

## FOURTH AMENDMENT TO SUBLEASE AGREEMENT

THIS FOURTH AMENDMENT TO SUBLEASE AGREEMENT (this “**Fourth Amendment**”) is entered into effective as of the Effective Date set forth on Subtenant’s signature page (the “**Fourth Amendment Date**”), by and between DP MEDIA NETWORK LLC, a Delaware limited liability company (“**Sublandlord**”), and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**Subtenant**”).

### RECITALS:

**A.** THE DENVER POST LLC, a Delaware limited liability company f/k/a The Denver Newspaper Agency LLP, a Delaware limited liability partnership (“**Original Sublandlord**”) and Subtenant entered into that certain Sublease Agreement with an Effective Date of April 15, 2016, as amended by First Amendment to Sublease Agreement dated May 30, 2017, as further amended by Second Amendment to Sublease Agreement with an Effective Date of March 20, 2018 and as further amended by Third Amendment to Sublease Agreement with an Effective Date of February 27, 2019 (as amended, the “**Sublease**”), relating to the subleasing of certain premises (the “**Current Premises**”) consisting of approximately 119,795 rentable square feet on the 1<sup>st</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> floors of the building complex located at 101 West Colfax Avenue, Denver, Colorado 80202 (the “**Building**”), said Current Premises (i) consisting of the 1<sup>st</sup> Floor Premises (as defined in the Sublease), the 7<sup>th</sup> Floor Premises (as defined in the Sublease), the Expansion Premises (as defined in the First Amendment to the Sublease), and the Second Expansion Premises (as defined in the Second Amendment to the Sublease), and (ii) being more particularly described in the Sublease;

**B.** The Sublease Term is (i) as to the 1<sup>st</sup> Floor Premises and the 7<sup>th</sup> Floor Premises, currently scheduled to expire on August 31, 2023, (ii) as to the Expansion Premises, currently scheduled to expire on February 28, 2025, and (iii) as to the Second Expansion Premises, currently scheduled to expire on May 31, 2028; and

**C.** Sublandlord and Subtenant desire to (i) provide for the leasing of the Third Expansion Premises (as defined below) for the term specified herein, (ii) establish the term of the Sublease as to the Third Expansion Premises, (iii) establish the Base Rent for the Third Expansion Premises, and (iv) provide other amendments of the Sublease, all subject and pursuant to the terms and conditions set forth below.

### AGREEMENT:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

**1. Incorporation of Recitals.** The foregoing Recitals shall be incorporated as though fully set forth herein.

**2. Sublease of the Third Expansion Premises; The Combined Premises.**

**2.1 Sublease of the Third Expansion Premises.** On the Third Expansion Premises Commencement Date (as defined below), Sublandlord leases to Subtenant, and Subtenant leases from Sublandlord, those certain premises, commonly known as Suite 1100, consisting of approximately 25,193 rentable square feet on the 11<sup>th</sup> floor of the Building and being more particularly depicted on **Exhibit “A”** attached to and incorporated into this Fourth Amendment (the “**Third Expansion Premises**”). Except as expressly set forth in Section 3.5 below,

Subtenant shall not be entitled to use or occupy the Third Expansion Premises until the Third Expansion Premises are Substantially Complete (as defined below).

**2.2 Condition of the Third Expansion Premises.** Subtenant acknowledges that neither Sublandlord nor any agent of Sublandlord has made any representation or warranty with respect to the Third Expansion Premises or the Building or with respect to the suitability of any part of the same for the conduct of Subtenant's business except as set forth below. In addition to Sublandlord's obligations under Section 5 of this Fourth Amendment, Sublandlord represents and covenants that all mechanical and electrical building systems in use for the Third Expansion Premises, including but not limited to the Building System will be in operational order on the Commencement Date subject to Subtenant's inspection and approval. With the exception of the Building System referenced above, Subtenant shall be conclusively deemed to have accepted the Third Expansion Premises "AS IS" in the condition existing on the Third Expansion Premises Commencement Date, and to have waived all claims relating to the condition of the Third Expansion Premises. Except as expressly set forth in this Fourth Amendment, including the representations regarding the operational condition of the Building System and Sublandlord's Work and Sublandlord's Delivery Work as set forth in Section 5, Sublandlord shall not have any obligation to construct or install any improvements or alterations, or to pay for any such construction or installation, in or on the Third Expansion Premises or the Current Premises.

