

AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City” or “Lessor”), and **Denver Health and Hospital Authority**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (“DHHA” or “Lessee”).

WITNESSETH:

WHEREAS, the City and the Lessee entered into an Agreement dated **October 30, 2015**, to lease a portion of 12025 E. 45th Avenue (the “Agreement”).

WHEREAS, the City is the owner of certain property located at 12025 E. 45th Avenue, Denver, Colorado, the location of the 911 communications center; and

WHEREAS, DHHA desires to co-locate its dispatchers by leasing space in the 911 communications center; and

WHEREAS, in the original Agreement, the City leased a portion of the space in the 911 Communications Center, the Leased Premises, to Lessee for use as a dispatch center. The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibit A** in the existing Agreement shall be amended to read **Exhibits A** and **A-1**, as applicable. **Exhibit A-1** is attached and will control from and after the date of execution.

2. Effective upon execution, all references to **Exhibit B** in the existing Agreement shall be amended to read **Exhibits B** and **B-1**, as applicable. **Exhibit B-1** is attached and will control from and after the date of execution.

3. Section 1 of the Agreement, titled “**LEASED PREMISES**,” is amended by deleting and replacing it with the following:

“**3. LEASED PREMISES:** Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City a portion of the premises located at 12025 E. 45th Avenue, Denver, Colorado 80239, as more particularly described and depicted on **Exhibit A-1**, attached and

incorporated by this reference, containing building space of approximately 3,183 square feet (the "Leased Premises"). **Exhibit A-1** may be modified upon the written authorization of the City's Director of Real Estate (the "Director") to correct minor, technical errors."

4. Section 2 of the Agreement, titled "**OPTION TO EXPAND THE LEASED PREMISES.**" is amended by deleting and replacing it with the following:

"2. Reserved."

5. Section 3 of the Agreement, titled "**TERM.**" is amended by deleting and replacing it with the following:

"3. **TERM**: The term of this Lease shall begin on **June 1, 2019** and it shall terminate **May 31, 2029** (the "Term"). Notwithstanding the forgoing, Lessee may terminate the Lease with ninety (90) days written notice to the City and the City may terminate the Lease with ninety (90) days written notice to Lessee. Lessee shall have an option to renew the Lease for two additional ten-year terms. Each option shall be exercised by giving the City notice 90 days prior to the expiration of the then current term. Rent and Operating expenses during each option extension shall equal the Rent and Operating Expense amounts in effect at the end of the then-current term, increased by 3%, and increasing at 3% annually thereafter. The renewed lease shall be formalized in an amendment to this Lease Agreement properly executed by all City officials and approved by City Council, if required."

6. Section 4 of the Agreement, titled "**RENT.**" is amended by deleting and replacing it with the following:

"4. **RENT**: Rent shall be paid by Lessee monthly to the City, or to another party as otherwise specified by the City to receive Rents on its behalf. If the City specifies another party to receive Rent, Lessee will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Lessee is allowed time sufficient to deliver Rents on or before the due date. Rent payable monthly by Lessee shall be:

Monthly Rent years 1 – 7: \$13,308.12 per month

Monthly Base Rent years 8 – 10: \$1,856.75 per month

Total Contract Amount (including Operating Expenses): \$1,561,690.77

Rent in years 1 through 7 is calculated to pay for City-provided tenant improvements estimated at \$1,013,981.12 amortized over 7 years at 2.5% interest. Lessee shall have the right to pre-pay the remaining principal balance of the tenant improvement costs early in accordance with the amortization schedule attached as **Exhibit B-1**, in which case Monthly Rent will be considered paid in full through the end of year 7. Lessee shall pay the Monthly Base Rent for Years 8 -10 of the ten-year Lease Term. In addition to the foregoing, if the City Assessor assesses a Possessory Interest or other tax related to the Leased Premises, Lessee shall pay before delinquent any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, resulting from Lessee's occupation or subletting of 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. Such taxes include any Possessory Interest taxes resulting from this Lease or a sublease of the Leased Premises.

