

## **LEASE OF FACILITIES**

Dated as of \_\_\_\_\_, 2026

Between

City and County of Denver

And

Public Service Company of Colorado

PSCo Document No. \_\_\_\_\_

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## LEASE OF FACILITIES

This Lease is made as of \_\_\_\_\_, 2026, by and between the City and County of Denver, a municipal corporation of the State of Colorado, ("Lessor") and Public Service Company of Colorado, a Colorado corporation ("PSCo").

### RECITALS

A. Lessor owns certain chilled water generation and circulation facilities described on the attached Exhibit A. These facilities are located on the premises described in the attached Exhibit B. Lessor currently leases these facilities to PSCo to generate and circulate chilled water to cool space in Lessor's buildings located in Denver, Colorado pursuant to that Lease of Facilities by and between Lessor and PSCo dated June 13, 2000, as amended (the "Prior Lease"), at the buildings listed and described in Exhibit B (collectively, the "Buildings").

B. PSCo owns and operates a district chilled water system in downtown Denver which PSCo uses to generate and provide chilled water service to owners and operators of buildings and other facilities, which those owners and operators use for cooling space within their premises. Pursuant to a separate Chilled Water Service Agreement dated the date hereof between PSCo and Lessor (the "Chilled Water Service Agreement"), PSCo has agreed to continue providing chilled water service to Lessor, partially by leasing and operating Lessor's existing chilled water generation and circulation facilities.

C. This Agreement sets forth the terms by which PSCo will continue to lease Lessor's chilled water generation and circulation facilities and certain of Lessor's premises from Lessor in order to generate and supply chilled water to Lessor and others.

### AGREEMENTS

THEREFORE, in consideration of the foregoing, and the mutual promises contained herein, the parties agree as follows:

1. Lease. Effective as of the beginning of the Term (defined below), Lessor leases to PSCo the chilled water generation and circulation facilities described on the attached Exhibit A (the "Leased Facilities") and the premises described in the attached Exhibit B (the "Leased Premises"), and PSCo leases the Leased Facilities and Leased Premises from Lessor, to have and to hold during the Term, subject to the terms of this Lease.

2. Quiet Enjoyment. Lessor shall covenant and defend PSCo in the quiet enjoyment and possession of the Leased Facilities and Leased Premises during the Term. Lessor covenants that the Leased Premises may be used as a chilled water generation plant and otherwise for the purposes of generating chilled water. Lessor acknowledges and agrees that Lessor is familiar with the type of noise and other activity generated by the Leased Facilities and chilled water plants in general. Lessor and PSCo will both conduct operations so as to minimize interference with each other's use of the Leased Premises.

3. Covenants of the Parties. Lessor covenants to observe and perform all of the terms and conditions to be observed and performed under this Lease. Lessor understands that compliance with such terms and conditions is critical to both Lessor's operations and for PSCo's operations for providing chilled water service not only to Lessor but other customers as well, and that Lessor's promises herein are a material inducement to PSCo entering into this Lease. PSCo covenants to pay the rent when due under this Lease, and to observe and perform all of the terms and conditions to be observed and performed by PSCo under this Lease.

4. Term. The leasing of the Leased Facilities and the Leased Premises will begin on July 1, 2026 (the "Lease Date"), and will extend for a term ending June 30, 2036 ("Primary Term"), and will continue in full force effect for two additional ten-year terms thereafter unless either party terminates this Lease effective upon the expiration of the Primary Term or of either 10-year renewal term by providing written notice to the other party at least one year prior to such expiration date. As used in this Lease, "Term" means the Primary Term and all renewal terms.

5. License and Sharing.

(a) Sharing. The parties acknowledge that the Leased Premises is not physically separated from the rest of the Buildings in which they are located, and that Lessor will require access to and use of certain parts of the Leased Premises, including but not limited to the control room, rest rooms and overhead piping, and that PSCo requires access to and use of certain parts of the Buildings which are not part of the Leased Premises, including but not limited to exits and entrances, air compressors and walkways to the Leased Premises. The parties will cooperate and share spaces as reasonably required to allow PSCo to perform its activities under this Lease and to allow Lessor to perform its necessary business operations.

(b) License. Lessor hereby grants to PSCo, its employees, agents, contractors and subcontractors, a license to use all areas of the Buildings and the lands adjacent thereto, including all exits and entrances and spaces leading therefrom to the Leased Premises, and all easements and rights of way associated with the Leased Premises and the Buildings, as reasonably required or desirable for the purpose of installing, inspecting, operating, maintaining, and repairing the Leased Facilities and Interconnection Facilities and for providing chilled water services to Lessor and others served by the PSCo district cooling system or extensions thereof. Lessor hereby grants PSCo access to all points of ingress and egress to the Buildings and the Leased Premises as shown on Exhibit B. This license and grant shall run concurrently with the Term of this Lease. Access protocol will be by mutual agreement.

6. Rent. PSCo will pay Lessor an annual rent of \$1,200.00, payable in monthly installments of \$100.00, in advance on the first business day of each month, beginning the month in which the Term begins. If the Term begins on a day other than the first day of a month, the amount of rent for that month shall be payable on the first business day of the Term and shall be prorated based on the number of days of that month. If the Term ends on a day other than the last

day of a calendar month, the monthly installment of rent payable for the last month shall be prorated to pay for that portion of the month for which PSCo remains on the Leased Premises.

7. Utilities. PSCo will submeter its use of electricity and water and pay Lessor for the actual cost, as calculated in accordance with paragraphs (a) and (b) below, of electricity, water and sewer used for operation of the Leased Facilities, including any make-up water necessary for normal operations. PSCo will pay costs of extraordinary trash removal as a result of maintenance projects. Operation of water softeners and air compressor equipment will remain the responsibility of the Lessor. PSCo shall perform a water loss study which shall be used by PSCo and Lessor, as appropriate, to apply for an exemption for sewer charges attributable to water lost by evaporation in PSCo's operation of the Leased Facilities. In lieu of reimbursing Lessor for the costs of electricity, water and sewer associated with the operations of the Leased Facilities, PSCo shall have the right at any time during the Lease Term to have such electricity and water metered separately and billed directly to PSCo and shall, in such event, pay such costs directly to the electricity, water and sewer providers.

