# SIXTH AMENDMENT TO SUBLEASE

**THIS SIXTH AMENDMENT TO SUBLEASE** is made 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 23rd Avenue, Denver, Colorado 80238 ("NORAC" or "Lessor");

## 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, a Fourth Amendment to Sublease dated April 27, 2010, and a Fifth Amendment to Sublease dated May 9, 2011 (together hereinafter referred to as "Sublease"); and

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

**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 December 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 Nine Hundred Fifty-Nine Thousand Six Hundred Six Dollars and Sixty cents ($2,959,606.60).  The rent due for the term beginning April 1, 2012 and ending December 31, 2012 (the "Renewal Term") shall not exceed $17, 362.67 per month, for a total not to exceed $156,264.03 for the Renewal Term.

3.       This Sixth Amendment to Sublease is expressly subject to and shall not be or become effective or binding on the City until fully executed by the City and County of Denver.

4.       Lessor consents to the use of electronic signatures by the City.  The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation.  The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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.*

**Contract Control Number:**

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:

                                                        By_____

By_____

                                                        By_____

**Contract Control Number:** TECHS-CE73018-06

**Contractor Name:** NORAC DBA COLORADO STUDIOS

By: _____

Name: _____
(please print)

Title: _____
(please print)

**ATTEST: [if required]**

By: _____

Name: _____
(please print)

Title: _____
(please print)