

## FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (“First Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “Lessor”) and the **THE SALVATION ARMY**, a California nonprofit corporation, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 (the “Lessee”). The City or Lessor and the Lessee collectively referred to herein as the “Parties”.

The Parties entered into a Lease Agreement dated October 29, 2019 (the “Lease”) regarding the real property located at 1901 29<sup>th</sup> Street, Denver, Colorado 80216 (the “Property”);

The Parties entered into that certain service contract having Contract No. HOST-202057237-00, pursuant to which the Lessee is to provide emergency sheltering services at the Property for men and transgender guests experiencing homelessness; and

The Parties wish to amend the Lease to extend the term and increase compensation to the City.

In consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 3 of the Lease entitled “**TERM**” is amended to read as follows:

“**3. TERM:** The term of this Lease shall begin on the date that the City closes on the purchase and sale of Leased Premises from Owner pursuant to the PSA (the “Delivery Date”) and it shall terminate on December 31, 2023 (the “Term”), unless earlier terminated pursuant to the terms herein; *provided, however,* in the event the Service Contract expires or is terminated before the Term hereunder, then this Lease shall also terminate thirty (30) days after such date the Service Contract expires or terminates, it being the intent of the Parties that this Lease and the Service Contract shall be coterminous.”

2. Article 4 of the Lease entitled “**Rent**” is amended to read as follows:

“**3. RENT:** The prior rental amount was \$1.00 payable monthly by Lessee during the Term. The Lessee shall pay to the City for the rent of the

Leased Premises the total sum of Forty-Six Dollars (\$46.00) for the Term, the receipt and sufficiency of which is hereby acknowledged.”

3. Except as amended by this First Amendment, the Lease as modified herein remains in full force and effect and is hereby affirmed and ratified by the Parties.

4. This First Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** FINAN-201951840-01  
**Contractor Name:** THE SALVATION ARMY

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-201951840-01  
THE SALVATION ARMY

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

Richard Pease  
Name: \_\_\_\_\_  
(please print)

Divisional Secretary for Business  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)