

THIRD AMENDATORY LEASE AGREEMENT

THIS THIRD AMENDATORY LEASE AGREEMENT (this “Third Amendment”) is made by and between the **CITY AND COUNTY OF DENVER** (“City” or “Lessor”), a municipal corporation and home rule city of the State of Colorado, and **COLORADO SYMPHONY ASSOCIATION**, whose address is 1245 Champa Street, 4th Floor, Denver, Colorado 80202 (“Lessee”).

WITNESSETH:

WHEREAS, the City is the owner of certain property located at 1245 Champa Street, Denver Colorado (the “Property”), a portion of which is not required for public use and occupancy at present; and

WHEREAS, the City entered into a Lease Agreement dated September 25, 2013, and amended by an Amendatory Lease Agreement dated September 1, 2015 and a Second Amendatory Lease Agreement dated July 3, 2017, to lease a portion of the Property to Lessee for use as offices for the Colorado Symphony Association (the “Lease”); and

WHEREAS, the City now desires to amend the Lease to extend the term, to modify the total rent amount, and to modify the premises location.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein set forth the City and the Lessee agree as follows:

1. All references to “Exhibit A and Exhibit A-1” in the Lease shall be amended to read: “Exhibit A-1 and Exhibit A-2”. The depiction of leased premises marked as Exhibit A-2 attached to this Third Amendment is hereby incorporated by reference.

2. Section 1, “**LEASED PREMISES**,” of the Lease is modified in its entirety to read as follows:

“1. **LEASED PREMISES**: Subject to the terms of the Lease Agreement (hereinafter referred to as “Lease”), the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises (the “Leased Premises”) located at 1245 Champa Street in Denver, Colorado. Lessee will occupy office space on the fourth floor as more particularly depicted on Exhibit A-1, attached hereto and incorporated herein. The Lessee shall also have an option to occupy up to the entire portion of the space located on the third floor as depicted on Exhibit A-2. Lessee may exercise such option upon thirty (30) days written notice to the Director of Real Estate (the “Director”). The depiction contained on Exhibit A-2 may be modified upon the written authorization of the Director, to correct minor, technical errors.”

3. Section 2, “**TERM**,” of the Lease Agreement is modified in its entirety to read as follows:

“2. **TERM**: The term of this Lease shall begin on October 1, 2013, and

it shall terminate on June 30, 2021, unless sooner terminated pursuant to the terms of the Lease (the "Term")."

4. Section 3, "**RENT**," of the Lease is amended by replacing it in its entirety as set forth below:

"3. **RENT**: The Lessee shall pay to the City Rent of One and No/100 Dollars (\$1.00) per year, on or before the first day of each January during the term of the Lease, for a total Rent amount during the term from January 1, 2018 through June 30, 2021 of Three and 50/100 Dollars (\$3.50). The total rent amount for the entire term from October 1, 2013 through June 31, 2021 is \$135,003.50. Rent shall be paid to the City as specified by the Director."

5. Subsection B, "**By Lessee**," of Section 7, "**PREMISES/CONSRUCTION**," of the Lease is amended by inserting the following after the final sentence:

"Any Tenant Improvements shall comply with all applicable law and shall be at Lessee's sole expense."

6. Paragraph 12 of the Lease, providing for the payment of utilities and CAM Charges by the Lessee, remains in effect. The third floor kitchen shall be included in the common area.

7. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Lease are hereby affirmed and ratified in each and every particular as though set out in full herein.

