SITE CONTROL AGREEMENT AND OPTION FOR GROUND LEASE

Article 1: Basic Terms; Title Company; Earnest Money Deposit

1.1 Basic Terms.

(a) Parties and Notice Addresses:

Tenant and its notice address:
Globeville Redevelopment Partners LLC
566 W. Lake Street, Suite 400
Chicago, IL 60661

David Block, AIA, AICP
Director of Development
Office: (312) 382-3259
Cell: (617) 905-6690
dblock@evergreenreg.com

Javonni Butler
Development Project Manager
(262) 894-6665
jbutler@evergreenreg.com

With a copy to its legal counsel:
Ryan Hatten
Attorney
425 S. Financial Place, Suite 1900
Chicago, IL 60605
(312) 491-4421
rhatten@att-law.com

Paul Davis
Attorney
425 S. Financial Place, Suite 1900
Chicago, IL 60605
(312) 491-2205
Pdavis@att-law.com

Landlord and its notice address:
City and County of Denver
Lisa Lumley
Director of Real Estate
Dept. of Finance | Office of Real Estate
City and County of Denver
201 W. Colfax Avenue, Suite 1010
Denver, CO 80202
(720) 913-1515
Lisa.lumley@denvergov.org

Britta Fisher
Executive Director
Department of Housing Stability
City and County of Denver
201 W. Colfax Avenue, Suite 615
Denver, CO 80202
(720) 913-1536
britta.fisher@denvergov.org

With a copy to:
Johna Varty
Assistant City Attorney
Senior Municipal Operations-Denver City Attorney's Office
johna.varty@denvergov.org

Eliot C. Schaefer
Assistant City Attorney
Municipal Operations-Denver City Attorney's Office
(720) 913-3257
eliot.schaefer@denvergov.org

Jillynn Lubenow
Asset Manager
Dept. of Finance | Office of Real Estate
(720) 913-1503
Jillynn.Lubenow@denvergov.org

(b) Summary of Terms.

Property:	The property is located at 4995 Washington Street, Denver, Colorado 80216 and is described on the attached **Exhibit A**.
Earnest Money Deposit:	$100.00, due five (5) business days after the Effective Date of the Site Control Agreement.
Ground Lease Option Fee:	A non-refundable option fee of fifty thousand dollars ($50,000.00) from the Tenant as consideration for the Option, due thirty (30) business days after the Effective Date of the Site Control Agreement.
Effective Date:	The date a fully executed Site Control Agreement is delivered by the City and received by Tenant.
Diligence and Feasibility Period:	The period beginning on the Effective Date and ending at 11:59 pm (Denver time) on the date that is December 31, 2024.
Closing Date:	December 31, 2024, or such time as mutually agreed upon in writing by the Parties.
Tenant's Brokers:	None.

1.2 Title Company.

Land Title Guarantee Company
3033 East First Avenue, Suite 600
Denver, CO 80206

Attn: Tom Blake
Telephone: (303) 331-6237
E-mail: tblake@ltgc.com

1.3 Earnest Money Deposit. The Earnest Money Deposit in the amount of one hundred dollars ($100.00) shall be deposited by Tenant with Title Company within five (5) business days after the Effective Date.

1.4 Closing Instructions. Tenant and Landlord (each sometimes referred to herein individually as a "Party" and collectively as the "Parties") hereby employ Title Company to act as closing agent for the transaction contemplated by this Agreement.

1.5 Project. Pursuant to the terms of this Agreement, the Parties intend to enter into negotiations with respect to the terms of the Ground Lease (described below) by which Tenant will lease the Property, described in Exhibit A and located at 4995 Washington Street ("Property") from

Landlord at Closing and construct on the Property a mixed-use project ("Project") with residential portions restricted to affordability in accordance with certain financing requirements, including Section 42 of the Internal Revenue Code regarding Low Income Housing Tax Credit. Construction on the Project must begin no later than January 2, 2025.

1.6 Effective Date. The date this fully executed Site Control Agreement is delivered by the City and received by Tenant.

Article 2: Diligence and Feasibility Period

2.1 Property Information. Within twenty (20) days after the Effective Date, Landlord will deliver to the Tenant all documents known to the Director of Real Estate, without a duty of inquiry, in its possession or control related to the Property, including, but not limited to, all surveys, geotechnical reports and environmental reports (collectively, "Landlord Documents"). Within twenty (20) days after the Effective Date, Tenant shall also cause, at Tenant's sole cost and expense, the Title Company to deliver to the Tenant a leasehold title insurance commitment ("Title Commitment") from Title Company in an amount reasonably determined by Tenant, and copies of all documents referenced in the Title Commitment, in the name of Tenant or its assigns.

