

AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (“City” or “Tenant”), and **THE FAX EAST COLFAX REDEVELOPMENT, LLC**, a Colorado limited liability company, whose address is 6740 East Colfax Avenue, Denver, Colorado 80220 (“Landlord”), (collectively, the “Parties”).

WITNESSETH:

WHEREAS, Landlord is the owner of the real property and improvements located at 8405 and 8415 East Colfax Avenue in Denver, Colorado, which property is more particularly described on **Exhibit A** (the “Property”); and

WHEREAS, the Parties entered into a Lease Agreement dated July 18, 2025, (the “Lease”) to lease from Landlord the entirety of the thirty-eight (38) residential rooms/units located on the Property (each, a “Unit”, and collectively, the “Units”) so that such Units are available for occupancy and use by individuals (collectively, “Program Participants”) who are participating in the City's “Roads to Recovery” program (“Program”), and to provide other services as set forth in the Lease.

WHEREAS, the Parties wish to amend the Lease to update Section 2 to extend the term, update Section 3-Rent, update Section 4-Maximum Contract Amount, and update Section 7-Operation and Maintenance, subparagraph (d).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations of the Parties contained in the Lease, as amended herein, the Parties agree as follows:

1. Section 2 of the Lease entitled “**TERM; EARLY TERMINATION RIGHT OF CITY:**” is hereby deleted in its entirety and replaced with:

“2. **TERM; EARLY TERMINATION RIGHT OF CITY:** The term of this Lease shall begin on July 8, 2025, and expire at 11:59 pm Mountain Time on March 31, 2026, unless mutually extended by the Parties or sooner terminated pursuant to the terms of this Lease. Notwithstanding the foregoing or anything to the contrary in this Lease, City shall have the right to terminate this Lease at any time upon the delivery of at least ten (10) days prior written notice to Landlord.”

2. Section 3 of the Lease entitled “**RENT:**” is hereby deleted in its entirety and replaced with:

“3. **RENT:**

(a) Commencing on July 8, 2025, and no later than the first day of each month thereafter during the Lease term, City shall pay Landlord monthly rent, in advance, the amount of **Ninety-Five Dollars and Sixty-Eight Cents (\$95.68)** per Unit per day/night, which monthly rent amount shall be inclusive of all taxes, fees, deposits, and any other costs or expenses that may be customarily charged by landlords within the City.

(b) Commencing on **January 1, 2026**, and no later than the first day of each month thereafter during the Lease term, City shall pay Landlord monthly rent, in advance, the amount of **Ninety-Two Dollars and Twenty-Three Cents (\$92.23)** per Unit per day/night, which monthly rent amount shall be inclusive of all taxes, fees, deposits, and any other costs or expenses that may be customarily charged by landlords within the City.

(c) Notwithstanding the foregoing or anything to the contrary in this Lease, if for any reason any Unit requires a Major Repair, as defined in Section 7, or is otherwise unavailable for occupancy for a period of three (3) consecutive days/nights or more, and provided such Major Repair or unavailability for occupancy is not solely the result of damage to the Unit caused by any Program Participants, City shall receive a credit against the next monthly rent payment (or Landlord shall pay to City within five (5) business days after demand the amount of such credit if no future monthly rent payment is then owed, and such obligation shall survive the expiration or earlier termination of this Lease), which credit shall be equal to the number of days after the third (3rd) consecutive day/night each such Unit(s) was/were unavailable, multiplied by the per Unit per day/night rate provided above in this section.”

3. Section 4 of the Lease entitled “**MAXIMUM CONTRACT AMOUNT:**” is hereby deleted in its entirety and replaced with:

“4. **MAXIMUM CONTRACT AMOUNT:** The monthly rent payable under Section 3 above, and City's capped responsibility to reimburse Landlord for Major Repairs as defined in, and pursuant and subject to the provisions of, Section 7 below, shall be the only amounts owed and payable by City to Landlord under this Lease. Accordingly, City's maximum payment obligation under this Lease, and the maximum contract amount owed by City under this Lease, shall

not exceed **ONE MILLION FIFTY-EIGHT THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND NINETY-ONE CENTS (\$1,058,961.91)** (“**Maximum Contract Amount**”), which is the maximum amount payable if the Lease remains in effect until the March 31, 2026 expiration date and if all 38 Units are available at all times during the term of the Lease; and which includes the \$100,000 maximum amount of City’s obligation to reimburse Landlord for Major Repairs as provided in Section 7(d). The table below outlines the amounts and terms of Lease and this Amendatory Lease Agreement, as follows:

