

**PARTIAL ASSIGNMENT, ASSUMPTION,
AND MODIFICATION OF LEASE AGREEMENT**

This Partial Assignment, Assumption, and Modification of Lease Agreement (this “**Agreement**”) dated as of September [___], 2022 (the “**Effective Date**”) is made by and between CORDES & COMPANY LLC, a Colorado limited liability company, not acting in its own capacity but acting solely in its capacity as receiver for TRI-COUNTY HEALTH DEPARTMENT in the Receivership Action pursuant to the Agreed Order (as those terms are defined below) (“**Receiver**”), TRI-COUNTY HEALTH DEPARTMENT, a Colorado district public health agency (“**Assignor**”), The ARAPAHOE COUNTY, COLORADO BOARD OF HEALTH ON BEHALF OF THE ARAPAHOE COUNTY, COLORADO PUBLIC HEALTH DEPARTMENT (“**Assignee**”), and BOYD GREENWOOD VILLAGE, LLC, a Delaware limited liability company (“**Landlord**”) (collectively referred to herein as the “**Parties**”).

RECITALS

A. Assignor through the Receiver and Landlord (as successor-in-interest to 6162 S. WILLOW DRIVE -ENGLEWOOD LLC, a Delaware limited liability company), are the current parties to that certain Lease Agreement dated March 26, 2010 (as amended from time to time, the “**Lease**”).

B. Pursuant to the Lease, Assignor, as “**Tenant**,” leases certain premises consisting of approximately 51,688 rentable square feet of office space (the “**Office Space**”) and 4,515 rentable square feet of basement storage space (the “**Storage Space**”, and together with the Office Space, collectively, the “**Premises**”) located within the building known as Atrium III situated at 6162 South Willow Drive, Greenwood Village, Colorado 80111 (the “**Building**”), for a Term scheduled to expire on August 31, 2025 (the “**Lease Term**”).

C. On August 29, 2022, the District Court of Arapahoe County, State of Colorado (“**Court**”) in Case No. 2022CV31492 (the “**Receivership Action**”) entered an Agreed Order Appointing Receiver (the “**Agreed Order**”), appointing the Receiver as receiver to, among other things, (1) take possession of all real and personal property owned, leased, or otherwise in the possession of Assignor, and (2) cooperate with the parties to the Receivership Action in its assumption of one or more office leases, including the Lease.

D. Through this Agreement the Parties desire to effectuate an assignment of a portion of the Premises from Assignor through the Receiver to Assignee (the “**Partial Assignment**”), with respect to 22,733 rentable square feet of the Office Space as depicted on Exhibit A attached hereto (the “**Assigned Office Premises**”), and the Storage Space as depicted on Exhibit B attached hereto (the Storage Space and the Assigned Office Premises are, collectively the “**Assigned Premises**”). In making this Agreement, the Receiver is acting solely pursuant to the authority conferred by the Court upon the Receiver under the Agreed Order.

E. Subject to the terms and conditions set forth in this Agreement, Landlord hereby consents to and accepts the Partial Assignment effective as of January 1, 2023 (the “**Partial Assignment Date**”).

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the provisions set forth below, the parties to this Agreement hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are true and correct and are incorporated as if fully set forth herein. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Lease.

2. **Partial Assignment and Assumption.** As of Partial Assignment Date:

(a) Assignor hereby grants, conveys, assigns, releases, and transfers to Assignee, all of Assignor's right, title, and interest as Tenant in, to, and, under the Lease with respect to the Assigned Premises, to have and to hold the same unto Assignee and Assignee's legal representatives, heirs, or successors and assigns forever; and

(b) Assignee hereby accepts and assumes all of the rights, obligations, and duties of the Tenant under the Lease with respect to the Assigned Premises only for the remaining Lease Term and any renewal or extension thereof, and accepts possession of the Assigned Premises from Assignor.

(c) All references to "Tenant" in the Lease shall, as it pertains to the Assigned Premises and the rights and obligations assigned by this Agreement, thereafter refer to Assignee.

(d) With respect to Assignee only, all references to "Premises" in the Lease shall, as it pertains to the rights and obligations assigned by this Agreement, thereafter refer to the Assigned Premises only.

(e) All indemnification obligations in the Lease that pertain to Assignee shall be "to the extent allowed by law."

(f) Basic Rent for the Assigned Office Premises shall be paid, on a monthly basis, as follows:

<u>Time Period</u>	<u>Basic Rent \$PSF</u>	<u>Monthly Installments</u>
1/1/2023 – 2/28/2023	\$23.25	\$44,045.19
3/1/2023 – 2/28/2024	\$23.75	\$44,992.40
3/1/2024 – 2/28/2025	\$24.25	\$45,939.60
3/1/2025 – 8/1/2025	\$24.75	\$46,886.81

(g) Basic Rent for the Storage Space shall be paid, on a monthly basis, at the rate of **\$4,138.75** per month.