2.2 Diligence and Feasibility Period.

(a) *Property Inspection.* During the Diligence and Feasibility Period, Tenant, its agents, employees and contractors, shall have the right to enter upon the Property at all reasonable times ONLY for the purpose of doing any work or investigation as may be required by Tenant in its discretion to determine the feasibility of the Property for land entitlements, design and construction. **It is understood that any work or action undertaken by Tenant on the Property that is not for the purpose of determining the feasibility of the Property for project purposes constitutes a trespass and is beyond the scope of this Agreement, unless otherwise agreed to by both parties in writing.** Tenant will promptly repair and restore any damage or injury to the Property caused by such investigations and shall not permit any liens or encumbrances to arise against the Property in connection with or as a result of such inspections, studies or investigations.

The foregoing inspections may include a Phase 1 environmental inspection of the Property (but a Phase 2 environmental inspection will not be permitted without the Landlord's prior written consent), and any other inspection or sampling of soils, water, air and other materials, including invasive inspections such as soil boring, asbestos and lead based paint inspections. Tenant shall provide a written request to Landlord, at the notice address set forth in Section 1.1 above, regarding Phase 2 inspection or any other inspection not permitted herein, and the Landlord will reply to Tenant within ten (10) business days. Landlord and Tenant will then enter into a License Agreement, a template of which is attached as **Exhibit C** herein. The Director of Real Estate has the sole and exclusive authority to grant the License and to negotiate the Scope of Work described in the License.

(b) *Landlord Document Review.* During the Diligence and Feasibility Period, Tenant shall have the right to review the Landlord Documents, at no cost to Landlord.

(c) *Survey*. During the Diligence and Feasibility Period, Tenant, at Tenant's sole cost and expense shall obtain a new survey of the Property ("Survey"), at no cost to Landlord.

(d) *Option to Lease*: Tenant shall have the exclusive option on the conditions stated herein ("Option") during the Diligence and Feasibility Period to enter into a Ground Lease with Landlord. During the Diligence and Feasibility Period, Landlord agrees to negotiate the Ground Lease to include revisions reasonably requested by Tenant's investors and lenders. Landlord acknowledges that Tenant has agreed to pay a nonrefundable option fee of $50,000 hereunder as consideration for the Option.

(e) *Ground Lease*. During the Diligence and Feasibility Period, Tenant and Landlord shall negotiate in their respective sole discretion the terms of a ground lease by which Tenant will lease the Property from the Landlord ("Ground Lease"). The Ground Lease must be approved by the City Council prior to its execution by Landlord. During the Diligence and Feasibility Period and the Entitlement and Financing Period, the Parties shall also negotiate a form of "Memorandum of Ground Lease" to be recorded against the Property at Closing. At a minimum, the Ground Lease shall contain the terms described in the attached **Exhibit B**.

(f) *Site Plan Approval*. During Diligence and Feasibility Period, the Tenant shall use commercially reasonable efforts to obtain a non-appealable site development plan and building permits for the Project acceptable to the Tenant and Landlord in their respective sole discretion ("Approvals").

(g) *Financing*. During the Diligence and Feasibility Period, the Tenant shall use its best efforts to secure construction financing and permanent financing along with an award of low-income housing tax credits under Section 42 of the Code ("Tax Credits") and other financing for the payments due under the Ground Lease and for the design and construction of the Project on terms acceptable to Tenant ("Financing/Tax Credits") and including funding from HOST and Division of Housing.

2.3 Termination. In the event that the Tenant has not by June 30, 2023 received an award for Tax Credits or has not made substantial progress towards securing an award of Tax Credits and other financing for the Project, including determining acceptable terms and conditions for the syndication of the Tax Credits and acceptable Financing/Tax Credits, either Party may, at either Party's option, terminate this Agreement. If, however, Tenant has made substantial progress as described above this Agreement will terminate on December 31, 2024. Notwithstanding the termination date, if Landlord and Tenant enter into a Ground Lease, construction must commence on or before January 2, 2025. Additionally, should either Party terminate this Agreement, the Option to Lease shall simultaneously terminate. This does not affect Landlord's ability to terminate this Agreement for cause.

Article 3: Operations and Risk of Loss

3.1 Ongoing Operations. During the pendency of this Agreement, Landlord shall carry on its business and activities relating to the Property substantially in the same manner as it did before the Effective Date, except as otherwise provided herein.