(a) The actual cost of electricity to be reimbursed by PSCo to Lessor shall be equal to the sum of the following: (i) a pro rata share of the total demand-based charges reflected on Lessor's electricity bill for each billing period for each Building in which the Leased Facilities are located, based on the difference between the demand charge on Lessor's electrical invoice, reflective of the demand incurred by the entire building plus the leased equipment, and the maximum demand that would have been set by the entire building without the leased equipment as measured by PSCo's submeter, (ii) a pro rata share of the total energy consumption charges reflected on Lessor's electricity bill for each billing period for each Building in which the Leased Facilities are located, based on the ratio of the energy consumption measured at PSCo's submeter for the Leased Facilities in such Building to the total measured energy consumption reflected on the electricity bill for such Building; and (iii) a pro rata share of any other charges or fees reflected on Lessor's electricity bill for each billing period for each Building in which the Leased Facilities are located, including service and facility charges, meter charges, or other surcharges, if applicable to Lessor, based on the ratio of sum of the demand and energy consumption charges attributable to PSCo, as determined in subparagraphs (i) and (ii), and the total amount of demand and energy consumption charges reflected on the corresponding electricity bill.

(b) The actual cost of water and sewer to be reimbursed by PSCo to Lessor shall be equal to the sum of the following: (i) a pro rata share of the total water consumption charges reflected on Lessor's water and sewer bill for each billing period for each Building in which the Leased Facilities are located, based on the ratio of the water consumption measured at PSCo's submeter for the Leased Facilities in such Building to the total measured water consumption reflected on the water and sewer bill for such Building; and (ii) a pro rata share of the total sewer charges reflected on Lessor's water and sewer bill for each billing period for each Building in which the Leased Facilities are located, based on the ratio of the water consumption measured at PSCo's submeter for the Leased Facilities in such Building to the total measured water consumption reflected on the water and sewer

bill for such Building, less 100% of the credit or reduction in sewer charges attributable to any exemption for water lost by evaporation in PSCo's operation of the Leased Facilities.

8. Lessor's Leased Facilities Obligations.

(a) Equipment Manuals. Lessor will make available to PSCo all manuals, literature and written records and documents pertaining to the Leased Facilities, including without limitation drawings of plant piping and instrumentation, provided they can reasonably be located or obtained by Lessor. will provide PSCo with reasonable access to such items for purposes of review and/or copying upon request.

(b) Inspection Fees. All state, local or other governmental inspections of the Leased Facilities, including chillers, shall be at the cost and expense of PSCo.

9. Lessor's Leased Premises Obligations.

(a) Operation of Buildings. During the Term, Lessor at its expense shall operate and maintain the Buildings and immediately adjacent lands owned or controlled by Lessor in accordance with all applicable laws, regulations, and best practices and with standards from time to time prevailing for comparable buildings in the area in which the Buildings is located and shall provide the services described below.

(b) Services to Leased Premises. Lessor shall provide in the Leased Premises at Lessor's expense unless otherwise provided in Section 9 (utilities):

(i) General building conditioning including heat, ventilation, general building electricity, sanitary hot and cold running water, sewer and outside receptacles for trash as required for the comfortable use and occupancy of the Leased Premises by both Lessor and PSCo and the operation of the Leased Facilities on a twenty-four hour basis;

(ii) Replacement of general building enclosure fluorescent tubes, light bulbs and ballasts as required from time to time as a result of normal usage;

(iii) Access to and use of restrooms for PSCo's authorized personnel on a twenty-four hour basis;

(iv) Ingress to and egress from the Leased Premises and Buildings as shown on Exhibit B;

(v) General building security and fire protection;

(vi) Two reasonably accessible, but not reserved, parking spaces for use by PSCo and its personnel and permitted truck access adjacent to the Leased

Premises for deliveries as needed for operations and maintenance, to the extent such spaces are available to Lessor for such uses on the date of execution hereof.

(c) Maintenance of Leased Premises. At Lessor's expense, Lessor shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Leased Premises and the Buildings and for the provision of Lessor's services under this Lease; shall maintain and repair the Leased Premises and Buildings to permit the safe, reasonable and comfortable operation of the Leased Facilities; shall maintain and inspect fire, life, safety, and electrical equipment within the Leased Premises according to applicable laws, codes, and regulations; and shall be responsible for and shall expeditiously maintain and repair the foundations, structure and roof of the Leased Premises and Buildings and repair damage thereto, provided that if all or part of such systems, facilities and Leased Facilities are destroyed, damaged or impaired, Lessor shall as soon as practicable complete the necessary repair or replacement, and during that time shall be required to maintain as many of such services as are reasonably possible in the circumstances. This subsection is subject to the terms of Section 30 hereof.

(d) Hazardous Materials. Lessor shall notify PSCo in writing of the existence of any hazardous or toxic substances, petroleum, asbestos containing materials, potentially asbestos containing materials, pollutants, or contaminants (collectively "Hazardous Materials") on or associated with the Leased Premises. Lessor shall be solely responsible for complying with all laws, rules, regulations, or ordinance related to such materials. Upon written request of PSCo, which request may be given before or after the Lease Date, Lessor shall remove and properly dispose of Hazardous Materials on or associated with the Leased Premises at Lessor's sole expense if such removal is (i) required to comply with any applicable law, rule, regulation or ordinance; or (ii) is reasonably necessary or appropriate to maintain the continued use, availability, or operation of the Leased Facilities or Leased Premises for the purposes contemplated by this Lease.

(e) Access. PSCo and Lessor recognize that the Leased Premises will be used simultaneously by each party in the regular conducting of business operations and agree that they will not unreasonably disturb or interfere with each other's use of the Leased Premises.

10. Lessor's Other Covenants. Lessor represents and warrants, now and as of the Lease Date, as follows:

(a) Lessor is the sole owner of the Buildings, Leased Premises and Leased Facilities, and the Buildings, the Leased Facilities and Leased Premises are free and clear of all liens, claims and encumbrances, except for the liens for which Lessor provides subordination agreements pursuant to Section 31 (c) hereof;

(b) The Leased Facilities are in good operating condition and repair; the description of the Leased Facilities in the attached Exhibit A is accurate and complete; the Leased Facilities described in Exhibit A are all the properly necessary to operate the

Lessor's chilled water plant as currently operated and to reasonably meet the Test Criteria; and within five (5) days prior to the Lease Date, Lessor will provide PSCo a mutually acceptable updated Exhibit A, which is current as of the Lease Date and which conforms to the warranties in this subsection;

(c) To Lessor's knowledge, the Leased Premises and the Leased Facilities comply with all applicable laws and regulations, including without limitation those applicable to environmental protections, and the Leased Facilities and Leased Premises which contain Hazardous Materials are identified, and Lessor will continue to comply with regulations of such Hazardous Materials; and

(d) To Lessor's knowledge, the Leased Facilities and the Leased Premises shall meet or exceed all applicable building and other codes required at time of construction or as grandfathered at the beginning of the Term.