As of the Partial Assignment Date, Assignee, as tenant, shall also pay and be liable for its Proportionate Share of Taxes and Operating Expenses and any other Additional Rent or other

charges coming due under the Lease during the Lease Term and any renewal or extension thereof with respect only to the Assigned Premises. All amounts shall be paid in the time and manner prescribed by the Lease. As of the Partial Assignment Date, Assignee's Proportionate Share shall be 17.38%, calculated as set forth in the Basic Lease Information Section of the Lease.

3. Covenants.

(a) Assignor shall continue to use and occupy the Premises through December 31, 2022, in order to continue providing public health agency services. However, the Receiver, Assignor and Assignee shall coordinate any Assignee access to the Premises prior to December 31, 2022, that Assignee may need to begin preparations for moving into the Assigned Premises. Notwithstanding anything in the Lease or this Agreement to the contrary, commencing as of the Effective Date of this Agreement and continuing until December 31, 2022 (the "**Co-Tenancy Period**"), Assignor shall have the right, without the prior written consent or approval of Landlord, to permit the use or occupancy of the Assigned Premises by the Assignee and its employees; provided, however, that, the Assignee's use of the Assigned Premises shall be subject to all of the terms and conditions of the Lease, except that the Assignee shall have no obligation to pay Landlord any rent during such Co-Tenancy Period. Assignor through the Receiver shall keep, observe, perform, and discharge each and every one of the obligations and duties of the tenant under the Lease through December 31, 2022, unless otherwise modified or amended by this Agreement.

(b) On the Partial Assignment Date, Assignor covenants to deliver exclusive possession and use of the Assigned Premises to Assignee, including, without limitation, all of Assignor's right, title, and interest (subject, however, to those rights of Landlord established in the Lease, if any) in and to all leasehold improvements, fixtures, and furnishings in or appurtenant to Assigned Premises (collectively, the "**Leasehold Improvements**"); and

(c) On and after the Partial Assignment Date, Assignee agrees to keep and be solely responsible for the maintenance, repair, replacement, and/or removal of any unattached trade fixtures, furnishings, equipment and other tangible personal property (the "**FF&E**") located within the Assigned Premises assumed by Assignee. Assignee acknowledges and agrees that certain items of Assignor's FF&E may remain in the Assigned Premises and Assignee assumes responsibility therefor unless removed by Assignor.

(d) Assignee, as of the Partial Assignment Date, covenants for the benefit of Assignor throughout the Lease Term and any extension or renewal thereof, to keep, observe, perform, and discharge each and every one of the obligations and duties of the tenant under the Lease, including, without limitation, the payment of Basic Rent, Operating Costs, Taxes, Additional Rent, and all other sums due under the Lease with respect to the Assigned Premises. In particular, Assignee covenants:

(i) that there shall be no further assignment of the Lease, nor any subletting of all or any portion of the Premises demised under the Lease without the prior written consent of Landlord; and

(ii) to obtain and keep in force all insurance policies required to be maintained by Tenant pursuant to Section 11 of the Lease, or otherwise, and to

provide to Landlord the certificates of insurance satisfying the requirements of the Lease.

(e) Receiver, Assignor and Assignee hereby covenant that they shall, at any time and from time to time, make, execute, acknowledge, and deliver to the other party, its successors and assigns, such further acts, conveyances, assignments, notices, transfers, or assurances as may be reasonably necessary in order to effectuate and confirm the partial assignment and assumption set forth in Section 2 above, or for facilitating the performance of the terms of this Agreement, or for recording this Agreement.

(f) Assignee hereby accepts this partial assignment and assumption of the Lease as of the Partial Assignment Date, including all rights and obligations pertaining to the Assigned Premises under the Lease, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the Lease and all of the obligations and liabilities, fixed and contingent, of Assignor thereunder, with respect to the Assigned Premises only, which arise from and after the Partial Assignment Date. However, Assignor shall not be released from any outstanding claim or liability to any Party or third party caused by its tenancy in the Assigned Premises prior to the Partial Assignment Date, for example, but not limited to, injury suffered by a visitor to the Premises prior to the Partial Assignment Date. Nothing in this Agreement shall be interpreted as an assumption by Assignee of any debt, liability, or obligation of Assignor with respect to the Assigned Premises or the Lease which arises prior to the Partial Assignment Date.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee and Landlord the following information with respect to the Lease and agrees that Assignee may rely upon the same:

(a) With respect to the Assigned Premises, the Lease is in full force and effect and has not been modified or amended, except pursuant to written amendments or modifications as set forth herein; and

(b) Assignor has not entered into any sublease, assignment, or any other agreement transferring any of its interest in the Lease or the premises subject to the Lease prior to the date of this Agreement.

