

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Lessor"), and **COLORADO SYMPHONY ASSOCIATION**, a Colorado nonprofit corporation, whose address is 1000 14th Street, #15, Denver, Colorado 80202 (the "Lessee").

WITNESSETH:

WHEREAS, the City is the owner of real property at 1245 Champa Street in Denver, Colorado (the "Property"), a portion of which is not required for public use and occupancy at present; and

WHEREAS, the City is desirous of leasing this property to Lessee for use as offices for the Colorado Symphony Association.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessee agree as follows:

1. **LEASED PREMISES**: Subject to the terms of this Lease Agreement (hereinafter referred to as "Lease"), the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises (the "Leased Premises") located at 1245 Champa Street in Denver, Colorado, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein, containing office space on the third and fourth floors and penthouse of the 1245 Champa building. The depiction contained on Exhibit A may be modified upon the written authorization of the Director of Real Estate (the "Director"), to correct minor, technical errors.

2. **TERM**: The term of this Lease shall begin on October 1, 2013, and it shall terminate September 30, 2015 (the "Term").

3. **RENT**: The Lessee shall pay to the City rent ("Rent") of \$1.00 per year. Rent shall be paid to the City as specified by the Director.

4. **USE**: The Leased Premises are to be used and occupied by Lessee solely as office space, unless the Director agrees to another use. The Lessee shall use the premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The Lessee shall not commit or suffer to be

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committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

5. **“AS IS” CONDITION**: The Leased Premises are accepted by Lessee in an “AS IS, WHERE IS” condition, with all faults and defects. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

6. **QUIET ENJOYMENT**: Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pay the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

7. **PREMISES/CONSTRUCTION**:

A. **By City**: Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except repairs as may be deemed necessary by the City for normal maintenance operations of the Leased Premises, including exterior, foundation, and structural soundness.

B. **By Lessee**: Lessee shall undertake no construction within the Leased Premises (“Tenant Improvements”) without written approval by the Director of such Tenant Improvements, in his sole discretion. Any Tenant Improvements are subject to all of the City’s requirements with regard to construction at a City-owned site, and any written approval of Tenant Improvements is expressly subject to those requirements.

8. **SIGNAGE/MARKETING/EXCLUSIVITY**: The Lessee shall be allowed to place signage to the extent permitted by the City’s ordinances, subject to the Director’s approval of such signage.

9. **OBSTRUCTIONS**: The City shall not cause, to the best of its ability, obstructions that will impair visibility to the Leased Premises, except those obstructions acknowledged in Exhibit A.

10. **ENTRY BY CITY**: Lessee shall permit representatives of the City to enter into and

upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

11. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises, including any approved Tenant Improvements, to the City in good condition, ordinary wear and tear excepted. Lessee shall remove all of Lessee's movable furniture and other effects and Lessee shall remove all Tenant Improvements that the City requests, in writing at least thirty (30) days prior to the end of the Term, be removed. All moveable furniture and other effects and all fixtures that the City has requested be removed that are not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Lessee or any other person, and without obligation to account therefor, and Lessee shall pay the City all expenses incurred in connection with such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the term of this Lease upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises.

12. **UTILITIES, JANITORIAL SERVICE AND MAINTENANCE:**

A. **Lessor's Responsibilities.** Subject to the billing and payment provisions contained in subparagraph 12.B., the City shall provide the following utilities for the Leased Premises, as may be reasonable and necessary for normal office use: water, sewer, chilled water, natural gas, elevator maintenance, pest control and electricity services. Further, City shall, at its expense, maintain the building's elevators, mechanical systems, including HVAC, and exterior, including snow and ice removal from the public right of way. The City shall also provide maintenance of the common areas at the Property and shall bill Lessee for common area maintenance costs ("CAM Charges").

