

FOURTH AMENDATORY LEASE AGREEMENT

THIS FOURTH AMENDATORY LEASE AGREEMENT (this “Third Amendment”) is made by and between the **CITY AND COUNTY OF DENVER** (“City” or “Lessor”), a municipal corporation and home rule city of the State of Colorado, and **COLORADO SYMPHONY ASSOCIATION**, whose address is 1245 Champa Street, 4th Floor, Denver, Colorado 80202 (“Lessee”).

WITNESSETH:

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

WHEREAS, the City entered into a Lease Agreement dated **September 25, 2013**, and amended by an Amendatory Lease Agreement dated **September 1, 2015**, a Second Amendatory Lease Agreement dated **July 3, 2017**, and a Third Amendatory Lease Agreement dated **May 9, 2018**, to lease a portion of the Property to Lessee for use as offices for the Colorado Symphony Association (the “Lease”); and

WHEREAS, the City now desires to amend the Lease as described below.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein set forth the City and the Lessee agree as follows:

1. Section 2, “**TERM**,” of the Lease Agreement is modified in its entirety to read as follows:

“2. **TERM**: The term of this Lease shall begin on **October 1, 2013**, and it shall terminate on **June 30, 2024**, unless sooner terminated pursuant to the terms of the Lease (the “Term”); provided, however, this Lease shall coterminate with the lease of the Boettcher Concert Hall, filed as THTRS-201839929-00, if such lease terminates prior to **June 30, 2024**.”

2. Section 3, “**RENT**,” of the Lease is amended by replacing it in its entirety with the following:

“3. **RENT**: Commencing July 1, 2021 and continuing through the duration of the Lease, the Lessee shall pay to the City monthly Rent of TWO THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$2,200.00). Furthermore, commencing July 1, 2021 and continuing through the duration of the Lease, the Lessee shall pay to the City past-due CAM charges equal to \$798.13 per month, for a total monthly payment of \$2,998.13. Rent shall be paid to the City as specified by the Director.”

3. Paragraph 12 of the Lease, providing for the payment of utilities and CAM Charges by the Lessee, remains in effect but shall terminate on June 30, 2021.

4. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Lease are hereby affirmed and ratified in each and every particular as though set out in full herein.

[REST OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202056814-04 / ALF FINAN-201311017-04
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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202056814-04 / ALF 201311017-04
COLORADO SYMPHONY ASSOCIATION

By: *Please see next page for signature* _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]


By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202056814-04 / ALF 201311017-04
COLORADO SYMPHONY ASSOCIATION

By:  _____

Name: Jerome H Kern
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)