7. Section 10 of the Agreement, titled “**OPERATING EXPENSES**,” is amended by deleting and replacing it with the following:

“**10. OPERATING EXPENSES**: From 6/1/2019 through 12/31/2021, Lessee shall pay the actual cost incurred by the City for Operating Expenses, equal to a total of \$92,176.62. Operating expenses for 1/1/2022 through the end of the Term will be paid at a rate of \$10.94/square foot per year which shall increase by 3% annually. Operating Expenses shall be paid monthly in advance on the first of each month. As of this writing, rent and expenses have not been invoiced or paid. All unpaid rent and operating expenses that are due at the time of this amendment shall be paid within 30 business days of City’s delivery of this fully executed Amendatory Agreement. The City will not assess any late fees or interest if payment is received within such timeframe.

Dates	Expense Reimbursement per sf	Expense Reimbursement per month
1/1/2022 – 12/31/2022	\$10.94	\$2,903.08
1/1/2023 – 12/31/2023	\$11.27	\$2,990.17
1/1/2024 – 12/31/2024	\$11.61	\$3,079.88
1/1/2025 – 12/31/2025	\$11.96	\$3,172.27
1/1/2026 – 12/31/2026	\$12.32	\$3,267.44
1/1/2027 – 12/31/2027	\$12.69	\$3,365.47
1/1/2028 – 12/31/2028	\$13.07	\$3,466.43
1/1/2029 – 5/31/2029	\$13.46	\$3,570.42

In return for payment for Operating Expenses, the City shall furnish or cause to be furnished and maintain in good working condition, ordinary wear and tear excepted, for the Leased Premises the following services:

- A. Heating, air conditioning and ventilation;
- B. Water and sewer service sufficient for drinking, lavatory, toilet and ordinary cleaning purposes;
- C. Electricity and electrical facilities at standard outlets with sufficient power to operate the dispatch center;
- D. Telephone outlets;
- E. Customary common area maintenance and janitorial services;
- F. Removal of ice, snow and debris in the common areas and the parking lot at the Leased Premises;
- G. Operation, maintenance, and repair of the communications center, including the Leased Premises, to include mechanical, plumbing, and electrical services necessary for the proper operation of the communications center, provided that:
 - (i) If all or part of such systems or facilities are destroyed, damaged or impaired, City shall have a reasonable time in which to complete necessary repair or replacement, and during that time shall

be required only to maintain such services as are reasonably possible in the circumstances;

(ii) City may temporarily discontinue such services or any of them at such times as may be necessary due to unforeseen causes (except due to lack of funds) beyond the reasonable control of City; and

(iii) City shall use reasonable diligence in carrying out its obligations under this paragraph.

No reduction or discontinuance of such services as permitted by this Lease shall be construed as an eviction of the Lessee or release the Lessee from any obligation under this Lease as long as City evidences in writing that it is exercising reasonable diligence in carrying out its obligations hereunder.”

8. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

9. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

Exhibit List

Exhibit A-1

Exhibit B-1

End.

Signature pages and Exhibits follow this page.

Contract Control Number: FINAN-202263654-01 (Alfresco FINAN-201524311-01)
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

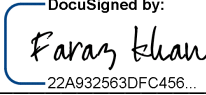
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202263654-01 (Alfresco FINAN-201524311-01)
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____
DocuSigned by:
Faraz Khan
22A932563DFC456...

Faraz Khan

Name: _____
(please print)

Title: CFO

(please print)