11. PSCo's Leased Facilities Maintenance and Repair Obligations.

(a) Maintenance. PSCo will perform routine maintenance, and also replace, repair and upgrade the Leased Facilities in accordance with good chilled water industry practice to the extent PSCo reasonably determines necessary to maintain continuous use, availability and operation of the Leased Facilities. PSCo will perform routine maintenance, and also replace, repair and upgrade the Leased Facilities in accordance with good chilled water industry practice to the extent PSCo reasonably determines necessary to meet PSCo's business needs. Subject to the provisions of Section 28(a), PSCo has no obligation to maintain, repair, replace or upgrade the Leased Facilities or any part thereof to the extent that PSCo determines that the Leased Facilities, or any part thereof, is obsolete or not necessary for PSCo to perform its obligations to provide chilled water services. Should PSCo determine the Leased Facilities, or any part thereof, is not necessary for PSCo for business reasons, PSCo will advise Lessor.

(b) New Chillers. As used herein, "New Chiller" means a chiller and the associated parts and equipment therefore, added to the Leased Facilities as an addition and not in replacement of any of the chillers included in the Leased Facilities. PSCo may install a New Chiller in the Leased Premises as PSCo reasonably determines is desirable to meet PSCo's business needs. All costs and labor for the New Chiller will be at PSCo's expense. If PSCo installs a New Chiller, PSCo will comply with architectural and structural changes, if any, required by building codes or law to the Leased Premises, but Lessor may not impose any additional architectural or structural standards of higher standards than existing building architecture. Lessor shall reasonably cooperate with PSCo for the purposes of this subsection.

(c) Title and Right to Remove. All equipment, parts, attachments, accessories, and repairs made to or placed upon the Leased Facilities, or any replacement thereof, shall become part of the Leased Facilities leased hereunder and shall be the property of Lessor, except for New Chillers. At any time during or at the end of the Term, PSCo shall have the

right to remove any New Chiller. If PSCo fails to remove any New Chiller upon surrender of the Leased Premises, then title to such New Chiller shall vest in Lessor.

12. Operations by PSCo. PSCo will determine in its sole discretion the times, if any, during which the Leased Facilities will actually operate and produce chilled water. In its operations, and in accordance with good chilled water industry practice, PSCo may use Hazardous Materials in small quantities as may be necessary in the normal course of chilled water production. PSCo shall not bring any quantity of Hazardous Materials onto the Leased Premises which are not ordinary and incidental to the operation, maintenance, testing and repair of the Leased Facilities. PSCo may maintain storage facilities on the Leased Premises in connection with operation of the Leased Facilities. PSCo will comply with all applicable laws and regulations in operating the Leased Facilities and using the Leased Premises, and will defend, indemnify, and hold harmless Lessor from any cost, expense or liability in any way related to the presence of such Hazardous Materials.

13. Alterations by PSCo in Leased Premises. PSCo may from time to time at its own expense make and remove changes, additions and improvements in the Leased Premises to better adapt the same to its business, provided that any such removal, change, addition or improvement shall:

(a) Comply with the requirements of any governmental authority having jurisdiction;

(b) Be carried out by PSCo or persons selected by PSCo whom PSCo reasonably believes to be competent to perform the work required. Lessor may require such persons to deliver proof of Workers' Compensation and public liability and property damage insurance coverage, with Lessor named as an additional insured, in amounts, from insurers, and in form reasonably satisfactory to Lessor, which shall remain in effect during the entire period in which the work will be carried out. Lessor shall have the right to post notices of its non-liability pursuant to the mechanics' lien law; and

(c) Proceed with Lessor's approval.

14. Personal Property of PSCo. PSCo may install in the Leased Premises its personal property in a proper manner, provided that no such installation will interfere with or damage the systems of the Buildings. PSCo may remove such items from the Leased Premises from time to time in the normal course of business and during a reasonable time prior to the expiration of the Tenn, provided that PSCo promptly repairs at its own expense any damage to the Leased Premises resulting from such installation or removal.

15. Title. Subject to Section 15(c), title to the Leased Premises and each item of Leased Facilities shall remain in the Lessor at all times.

16. Early Termination. Unless otherwise agreed to in writing by the parties, in the event the Chilled Water Service Agreement expires or otherwise terminates prior to the end of the Term, this Lease shall automatically terminate as of the date concurrent with the expiration or termination of the Chilled Water Service Agreement.

17. Taxes. Lessor is exempt from real estate and personal property tax, but shall pay every assessment, license fee and other charge, if any, with respect to the Leased Premises, Buildings and the Leased Facilities. PSCo shall pay every tax, assessment, license fee or other charge, if any, imposed or levied upon the fixtures or personal property in the Leased Premises which are owned by PSCo and any real estate tax resulting from PSCo's leasehold interest in Leased Premises. Lessor and PSCo shall each have the right to contest in good faith the validity or amount of any tax, assessment, license fee or other charge which it is responsible to pay under this section. This section is not intended to create any liability of PSCo for any tax or assessment for which PSCo would otherwise be exempt, and shall not be so construed.

18. PSCo's Insurance. During the Term, PSCo shall maintain at its own expense: (a) a comprehensive general liability insurance policy with coverage in amounts not less than those which are from time to time acceptable to a prudent operator in the same business as PSCo and in the area in which the Buildings are located, but in any event not less than \$5,000,000; and (b) real and personal property insurance, which includes fire, extended coverage, Chiller and machinery insurance and water damage, for full replacement cost of the Leased Facilities. Policies for such insurance shall waive any right of subrogation against Lessor, except for claims Lessor has agreed to indemnify PSCo against pursuant to Section 22 hereof. PSCo shall provide a certificate of such insurance policies which meets the foregoing requirements, and which also names Lessor as an additional insured and provides that coverage will not terminate without at least thirty days prior written notice to Lessor. Except as otherwise provided in Section 22, PSCo shall be responsible for any and all claims, associated costs and expenses which fall within the deductible or self-insured retention for insurance as required in the first sentence of this section.

