, the Trustee, on behalf of the 2026 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 2026 Facilities Leased Property in good condition and in good working order, unless such taxes and assessments are paid directly by the purchaser, sublessee or assignee of such 2026 Facilities Leased Property.

The provisions of the 2026 Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the 2026 Lease. In the event that (a) the 2026 Lease is terminated for any reason, (b) this 2026 Facilities Lease is not terminated and (c) the Trustee subleases all or any portion of the 2026 Facilities Leased Property or sells or assigns its leasehold interest in this 2026 Facilities Lease, the Trustee, on behalf of the 2026 Trust, or any sublessee, purchaser or assignee of the 2026 Facilities Leased Property 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 2026 Facilities Leased Property 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 2026 Facilities Leased Property. Any such insurance that is to be obtained by the Trustee, on behalf of the 2026 Trust, shall be paid for solely from the proceeds of such subleasing, sale or assignment or from moneys furnished to the Trustee under the 2026 Indenture. All such insurance shall name the 2026 Trust, the Trustee, any sublessee, purchaser or assignee and the City as insured. The 2026 Trust, the Trustee and the City shall waive any rights of subrogation with respect to the 2026 Trust, the Trustee and the City and any sublessee or assignee of the 2026 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 12. Damage, Destruction or Condemnation. The provisions of the 2026 Lease shall govern with respect to any damage, destruction or condemnation of the 2026 Facilities Leased Property during the Lease Term of the 2026 Lease. In the event that (a) the 2026 Lease is terminated for any reason and (b) this 2026 Facilities Lease is not terminated, and either (1) the 2026 Facilities Leased Property or any portion thereof is damaged or destroyed, in whole or in part, by fire or other casualty, or (2) title to or use of the 2026 Facilities Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the City, the 2026 Trust and the Trustee, or any sublessee, purchaser or assignee of the 2026 Facilities Leased Property from the 2026 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 2026 Lease.

Section 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this 2026 Facilities 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 2026 Facilities Lease shall be affected thereby, and each provision of this 2026 Facilities Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14. No Merger. The City, the 2026 Trust and the Trustee intend that the legal doctrine of merger shall have no application to this 2026 Facilities Lease and that neither the execution and delivery of the 2026 Lease by the Trustee, on behalf of the 2026 Trust, and the City nor the exercise of any remedies under this 2026 Facilities Lease or the 2026 Lease shall operate to terminate or extinguish this 2026 Facilities Lease or the 2026 Lease, except as specifically provided herein and therein.

Section 15. 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 2026 Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Section 16. 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 2026 Facilities Lease.

Section 17. Execution. This 2026 Facilities 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 2026 Facilities Lease.

Section 18. Amendments. Except as otherwise provided herein, this 2026 Facilities Lease may not be effectively amended, changed modified or altered other than by the execution of a subsequent document in the same manner as this 2026 Facilities Lease is executed and in accordance with the 2026 Indenture.

Section 19. Electronic Transactions. The City and the 2026 Trust consent to the use of electronic signatures hereunder. This 2026 Facilities Lease and any other documents requiring a signature hereunder, may be signed electronically by the City and the 2026 Trust in the manner specified by the City. The City and the 2026 Trust agree not to deny the legal effect or enforceability of this 2026 Facilities Lease solely because it is in electronic form or because an electronic record was used in its formation. The City and the 2026 Trust agree not to object to the admissibility of this 2026 Facilities 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 20. Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this 2026 Facilities Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the City, as lessor, the 2026 Trust, as lessee, the Trustee, on behalf of the 2026 Trust, and their respective successors and assigns and nothing contained in this 2026 Facilities Lease shall give or allow any such claim or right of action by any other or third person on this 2026 Facilities Lease, provided that the Trustee shall comply with the terms and provisions of the 2026 Indenture related to the enforcement of this 2026 Facilities Lease and the rights of action related to such enforcement.

[Signature page follows]

IN WITNESS WHEREOF, the City has executed this 2026 Facilities Lease the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER, COLORADO,
as Lessor

Paul D. López
Clerk and Recorder, *Ex-Officio*
Clerk of the City and County of Denver

Mayor

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Miko Ando Brown, Attorney for the
City and County of Denver

By _____
Miko Ando Brown
City Attorney

Chief Financial Officer, as the Manager of
Finance/*ex officio* Treasurer

Auditor _____

EXHIBIT A
DESCRIPTION OF
THE 2026 Facilities Leased Property
(COLORADO CONVENTION CENTER FIRE ALARM PROJECT)

Description of 2026 Facilities Leased Property:

Convention Center Parking Garage:

The Convention Center Parking Garage is a three-level parking structure that has a total of 761 stalls. P1 stalls include 298 stalls that include 6 ADA, 3 hybrid and 1 EV charging station stalls. P2 consists of 296 stalls that includes 4 ADA stalls. P3 consists of 167 stalls that include 4 ADA stalls. The total square footage of the parking garage is approximately 502,683 SF. Areas included in the gross floor area include ramps, drive isles, landings, and storage areas. The garage also includes support areas for truck loading reserved to the City. The Convention Center Parking Garage provides transient and monthly parking, and is open to the general public 24 hours a day, seven days a week.

Denver Performing Arts Complex Garage:

The Denver Performing Arts Complex Parking Garage is an eight-level, 1,700-space, including 23 regular ADA stalls and 5 van accessible ADA stalls and 4 EV charging stall, in the approximately 700,000 square foot parking structure attached to the Denver Performing Arts Complex. The Denver Performing Arts Complex Parking Garage was constructed in 1977 and is located at 1055 13th Street, Denver, Colorado on the southeast corner of Speer Boulevard and Arapahoe Street. The Denver Performing Arts Complex Parking Garage provides transient and monthly parking and is open to the general public 24 hours a day, seven days a week.

Legal Description of 2026 Facilities Leased Property:

Convention Center Parking Garage:

All that property lying above the lowest most structural element of said parking garage lying within the following described parcels;
Lot 1, Block 2;
Lot 1, Block 3;
Stout Street right-of-way;
Part of Lot 1, Block 1, lying northwesterly of historic Stout Street range line,
Colorado Convention Center Subdivision, City and County of Denver, State of Colorado.

Denver Performing Arts Complex Garage:

All that property lying above the lowest most structural element of said parking garage lying within the following described parcels:

Lots 1 through 32, inclusive, Block 100, East Denver, together with all of the vacated alley in said Block 100, as vacated by Ordinance No. 395, Series of 1976, recorded September 13, 1976, in Book 1316 at Page 197, City and County of Denver, State of Colorado;

Together with a portion of vacated Curtis Street lying between Blocks 100 and 105, said East Denver, as vacated by Ordinance No. 170, Series of 1975, recorded April 10, 1975, in Book 1036 at Page 296; said portion lying northwesterly of Parcel F, as described in the Reciprocal Easement Agreement recorded May 28, 2003, at Reception No. 2003103862, City and County of Denver, State of Colorado.

**EXHIBIT B
PERMITTED ENCUMBRANCES**

[TO COME]