**2.3 The Combined Premises.** As used in this Fourth Amendment and in the Sublease, the "**Combined Premises**" means, collectively, (a) the Current Premises plus (b) the Third Expansion Premises. Sublandlord and Subtenant acknowledge and agree that the Rentable Area of the Combined Premises consists of approximately 144,988 rentable square feet, subject to verification and adjustment in accordance with the terms and conditions of the Sublease. From and after the Third Expansion Premises Commencement Date, the Sublease is amended such that all references in the Sublease to (i) the "Subleased Premises" shall be deemed to refer to the Combined Premises, and (ii) the Rentable Area of the Subleased Premises shall be deemed to mean 144,988 rentable square feet, subject to verification and adjustment in accordance with the terms and conditions of the Sublease.

**2.4 Grant of Patio License.**

(a) *The Patio Area.* The "**Patio Area**" means the private office balcony on the 11<sup>th</sup> floor of the Building in substantially the location depicted on **Exhibit "A"** attached to the Fourth Amendment.

(b) *Grant of Patio License.* So long as Subtenant leases and occupies the entire floor on which the Patio Area is located, Sublandlord grants to Subtenant an exclusive license (the "**Patio License**"), for the Third Expansion Premises Term, for the purpose of using the Patio Area for the Permitted Use.

(c) *Subtenant's Patio Area Covenants.* Subtenant shall comply with each of the following covenants regarding the Patio Area and the Patio License:

(i) Subtenant's use of the Patio Area shall comply with all Applicable Laws; and

(ii) Subtenant shall, at Subtenant's sole cost and expense, obtain and maintain all approvals, permits, and licenses required, if at all, in connection with Subtenant's use of the Patio Area and deliver copies of the same to Sublandlord.

(d) *Part of Subleased Premises.* The Patio Area will be considered to be part of the Subleased Premises for all purposes of the Sublease, except that the square footage of the Patio Area shall not be included in the Rentable Area of the Subleased Premises.

### 3. Term; Early Access.

**3.1 The Third Expansion Premises Term.** The Sublease Term for the Third Expansion Premises (the “**Third Expansion Premises Term**”) shall commence on the Third Expansion Premises Commencement Date and shall terminate on October 31, 2029 (the “**Third Expansion Premises Expiration Date**”), unless sooner terminated pursuant to the Sublease. From and after the Third Expansion Premises Commencement Date, the Sublease is amended such that all references in the Sublease to the “Sublease Term” shall be deemed to include reference to the Third Expansion Premises Term.

**3.2 Terms Are Not Coterminous.** Sublandlord and Subtenant acknowledge and agree that the terms for the Current Premises and the Third Expansion Premises Term are not coterminous, and, instead, are currently scheduled to expire on different dates. On the Third Expansion Premises Expiration Date, or on the earlier termination of the Third Expansion Premises Term, Subtenant shall vacate and deliver to Sublandlord exclusive possession of the Third Expansion Premises pursuant to the same provisions and requirements of the Sublease as would apply to the surrender of the Current Premises upon the expiration or the earlier termination of the Sublease. If, however, the Sublease Term as to the Current Premises expires or otherwise terminates prior to the expiration or earlier termination of the Third Expansion Premises Term, the Sublease shall continue in effect as to the Third Expansion Premises through the Third Expansion Premises Term, unless earlier terminated in accordance with the Sublease.

**3.3 The Third Expansion Premises Commencement Date.** The “**Third Expansion Premises Commencement Date**” means the *earlier* of (a) the date the Third Expansion Premises are Substantially Complete, or (b) May 1, 2020. It is anticipated that the Third Expansion Premises will be Substantially Complete on or around May 1, 2020 (the “**Estimated Completion Date**”). Sublandlord shall have no responsibility or liability if the Third Expansion Premises are not Substantially Complete by the Estimated Completion Date. For the avoidance of doubt, Sublandlord and Subtenant acknowledge and agree that the Third Expansion Premises Commencement Date may occur before, on or after the Estimated Completion Date.

