

**SECOND AMENDMENT TO LEASE AGREEMENT
(4849 Bannock Street)**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Second Amendment**”) is made as of the Second Amendment Effective Date (defined below) by and between CENTRAL LODGING, LLC, a Colorado limited liability company, whose address is 10 East 120th Avenue, Northglenn, Colorado 80233 (“**Lessor**”), and the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado (the “**City**” or “**Lessee**”, and jointly with the Lessor, the “**Parties**”).

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located at 4849 Bannock Street, Denver, Colorado 80216 (“**Leased Premises**” or “**Property**”); and

WHEREAS, the Parties entered into a Lease Agreement dated December 22, 2023 (“**Original Lease**”), as amended by an Amendatory Lease Agreement dated March 3, 2025 (“**First Amendment**”, and collectively with the Original Lease, the “**Lease**”), by which the City leased the Leased Premises from Lessor for purposes of a non-congregate navigation center; and

WHEREAS, the City ceased using the Leased Premises as a non-congregate navigation center and vacated the Leased Premises prior to March 31, 2025, which was the expiration date of the Amendment Term as provided in the First Amendment; and

WHEREAS, the Parties wish to confirm the expiration and termination of the Lease on March 31, 2025, subject to the surviving obligation of the City to pay Lessor the amount of Three Hundred Thousand Dollars (\$300,000) (“**Damages Sum**”) for damages to the Leased Premises that occurred during the Initial Term and/or the Amendment Term, and the Parties wish to otherwise amend the Lease in accordance with the terms and conditions contained in this Second Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Lease and this Second Amendment, the City and Lessor agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings given such terms in the Lease.
2. Termination of Lease. The Parties acknowledge, confirm, and agree that the Lease expired and terminated on March 31, 2025, such that neither of the Parties shall have any rights or obligations thereunder from and after such date except for any rights or obligations under the Lease

which expressly survive the expiration or termination of the Lease, and except for the City's obligation to pay Lessor the Damages Sum, which sum (a) shall be paid within sixty (60) days after the Second Amendment Effective Date, but in any event no later than December 31, 2026; and (b) represents the maximum liability of the City for any and all loss, liability, or expense under the Lease as provided in Section 12 of the Lease.

3. Maximum Contract Amount. In accordance with (a) the monthly rent paid by the City during the Initial Term in the total amount of \$10,084,800; (b) the monthly rent paid by the City during the Amendment Term in the total amount of \$2,296,800; (c) the amount of \$745,000 paid by the City as reimbursement to Lessor for terminating its franchise agreement; and (d) the \$300,000 Damages Sum to be paid by the City as provided by this Second Amendment, Section 4 of the Lease is hereby replaced in its entirety to read:

4. MAXIMUM CONTRACT AMOUNT: Notwithstanding any other provision in this Lease, the City's maximum payment obligation will not exceed **THIRTEEN MILLION FOUR HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED DOLLARS (\$13,426,600).**

4. No Brokers. Each party represents and warrants to the other party that it has not dealt with any broker or agent in connection with the negotiation or execution of the Lease or this Second Amendment.

5. Second Amendment Effective Date. The effective date of this Second Amendment ("Second Amendment Effective Date") shall be the date the City delivers a fully executed copy of this Second Amendment to Lessor.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[Remainder of page intentionally left blank; signature pages follow]

LESSOR:

CENTRAL LODGING, LLC,
a Colorado limited liability company

Signature: Bruce Rahmani
Printed Name: Bruce Rahmani
Title: Managing Member

Contract Control Number:
Contractor Name:

FINAN-202682971-02|202371671-02
CENTRAL LODGING LLC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202682971-02|202371671-02
CENTRAL LODGING LLC

By: Bruce Rahmani

Name: Bruce Rahmani
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)