B. **Lessee's Responsibilities.** Lessee shall pay for all water, sewer, chilled water, natural gas, elevator maintenance costs and associated fees, pest control and electricity, or other utilities or

services allocable to the Leased Premises on a monthly basis, as well as CAM Charges, at a combined rate of \$ 3,799.64 per month, due to the City on the tenth of each month of the Term (“Lessee’s Payments”). A spreadsheet itemizing the utility and maintenance costs is attached hereto as **Exhibit B**. Quarterly, the City shall provide Lessee with a reconciliation of their payments to the actual costs of providing utilities and common area maintenance (“Actual Costs”), and the parties shall reconcile Lessee’s Payments to the Actual Costs by either (i), if the Lessee has underpaid, the Lessee will pay the difference between the Actual Cost and Lessee’s Payments or (ii), if the Lessee has overpaid, the City shall credit Lessee’s account by the amount of overpayment and Lessee may reduce its future payments by the overpaid amount. All past due payments shall accrue interest at the rate of 12% per annum until paid. Lessee shall be responsible for arranging for, and paying all deposits, fees and charges associated with, (i) telephone and other communication services to the Leased Premises, (ii) janitorial services, and (iii) trash hauling. Lessee shall pay prevailing wages, as set by the City’s prevailing wage ordinance (§20-76, DRMC) for janitorial services. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

The Lessee shall maintain the interior and exterior non-structural portions of the leased premises, including electrical, plumbing, casualty damage, and make all repairs to interior and storefront windows and doors.

13. **INDEMNITY**: The Lessee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers’ Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of the Lessee, the Lessee’s agents, employees, subtenants, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of the Lessee or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease. Lessee need not, however, indemnify or save harmless the City, its officers, agents and employees from damages

resulting from the sole negligence of the City's officers, agents and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Lessee under this Lease. The Lessee shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

14. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to City. If the Leased Premises, through no fault or neglect of Lessee, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the City elects to repair the same, the rent herein shall abate until such time as the Leased Premises are made tenantable by City. In the event such repairs cannot be made within 90 days, Lessee may elect to terminate this Lease. In the event of the total destruction of the Leased Premises without fault or neglect of the Lessee, its agents, employees, invitees, or visitors, or if from any cause the Leased Premises shall be so damaged that the City shall decide not to rebuild (which decision City may make in its sole discretion), then all rent owed up to the time of such destruction or termination shall be paid by Lessee and this Lease shall cease and come to an end.

15. **HAZARDOUS SUBSTANCES**: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after

the Lease Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

16. **HOLDING OVER:** If after the expiration of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of Lessee's occupancy, and at a rent of twelve thousand nine hundred dollars (\$12,900.00) per month, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

17. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) the unpaid rent earned at the time of

termination, plus interest thereon at the rate of twelve percent (12%) per annum from the due date; (iii) the balance of the rent for the remainder of the term less any rents the City receives for the Leased Premises for said period; (iv) damages for the wrongful withholding of the Leased Premises by Lessee; (v) unpaid taxes or assessments and (vi) any other sum of money in damages owed by Lessee to City or third parties as a result of its use and occupancy of the Leased Premises. The City may retake possession of the Leased Premises, including the Tenant Improvements, and shall have the right, but not the obligation, without being deemed to have accepted a surrender thereof, and without terminating this Lease, to relet same for the remainder of the term provided for herein; and if the rent received through such reletting does not at least equal the rent provided for herein, Lessee shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting; and, in addition thereto, Lessee shall pay all reasonable expenses incurred in connection with any such reletting.

(b) Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such default to the Lessee and provide fifteen (15) days from the date of such notice to cure the noted default.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Lessee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **LESSEE'S INSURANCE:** From the commencement of this Lease, and at all times throughout the term, Lessee (or its contractor(s)) shall carry and maintain the following insurance policies: (a) Such policies covering the construction of the Tenant Improvements as required pursuant to paragraph 7(b) herein;

(a) Sufficient Workers' Compensation Insurance to fully insure its responsibilities under Colorado law;

(b) Fire and extended coverage insurance on all of its personal property, including without limitation fixtures and removable trade fixtures, located in the Leased Premises;

(c) A policy or policies of comprehensive general liability insurance, issued by and binding upon an insurance company authorized to do business in the State of Colorado, such insurance to afford minimum protection of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. Commercial general liability coverage shall be at least as broad as insurance services office standard form CG 0001 or equivalent. The City and County of Denver, its officers, officials and employees shall be named as additional insureds, with coverage at least as broad as insurance services office standard form CG 2026. Defense costs coverage shall include defense costs coverage for additional insureds outside the limits of insurance;

(d) Contractual liability coverage;

(e) Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for both Worker's Compensation and commercial general liability (per ISO form CG2404 or equivalent) coverage;

(f) The original or a certified copy of the above policy or policies, plus certificates evidencing the existence thereof, all in such form as the City's Risk Administrator may require, are attached as Exhibit C. Each such policy or certificate shall contain a valid provision or endorsement stating "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the City's Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202, and sent by certified mail, return receipt requested."

Lessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Lessee, its agents, employees or assignees located in the Leased Premises and Lessee acknowledges and agrees that the Lessee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Lessee, its agents, employees or assignees in the Leased Premises.

20. **VENUE, GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City and County of Denver, Colorado.

21. **ASSIGNMENT AND RIGHT TO SUBLEASE**: The Lessee shall not assign or

transfer its rights under this Lease, or sublet the Leased Premises without first obtaining the written consent of the Director.

22. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS**: The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

23. **EXAMINATION OF RECORDS**: The Lessee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessee involving matters directly related to this Lease.

24. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

25. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

26. **BINDING EFFECT**: This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with paragraph 21 above.

27. **THIRD PARTIES**: This Agreement does not, and shall not be deemed or construed

to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

28. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Director of Real Estate
201 West Colfax Avenue
Denver, CO 80202

With copy to: Director of Arts and Venues Denver
144 West Colfax Avenue
Denver, CO 80202

To Lessee: COLORADO SYMPHONY ASSOCIATION
1245 Champa Street
Denver, CO 80202

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

29. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

30. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

31. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision

of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

32. **CONFLICT OF INTEREST BY CITY OFFICER:** Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

33. **APPROPRIATION:** All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

34. **AUTHORITY TO EXECUTE:** Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

35. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

36. **CITY'S EXECUTION OF AGREEMENT:** This Lease is expressly subject to, and shall not be or become effective or binding on the City until approval by its City Council and full execution by all signatories set forth below.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Lessee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number: FINAN-201311017-00

Contractor Name: Colorado Symphony Association

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: FINAN-201311017-00

Contractor Name: Colorado Symphony Association

By: P. Evan Lasky

Name: P. EVAN Lasky
(please print)

Title: Executive Vice President / COO
(please print)

ATTEST: [if required]

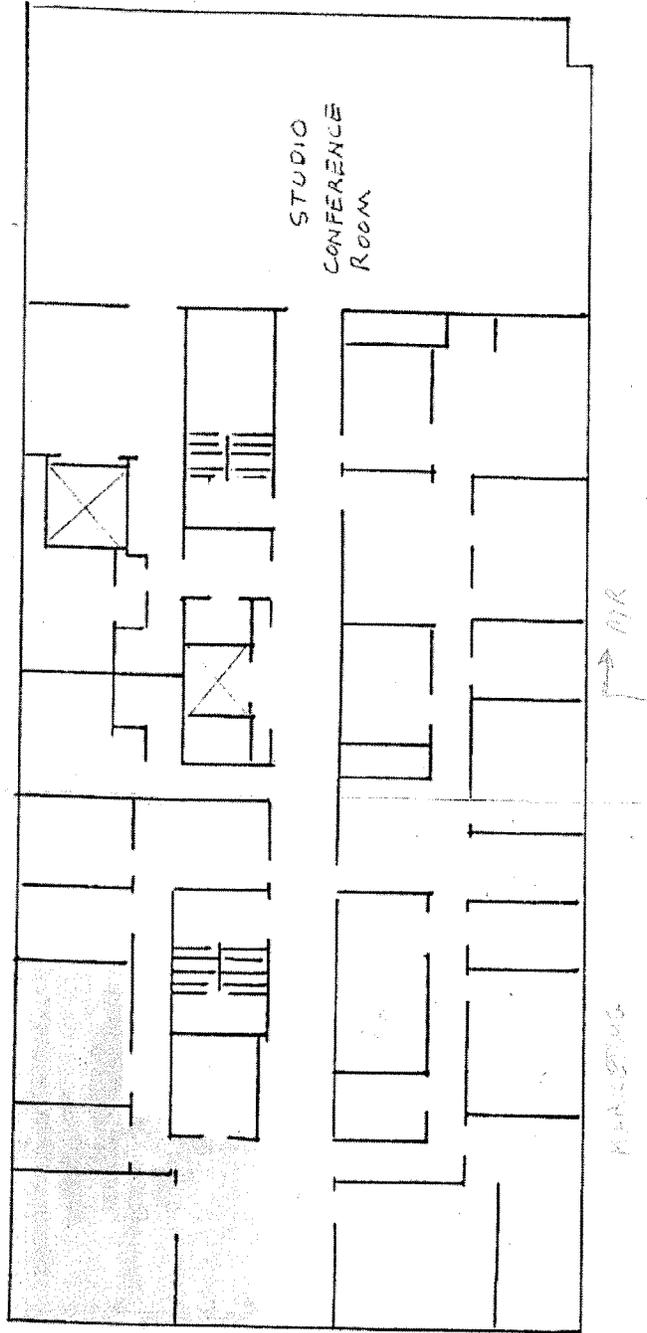
By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