**3.4 Commencement Date Memorandum.** Promptly following the Third Expansion Premises Commencement Date, Sublandlord and Subtenant shall execute a commencement date memorandum or notice of lease term dates, in a form provided by Sublandlord and reasonably acceptable to Subtenant (the “**Commencement Date Memorandum**”), which Commencement Date Memorandum shall, among other matters, (a) acknowledge that Subtenant has accepted possession of the Third Expansion Premises, and (b) recite the exact Third Expansion Premises Commencement Date and the Third Expansion Premises Expiration Date. The failure by either party, or both parties, to execute the Commencement Date Memorandum shall not affect the rights or obligations of either party hereunder. The Commencement Date Memorandum, when so executed and delivered, shall be deemed to be a part of the Sublease.

**3.5 Early Access.** Subject to the terms and conditions of this Section 3.5, Subtenant shall have the right to enter and occupy the Third Expansion Premises from the Early Access Date (as defined below) until the Third Expansion Premises Commencement Date solely for purposes of installing furniture, fixtures, and equipment. Subtenant’s early access pursuant to

this Section 3.5 shall not trigger the Third Expansion Premises Commencement Date unless Subtenant commences operation of Subtenant’s business in the Third Expansion Premises. Subtenant agrees (a) any such early entry by Subtenant shall be at Subtenant’s sole risk, (b) Subtenant shall not interfere with the completion of Sublandlord’s Work or Sublandlord’s Delivery Work, (c) Subtenant shall comply with and be bound by all provisions of the Sublease during the period of any such early entry, except that Subtenant shall not be required to Base Rent or Operating Expenses for the Third Expansion Premises until the Third Expansion Premises Commencement Date occurs. “**Early Access Date**” means the date that is 15 days prior to the Third Expansion Premises Commencement Date, as reasonably estimated by Sublandlord.

#### 4. Rent and Other Terms.

##### 4.1 Base Rent.

(a) *For the Current Premises.* Subtenant shall continue to pay Base Rent allocable to the Current Premises in accordance the terms and conditions of the Sublease.

(b) *For the Third Expansion Premises.* Subtenant shall pay Base Rent for the Third Expansion Premises for the Third Expansion Premises Term as follows:

<u>Months of the Third Expansion Premises Term</u>	<u>Annual Rate per Rentable Square Foot</u>	<u>Period Base Rent</u> <i>(Total Base Rent due during applicable period, assuming the Third Expansion Premises Commencement Date is May 1, 2020)</i>	<u>Monthly Installment of Base Rent</u>
The Third Expansion Premises Commencement Date – April 30, 2021	\$32.00	\$806,176.00	\$67,181.33
May 1, 2021 – April 30, 2022	\$33.00	\$831,369.00	\$69,280.75
May 1, 2022 – April 30, 2023	\$34.00	\$856,562.00	\$71,380.17
May 1, 2023 – April 30, 2024	\$35.00	\$881,755.00	\$73,479.58
May 1, 2024 – April 30, 2025	\$36.00	\$906,948.00	\$75,579.00
May 1, 2025 – April 30, 2026	\$37.00	\$932,141.00	\$77,678.42
May 1, 2026 – April 30, 2027	\$38.00	\$957,334.00	\$79,777.83
May 1, 2027 – April 30, 2028	\$39.00	\$982,527.00	\$81,877.25
May 1, 2028 – April 30, 2029	\$40.00	\$1,007,720.00	\$83,976.67
May 1, 2029 – The Third Expansion Premises Expiration Date (i.e., October 31, 2029)	\$41.00	\$516,456.50	\$86,076.08

##### 4.2 Operating Expenses.

(a) *For the Current Premises.* Tenant shall continue to pay Operating Expenses allocable to the Current Premises in accordance with the terms and conditions of the Sublease.

(b) *For the Third Expansion Premises.* Beginning on January 1, 2021 and continuing throughout the Third Expansion Premises Term, Subtenant shall pay Sublandlord the following amounts as Subtenant’s stipulated share of Operating Expenses allocable to the Third Expansion Premises:

<u>Period of the Third Expansion Premises Term</u>	<u>Annual Rate per Rentable Square Foot</u>	<u>Period Operating Expenses</u> <i>(Total Operating Expenses due during applicable period)</i>	<u>Monthly Installment of Operating Expenses</u>
January 1, 2021 – December 31, 2021	\$2.11	\$53,157.23	\$4,429.77
January 1, 2022– December 31, 2022	\$2.87	\$72,303.91	\$6,025.33
January 1, 2023 – December 31, 2023	\$3.66	\$92,206.38	\$7,683.87
January 1, 2024 – December 31, 2024	\$4.48	\$112,864.64	\$9,405.39
January 1, 2025 – December 31, 2025	\$5.34	\$134,530.62	\$11,210.89
January 1, 2026 – December 31, 2026	\$6.23	\$156,952.39	\$13,079.37
January 1, 2027 – December 31, 2027	\$7.15	\$180,129.95	\$15,010.83
January 1, 2028 – December 31, 2028	\$8.11	\$204,315.23	\$17,026.27
January 1, 2029 – The Third Expansion Premises Expiration Date (i.e., October 31, 2029)	\$9.11	\$191,256.86	\$19,125.69

**4.3 Subtenant’s Covenant to Pay Rent.** Subtenant agrees to pay to Sublandlord at Sublandlord’s Payment Address, or to such other persons, or at such other places designated by Sublandlord, without any prior demand therefor in immediately available funds and without any deduction or offset whatsoever, Base Rent, Operating Expenses, Additional Rent, and all other amounts due under the Sublease that are allocable to the Third Expansion Premises (collectively, “**Third Expansion Premises Rent**”). Any and all references in the Sublease to “Rent” are amended to include reference to Third Expansion Premises Rent.

**4.4 Excess and After Hours Usage.** Subtenant shall not be entitled to any Excess Usage and After Hours Usage in the Third Expansion Premises unless Subtenant agrees to pay for such Excess Usage and After Hours Usage. The cap on charges for Excess Usage and After Hours Usage that is set forth in *Section 7.2* of the Sublease (the “**Excess and After Hours Usage**”

Cap”) may be utilized anywhere on the Combined Premises, as long as the Excess and After Hours Usage Cap for the entire Sublease Term has not been exceeded. Each request by Subtenant for Excess Usage or After Hours Usage for the Third Expansion Premises shall only be deemed to increase the Excess and After Hours Usage Cap if such amount has previously been expended, and such amount has been increased by City Council.

## 5. Sublandlord’s Work; Sublandlord’s Delivery Work.

### 5.1 Sublandlord’s Work.

(a) *Approved Work & Equipment; Sublandlord’s Work.* Sublandlord shall perform the work described on **Exhibit “B”** attached to and incorporated into this Fourth Amendment (the “**Approved Work & Equipment**”), which work has been approved by Subtenant. Subtenant shall have an allowance of \$151,930 (“**Maximum Cost**”) to apply to Sublandlord’s Work for use on the Approved Work & Equipment. Such work shall be referred to as “**Sublandlord’s Work.**” In the event Sublandlord’s Work exceeds the Maximum Cost, and Subtenant’s approval has been received for Sublandlord to perform work in excess of the Maximum Cost, upon receipt of an invoice from Sublandlord, no more frequently than monthly, such excess amount shall be paid by Subtenant. In the event Sublandlord believes that the costs for the Approved Work & Equipment will exceed the Maximum Cost, the Parties shall confer and alter Sublandlord’s Work so that the maximum amount is not exceeded, or Subtenant shall approve and pay for costs in excess of the Maximum Cost.

(b) *City Standards and Contractor for Technical Services.* The Parties acknowledge and agree that Subtenant needs to use its own contractors for some or all of the Approved Work & Equipment, including installation of technical systems and equipment such as cabling, internet and other systems identified by Subtenant so that such systems are compatible with other Subtenant systems (any such work, “**Subtenant’s Work**”). When Subtenant uses its own contractors for Subtenant’s Work, then (i) Sublandlord’s Work shall not include Subtenant’s Work, and (ii) the cost for Subtenant’s Work may apply against the Maximum Cost. Upon presentation to Sublandlord of an invoice for Subtenant’s Work, Sublandlord shall, to the extent that the Maximum Cost has not previously been paid or incurred by Sublandlord, pay Subtenant up to the amount of the available Maximum Cost for Subtenant’s Work.

(c) *Maximum Cost for Sublandlord’s Work.* If Subtenant makes any modifications or changes to the Approved Work & Equipment, then all resulting costs and expenses shall be Subtenant’s and shall be paid promptly by Subtenant upon receipt of billing therefor if Subtenant agrees to costs in excess of the Maximum Costs. In the event that Subtenant fails to make any payment for Sublandlord’s Work within 30 days after Sublandlord’s written demand, Sublandlord shall have the right, without liability to Subtenant, to cease Sublandlord’s Work on the Subleased Premises until such payment is made.

