

AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE AGREEMENT is made and entered into as of this 29TH day of September 2010, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, (the "City" or "Lessor"), and HENSEL PHELPS, doing business at 1391 Delaware Street, Denver, Colorado 80204 ("Lessee");

WITNESSETH:

WHEREAS, the City and Hensel Phelps entered into a Lease Agreement dated August 12, 2008, to Lease property located at 490 west 14th Avenue, Denver, Colorado, to the Lessee for use as office space

WHEREAS, Hensel Phelps and the City now desire to amend the Lease to Renew the Agreement for an additional four months and to increase rent for such additional term; and

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

1. Paragraph 2 of the Agreement, entitled "**TERM**", is hereby amended to read as follows:

"2. **TERM**: The term of this Lease shall begin September 25, 2007 and terminate on December 31, 2010, unless sooner terminated pursuant to the terms of this Lease."

2. Paragraph 3 of the Agreement, entitled "**RENT AND OPERATING EXPENSES**", is hereby amended to read as follows:

"3. **RENT and OPERATING EXPENSES**: (a) The Lessee shall pay to Lessor for the rent of these Leased Premises for the term of this Lease the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) monthly.

The Lessee shall be responsible for paying all operating expenses directly to the provider of those services. These expenses include, but are not limited to, the cost of maintenance, janitorial services and Lessee's insurance as described in Paragraph 19 ("Operating Expenses")."

3. Paragraph 16 of the Agreement, entitled "**TERMINATION**", is hereby amended to read as follows:

“16. **TERMINATION**: Upon thirty (30) days written notice, either party may terminate this Lease upon any default of the other party, unless the default specified in the notice is cured within the thirty (30) days. If notice is so given, the parties shall not be relieved of their duties to perform their obligations up to the date of termination. Also, upon 30 days written notice, Lessee may terminate this Lease for any or no reason.”

4. This Amendatory Lease Agreement is expressly subject to and shall not be or become effective or binding on the City until fully executed by all of the signatories of the City and County of Denver.

5. Except as otherwise modified or amended herein, the Lease is hereby affirmed and ratified in each and every particular and all the terms, provisions, and conditions of the Lease shall remain in full force and effect as though set out in full herein.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Lease Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: _____
Director of Real Estate

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. RC73037-1

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

ATTEST:

HENSEL PHELPS

Taxpayer (IRS) I.D. No. 84-0876644

By _____

By: 

Title _____

Name: Richard G Tucker
(please print)

Title: Vice President

“LESSEE”