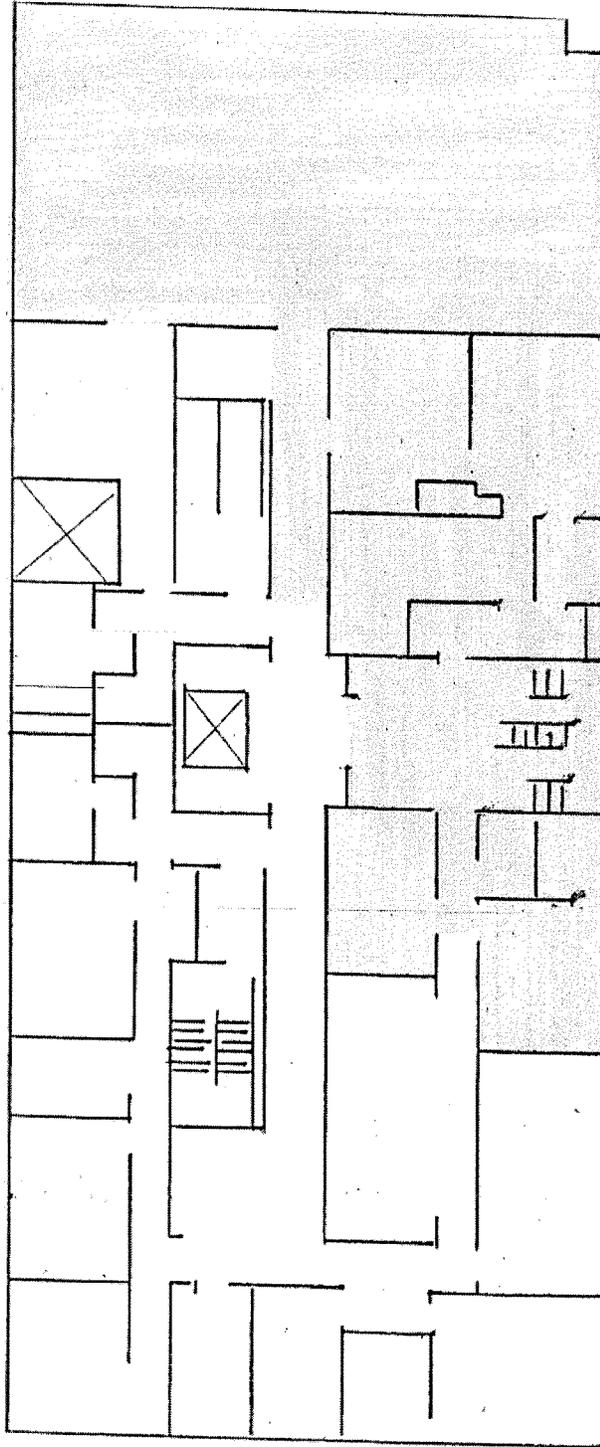


█ = ACCOUNTING

█ = COMMUNICATIONS

DCPA Administration Building
3rd Floor

EXHIBIT A



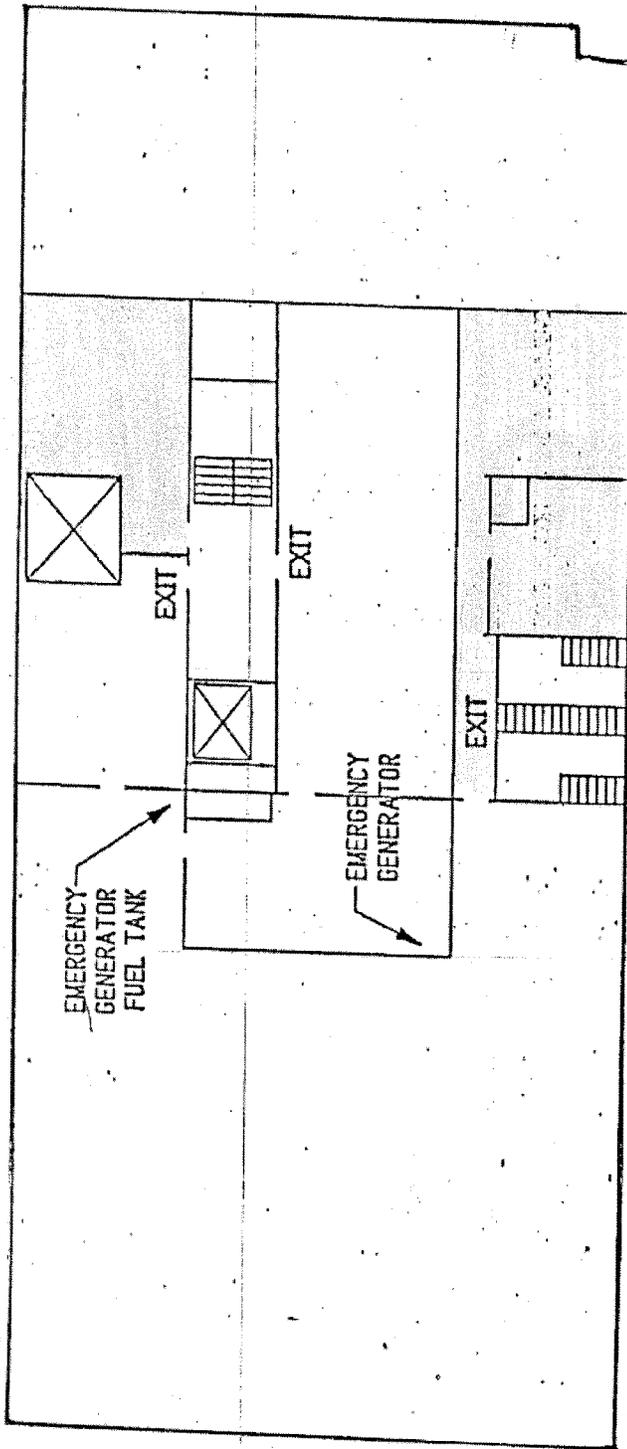
■ = DENVER CENTER MEDIA

■ = DEVELOPMENT
COMMUNICATIONS

DCPA Administration Building
4th Floor

5/24/04
5/24/04 / mm / 8/8/04
6/2/04

EXHIBIT A



= DENVER CENTER MEDIA

DCPA Administration Building
Penthouse

EXHIBIT B



8/28/2013

Itemized monthly costs per information from DPAC		
Item		Building Total
Elevator Maintenance	\$	565.13
Janitorial	\$	-
Elevator Conveyance Fee	\$	33.33
Denver Water	\$	578.58
Pest Control	\$	58.00
Excel Gas	\$	136.05
Excel Electric	\$	2,277.67
Excel Steam	\$	2,620.19
Excel Chiller	\$	1,535.59
Estimated Total Monthly Costs	\$	7,804.54

Estimated Yearly Costs for Building		
Item		Cost Estimate
Estimated Total Monthly Costs	\$	7,804.54
Estimated Total Yearly Costs	\$	93,654.52
Contingency Factor		20%
TOTAL EST. YEARLY COSTS W. CONTINGENCY	\$	112,385.42

Estimated Pro-Rata Costs for Floors 3, 4, and penthouse		
Total Square Footage of Building		43,800
Estimated Square Feet of 3rd floor		8,760
Estimated Square Feet of 4th floor and penthouse		9,010
Pro-Rata Percentage		40.57%

Summary		
TOTAL EST. YEARLY COSTS FOR 3rd, 4th and Penthouse	\$	45,595.64
TOTAL EST. MONTHLY COSTS FOR 3rd, 4th and Penthouse	\$	3,799.64
Estimated Cost per Foot	\$	2.57

Disclaimer: The above information was used for estimation purposes. The City and County of Denver makes no representation that the above information represents actual monthly or yearly costs.

DESCRIPTIONS (Continued from Page 1)

terms, conditions and exclusions of the policy apply.

Additional Insureds: The City & County of Denver, its officers, officials and employees

The Workers' Compensation and General Liability policies include a Waiver of Subrogation in favor of the Additional Insureds only if required by written contract.

The Additional Insured endorsement which is referenced above under "Type of Insurance-General Liability" is attached.