(d) *Building Standard.* Sublandlord’s Work shall be done with such minor variations as Sublandlord may deem advisable, so long as such variations will not materially interfere with the permitted use of the Third Expansion Premises. In order to insure the consistent quality and appearance of the Building, the style, color and items to be used in the construction and installation of Sublandlord’s Work shall be made in Sublandlord’s sole discretion.

(e) *Substantial Completion; Substantially Complete.* “**Substantial Completion**” or “**Substantially Complete**” means that Sublandlord’s Work (excluding Subtenant’s Work) has been completed in accordance with the Approved Work & Equipment, subject only to punch list items, as evidenced by the certificate of substantial completion of Sublandlord’s architect or contractor.

**5.2 Sublandlord’s Delivery Work.** On or before the date the Third Expansion Premises are Substantially Complete, Sublandlord shall, at Sublandlord’s sole cost and expense (and not as part of the Maximum Cost), perform the following work in the Third Expansion Premises (collectively, “**Sublandlord’s Delivery Work**”):

(a) Repair (e.g., patch and paint) any damage caused by Sublandlord’s removal of any of Sublandlord’s personal property (for example, white boards);

(b) If any ceiling tiles are damaged or removed as a result of Sublandlord’s removal of Sublandlord’s acoustical panels and brackets, then Sublandlord shall repair or replace such ceiling tiles using building-standard materials; and

(c) Properly disconnect any wiring that will remain after Sublandlord removes any of Sublandlord’s personal property (for example, if a conference table is removed, Sublandlord should not snip wires connecting any telephone or AV equipment, but should instead properly disconnect and coil the wires).

**6. Subtenant’s Existing Options and Other Rights; No Other Options to Terminate Sublease.**

**6.1 Modification and Ratification of Renewal Option.** Sublandlord and Subtenant acknowledge and agree that (a) the Renewal Option set forth in *Section 29* of Rider to the Sublease shall, subject to the terms and conditions of the Sublease (as amended hereby), continue in full force and effect during the Sublease Term, and (b) the Renewal Option is amended to provide that, given the different expiration dates for the Sublease Terms for the Subleased Premises, the Expansion Premises, the Second Expansion Premises and the Third Expansion Premises, Subtenant shall have the right to renew the Sublease for each portion of the Subleased Premises consistent with the Option Exercise Notice, as set forth in *Section 29* of Rider to the Sublease, that would be required for each portion of the Combined Premises in accordance with each portion’s expiration date. The Parties agree that the Sublease Term expiration dates are as follows: (i) Subleased Premises-August 31, 2023; (ii) Expansion Premises-February 28, 2025; (iii) Second Expansion Premises-May 31, 2028; and (iv) Third Expansion Premises-October 31, 2029. Notwithstanding anything in the Sublease or this Fourth Amendment to the contrary, as set forth in *Section 3.1* of the Sublease, in no event shall the Sublease Term extend beyond the term of the Master Lease.

**6.2 Modification and Ratification of Right of First Offer.** Sublandlord and Subtenant acknowledge and agree that the Right of First Offer set forth in *Section 30* of Rider to the Sublease shall, subject to the terms and conditions of the Sublease (as amended hereby), continue in full force and effect during the Sublease Term.

**6.3 Modification and Ratification of Limited Cancellation Option.** Sublandlord and Subtenant acknowledge and agree that (a) Subtenant’s Limited Cancellation Option set forth in *Section 31* of Rider 1 to the Sublease shall, subject to the terms and conditions of the Sublease (as amended hereby), continue in full force and effect during the Sublease Term, and (b) the