Article 4: Closing

4.1 Closing. The consummation of the transactions contemplated herein ("Closing") shall occur on the Closing Date at the offices of Title Company.

4.2 Deliveries in Escrow. On or before the Closing Date, Landlord and Tenant shall each deliver into escrow to Title Company the following:

(a) Ground Lease. A fully executed Ground Lease (and Memorandum of Ground Lease) in the form agreed to by the Parties prior to the expiration of the Diligence and Feasibility Period; and

(b) Additional Documents. Any additional documents that Title Company or a Party may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

4.3 Closing Statements. At Closing, Landlord and Tenant shall deposit with Title Company executed closing statements consistent with this Agreement in the form required by Title Company.

4.4 Title Policy. As a condition to Tenant's obligation to close, Title Company shall deliver to Tenant at Closing a Leasehold Policy of Title Insurance, or a binding commitment to issue same ("Title Policy"), issued by Title Company as of the date and time of the execution of the Ground Lease, in an amount reasonably determined by Tenant, insuring Tenant as the holder of a good and marketable leasehold interest in the Property, subject only to the Permitted Exceptions. Landlord shall execute at Closing an affidavit(s) in such form as Title Company shall require for the issuance of the Title Policy. The term "Permitted Exceptions" shall mean: the specific exceptions (exceptions that are not part of the promulgated title insurance form) in the Title Commitment that Title Company has not agreed to insure over or remove from the Title Commitment as of the end of the Diligence and Feasibility Period; items shown on the Survey which have not been removed as of the end of the Diligence and Feasibility Period; and real estate taxes and assessments not due and payable as of the Closing Date.

4.5 Possession. Landlord shall deliver leasehold possession of the Property to Tenant at Closing.

4.6 Costs. Each Party shall pay its portion of the following costs as indicated below.

Type of Cost:	Paid by:
Title Policy Premiums:	
For Tenant's extended coverage:	Tenant
For Lender's policy, if any:	Tenant
Documentary, transfer, excise and sales taxes and similar fees:	Tenant
Recording charges:	
Instruments to remove encumbrances that Landlord is obligated to remove:	Tenant
Memorandum of Ground Lease and instruments related to Tenant's financing:	Tenant
Other Costs:	
Title Company fee:	Tenant
Other costs not specified:	Tenant

4.7 Memorandum of Ground Lease. Title Company shall record the Memorandum of Ground Lease with the Denver County Clerk and Recorder at Closing in a form and substance acceptable to Landlord and Tenant.

Article 5: Prorations

5.1 Prorations. Prorations related to taxes and assessments, income and expenses, utilities and other typical prorations in the City and County of Denver shall be addressed in the Ground Lease.

Article 6: Representations and Warranties

6.1 Tenant's Representations and Warranties. As a material inducement to Landlord to execute this Agreement and consummate this transaction, Tenant represents and warrants to Landlord as of the Effective Date, during this Agreement and as of the Closing Date that ("Tenant's Warranties"):

(a) Organization and Authority. Tenant has been duly organized and is validly existing as Globeville Redevelopment Partners LLC, a Colorado limited liability company. Tenant has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Tenant at Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Tenant, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Tenant is a party or to Tenant's knowledge binding on Tenant which is in conflict with this Agreement. There is no action or proceeding pending or, to Tenant's knowledge, threatened against Tenant which challenges or impairs Tenant's ability to execute or perform its obligations under this Agreement.

(c) Indemnity. Tenant shall reimburse and indemnify the Landlord from and against any and all claims, costs, losses and liabilities (including reasonable attorneys' fees) associated with the breach and failure to cure, as provided below, by such party of a representation or warranty made by Tenant in this Article 6.