[REST OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]

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 _____

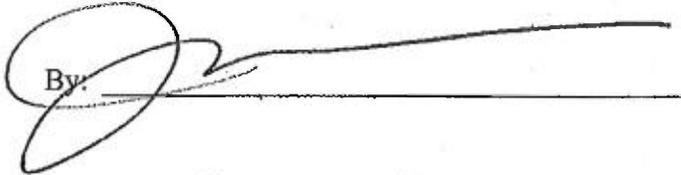
By _____

By _____



Contract Control Number: FINAN-201841149-00 Corrected number is 201311017-03

Contractor Name: Colorado Symphony Association

By: 

Name: J. H. KERN
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

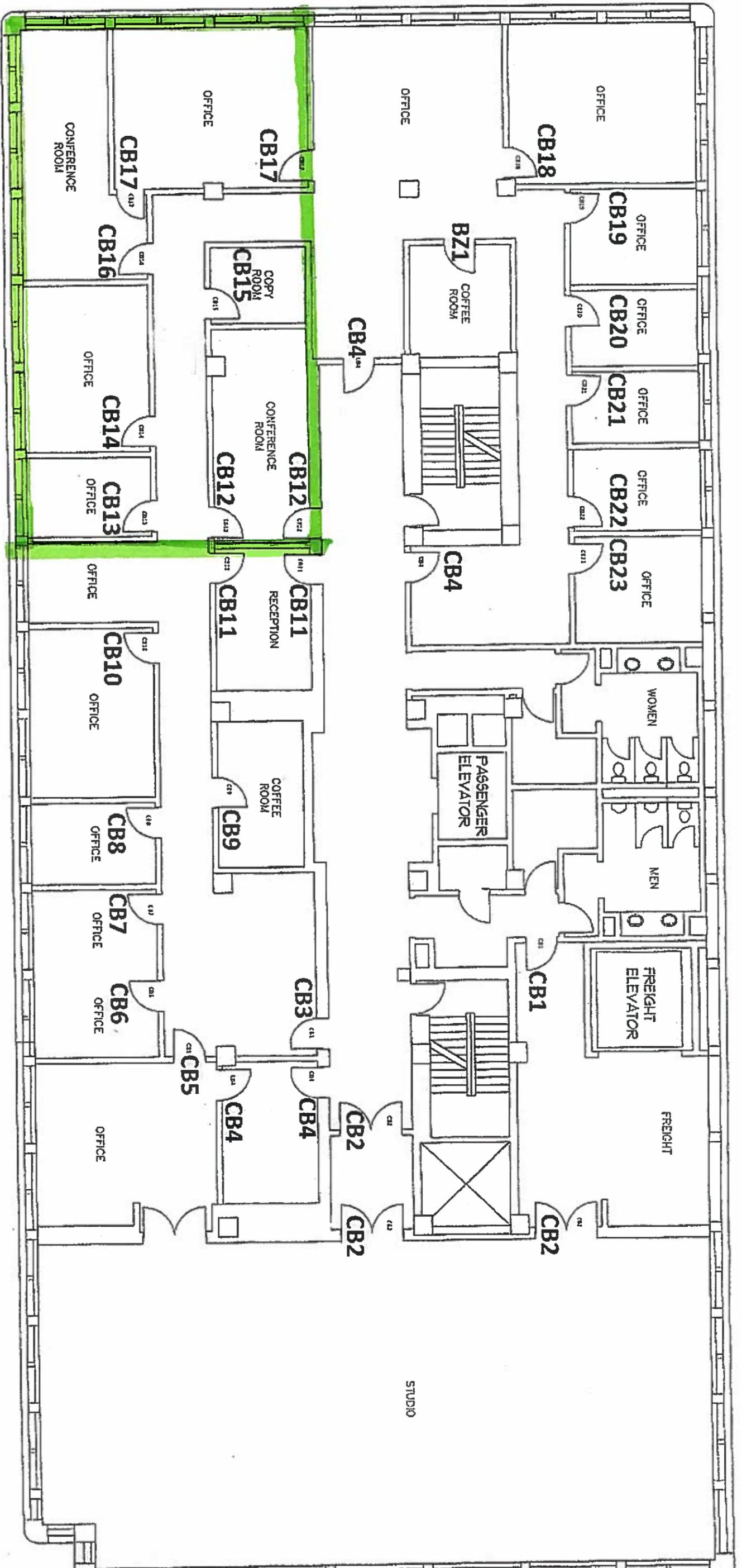
Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2

(Attached)



THIRD FLOOR PLAN
 SCALE: 1/8"=1'-0"
 NORTH

■ = CSA Offices