Limited Cancellation Option is amended to provide that, if Subtenant timely exercises the Limited Cancellation Option by timely delivering Subtenant's Cancellation Notice in accordance with *Section 31* of Rider 1 to the Sublease, then Subtenant shall, at the time Subtenant delivers Subtenant's Cancellation Notice, pay Sublandlord, in good and immediately available funds, both the Cancellation Fee, the Additional Cancellation Fee (as defined below), the Second Additional Cancellation Fee and the Third Additional Cancellation Fee (as defined below). The "**Third Additional Cancellation Fee**" is an amount equal to the sum of (i) the unamortized portion of Sublandlord's Third Expansion Transaction Costs (as defined below), *plus* (ii) two (2) months of Base Rent and Operating Expenses for the Third Expansion Premises (based on the amount of Base Rent and Operating Expenses payable during the 2-month period commencing on the Cancellation Date). For purposes of calculating the Third Additional Cancellation Fee, Sublandlord's Third Expansion Transaction Costs, together with interest at seven percent (7%) per annum, shall be amortized in 116 equal monthly amounts commencing as of the Third Expansion Premises Commencement Date and the unamortized portion thereof will be calculated as of the Cancellation Date. As used in this Fourth Amendment, "**Sublandlord's Third Expansion Transaction Costs**" shall mean, collectively, the commissions actually paid to the Brokers in connection with this Fourth Amendment. Sublandlord shall (1) within sixty (60) days after Subtenant's written demand (but in no event earlier than the Third Expansion Premises Commencement Date), deliver to Subtenant the total amount of Sublandlord's Third Expansion Transaction Costs, and (2) within thirty (30) days after Subtenant's written demand (but in no event earlier than thirty (30) days prior to the Cancellation Exercise Deadline), deliver to Subtenant the estimated amount of Operating Expenses payable during the 2-month period commencing on the Cancellation Date.

**6.4 No Other Options to Terminate Sublease.** Subtenant acknowledges and agrees that, except as expressly set forth in Section 6.3 above, any and all options Subtenant may have had to terminate the Sublease (other than termination rights arising pursuant to the casualty or condemnation provisions of the Sublease), if any, have expired and are of no further force or effect.

## **7. Parking.**

**7.1 Grant of Additional Parking Spaces.** During the Third Expansion Premises Term, Subtenant's Employees shall be entitled to utilize (in addition to any other parking privileges under the Sublease for the Current Premises) the following parking privileges in the Parking Garage (collectively, the "**Additional Parking Spaces**"), in accordance with and subject to the terms and conditions of the Sublease:

- (a) 50 parking spaces for parking at the Prevailing Rates (as defined below).

**7.2 Terms and Conditions.** The use of the Additional Parking Spaces and the Parking Garage shall at all times be subject to the provisions of *Section 28* of Rider 1 to the Sublease, including, without limitation, the Parking Rules and Regulations.

## **8. The Conveyed FF&E.**

**8.1 The Conveyed FF&E.** The "**Conveyed FF&E**" means the furniture, trade fixtures and equipment more particularly inventoried on *Schedule 8* attached to this Fourth Amendment.



**8.2 Conveyance to Subtenant; Bill of Sale.** In consideration of entering into this Fourth Amendment to Sublease Agreement, and for the payment of \$-0-, Sublandlord does, effective on the Third Expansion Premises Commencement Date, give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Subtenant all of the Conveyed FF&E. THE CONVEYED FF&E IS EXPRESSLY PURCHASED AND SOLD “AS IS,” “WHERE IS,” “WITH ALL FAULTS” AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SUBLANDLORD EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE. At the request of Subtenenat, Sublandlord shall execute a separate Bill of Sale for the Conveyed FF&E being conveyed hereunder.

**8.3 Delivery to Subtenant.** On the Third Expansion Premises Commencement Date, Sublandlord shall cause the Conveyed FF&E to be located in the Third Expansion Premises.

**9. Brokerage.** Sublandlord and Subtenant each represent and warrant that they have dealt with no broker, realtor, or agent in connection with this Fourth Amendment and its negotiation, except for (a) McLin Commercial (“**Subtenant’s Broker**”), as Subtenant’s exclusive agent, and (b) Jones Lang LaSalle (“**Sublandlord’s Broker**,” and, together with Subtenant’s Broker, collectively, the “**Brokers**”), as Sublandlord’s exclusive agent. Sublandlord shall make payment of the brokerage fee due to the Brokers pursuant to and in accordance with a separate agreement with the Brokers.

## **10. General Provisions.**

**10.1 Full Force and Effect; Conflict.** Except as amended by this Fourth Amendment, the Sublease as modified herein remains in full force and effect and is hereby ratified by Sublandlord and Subtenant. In the event of any conflict between the Sublease and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

**10.2 Capitalized Terms.** Capitalized terms not defined herein shall have the same meaning as set forth in the Sublease.