6.2 Release. **TENANT ACKNOWLEDGES AND AGREES THAT, TENANT IS ACQUIRING ITS LEASEHOLD INTEREST IN THE PROPERTY IN ITS "AS IS" "WHERE IS," CONDITION, "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED AND, EXCEPT AS OTHERWISE PROVIDED HEREIN, TENANT IS NOT RELYING ON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE BY OR ENFORCEABLE DIRECTLY AGAINST LANDLORD, INCLUDING, WITHOUT LIMITATION, ANY RELATING TO THE VALUE OF THE PROPERTY, HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN AS SET FORTH IN THE GROUND LEASE), BUILDING CODE REQUIREMENTS, THE PHYSICAL CONDITIONS OF THE PROPERTY, THE SUFFICIENCY OF ANY DRAINAGE, WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN ANY FLOOD PLAIN OR FLOOD HAZARD BOUNDARY OR SIMILAR AREA, THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND STORAGE TANKS, ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND, THE SUITABILITY OF THE PROPERTY FOR ANY INTENDED USE, THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, OR THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, OR ANY OTHER MATTER OR THING WHATSOEVER REGARDING THE PROPERTY OR ANY OTHER ATTRIBUTE OR MATTER OF OR RELATING TO THE PROPERTY. TENANT REPRESENTS THAT AND AS OF THE CLOSING DATE, IT HAS BEEN PROVIDED WITH AN OPPORTUNITY TO REVIEW AND CONDUCT SUCH INDEPENDENT ANALYSES, STUDIES, REPORTS, INVESTIGATIONS AND INSPECTIONS AS IT DEEMS APPROPRIATE IN CONNECTION WITH THE PROPERTY.**

Article 7: Default and Damages

7.1 Default by Tenant. If Tenant defaults on its obligation to close hereunder, or Tenant otherwise defaults in the performance of any other material obligation of Tenant under this Agreement and fails to cure such other default within 5 business days following written notice thereof, then so long as Landlord is not in default hereunder, Landlord shall have the right to terminate this Agreement. If this Agreement terminates under this section 7.1, then Landlord shall request the Title Company to provide it with the Earnest Money Deposit within 10 business days of its written request.

This Article 7 does not limit or otherwise affect the indemnity obligations of the Tenant set forth in Article 6 above or Article 8 below.

Article 8: Miscellaneous

8.1 Assignment. Tenant shall be permitted to assign this Agreement, the Earnest Money Deposit, and the rights of "Tenant" in connection therewith at any time prior to, or on, the Closing Date, provided that such assignee also assumes all of Tenant's obligations under this Agreement, and provides notice to Landlord in writing, to (a) an entity owned and controlled by Tenant for purposes of admitting an investment limited partner (or investment member) as part of the equity generated from low income housing tax credits under Section 42 of the Internal Revenue Code, or (b) a Tenant Affiliate. "Tenant's Affiliate" means (i) any entity that directly or indirectly controls, is controlled by or is under common control with Tenant or one or more of its principals, (ii) any entity at least a majority of whose economic interest is owned by Tenant or by one or more of its principals, or (iii) any tax credit partnership entity in which Tenant is a partner and/or manager. 4995 Washington LLP is a Tenant's Affiliate under this agreement. The term "control" means the power to direct the

management of such entity through voting rights, ownership or contractual obligations. Except for the assignments permitted above, neither Party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the Parties.

In the event of a permitted assignment by Tenant hereunder, prior to Closing such new "Tenant" shall provide reasonable evidence to Landlord of its acceptable construction financing allowing it to complete construction the Project.

8.2 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 Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

8.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

8.4 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.

8.5 No Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary or otherwise.

8.6 Notices and Deliveries. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1 above. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such email notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; *provided, however,* that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Tenant shall be deemed given by Tenant, notices given by counsel to the Landlord shall be deemed given by Landlord, and notices given to a party's counsel shall be deemed given to the party.

8.7 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction – to the effect that any ambiguities

are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

8.8 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in Denver, Colorado, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday, or legal holiday.

8.9 Counterparts; Electronic Signatures and Electronic Records. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. Tenant consents to the use of electronic signatures by the Landlord. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Landlord in the manner specified by the Landlord. 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.

8.10 Care and Surrender of the Property: At the termination of this Agreement, including exercised option terms, if any, Tenant shall surrender the Property to the Landlord and deliver the Property to the Landlord in substantially the same condition as existed on the date hereof, reasonable wear and tear excepted. Tenant shall not remove any personal property from the Property without the prior, express written permission of the Director.

