

AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE 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 (the "City" or "Lessor") and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the state of Colorado whose address is 777 Bannock Street, Denver, Colorado 80204, (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of real property and improvements at 4685 Peoria Street, Denver, Colorado a portion of which is not required for public use and occupancy; and

WHEREAS, the City, in a Lease Agreement dated September 13, 2005, leased such property to the Lessee for use as a healthcare facility; and

WHEREAS, the parties now desires to amend the Lease to renew the existing lease through September 30, 2010.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That Section 2 of the Lease, entitled "TERM," is amended by deleting the Section 2 and replacing it with the following Section 2:

"2. **TERM**: The term of this lease shall be retroactive to January 1, 2005, and terminate on September 30, 2010, unless sooner terminated pursuant to the terms of this Lease."

2. That Section 3 of the Lease, entitled "RENT," is amended by deleting the Section 3 and replacing it with the following Section 3:

"3. **RENT**: The Lessee shall pay to the City for the rent of the Leased Premises the total sum of One Hundred Fifty-Five Thousand Seven Hundred Seventy-Six Dollars and No/100 (\$155,776.00), payable to the Manager of Revenue in monthly installments as follows:

1/15/05-12/31/05 \$2,028.33/month x 12 months \$24,339.96

05-685-A

| | | |
|-----------------|------------------------------|--------------------|
| 1/1/06-12/31/06 | \$2,129.75/month x 12 months | \$25,557.00 |
| 1/1/07-12/31/07 | \$2,231.17/month x 12 months | \$26,774.04 |
| 1/1/08-12/31/08 | \$2,332.58/month x 12 months | \$27,991.00 |
| 1/1/09-12/31/09 | \$2,434.00/month x 12 months | \$29,208.00 |
| 1/1/10-09/30/10 | \$2,434.00/month x 9 months | <u>\$21,906.00</u> |
| Total | | \$155,776.00 |

Each payment shall be delivered to the Manager of Revenue, Department of Finance, 201 W. Colfax Ave., Dept. 1010-Admin. Denver, Colorado 80202, or to such other address as the City may designate, and shall be due and payable on the first day of each month. All past due installments shall bear interest at the rate of 6% per annum until paid."

3. Except as herein amended, the Lease is affirmed and ratified in each and every particular.

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IN WITNESS WHEREOF, the City and the Contractor have executed, through their respective lawfully empowered representatives, this Amendatory Lease Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER

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

By: _____
MAYOR

APPROVED AS TO FORM:
Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED:

By: _____
Director of Real Estate

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Auditor
Contract Control No. RC55010(1)

“CITY/LESSEE”

ATTEST:

DENVER HEALTH AND HOSPITAL
AUTHORITY
Tax (IRS) Identification No. 84-1343242

By: _____
Title: General Counsel

By: _____
Name
Chief Executive Officer
Title

“LESSOR”