19. Worker's Compensation. Lessor and PSCo shall maintain their own respective workers' compensation insurance policies insuring their respective employees, as required in the State of Colorado. Except as otherwise provided in Section 22, PSCo's Worker's Compensation insurance program and policy shall waive any right of subrogation against the Lessor.

20. Indemnity by PSCo. In addition to any rights Lessor may have at law or equity against PSCo with respect to any default by PSCo under this Lease, PSCo agrees to defend, indemnify and hold harmless Lessor from and against every demand, claim, cause of action, judgment and expense, including attorneys' fees, and all loss and damage, in connection with or arising from any acts or omissions of PSCo's agents and employees or others under its control in connection with any accident, injury or death to any person or damage to property (including damage to Lessor's internal cooling systems or Lessor's other equipment and piping) related to this Lease, except to the extent such demand, claim, cause of action, judgment, expense loss or damage results from any negligent or intentional conduct of Lessor or its agents or employees or others under its control. This section shall survive termination of this Lease.

21. Indemnity by Lessor. Lessor believes that it is legally prohibited from pledging its credit, indemnifying or otherwise contractually incurring obligations with respect to claims or damages for injury to persons or which may impose financial consequences on Lessor for which Lessor would not otherwise be legally responsible. To the extent permitted by law and without waiving Lessor's position regarding such prohibitions and the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, Lessor shall defend, indemnify and hold harmless PSCO, its officers, employees and agents from and against every demand, claim, cause of action, judgment and expense arising from any liability, loss, property damage or personal injury arising under this Lease or from PSCO's presence on the Premises and caused by any negligent or intentional conduct of Lessor, its employees or agents; provided, however, that Lessor shall not indemnify, defend or hold harmless PSCO, its officers, agents and employees, from damages or liability resulting from the negligence of PSCO's officers, agents and employees. This section shall survive the termination of this Lease.

22. Assignment and Subleasing by PSCO.

(a) Without Lessor Consent. PSCO may assign this Lease and delegate its obligations hereunder or sublease all or a portion of its rights and duties under this Lease without the consent of Lessor under the following circumstances:

(i) By operation of law or in any merger or consolidation; or

(ii) By transfer of all or substantially all of PSCO's assets or substantially all of PSCO's assets specifically relating to its chilled water operations to an affiliate having common equity ownership as PSCO, or a transfer to a subsidiary of PSCO, where such transferee assumes and agrees to perform PSCO's obligations under this Lease.

(b) With Lessor Consent. Any assignment or sublease not provided for under subsection (a) above may be made by PSCO only with the consent of Lessor which consent shall not be unreasonably denied. If Lessor fails to deliver a notice denying consent to the proposed assignment or sublease under this subsection within 60 days after PSCO's notice of the proposed assignment or sublease, then Lessor shall be deemed to have consented to such proposed assignment or sublease.

(c) PSCO's Continuing Obligations. Any assignment or sublease will release or relieve PSCO of its obligations under this Lease only if such release or relief is specifically granted by Lessor in writing, which shall not be unreasonably withheld.

23. Surrender.

(a) Possession and Condition of Leased Facilities. Upon the expiration or other termination of the Term, PSCO shall immediately quit and surrender possession of the Leased Premises and the Leased Facilities. PSCO will have no obligation with respect to

condition, capacity, or ongoing maintenance of the Leased Facilities upon expiration or termination of the Lease Agreement. The Leased Facilities will be returned to the Lessor as is, where is, with all faults, and PSCo has not made, and will not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, or operation of the Leased Facilities. Upon such surrender, all right, title and interest of PSCo in the Leased Premises and the Leased Facilities shall cease, except as otherwise provided in Section 15(c). Effective as of the Lease Date, Lessor hereby irrevocably releases, waives, and forever discharges PSCo from any and all obligations and liabilities under the Prior Lease with respect to the condition or the obligation to maintain or restore the Leased Facilities arising under Section 27 of the Prior Lease.

(b) Fixtures. Subject to PSCo's rights under Sections 15, 17 and 18, after the expiration or other termination of the Term, all of PSCo's trade fixtures, personal property and improvements remaining in the Leased Premises and the Leased Facilities shall be deemed conclusively to be abandoned by PSCo and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without notice or obligation to compensate PSCo or to account therefor, or Lessor may require PSCo to remove the same and restore the Premises to the condition immediately prior to PSCo's occupancy, ordinary wear and tear excepted.

24. Holding Over. If without Lessor's written consent PSCo remains in possession of the Leased Premises after the expiration of the Term or other termination of the Lease, PSCo shall be deemed to be occupying the Leased Premises upon a year to year tenancy, at a monthly rental equal to the rent determined in accordance with Section 8. Such year to year tenancy may be terminated by Lessor at any time by one year's advance written notice of termination to PSCo, and by PSCo by one year's advance written notice of termination to Lessor. Any such tenancy will be subject to all terms and conditions of this Lease.

25. Eminent Domain.

(a) Taking. If during the Term all of the Leased Premises shall be taken (or a portion of the Leased Premises is taken such that the remainder of the Leased Premises cannot be used for the operation of the Leased Facilities in the reasonable opinion of PSCo) for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, then at PSCo's option, this Lease shall terminate on the date on which the condemning authority takes possession of the Leased Premises (hereinafter called the "date of such taking"). If PSCo does not terminate this Lease, then PSCo and Lessor shall negotiate in good faith and, as soon as practicable, and on the same terms as this Lease, regarding the possible provision of substitute premises suitable for the operation of the Leased Facilities in the manner similar to the operations immediately prior to such taking. The removal, moving and installation of the Leased Facilities shall be performed by PSCo or a contractor selected by PSCo, and at the expense of Lessor, to the extent that compensation for such expense was received specifically by Lessor from the condemning or purchasing entity.