8.11 Indemnity. Tenant shall defend, indemnify, and save harmless Landlord, 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 Landlord may sustain or on account of injuries to the person or property of Landlord, its agents or employees or to injuries or death of any other person rightfully on the Property for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of Tenant, Tenant's agents, employees, assignees, or of any other person entering upon the Property under express or implied invitation of the Tenant or where such injuries are the result of the violation of the provisions of this Agreement by any of such persons. This indemnity shall survive the expiration or earlier termination of this Agreement. Tenant need not, however, indemnify or save harmless Landlord, its officers, agents and employees from damages resulting from the sole negligence of Landlord's officers, agents and employees. This indemnity clause shall also cover Landlord's defense costs, in the event that Landlord, 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 Tenant under this Agreement. Subject to compliance with the provisions of Section 8.15 below, Tenant shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

8.12 Loss or Damage. Landlord shall not be liable or responsible to Tenant for any loss or damage

to any property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than Landlord. Likewise, Tenant shall not be liable or responsible to Landlord for any loss or damage to the Property occasioned by theft, vandalism, fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity. In the event of a fire or other casualty in or to the Property, Tenant shall immediately give notice thereof to Landlord. In case of partial destruction of the Property by fire, or other casualty, Landlord at its discretion may repair the Property with reasonable dispatch after notice of said partial destruction. If the Property is made untenable by fire, the elements, or other casualty, then this Agreement shall terminate and the Earnest Money Deposit shall be returned to the Tenant.

8.13 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Property by Tenant, Tenant's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Property, or if the Property becomes contaminated in any manner due to the actions or inactions of the Tenant, Tenant shall indemnify and hold harmless the Landlord 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 Diligence Period and arising as a result of those actions or inactions by Tenant. 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 Tenant causes or permits the presence of any Hazardous Substance on the Property and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance on the premises. Tenant shall first obtain Landlord'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.

8.14 No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

8.15 Tenant's Insurance:

(a) General Conditions. Tenant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to

this Agreement. Tenant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the Landlord in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Tenant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the Landlord's contract number. Tenant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Tenant. The Tenant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) Proof of Insurance. Tenant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Tenant certifies that the certificate of insurance attached as an exhibit to the Ground Lease Agreement, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Landlord requests that the City's contract number be referenced on the certificate of insurance. The Landlord's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Tenant's breach of this Agreement or of any of the Landlord's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Tenant and Subtenant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation. For all coverages required under this Agreement, Tenant's insurer shall waive subrogation rights against the Landlord.

(e) Subcontractors and Subconsultants. Tenant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Tenant and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) Workers' Compensation and Employer's Liability Insurance. Tenant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily

injuries caused by disease claims.

(g) Commercial General Liability. Tenant shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

(h) Automobile Liability. Tenant shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

8.16 No Sale or Advertising of Tobacco Products. The Tenant, 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 Landlord 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 Landlord facilities.

8.17 Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Seller's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Seller shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Owner to make disclosures in violation of state or federal privacy laws. Owner shall at all times comply with D.R.M.C. 20-276.

8.18 Amendment. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement; however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Agreement. 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.

8.19 Severability. If any portion of this Agreement is determined by a court to be unenforceable for any reason, the remainder of the Agreement remains in full force and effect.

8.20 Binding Effect. This Agreement 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. If a Ground Lease is executed, the terms of this Agreement shall be superseded by the terms of the Ground Lease.

8.21 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.

8.22 When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any party of 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 Agreement shall be deemed or taken to be a waiver of any other default or breach.

8.23 No Personal Liability. No elected official, director, officer, agent or employee of the Landlord, nor any director, officer, employee or personal representative of Tenant 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 Agreement.

8.24 Conflict of Interest by City Officer. Tenant represents that to the best of its information and belief, no officer or employee of the Landlord is either directly or indirectly a party or in any manner interested in this Agreement, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

8.25 Appropriation. All obligations of the Landlord 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.

8.26 Authority to Execute. Tenant represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Tenant.

8.27 Right to Alter Time for Performance. The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director, Division of Real Estate of Landlord and an authorized representative of Tenant.

Signature pages to follow.

Contract Control Number: FINAN-202264574-00
Contractor Name: GLOBEVILLE REDEVELOPMENT PARTNERS LLC

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: FINAN-202264574-00
Contractor Name: GLOBEVILLE REDEVELOPMENT PARTNERS LLC

By: _____

Name: David Block
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

PROPERTY

4995 Washington Street

Legal descriptions of the Property as shown below needs to be verified by an updated ALTA survey and title review, to be conducted by GRP, prior to finalizing the Ground Lease Agreement.

PARCEL DESCRIPTION

PARCEL A

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., (BEING SHOWN ON THE PLAT OF W.H. CLARK'S SECOND SUBDIVISION), DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A COUNTY ROAD 230 FEET SOUTH AND 60 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 50 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 230.5 FEET; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 50 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 230.5 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO

CONTAINING 11,524 SQUARE FEET OR 0.265 ACRE MORE OR LESS.