5. Receiver Disclaimers. The Parties acknowledge, understand and agree as follows:

(a) No Representations by Receiver. The Receiver is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Premises, or the truth, accuracy or completeness of any materials, data or information delivered by Assignor to Assignee and/or Landlord in connection with the assignment and assumption of the Lease contemplated hereby. Assignee acknowledges and agrees that, upon the due execution of this Agreement, Assignee shall accept the Premises without recourse to Receiver and the receivership estate and without any representation or warranty whatsoever by Receiver as to its condition, fitness for any particular purpose, title, merchantability or any other warranty, express or implied. With respect to Receiver, Assignee specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning

the property, including, but not limited to, with respect to title, merchantability or fitness for any particular purpose, or non-infringement.

(b) Receiver Parties Not Liable. Except to the extent of Receiver's willful misconduct or gross negligence, (1) Neither the Receiver nor any person or entity acting by, through or under the Receiver, including, without limitation, its affiliates, companies, agents, employees, representatives, attorneys and assigns (collectively, the "**Receiver Parties**") shall be personally obligated or liable for any agreements, covenants, representations or warranties made in this Agreement, or in any agreement executed in connection with this transaction; it being understood all such obligations and responsibilities shall be that of Assignor alone; and (2) the Parties agree to not institute any action or proceeding in any forum whatsoever against any or all of the Receiver Parties for any claim, action and/or inaction relating to this Agreement or the Receiver's involvement with this transaction, other than as may be necessary for (i) the Assignee to obtain possession of the Assigned Premises, or (ii) the Receiver to be included as a nominal party in its capacity as a representative of Assignor, and then only after Assignee and/or Landlord first obtain an express order in the Receivership Action authorizing the Receiver to be so named. Notwithstanding the foregoing right to name the Receiver as a nominal party, Assignor, Assignee and/or Landlord expressly hereby waive all rights to recover money damages from Receiver and any and all other Receiver Parties.

6. Security Deposit. The Security Deposit previously tendered by Assignor to Landlord under the Lease shall remain in place under the terms of the Lease and shall not be impacted by this Agreement. Assignee expressly agrees and waives any rights to the Security Deposit under this Agreement. Receiver and Landlord may resolve any and all issues concerning the Security Deposit and any portion of the Premises that are not the Assigned Premises under a different agreement in writing; otherwise, the Security Deposit and portion of the Premises not assigned hereunder shall be governed by the Lease as between Assignor and Landlord.

7. Remaining Premises Cancellation Right. Following the Partial Assignment Date, the Cancellation Right set forth in Section 26(f) of the Lease shall continue to remain in effect and may be exercised by Assignee only with respect to the Assigned Premises, subject to a proportionate reduction in the Cancellation Fee based on the size of the Assigned Premises, if such remaining Cancellation Right is exercised. Upon the execution of this Agreement, Assignor shall no longer have a Cancellation Right with respect to the Assigned Premises.

8. Assignor's Indemnification of Assignee. To the extent allowed by law, Assignor shall defend, protect, indemnify, and hold Assignee harmless from and against any and all liabilities, obligations, claims, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to the failure of Assignor to have fully performed all of its obligations as Tenant under the Lease prior to the Partial Assignment Date, including, without limitation, all charges which may have become due pursuant to the provisions of the Lease, as rental or otherwise, prior to the Partial Assignment Date.

9. Assignee's Indemnification of Assignor and Receiver. To the extent allowed by law, Assignee shall defend, protect, indemnify, and hold Assignor and Receiver harmless from and against any and all liabilities, obligations, claims, losses, costs, damages, or expenses (including court costs and reasonable attorneys' fees) arising from or relating to the failure of Assignee to fully perform all of its obligations as Tenant under the Lease from and after to the Partial Assignment Date, including, without limitation, and all charges which may have become due pursuant to the provisions of the Lease, as rental or otherwise, and all costs and expenses

resulting from Assignee's failure to timely surrender the Assigned Premises in the condition required by the Lease upon the expiration or earlier termination of the Lease Term, from and after the Partial Assignment Date.