(b) Partial Taking. If during the Term only part of the Leased Premises is taken or purchased as set out in subsection (a) above, and in the reasonable opinion of PSCo the Leased Premises may be altered or reconstructed to allow the Leased Facilities to be operated, then Lessor shall upon notice from PSCo proceed at Lessor's expense, to the extent that compensation for such expense was received specifically by Lessor from the condemning or purchasing entity to alter or reconstruct the Leased Premises to allow the Leased Facilities to be operated in substantially the same manner as prior to such taking or purchase. If PSCo does not reasonably believe the Leased Premises may be so altered or reconstructed to allow the Leased Facilities to be operated, PSCo may terminate this Lease or negotiate with Lessor to provide substitute space as provided in subsection (a) above.

(c) Surrender. On any date of termination under subsections (a) or (b), PSCo shall immediately surrender to Lessor the Leased Premises and the Leased Facilities and all interest therein under this Lease. Lessor may reenter and take possession of the Leased Premises and remove PSCo therefrom, and the rent shall abate on the date of termination.

(d) Partial Taking of Leased Premises. If any portion of the Leased Premises (but less than the whole thereof) is so taken, and no rights of termination herein conferred are timely exercised, the Term of this Lease shall expire with respect to the portion so taken on the date of such taking. In such event the rent payable hereunder from the date of such taking shall be proportionately reduced to the extent the Leased Premises or Leased Facilities are thereby rendered unusable by PSCo in its business.

(e) Awards. Upon any such taking or purchase, Lessor shall be entitled to receive and retain the entire award of consideration for the affected lands and Lessor's improvements. PSCo shall be entitled to seek and recover on its own account from the condemning authority compensation for the taking or purchase of PSCo's improvements, chattels or fixtures; the removal or relocation of its business and effects; the interruption of its business; and the value of the unexpired Term of this Lease. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefore to the other.

26. Damage to Leased Premises.

(a) Limited Damage. If all or a part of the Leased Premises are rendered untenable by damage from fire or other casualty which, in the reasonable opinion of Lessor, can be substantially repaired under applicable laws and governmental regulations within one hundred eighty (180) days from the date of such casualty (employing normal construction methods without overtime or other premium), Lessor shall at its own expense repair such damage other than damage to improvements, furniture, fixtures or property which does not belong to Lessor. If the repairs are not made within a reasonable time in order to prevent PSCo's operations from being materially and adversely impaired, PSCo shall be entitled to terminate this Lease as to the specific Buildings rendered untenable, unless the Colorado Convention Center is rendered untenable, in which case PSCo may terminate this Lease in its entirety.

(b) Major Damage. If all or part of the Leased Premises are rendered untenable by damage from fire or other casualty which, in the reasonable opinion of Lessor, cannot be substantially repaired under applicable law or governmental regulations within one hundred eighty (180) days from the date of such casualty (employing normal construction methods without overtime or other premium), then either party may elect to terminate this Lease as to the specific Buildings rendered untenable, unless the Colorado Convention Center is rendered untenable, in which case PSCo may elect to terminate this Lease in its entirety. Any such termination shall be effective as of the date of such casualty and shall be provided by notice delivered to the other party not more than sixty (60) days after the date of such casualty.

(c) Abatement. If Lessor is required to repair damage to all or part of the Leased Premises or Leased Facilities under subsections (a) or (b) above, the rent payable by PSCo hereunder shall be proportionately reduced to the extent that the Leased Premises and Leased Facilities are thereby rendered unusable by PSCo in its business, from the date of such casualty until five (5) days after completion by Lessor of the repairs to the Leased Premises and Leased Facilities (or the part thereof rendered unusable). This abatement of rent shall not affect the Term of this Lease.

27. Transfers by Lessor.

(a) Sale. Nothing in this Lease shall restrict the right of Lessor to sell, convey, assign or otherwise deal with the Buildings, subject only to the requirement that any transferee must assume and agree in writing to perform and abide by this Lease.

(b) Effect of Sale. Provided that the transferee has assumed and agreed to perform and abide by this Lease, a sale, conveyance or assignment of the Buildings shall operate to release Lessor from liability from and after the effective date thereof from the terms of this Lease, except as such may relate to the period prior to such effective date, and Lessor's successor in interest shall be bound by this Lease. This Lease shall not be affected by any such sale, conveyance or assignment. PSCo shall attorn to Lessor's successor in interest thereunder, provided that such successor has assumed and agreed in writing to perform and abide by this Lease.

(c) Subordination. This Lease is and shall be superior in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Buildings, and to all renewals, modifications, consolidations, replacements and extensions thereof. Within ten (10) days after the execution of this Lease, Lessor will provide subordination agreements acceptable to PSCo from all current mortgagees and lienors of the Buildings.

(d) Attornment. If the interest of Lessor is transferred to any person (hereinafter called "Transferee") by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other proceedings, PSCo shall immediately and automatically attorn to Transferee, provided that Transferee agrees not to disturb PSCo's tenancy for so long as PSCo is not in default. This

Lease shall not be affected by any such foreclosure or other proceeding or deed in lieu of foreclosure or other proceeding, and Lessor shall remain liable under this Lease. Provided the Transferee has assumed and agreed to perform and abide by this Lease, Lessor shall be released from liability from and after the effective date of the transfer of the Buildings under this subsection, except for liability relating to the period prior to such effective date.

(e) Effect of Attornment. Upon attornment under subsections (b) and (d) above, this Lease shall continue in full force and effect as a direct lease between the new owners or Transferee and PSCo, upon all of the same terms and conditions as set forth in this Lease.

28. Default.

(a) Right of Lessor to Perform Covenants. All covenants and agreements to be performed by PSCo under any of the terms of this Lease shall be performed by PSCo, at PSCo's sole cost and expense.

(b) Right of PSCo to Perform Covenants. All covenants and agreements to be performed by Lessor under any of the terms of this Lease shall be performed by Lessor, at Lessor's sole cost and expense. If Lessor's failure to perform under this Lease renders the Leased Premises untenable or substantially interferes with PSCo's use and enjoyment thereof or PSCo's ability to provide chilled water services, then PSCo shall, in addition to its other remedies, have the option to terminate this Lease.