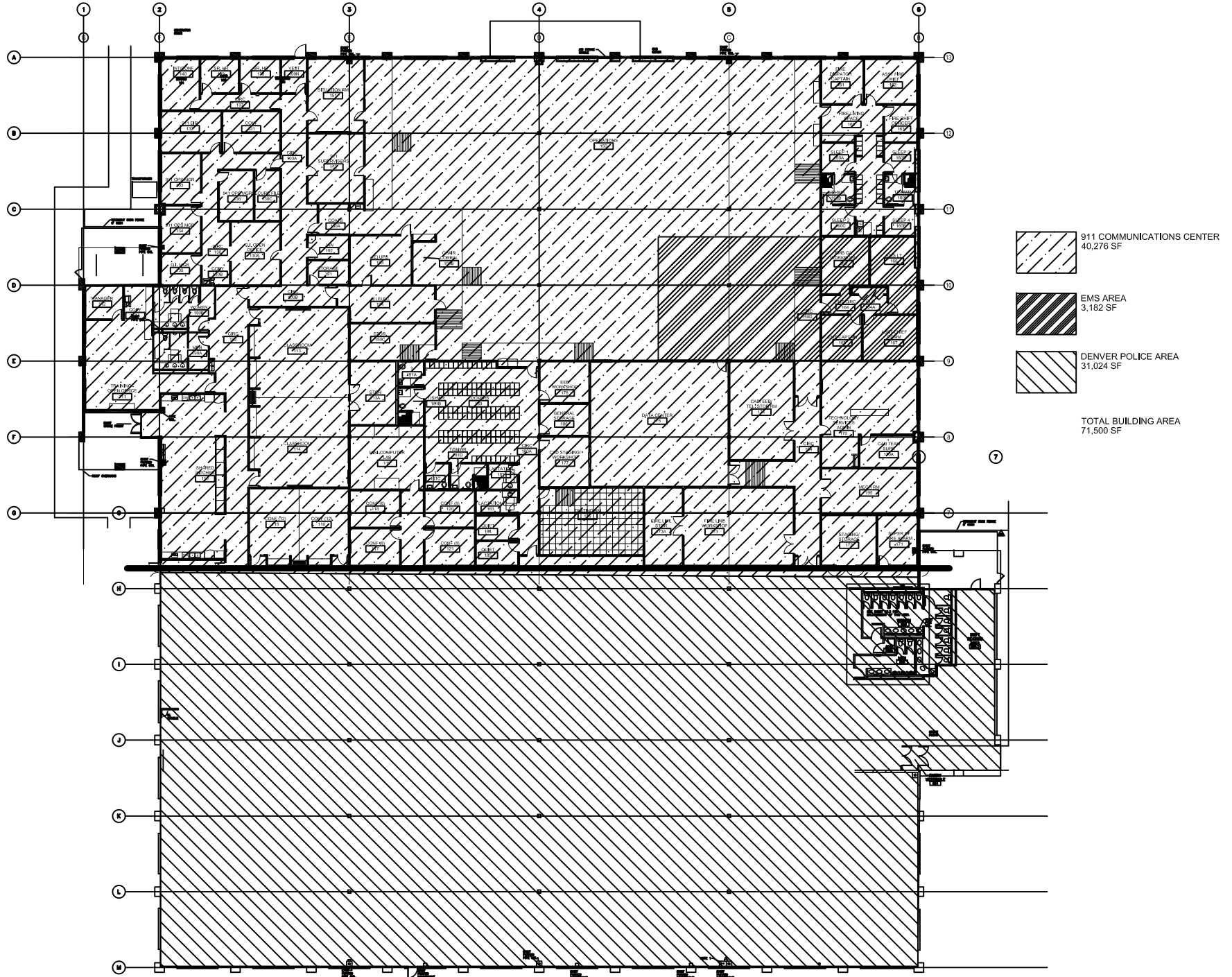
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1



12035 EAST 45TH STREET
CITY OF DENVER COMBINED COMMUNICATIONS & SAFETY CENTER

EXHIBIT B-1

**911 Communications Center
Amortization Schedule Years 1-7**

Period	Beginning Bal	Annual Principal	Rate	Interest	Annual Total	Monthly
6/1/2019 - 5/31/2020	\$1,013,982.12	\$134,347.86	2.5%	\$25,349.55	\$159,697.42	\$13,308.12
6/1/2020 - 5/31/2021	\$879,634.26	\$137,706.56	2.5%	\$21,990.86	\$159,697.42	\$13,308.12
6/1/2021 - 5/31/2022	\$741,927.70	\$141,149.22	2.5%	\$18,548.19	\$159,697.42	\$13,308.12
6/1/2022 - 5/31/2023	\$600,778.47	\$144,677.96	2.5%	\$15,019.46	\$159,697.42	\$13,308.12
6/1/2023 - 5/31/2024	\$456,100.52	\$148,294.90	2.5%	\$11,402.51	\$159,697.42	\$13,308.12
6/1/2024 - 5/31/2025	\$307,805.61	\$152,002.28	2.5%	\$7,695.14	\$159,697.42	\$13,308.12
6/1/2025 - 5/31/2026	\$155,803.33	\$155,802.33	2.5%	\$3,895.08	\$159,697.42	\$13,308.12
		\$1,013,981.12		\$103,900.80	\$1,117,881.92	\$93,156.83