**10.3 ADA Compliance.** In addition to Sublandlord’s compliance obligations under *Section 6.5* of the original Sublease Agreement, Sublandlord, in its construction and improvements to the Current Premises and the Third Expansion Premises, including the work set forth in Section 5 above, shall comply in all respects with the Americans with Disabilities Act of 1990 (the “**ADA**”), all state and local laws and ordinances relating to handicapped access and all rules, regulations and orders issued pursuant thereto.

**10.4 Successors and Assigns.** This Fourth Amendment shall, subject to the terms and conditions of the Sublease, be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

**10.5 Entire Agreement.** The Sublease, as amended by this Fourth Amendment, contains the entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Sublandlord and Subtenant.

**10.6 Power and Authority.** Subtenant has not assigned or transferred any interest in the Sublease and has full power and authority to execute this Fourth Amendment.

**10.7 Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.8 Facsimile/.PDF Signatures.** This Fourth Amendment may be executed by facsimile and/or .pdf signatures which shall be binding as originals on the parties hereto.

**10.9 No Option.** The submission of this document for examination and review does not constitute an option, an offer to lease space in the Building or an agreement to lease. This document shall have no binding effect on the parties unless and until executed by both Sublandlord and Subtenant and will be effective only upon Sublandlord's execution of the same.

**10.10 Subject to Appropriation; No Multiple Year Obligation; Maximum Sublease Amount.** Notwithstanding anything to the contrary herein, it is understood and agreed that any payment obligation of the Subtenant herein, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Fourth Amendment, encumbered for the purpose of this Fourth Amendment and paid into the Treasury of the City and County of Denver. Sublandlord acknowledges that (i) Subtenant does not by this Fourth Amendment, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Fourth Amendment is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Subtenant. In addition to the foregoing, the maximum amount to be paid by Subtenant in accordance with this Fourth Amendment shall not exceed **NINE MILLION EIGHT HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED FIVE DOLLARS AND SEVENTY-ONE CENTS (\$9,876,705.71)** unless the Sublease is modified to increase said amount by a duly authorized and written amendment to the Sublease executed by the parties in the same manner as the Sublease. *Section 1.1(q)* of the Sublease is amended to provide that the aggregate maximum amount to be paid by Subtenant in accordance with the Sublease (as amended by this Fourth Amendment) shall not exceed **FORTY-ONE MILLION FIVE HUNDRED SIXTY-SIX THOUSAND FIFTY-TWO DOLLARS AND FORTY CENTS (\$41,566,052.40)** unless the Sublease is modified to increase said amount by a duly authorized and written amendment to the Sublease executed by the parties in the same manner as the Sublease.

**10.11 Effectiveness Conditions.**

(a) *Effectiveness Conditions.* Notwithstanding anything in this Fourth Amendment to the contrary, the effectiveness of this Fourth Amendment is expressly conditioned on the satisfaction of each of the following conditions (collectively, the "**Effectiveness Conditions**"):

(i) Subtenant has duly executed this Fourth Amendment and delivered the same to Sublandlord;

(ii) Sublandlord has duly executed this Fourth Amendment and delivered the same to Subtenant; and

(iii) The Denver City Council has duly approved this Fourth Amendment (the "**Subtenant Condition**").

It is expressly acknowledged and agreed that in no event shall the Third Expansion Premises Commencement Date be deemed to have occurred prior to the satisfaction of the Effectiveness Conditions.

(b) *Failure of Effectiveness Conditions.* If the Effectiveness Conditions have not been satisfied, or have not been deemed to be satisfied, on or before February 28, 2020 (the “**Contingency Deadline**”), then this Fourth Amendment (but not the Sublease) shall automatically terminate (without penalty) on the Contingency Deadline, in which event (i) this Fourth Amendment shall be of no further force or effect, and (ii) the Sublease shall continue in full force and effect.

(c) *The Subtenant Condition.* Subtenant shall use commercially reasonable efforts to cause the Subtenant Condition to be satisfied on or before the Contingency Deadline. Subtenant shall promptly notify Sublandlord, in writing (the “**Condition Satisfaction Notice**”), once the Subtenant Condition has been satisfied. Subtenant may waive, in writing, the Subtenant Condition.

(d) *No Sublandlord’s Work Prior to Satisfaction of Effectiveness Conditions.* Sublandlord shall not be required to perform any of Sublandlord’s Work or Sublandlord’s Delivery Work unless and until the Effectiveness Conditions have been satisfied, deemed satisfied or waived in writing.