(c) Events of Default by PSCo. If and whenever:

(i) part or all of the rent is not paid when due, and such default continues for sixty (60) days after written notice by Lessor requiring that PSCo pay the rent due; or

(ii) PSCo fails to observe or perform any of the provisions of this Lease (other than payment of rent) and persists in such failure after sixty (60) days' written notice by Lessor requiring that PSCo remedy, correct, desist or comply (or if any such breach would reasonably require more than sixty (60) days to rectify, unless PSCo commences rectification within the sixty (60) day notice period and thereafter promptly, effectively and continuously proceeds with the rectification of the breach),

then, and in any such cases, at the option of Lessor, Lessor may:

(i) without notice or any form of legal process reenter upon and take possession of the Leased Premises and Leased Facilities or any part thereof; and

(ii) collect from PSCo all unpaid rent and accrued and unpaid interest through the date of default.

(d) Events of Default by Lessor. If and whenever:

(i) Lessor fails to pay PSCo any amounts due to PSCo hereunder, and such default continues for sixty (60) days after written notice by PSCo requiring that Lessor pay the amount due; or

(ii) Lessor fails to observe or perform any of the provisions of this Lease (other than payment of sums due PSCo) and persists in such failure after sixty (60) days' written notice by PSCo requiring that Lessor remedy, correct, desist or comply (or if any such breach would reasonably require more than sixty (60) days to rectify, unless Lessor commences rectification within the sixty (60) day notice period and thereafter promptly, effectively and continuously proceeds with the rectification of the breach),

then, and in any such cases, at the option of PSCo, PSCo may terminate this Lease and recover from Lessor such damages as PSCo may have suffered.

(e) Remedies Cumulative. No reference to nor exercise of any specific right or remedy by Lessor or PSCo shall prejudice or preclude Lessor or PSCo, respectively, from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Lessor and PSCo may from time to time exercise any one or more of such remedies independently or in combination.

29. Notices. All notices required or permitted under this Agreement shall, unless otherwise specifically provided herein, be in writing, and shall be deemed effective when actually delivered to the following addresses:

If to Lessor:

City and County of Denver  
Attention: Director of Utilities  
333 W Colfax Ave., Suite 350  
Denver, CO 80204

And Office of the Mayor  
350 City and County Building  
1437 Bannock St  
Denver, CO 80202

If to PSCo:

Public Service Company of Colorado  
Attention: Director of Thermal Energy  
P.O. Box 840  
1875 Delgany Street  
Denver, CO 80201

The address of either party hereto may be changed from time to time by the giving of notice in accordance with this section.

30. Representations. Each party represents and warrants to the other that:

(a) The representing party has the legal power and capacity to enter into this Agreement and to perform such party's obligations hereunder; and

(b) The execution and delivery of this Agreement has been properly authorized by all necessary corporate action on the part of the representing party, and this Agreement has been duly executed and delivered by such party.

31. Reasonableness of Consent or Approval. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

32. Binding Effect. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

33. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by either party hereto will be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.

34. Headings. The various headings and captions used herein are for information and ease of reference, and do not limit, expand or modify the contents of any provision hereof.

35. Entire Agreement. This Agreement, together with the Chilled Water Service Agreement, constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes completely all negotiations, discussions, letters of intent and prior agreements, oral or between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by all parties hereto.

36. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

37. No Third Party Beneficiaries. This Lease is exclusively for the benefit of the parties hereto, their successors and permitted assigns and persons benefited by the indemnification provisions of this Agreement. No other person (including, without limitation, tenants of the Premises) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any party of its obligations under, this Lease and no third party shall have the right to claim that they are a third party beneficiary and this paragraph shall be strictly construed.

38. Relationship. Nothing contained in this Lease shall create any relationship between the parties other than that of landlord and tenant and it is acknowledged and agreed that Lessor and PSCo are not partners or joint venturers or members of a joint or common enterprise together.

39. Law. This Agreement is made under, and shall be interpreted and enforced in accordance with, the laws of the State of Colorado without giving effect to those principles of conflict of laws which might otherwise require the application of the laws of another jurisdiction.

40. Joint Authorship. This Agreement is a product of the negotiation of both parties hereto. For convenience it has been drafted by one of the parties hereto. This Agreement shall not be construed in favor of, or against, either party hereto on the ground that it was prepared or drafted by such party.

41. Incorporation of Recitals. The recitals of this Agreement are incorporated as substantive parts of this Agreement, and the recitals are true and correct.

42. Costs. Each party shall bear their respective costs and expenses including attorneys, accountants and consultants fees and expenses which they might incur in connection with the negotiations for and preparation of this Agreement. If either party has employed any brokers or other advisers in connection with the transactions contemplated hereby, the employing party will bear in full the fees of such brokers or other advisers.

43. No Discrimination In Employment. In connection with the performance of work under this Lease, PSCo 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 PSCo further agrees to insert the foregoing provision in all subcontracts hereunder.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day first set forth above.

## **EXHIBITS**

- Exhibit A - List of Leased Facilities
- Chillers
  - Chilled water pumps
  - Condenser Water Pumps
  - Cooling Towers
  - Switchgear that serves the above equipment
  - Cooling tower water treatment equipment
  - Plant controls, control valves and isolation valves and strainers
- Exhibit B - Description of Leased Premises and Buildings

## EXHIBIT A: DESCRIPTION OF LEASED FACILITIES

### 1. The Colorado Convention Center On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria			
Chiller 1	Water Cooled Chiller 1200 Tons Nominal Capacity 854 kW Compressor, R-1 I 1976 gpm CHW (20% PG), 55/40F 2400 gpm CDW, 75/89.6F	Trane	CVHE 125 G	N97A00472
Chiller 2	Water Cooled Chiller 1200 Tons Nominal Capacity 854 kW Compressor, R-1 I 1976 gpm CHW (20% PG), 55/40F 2400 gpm CDW, 75/89.6F	Trane	CVHE 125 G	N97F03658
Chiller 3	Water Cooled Chiller 1200 Tons Nominal Capacity 854 kW Compressor, R-1 I 1976 gpm CHW (20% PG), 55/40F 2400 gpm CDW, 75/89.6F	Trane	CVHE 125 G	N97G04306
CHWPI	Chilled Water Pump	Peerless	8AE13	
CHWP2	Chilled Water Pump	Peerless	8AE13	
CHWP3	Chilled Water Pump	Peerless	8AE13	
CWPI	Condenser Water Pump	Peerless	8AE13	
CWP2	Condenser Water Pump	Peerless	8AE13	
CWP3	Condenser Water Pump	Peerless	8AE13	
CWP/CHWPI	Condenser Water Pump	Peerless	8AE13	
VFD-I	Variable Frequency Drive	Graham	1576	
CT1	Cooling Tower	BAC	38652C	8860151 IP
CT2	Cooling Tower	BAC	38652C	
CT3	Cooling Tower	BAC	38652C	
03	Ozone Water Treatment Sys.			