10. Notices. From and after the Effective Date, notices to the Receiver, Assignor and Assignee under this Agreement shall be addressed, respectively, to:

Receiver:

CORDES & COMPANY LLC

Attn: Bellann Raile
5299 DTC Blvd., Suite 600
Greenwood Village, CO 80111
Email: bellann@cordesco.com

Assignor:

TRI-COUNTY HEALTH DEPARTMENT

Attn: Dr. John M. Douglas, Jr., Executive Director
6162 S. Willow Drive, Suite 100
Greenwood Village, CO 80111
Email: jmdouglas@tchd.org

Assignee:

ARAPAHOE COUNTY

Arapahoe County Attorney
5334 S. Prince St.
Littleton, Colorado 80120
Email: Attorney@Arapahoegov.com

From and after the Effective Date, notices from Assignee to Landlord shall be given in accordance with the Lease at the following address:

c/o Boyd Watterson Asset Management
1200 17th Street, Suite 600
Denver, Colorado 80202
Attn: Asset Management

c/o Boyd Watterson Asset Management
1301 E. 9th Street, Suite 2900
Cleveland, Ohio 44114
Attn: General Counsel

11. Landlord Consent.

(a) Subject to the provisions of this Section, Landlord hereby consents to: (a) Receiver's and Assignor's assignment of their rights and obligations under the Lease with respect to the Assigned Premises to Assignee; and (b) Assignee's assumption of

Assignor's rights and obligations under the Lease, with respect to the Assigned Premises, both pursuant to and in accordance with this Agreement.

(b) Notwithstanding any provision contained in the Lease or this Agreement to the contrary, Landlord's consent shall not be construed in any manner to modify, waive or affect any of the provisions of the Lease, or to waive any breach or default by Assignor under the Lease occurring during or in connection with the Lease Term through the Partial Assignment Date.

(c) Landlord's consent shall not be construed as a consent by Landlord to, or as permitting, any other or further assignment or subletting by Receiver, Assignor or Assignee.

12. Non-appropriation. As required by C.R.S. § 29-1-110, as amended, the financial obligations of Assignee as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on the first day of the ensuing fiscal year for which funds are not appropriated. Assignee shall use its best efforts to give the Landlord at least three (3) months prior written notice of such non-appropriation. If an event of non-appropriation occurs, Assignee shall only be obligated to make payments to Landlord for those amounts that had previously been appropriated and budgeted and not for any ensuing budget years

13. Miscellaneous.

(a) Notwithstanding anything to the contrary in the Lease, any extension or renewal option set forth in the Lease is hereby void and may not be exercised by Assignee, as tenant.

(b) This Agreement shall not be valid and Assignee shall not take possession of the Premises until an executed counterpart of this Agreement has been delivered to Landlord and until this Agreement has been fully-executed by all Parties.

(c) As of the Partial Assignment Date, Receiver and Assignor agree that Landlord and Assignee may change, modify or amend the Lease in any way, including the rental to be paid thereunder, and that further assignments may be made, without notice to or consent of Assignor and Receiver.

(d) Each of the Parties represents and warrants to the others that it has full power and authority to execute and fully perform its obligations under this Agreement (and Assignee further represents and warrants that it has full power and authority to fully perform its obligations under the Lease) pursuant to its governing instruments or the Agreed Order as applicable, without the need for any further action, and that the person(s) executing this Agreement on behalf of such party are duly designated agents and are authorized to do so.

(e) This Agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which, taken together, shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(f) This Agreement will be binding upon and inure to the benefit of the successors and assigns of each of the Parties and their respective successors and assigns.

(g) This Agreement constitutes the entire agreement on the subject matter. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by Landlord, Assignor, and Assignee. Except as otherwise modified, or provided for herein, the Lease remains in full force and effect.

(h) In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision or section shall be deemed to have never been included herein, and the balance of this Agreement shall continue in full force and effect in accordance with its terms.

(i) The paragraph headings appearing herein are for purposes of convenience only and are not deemed to be part of this Agreement and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

(j) This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor, Assignee, and Landlord have executed this Agreement as of the date set out above.

RECEIVER:

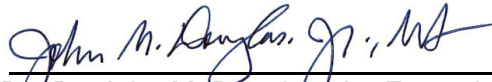
CORDES & COMPANY, LLC,
a Colorado limited liability company, not acting in its
own capacity but acting solely in its capacity as
receiver for Assignor in the Receivership Action
pursuant to the Agreed Order



By: Bellann R. Raile, member/manager of Receiver
and solely in her capacity as the primary and sole
agent of the Receiver
For the Receiver

ASSIGNOR:

TRI-COUNTY HEALTH DEPARTMENT,
a Colorado district public health agency



By: Dr. John M. Douglas, Jr., Executive Director,
with the consent of the Receiver
For Tri-County Health Department

ASSIGNEE:

The ARAPAHOE COUNTY, COLORADO BOARD
OF HEALTH ON BEHALF OF THE ARAPAHOE
COUNTY, COLORADO PUBLIC HEALTH
DEPARTMENT

By: _____

Name: _____

Title: _____

LANDLORD:

BOYD GREENWOOD VILLAGE, LLC,
a Delaware limited liability company

By: _____

Name: Della Wegman

Title: Authorized Signatory

EXHIBIT A



Exhibit B