**10.12 Payment of City Minimum Wage.** To extent required by Applicable Laws, Sublandlord shall comply with all requirements, conditions and City determinations regarding the City’s Minimum Wage Ordinance, Section 20-82 through 20-84 D.R.M.C. By executing this Third Amendment, Sublandlord expressly acknowledges that Sublandlord is aware of the requirements of the City’s Minimum Wage Ordinance.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed, through their respective lawfully empowered representatives, this Fourth Amendment to Sublease Agreement as of the Effective Date: \_\_\_\_\_ (“**Effective Date**”).

**ATTEST:**

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
Paul D. Lopez,  
Clerk and Recorder, Ex-Officio Clerk  
of the City and County of Denver

By: \_\_\_\_\_  
Michael B. Hancock, MAYOR

**APPROVED AS TO FORM:**  
KRISTIN M. BRONSON, Attorney  
for the City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Brendan J. Hanlon, CFO

By: \_\_\_\_\_  
Timothy O’Brien, Auditor

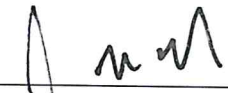
**“SUBTENANT”**

**SUBTENANT’S SIGNATURE PAGE**

*FOURTH AMENDMENT TO SUBLEASE AGREEMENT*  
101 W. COLFAX AVE.  
DENVER, CO 80202  
(CITY AND COUNTY OF DENVER)

**SUBLANDLORD:**

DP MEDIA NETWORK LLC,  
a Delaware limited liability company

By:   
Name: Justin Muck  
Title: CFO, VP of Finance

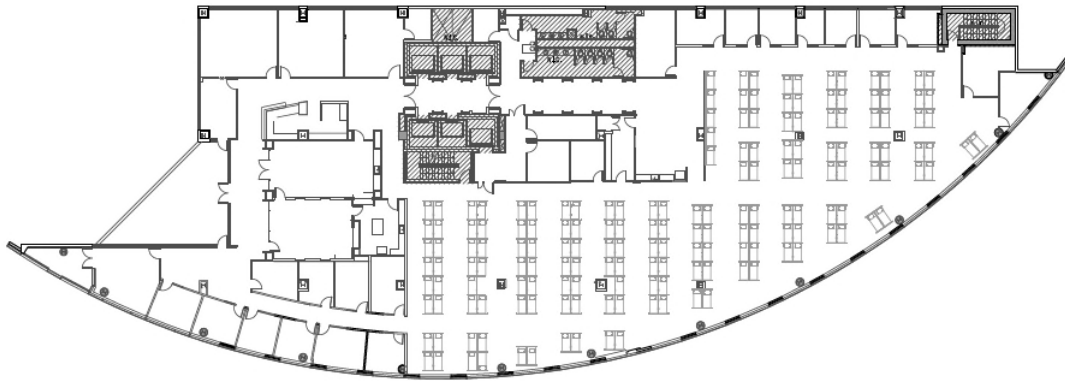
SUBLANDLORD'S SIGNATURE PAGE

*FOURTH AMENDMENT TO SUBLEASE AGREEMENT*  
101 W. COLFAX AVE.  
DENVER, CO 80202  
(CITY AND COUNTY OF DENVER)

**EXHIBIT "A"**  
**The Third Expansion Premises**  
*(Suite 1100)*

**101 W. COLFAX AVE.**

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**ELEVENTH FLOOR** 25,193 RSF



*[NOTE – Any furnishings depicted on this plan are for illustration purposes only and are not included as part of the Third Expansion Premises]*

**EXHIBIT “B”**  
**Approved Work & Equipment**

1. IT infrastructure;
2. FF&E; and
3. ADA accommodations.

**SCHEDULE 8****The Conveyed FF&E**

101 W Colfax Ave, 11th Floor (Suite 1100)

<b>QTY</b>	<b>FURNITURE TYPE</b>
48	Side chair
4	Conference room chair
18	Boardroom chair
172	Benching workstation/desk
1	Cube desk, upgraded, semi-private
7	Basic office desk
11	Director desk
3	Executive desk
5	Office conference table, small
1	Boardroom table
21	Office file/storage cabinet
22	Office credenza
21	Office overhead cabinet
172	2-drawer file/pedestal for benching workstation
3	4-drawer file cabinets