Note 1: The electrical service to the Chillers, including transformer capacity, feeders, and switchgear is sufficient to run only two Chillers at a time.

Note 2: The Ozone Water Treatment System is sufficient to serve only one Chiller at a time.

### 2. The Temple Hoyne Buell Theatre:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 230 Tons Nominal Capacity 198 kW Compressor, R-11 540 gpm CHW, 52/42F 675 gpm CDW, 80/90.3F	Carrier	19DG5347CD	
Chiller 2	Water Cooled Chiller 360 Tons Nominal Capacity 233 kW Compressor, R-1 I 865 gpm CHW, 54/44F 1045 gpm CDW, 85/95F	Carrier	19DG5347CD	
CHWPI	Chilled Water Pump			
CHWP2	Chilled Water Pump			
CHWP3	Chilled Water Pump			
CWPI	Condenser Water Pump			
CWP2	Condenser Water Pump			
CTI	Cooling Tower	Evapco	AT8185	904867

Note 1: The Cooling Tower is sufficient to run only one Chiller at a time.

3. The Boettcher Concert Hall On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 230 Tons Nominal Capacity 198 kW Compressor, R- 11 540 gpm CHW, 52/42F 675 gpm CDW, 80/90.3F	Carrier	19DG5347CD	43509
Chiller 2	Water Cooled Chiller 230 Tons Nominal Capacity 198 kW Compressor, R-11 540 gpm CHW, 52/42F 675 gpm CHW, 80/90.3F	Carrier	19DG5347CD	25329
CHWP1	Chilled Water Pump	B&G	15104G1175B	
CHWP2	Chilled Water Pump	B&G	15104G1175B	
CHWP3	Chilled Water Pump	B&G	15104G1175B	

CWP1	Condenser Water Pump	B&G	VSCS-S 10-1/3	
CWP2	Condenser Water Pump	B&G	VSCS-S 10-1/3	
CT1	Cooling Tower	BAC	VST-400BSST	767348

4. The Denver Center for Performing Arts Admin Bldg. On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 170 Tons Nominal Capacity 100 kW Compressor, R-22 256 gpm CHW, 54/44F 321 gpm CDW, 85/95F	Carrier	30HR120D 600	43509
CHWP1	Chilled Water Pump	Allis Chalmers	600	321-46330-1-1
CHWP2	Chilled Water Pump	B&G	15104G1175B	
CWP1	Chilled Water Pump	B&G		
CT1	Cooling Tower 1	BAC	VXT N215 X	829859P

5. The Yasui Plaza Building On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 300 Tons Nominal Capacity 130 kW Compressor, R-22 600 gpm CHW, 54/42F 900 gpm CDW, 75/85F	York	YTG1HE1-CNG	GMEM 030506
CHWP1	Primary Chilled Water Pump			
CHWP2	Secondary Chilled Water Pump			
CHWP3	Condenser Water Pump			
CT1	Cooling Tower	Marley	NC4121GS	103819-001-96
FXH	Free-Cooling Heat Exchanger	Tranter	UFX-51-5-HP-125	SC 17189

6. The Police Administration Building On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller PAB 1	Water Cooled Chiller in PAB 300 Tons Nominal Capacity	Trane	PCV 3A	
Chiller PAB 2	Water Cooled Chiller in PAB 300 Tons Nominal Capacity	Trane	PCV 3A	
FCHX PAB 1	Free Cooling Heat Exchanger In Police Administration Building 400 Tons Nominal Capacity 1380 gpm CHW (0% PG), 54/47F 1380 gpm CDSW, 45F/52F	Mueller	AT40-B21	244729
CHWP PAB1	Chilled Water Pump			
CHWP PAB2	Chilled Water Pump			103819-001-96
CDSP PAB1	Condenser Water Pump			
CDSP PAB2	Condenser Water Pump			
CT PAB1	Cooling Tower 690gpm DCSW, 85F/76F/65FWB 690gpm CDSW, 52F/47.8F/20FWB (120 tons)			
CT PAB2	Cooling Tower 690gpm DCSW, 85F/76F/65FWB 690gpm CDSW, 52F/47.8F/20FWB (120 tons)			

7. The Denver Art Museum On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller DAM1	Water Cooled Chiller 550 Tons Nominal Capacity 284 kW Compressor, R-123 1320 GPM CHW, 54/44F 1525 GPM CDW, 85/95F	Trane	CVHF049GA	L99M04865M
Chiller DAM2	Water Cooled Chiller 550 Tons Nominal Capacity 284 kW Compressor, R-11 1320 GPM CHW, 54/44F 1524 GPM CDW, 85/95F	Trane	CVHF049GA	
CHWP DAM1	Chilled Water Pump, 25 hp			

CHWP DAM2	Chilled Water Pump, 25 hp			
CWP DAM1	Condenser Water Pump 50 hp			
CWP DAM2	Condenser Water Pump 50 hp			
CT DAM1	Cooling Tower, 40 hp 1600 GPM CDSW, 90F/80F/64FWB 52F/49.2F/40FWB (187 Tons)	BAC	VTL185MOR	91201712
CT DAM2	Cooling Tower, 40 hp 1600 GPM CDSW, 90F/80F/64FWB 52F/49.2F/40FWB (187 Tons)	BAC	VTL185MOR	91201713
FCHX	Free Cooling Heat Exchanger In Denver Art Museum 550 Tons Nominal Capacity 1350 GPM CHW (0% PG), 60F/50.1F 1350 GPM CDSW, 45F/54.9F	Polaris	S65-1S10-230 TMTL-67.00	3233

