

FIRST AMENDMENT TO LEASE AND AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **COLORADO SYMPHONY ASSOCIATION**, a Colorado nonprofit corporation whose address is Boettcher Concert Hall, 950 13th Street, Denver, Colorado 80202, hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, the City and the Lessee entered into a Lease and Agreement dated January 3, 2006 ("Lease Agreement"), pursuant to which Lessee leases and operates office, storage and box office space at the Boettcher Concert Hall (the "Leased Premises"); and

WHEREAS, the City and Lessee wish to amend the Lease Agreement, to extend its term, to establish the rental payable during the extended term, and to make certain other changes;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, by the parties hereto as follows:

1. Section 2 of the Lease Agreement, entitled "**TERM**," is hereby amended to read as follows:

"TERM: The term of this Lease shall begin on October 1, 2005, and terminate on August 31, 2015, unless sooner terminated pursuant to the terms of this Lease."

2. Section 3 of the Lease, entitled "**RENT**," is hereby amended to read as follows:

RENT: The Lessee shall pay to the City for the rent of the Leased Premises the total sum of Four Hundred Thirty-seven Thousand Eight Hundred Eighty-six Dollars and Thirty-six Cents (\$437,886.36), payable to the Manager of Revenue in monthly installments as follows:

<u>Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
10/1/05*-8/31/06	\$23,333.36	\$2,916.67
9/1/06-8/31/07	\$36,400.00	\$3,033.34
9/1/07-8/31/08	\$37,856.00	\$3,154.67
9/1/08-8/31/09	\$39,370.00	\$3,280.84
9/1/09-8/31/10	\$40,945.00	\$3,412.09
9/1/10-8/31/11	\$48,000.00	\$4,000.00
9/1/11-8/31/12	\$49,920.00	\$4,160.00
9/1/12-8/31/13	\$51,916.00	\$4,326.33

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9/1/13-8/31/14	\$53,993.00	\$4,499.42
9/1/14-8/31/15	\$56,153.00	\$4,679.42
Total Contract Amount	\$437,886.36	

*Payment of rent will commence January 1, 2006

Each payment shall be delivered to the Director of Theatres and Arenas ("Director"), 1245 Champa Street, Denver, Colorado 80204, or to such other address as the City may designate, and shall be due and payable on the first day of each month, commencing January 1, 2006. All past due installments shall accrue interest at the rate of 12% per annum until paid.

3. Section 17 of the Lease Agreement, entitled "**TERMINATION**," is hereby amended to read as follows:

"17. **TERMINATION**: Either party may, at its discretion, terminate this Lease upon thirty (30) days written notice to the other party."

4. Section 10.B. of the Lease Agreement is hereby amended to provide that Lessee shall not be responsible for the payment of any charges for water, sewer, electricity and gas services allocable to the Leased Premises.

5. As herein amended the Lease Agreement is hereby ratified and reaffirmed.

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IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease and Agreement as of the day first above written.

ATTEST:

STEPHANIE Y. O'MALLEY, Clerk &
Recorder, Ex-Officio Clerk of the
City and County of Denver

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

CITY AND COUNTY OF DENVER

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: Jack Finley
Division of Theatres & Arenas

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. RC 54007(1)

By: _____
Auditor

"CITY"

**COLORADO SYMPHONY
ASSOCIATION**

Taxpayer (IRS) I.D. No. 84-0511458

By: Tom Plunkett

Title: VP & CFO

"LESSEE" 7/14/10