

**SECOND AMENDMENT TO SUBLEASE AGREEMENT**

**THIS SECOND AMENDMENT TO SUBLEASE AGREEMENT** (“**Second Amendment**”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (the “**City**”) and **THE COLORADO COALITION FOR THE HOMELESS**, a Colorado nonprofit corporation (“**Sublessee**”) (collectively the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Sublease Agreement dated February 3, 2022, as amended by the Amendment to Sublease Agreement dated September 21, 2022 (the “**Sublease**”) whereby the City subleased to Sublessee a portion of certain real property located at 4600 E. 48<sup>th</sup> Avenue, Denver, CO 80216; and

**WHEREAS**, the Parties wish to extend the Term for an additional fifteen (15) months.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. **Capitalized Terms**: Capitalized terms herein shall have the same meaning as is ascribed to such terms in the Sublease, unless otherwise defined herein.

2. **Term**: Section 2 of the Sublease, entitled “Term”, is deleted in its entirety and replaced with the following:

“2. **Term**: The term of this Sublease shall commence upon City’s delivery of this fully executed Sublease to Sublessee and expire December 31, 2024 (the “Term”) unless earlier terminated pursuant to the terms herein.”

3. **Ratification**: Except as herein amended, the Sublease is affirmed and ratified in each and every particular.

4. **Effective Date**: This Second 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 approved by the City Council.

5. **Owner Consent**: In accordance with Section 26 of the Master Lease, the City has obtained the written consent of Owner of this Second Amendment. Owner has consented to this Second Amendment, as evidenced by the signed Consent of Owner attached hereto as Exhibit A.

**[SIGNATURE PAGE(S) FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

FINAN-202369774-02| 202161644-02  
THE COLORADO COALITION FOR THE HOMELESS

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:

\_\_\_\_\_

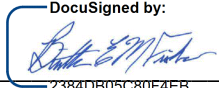
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202369774-02| 202161644-02  
THE COLORADO COALITION FOR THE HOMELESS

By:   
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Name: Britta Fisher  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A**

**CONSENT OF OWNER**

DENCOM LLC, a Colorado limited liability company (“Owner”) as owner of the real property located at 4600 E. 48<sup>th</sup> Avenue, Denver, CO 80216 (the “Property”) and as Lessor under that certain Lease Agreement between Owner and the City dated September 9, 2020 (“Master Lease”), previously consented to the Sublease Agreement dated February 3, 2022 and the Amendment to Sublease Agreement dated September 21, 2022 (“Sublease Agreement”) between the City and County of Denver, a municipal corporation and home rule city of the State of Colorado and The Colorado Coalition of Homeless, a Colorado non-profit corporation (“Sublessee”).

The parties acknowledge that Owner, by its execution of the Consent of Owner, consents to the attached Second Amendment to Sublease Agreement. The parties further acknowledge that the terms and conditions of the Master Lease are in no way modified by the execution of this Consent of Owner to the Second Amendment and the City shall remain obligated to the Owner for the performance of all obligations of the “Lessee” under the Master Lease. In the event of conflict between the Master Lease and the Sublease Agreement, as amended by this Second Amendment, the terms and conditions of the Master Lease shall at all times govern and control.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Owner as of this 14<sup>th</sup> day of August, 2023.

**OWNER:**

DENCOM LLC, a Colorado limited liability company

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

Name: Elys Klein

Its: President