8. The Denver Public Library On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller DPL1	Water Cooled Chiller 500 Tons Nominal Capacity 338 kW Compressor, R-11 855 GPM CHW, 54/44F 1500 GPM CDW, 85/95F	McQuay		
Chiller DPL2	Water Cooled Chiller 500 Tons Nominal Capacity 338 kW Compressor, R-11 855 GPM CHW, 54/44F 1500 GPM CDW, 85/95F	McQuay		
FCHX DPL1	Free Cooling Heat Exchanger In Denver Art Museum ??? Tons Nominal Capacity	Alfa Laval	A15-BFG	30101-96008
CHWP DPL1	Chilled Water Pump, 20 hp			
CHWP DPL2	Chilled Water Pump, 20 hp			
CHWP DPL3	Chilled Water Pump, 20 hp			
CWP DPL1	Condenser Water Pump, 20 hp			

CWP DPL2	Condenser Water Pump, 20 hp			
CWP DPL3	Condenser Water Pump, 20 hp			
CT DPL 1	Cooling Tower, 2-15 hp 2SPD Motors 2440 GPM CDSW, 86.9F/76.9F/63FWB	BAC	3341-2FG	

## **EXHIBIT B: DESCRIPTION OF LEASED PREMISES AND BUILDINGS**

1. At the Colorado Convention Center located at 700 14th Street, the Leased Premises include the Main Mechanical Room, where the three chillers are located, and the roof area adjacent to the Main Mechanical Room, where the three cooling towers are located. The dimensions of the Main Mechanical Room are approximately 60 feet by 60 feet and it is located on the second level on the south side of the building.
2. At the Temple Hoyne Buell Theatre located at 950 13th Street, the Leased Premises include the Main Mechanical Room, where the two chillers are located, and the roof area above the Main Mechanical Room, where the one cooling tower is located. The dimensions of the Main Mechanical Room are approximately 36 feet by 83 feet and it is located on the basement level on the north side of the building.
3. At the Boettcher Concert Hall located at 905 13th Street, the Leased Premises include the Main Mechanical Room, where the two chillers are located, and the area adjacent to the building, where the one cooling tower is located. The dimensions of the Main Mechanical Room are approximately 20 feet by 60 feet and it is located on the basement level on the north side of the building. The cooling tower is located on grade on the west side of the building.
4. At the Denver Center for Performing Arts Administration Building located at 1245 Champa Street, the Leased Premises include the Main Mechanical Room, where the one chiller is located, and the roof area adjacent to the Main Mechanical Room, where the one cooling tower is located. The dimensions of the Main Mechanical Room are approximately 15 feet by 20 feet, and it is located on the fifth level on the west side of the building.
5. At the Yasui Plaza Building located at 303 West Colfax Avenue, the Leased Premises include the Chiller Room, where the one chiller and the one free-cooling heat exchanger are located; the Pump Room, where the Chilled Water Pumps and the Condenser Water Pumps are located; and the roof area adjacent to the Chiller Room, where the one cooling tower is located. The dimensions of the Chiller Room are approximately 30 feet by 20 feet and the dimensions of the Pump Room are approximately 40 feet by 20 feet. Both the Chiller Room and the Pump Room are located on the top floor of the building.
6. (A) At the City and County Building, the Leased Premises include an area in the Southwest corner of the basement of the City and County Building. This area is not solely for PSCo's use, but is shared with Lessor. The Leased Premises allow for entrance to the building for PSCo's supply and return chilled water lines and control conduit, interconnection to the existing chilled water lines and control conduit, which serve both the Police Administration Building and the Pre-Arrestment Detention Facility, and space for installing chilled water control equipment.  
  
(B) At the top floor of Police Administration Building located at 1331 Cherokee Street, the Leased Premises include the Auxiliary Mechanical Room, where the two standby chillers are located, and the roof area adjacent to the Auxiliary Mechanical Room, where the cooling towers are located. The Parties acknowledge and agree that this area is shared space necessary for PSCo to access and operate the Leased Facilities and Lessor's access to and

operation of its other building facilities. PSCo and Lessor agree not to use such shared space in a manner that would restrict the other party's access to and operation of its facilities.

7. At the Denver Art Museum located at 100 West 14<sup>th</sup> Avenue, the Leased Premises include the Main Mechanical Room, where the two chillers and the free cooling heat exchanger are located. The dimensions of the Main Mechanical Room are approximately 75 feet by 40 feet and it is located on the basement level on the south side of the building.
8. At the Denver Public Library located at 10 West 14<sup>th</sup> Avenue, the Leased Premises include the Main Mechanical Room, where the two chillers are located, the adjacent area where the condenser pumps are located, the roof area adjacent to the Main Mechanical Room, where the two cooling towers are located, and the Auxiliary Mechanical Room on level B-3, where the energy transfer station will be located. The dimensions of the Main Mechanical Room are approximately 100 feet by 60 feet and it is located on the 8<sup>th</sup> level on the east side of the building. The dimensions of the adjacent area are approximately 40 feet by 40 feet. The dimension of the Auxiliary Mechanical Room on level B-3 are approximately 40 feet by 40 feet.

**Contract Control Number:** GENRL-202684047-00  
**Contractor Name:** PUBLIC SERVICE COMPANY OF COLORADO

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

GENRL-202684047-00  
PUBLIC SERVICE COMPANY OF COLORADO

By: DocuSigned by:  
*Robert S. Kenney*  
F2C4AE75060748E...\_\_\_\_\_

Name: Robert S. Kenney  
(please print)

Title: President, Xcel Energy, Colorado  
(please print)

ATTEST: [if required]

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/16/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> 612-333-3323 Brown & Brown Insurance Services, Inc.  901 Marquette Avenue Suite 1800 Minneapolis, MN 55402 USA	<b>CONTACT NAME:</b> Dawn Heinemann or Tom Newhouse <b>PHONE (A/C No. Ext):</b> 612-333-3323 <b>FAX (A/C, No):</b> 612-373-7270 <b>E-MAIL ADDRESS:</b> dawn.heinemann@bbrown.com														
<b>INSURED</b> Xcel Energy Inc. Northern State Power Company; Public Service Company of CO and Southwestern Public Service Co. 414 Nicollet Mall, 401-4 Minneapolis, MN 55401 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: OLD REPUBLIC INS CO</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OLD REPUBLIC INS CO	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
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INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 752382023** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to 2MM SIR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY5934725	11/01/25	11/01/26	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB2140625	11/01/25	11/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC11718825	11/01/25	11/01/26	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insured as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions.

<b>CERTIFICATE HOLDER</b>  City and County of Denver  201 W Colfax Avenue  Denver, CO 80202  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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