

**AMENDATORY LEASE AGREEMENT**

**THIS AMENDATORY LEASE AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 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 14<sup>th</sup> 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:

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“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.

*Balance of page left intentionally blank.*

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: \_\_\_\_\_  
MAYOR

**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”