Initial Lease Term (7.8.2025-12.31.2025)						
Period Start	Period End	# Days in Mo	# Rooms	Rate Per Room	Rate for Rooms	Monthly Rent
7/8/2025	7/31/2025	24	38.00	\$95.68	\$3,635.84	\$87,260.16
8/1/2025	8/31/2025	31	38.00	\$95.68	\$3,635.84	\$112,711.04
9/1/2025	9/30/2025	30	38.00	\$95.68	\$3,635.84	\$109,075.20
10/1/2025	10/31/2025	31	38.00	\$95.68	\$3,635.84	\$112,711.04
11/1/2025	11/30/2025	30	38.00	\$95.68	\$3,635.84	\$109,075.20
12/1/2025	12/31/2025	31	38.00	\$95.68	\$3,635.84	\$112,711.04
						\$643,543.68
1st Amendatory Extension (1.1.2026 to 3.31.2026)						
Period Start	Period End	# Days in Mo	# Rooms	Rate Per Room	Rate for Rooms	Monthly Rent
1/1/2026	1/31/2026	31	38.00	\$92.23	\$3,504.65	\$108,644.06
2/1/2026	2/28/2026	28	38.00	\$92.23	\$3,504.65	\$98,130.12
3/1/2026	3/31/2026	31	38.00	\$92.23	\$3,504.65	\$108,644.06
						\$315,418.23
Initial Term Amt						\$643,543.68
Major Repairs						\$100,000.00
1st Amendatory Amt						\$315,418.23
Max Contract Amt						\$1,058,961.91

4. Section 7 of the Lease entitled “**OPERATION AND MAINTENANCE:**”, subparagraph (d) is hereby deleted in its entirety and replaced with:

“(d) maintaining, repairing, and replacing all or portions or components of the Units and the Property, including without limitation maintaining, repairing, and replacing (i) structural elements of the Units and the Property, (ii) building systems and components (including without limitation HVAC, elevator, and other mechanical systems), and (iii) exterior elements,

including without limitation parking lots, stairs, walkways, driveways, and landscaping, provided that in the event all or any portions or components of a Unit or the Property must be repaired or replaced solely as a result of the negligent or willful actions of City, Program Participants, and/or any of City's employees, contractors, or agents (including without limitation any Program case workers) who provide services in connection with the Program, and if such repair or replacement will cost **TEN THOUSAND DOLLARS (\$10,000.00)** or more (each, a "Major Repair," and collectively, the "Major Repairs"), then Landlord shall provide written notice to City of each Major Repair Landlord intends to make, and if such repair is a Major Repair as defined and provided in this section, City shall reimburse Landlord, within thirty (30) days after City's receipt of written notice from Landlord confirming completion of the Major Repair and providing evidence (including without limitation purchase or work orders, invoices, and proof(s) of payment) of the work that was performed and the costs thereof, City shall reimburse Landlord for the costs of each such Major Repair, provided that in no event shall City's reimbursement obligation for any single Major Repair, or for all Major Repairs in the aggregate, exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00);**"

5. As herein amended, the Lease is affirmed and ratified in each and every particular.

6. This Amendatory Lease Agreement 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number:
Contractor Name:

FINAN-202683028-01| 202580172-01
THE FAX EAST COLFAX REDEVELOPMENT, 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-202683028-01| 202580172-01
THE FAX EAST COLFAX REDEVELOPMENT, LLC

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

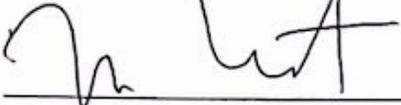
By: _____

Name: _____
(please print)

Title: _____
(please print)

LANDLORD:

The Fax East Colfax Redevelopment, LLC
a Colorado Limited Liability Company

By:  _____

Name: Monica Martinez

Title: Executive Director