

## **FIFTH AMENDMENT TO SUBLEASE**

**THIS FIFTH AMENDMENT TO SUBLEASE** 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 the "Subtenant"), for the use and benefit of the **DENVER 8 TELEVISION OFFICE OF THE DEPARTMENT OF TECHNOLOGY SERVICES**, and **NORAC, INC.**, a Delaware corporation, d/b/a Colorado Studios with offices located at 8269 East 23<sup>rd</sup> Avenue, Denver, Colorado 80238 ("NORAC" or "Lessor");

97-1158-E

### **WITNESSETH:**

**WHEREAS**, NORAC is a Tenant pursuant to a Lease dated August 10, 1995 between NORAC and the City and County of Denver, as Landlord, as amended by the First Amendment dated January 23, 1996 and the Second Amendment to Lease dated December 13, 1996 (together hereinafter "Master Lease"); and

**WHEREAS**, under the Master Lease, NORAC leased certain real property and improvements at the former Stapleton International Airport site; and

**WHEREAS**, the City and NORAC entered into a Sublease Agreement dated January 15, 1998, whereby the City subleased a portion of the premises leased by NORAC for use as television and film productions studios and general office space for the Television Services Office of the Department of General Services which has previously been amended by a First Amendment to Sublease dated September 18, 2000, a Second Amendment to Sublease dated April 21, 2003, a Third Amendment to Sublease dated July 7, 2009, and a Fourth Amendment to Sublease dated April 27, 2010 (together hereinafter referred to as "Sublease"); and

**WHEREAS**, Channel 8 has changed its name to Denver 8 Television Office of the Department of Technology Services (the "Department"), and Denver 8 Television Office of the Department of Technology Services no longer reports to the Department of General Services; and

**WHEREAS**, NORAC and the City now desire to amend the Sublease to extend its term and modify its rent, and to include a termination clause.

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

1. Section 2, "TERM/OPTIONS TO RENEW/CONDITIONS," is amended to extend the term of the Sublease through March 31, 2012.
2. Section 3.B., "Renewal Terms" of the Sublease is amended to provide that the total amount of the Sublease including this amendment shall not exceed Two Million Eight Hundred Three Thousand Three Hundred Forty-Two Dollars and Fifty-Seven cents (\$2,803,342.57). The rent due for the term beginning April 1, 2011 and ending March 31, 2012 (the "Renewal Term") shall not exceed \$17,362.67 per month, for a total not to exceed \$208,352.00 for the Renewal Term.
3. The City has the right to terminate the Sublease without cause upon thirty (30) days prior written notice to Lessor. City shall not be responsible for any rent due past the thirtieth day after written notice has been provided to Lessor.
4. This Fifth Amendment to Sublease 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 Sublease is hereby affirmed and ratified in each and every particular and all the terms, provisions, and conditions of the Sublease shall remain in full force and effect as though set out in full herein.

*The balance of this page is left intentionally blank.*

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Sublease 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: \_\_\_\_\_  
Chief Information Officer,  
Technology Services

By: \_\_\_\_\_  
Director, Division of Real Estate

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Assistant City Attorney

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. CE73018-5

By: \_\_\_\_\_  
Auditor

**"CITY"**

**NORAC, INC., a Delaware Corporation**  
Taxpayer (IRS) I.D. No. 13-2833841

By: \_\_\_\_\_

Name: Brian Brieska  
(please print)

Title: Business Manager

**"CONTRACTOR"**