PARCEL B:

THE NORTH 125 FEET OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 25,688 SQUARE FEET OR 0.590 ACRE MORE OR LESS.

PARCEL C:

THE SOUTH 25 FEET OF THE EAST 50 FEET OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 1,250 SQUARE FEET OR 0.029 ACRE MORE OR LESS.

PARCEL D:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., (BEING SHOWN ON THE PLAT OF W.H. CLARK'S SECOND SUBDIVISION), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 1100.8 FEET; THENCE WEST AT RIGHT ANGLES 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES 25 FEET; THENCE WEST AT RIGHT ANGLES 218 FEET MORE OR LESS TO THE EAST LINE OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE 25 FEET; THENCE EAST TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 5,449 SQUARE FEET OR 0.125 ACRE MORE OR LESS.

PARCEL E:

THE EAST 50 FEET OF PLOT 10, EXCEPT THE SOUTH 25 FEET THEREOF, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO

CONTAINING 8,750 SQUARE FEET OR 0.201 ACRE MORE OR LESS.

PARCEL F:

PLOT 1, W.H. CLARK'S SECOND SUBDIVISION, EXCEPT THAT PART OF SAID PLOT 1, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1100.8 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 25 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 218 FEET, MORE OR LESS, TO THE EAST LINE OF PLOT 10, W.H. CLARK'S SECOND SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 25 FEET; THENCE EAST TO A POINT THAT IS 60 FEET WEST OF THE EAST LINE OF SAID SECTION 15, SAID POINT BEING THE TRUE POINT OF BEGINNING,

AND EXCEPT THAT PART OF SAID PLOT 1, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., AS CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE 563, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 37,389 SQUARE FEET OR 0.859 ACRE MORE OR LESS.

PARCEL G:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 280 FEET SOUTH AND 60 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 50 FEET; THENCE AT RIGHT ANGLES WEST 230 1/2 FEET; THENCE AT RIGHT ANGLES NORTH 50 FEET; THENCE AT RIGHT ANGLES EAST 230 1/2 FEET TO THE POINT OF BEGINNING, BEING A PART OF PLOT 2, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 11,524 SQUARE FEET OR 0.265 ACRE MORE OR LESS.

PARCEL H:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 5,137 SQUARE FEET OR 0.118 ACRE MORE OR LESS.

PARCEL I:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF PLOT 9, W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 10,275 SQUARE FEET OR 0.236 ACRE MORE OR LESS.

NOTE: SAID PARCELS A THROUGH I ARE ALSO DESCRIBED AS FOLLOWS:

PLOT 1, EXCEPT THAT PART OF SAID PLOT 1 AS CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 19, 1971 IN BOOK 273 AT PAGE 563; THE NORTH 1/2 OF PLOT 2, ALL OF PLOT 9, AND THE EAST 50 FEET OF PLOT 10, ALL IN W.H. CLARK'S SECOND SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 116,993 SQUARE FEET OR 2.686 ACRES MORE OR LESS.

Exhibit B
Ground Lease Essential Terms

4995 Washington Street

1. The term of the Ground Lease shall be for a term of 99 years.

2. The annual consideration for each year of the Ground Lease shall be ten dollars ($10.00). Tenant shall have the right to accelerate Ground Lease payments. Payments shall be sent to the Director of Real Estate.

3. Tenant's construction financing, any terms for tax credits and permanent financing shall be subordinated to the Ground Lease. Landlord shall not be obligated to subordinate its rights in the Property to any loan, financing, or money encumbrance that Tenant shall place against Tenant's leasehold estate or the Project.

4. This Ground Lease is subject to possessory Interest taxes on the land as well as taxes on vertical improvements and shall be paid by the Tenant.

5. This Ground Lease shall be governed and controlled by all limitations and provisions that are imposed on the City's Department of Housing Stability ("HOST") by the Charter or ordinances of the City. Specifically, and pursuant to the Ground Lease, such work shall be performed in compliance with the provisions:
   - Competitive procurement (set forth in the Denver City Charter at 2.3.3(A)(i) and Section 20-56, DRMC)
   - Public Art (set forth in Sections 20-85 through 28-90, DRMC)
   - Mandatory Affordable Housing ordinance https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Community-Planning-and-Development/Denver-Zoning-Code/Text-Amendments/Affordable-Housing-Project
   - DSBO requirements https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Economic-Development-Opportunity/Do-Business-with-the-City/Frequently-Asked-Questions/About-DSBO
   - WorkForce Development (currently in a pilot program and is not an official social ordinance at this time, but could be applicable in the future)

6. City Minimum Wage. The Ground Lease shall contain the following provision "**PAYMENT OF CITY MINIMUM WAGE**: Tenant shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Ground Lease, Tenant expressly acknowledges that Tenant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Tenant, or any other individual or entity acting subject to this Ground Lease, to strictly comply with the

foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein.

7. Covenants. Upon entering the Ground Lease, Tenant will acknowledge, and Landlord will grant, the restrictive covenants (as contained in the land use restriction agreement) on the Property and the Project that is binding on the Landlord. The Ground Lease will contain an acknowledgement of the three (3) year period after termination of the land use restriction agreement by foreclosure or deed in lieu thereof during which residential tenants may not be evicted without cause and their gross rent cannot be raised.

8. City Funding. GRP must submit an application to the HOST for funding at or after an award of Low-Income Housing Tax Credits from the Colorado Housing and Finance Authority ("CHFA"). HOST funding will be provided to the project based on the term sheet in effect at the time of application.

9. Private Activity Bonds. GRP must submit an application to the City for Private Activity Bond ("PAB") capacity which will be evaluated by Working Group comprised of HOST and the Department of Finance. The amount awarded is dependent upon availability and alignment with PAB priorities and procedures. Only a fully-executed inducement resolution and bond ordinance can commit the City to a PAB issuance.
10. Affordability. No fewer than thirty-five percent (35%) of the units in the project must be affordable for households at or below thirty percent (30%) of the area median income ("AMI") as published by CHFA. Developer cannot condition 30% AMI units on the receipt of rental assistance. The remaining units will comply with CHFA affordability requirements, to be negotiated and finalized prior to the execution of the Ground Lease.

11. Unit Sizes. No fewer than fifty percent (50%) of units in the project must include three (3) or more bedrooms. The remaining units may include a range of unit sizes, however, no more than ten percent (10%) of units may be studio apartments unless a broader need is indicated by a market study completed within the six (6) months of the HOST application. Any reduction in the percentage of 3 or more bedroom units must be approved by HOST.

12. Density. The project must include a minimum of one hundred and seventy (170) housing units. GRP must verify the zoning requirements under the Expanding Housing Affordability policy to maximize the density at the site. Any reduction in density must be approved by HOST.

13. Community Service Space. The project must include at least two community-serving spaces. One space must be available for use of the Denver Public Library ("DPL") or, in the event that DPL decides on another location or to not proceed at this Property, GRP must have a strategic plan for an alternative community-serving use. Both community-serving spaces must have community support.

14. Sustainability Requirement. The project must include sustainability features that allow residents to live more comfortably and cost-effectively. Upon the application to HOST, GRP must identify the sustainability program that will be utilized and the timeline for certification. The project must include sustainability within this project by achieving certification under one of the following

standards:

a. Denver Green Code (any of the four compliance paths: DGC as written; LEED v 4.1 Platinum; Zero Net Energy + Fully Electric; or Passive House Certification + All DGC Non-Energy Chapters).
    - Link to Denver Green Code: https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Community-Planning-and-Development/Building-Codes-Policies-and-Guides
b. Living Building Challenge (any of the following International Living Future Institute ("ILFI") pathways: Living Building Challenge, Petal Certification, Core Green Building Certification, Zero Energy Certification, or Zero Carbon Certification)
c. Green Globes Four Globes
d. LEED for Homes Platinum National Green Building Standard Emerald
e. Alternative recognized third-party certification of substantiated similar stringency with approval by the Building Official.

Exhibit C
License Agreement
4995 Washington Street

See next pages.

Exhibit C
License Agreement
4995 Washington Street

License Agreement

THIS LICENSE AGREEMENT ("Agreement" or "License"), made and entered into as of Effective Date (defined below), by and between the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City"), and _____, a _____, whose address is _____ ("Licensee").

W I T N E S S E T H:

WHEREAS, the City owns certain real property in the City and County of Denver located at 4995 Washington Street, Denver, Colorado 80216 (the "Property"), and has determined that it wishes to provide Licensee access to the Property such that Licensee may conduct certain initial due diligence activities in connection with a Ground Lease of the Property by Licensee from the City.

NOW THEREFORE:

Licensee wishes to access the Property to access the Property for the purpose of conducting due diligence on the Property within the 30-day term of this Agreement; the following provisions apply:

1. This License shall commence upon the Effective Date (hereinafter defined) and shall terminate thirty (30) calendar days thereafter. The effective date of this Agreement shall be the date the City delivers a fully executed copy of this Agreement to Licensee ("Effective Date").

2. The City, through the Director, Division of Real Estate ("Real Estate"), shall have the exclusive right to control, monitor and establish procedures applicable to Licensee's access to the Property. City shall have the right to immediately and without cause revoke or modify this License at any time.

3. Licensee shall coordinate access and all work to be performed hereunder with Jillynn Lubenow of Real Estate and she shall be notified at least 48 hours prior to the planned entry to the Property for performance of any activities allowed hereunder, except in the case of emergency. Jillynn Lubenow shall be notified by e-mail at jillynn.lubenow@denvergov.org and by telephone at 720-913-1503. The City will provide necessary instructions regarding access logistics within a reasonable time after Licensee gives such notice.

4. Licensee shall perform work described in the attached Exhibit B and Licensee shall not damage, destroy or harm the Property or any improvements thereon beyond those damages

described in Exhibit B. Licensee agrees to be solely responsible for any such damage to, or injury resulting from the activities conducted by Licensee.

5. Licensee shall provide and obtain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity with jurisdiction over the Property prior to commencing activities on the Property. Any required manifest, license or permit shall be issued in Licensee's name, or that of its consultant. Any activity conducted by Licensee, its agents or contractors pursuant to the terms of this License shall be deemed to be taken only on Licensee's behalf and not as agent for any other party.

6. All tools, equipment and materials shall be removed from the Property promptly upon completion of work or expiration or termination of this Agreement, whichever occurs first. All holes and other excavations shall be properly refilled, compacted and resurfaced equivalent to pre-removal condition, and all other impact to the Property under this Agreement shall be reasonably rectified prior to termination, unless otherwise agreed prior thereto by the parties in writing.

7. Licensee agrees to assume all liability for, and legal title to, all waste materials generated by Licensee in the course of Licensee's work on the Property under this Agreement. Licensee shall use best efforts to minimize the volume of wastes generated during its work on the Property, and shall properly handle, containerize, manage and dispose of all such wastes. Licensee shall not take any action with respect to such wastes that may cause any alteration in the chemical, physical or biologic nature or characteristics of the wastes while the wastes are on the Property. Licensee shall remove all wastes generated as a result of its inspections from the Property on or before the expiration date of this Agreement or any subsequent extension or renewal thereof.

8. Licensee agrees to secure or require each contractor to secure and to keep in full force and effect while performing any activities on the Property appropriate insurance to be approved by the City's Risk Management Administrator prior to performing any activities on the Property.

9. Licensee agrees to secure or require each of its contractors to secure prior to performing any activities on the Property and to keep in full force and effect while performing any activities on the Property during the term of the Agreement and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any

reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Licensee. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(i) Proof of Insurance: Licensee shall provide a copy of this Agreement to its insurance agent or broker. Licensee may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Licensee certifies that the certificate of insurance attached as Exhibit A, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Licensee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(ii) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Licensee and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(iii) Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability - if required, Licensee's insurer shall waive subrogation rights against the City.

(iv) Contractors and Consultants: All contractors and consultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such contractors and consultants maintain the required coverages. Licensee agrees to provide proof of insurance for all such contractors and consultants upon request by the City.

(v) Workers' Compensation/Employer's Liability Insurance: Licensee shall maintain the coverage as required by statute for each work location and shall maintain

Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Licensee's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Licensee executes this Agreement.

(vi) **Commercial General Liability:** Licensee shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

(vii) **Business Automobile Liability:** Licensee shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(viii) **Additional Provisions:**

(a) For Commercial General Liability, the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;
(ii) Defense costs are outside the limits of liability;
(iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. Licensee hereby agrees to release and indemnify and save harmless the City, its officers, agents and employees from and against any and all loss of damage to property of third parties, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by any third parties, in any way resulting from, or arising

directly out of Licensee's and/or its contractors operations in connection herewith, and including acts and omissions of officers, employees, representative, suppliers, contractors, subcontractors and agents of the Licensee; provided, that Licensee need not release, 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. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations or Licensee hereunder.

11. Licensee agrees to promptly pay when due all invoices, debts and obligations incurred by it in connection with its activities on the Property hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Property or improvements thereon, as a result of its activities on the Property hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Licensee have executed, through their respective lawfully empowered representatives, this License Agreement as of the day and year first written above.

"Licensee"

_____

By: _____
Title: _____
Name: _____

Exhibit A
Certificate of Insurance