

**SECOND AMENDMENT TO LEASE AGREEMENT
(8405 and 8415 East Colfax Avenue, Denver, Colorado)**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Amendment**”) is made as of the Amendment Effective Date (defined below) by and between THE FAX EAST COLFAX REDEVELOPMENT, LLC, a Colorado limited liability company, whose address is 6740 East Colfax Avenue, Denver, Colorado 80220 (“**Landlord**”), and the CITY AND COUNTY OF DENVER, a municipal corporation and home rule city of the State of Colorado (“**City**” or “**Tenant**”, and jointly with the Landlord, the “**Parties**”).

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain property located at 8405 and 8415 East Colfax Avenue in Denver, Colorado (“**Property**”); and

WHEREAS, the Parties entered into a Lease Agreement dated July 18, 2025 (“**Original Lease**”), as amended by an Amendatory Lease Agreement dated January 28, 2026 (“**First Amendment**”, and collectively with the Original Lease, the “**Lease**”), by which the City leases 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 who are participating in the City’s “Roads to Recovery” program; and

WHEREAS, the Parties wish to extend the term of the Lease and otherwise amend the Lease in accordance with the terms and conditions contained in this Amendment;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Lease and this Amendment, the City and Landlord agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment shall have the meanings given such terms in the Lease.
2. Extension of Lease Term; Early Termination Right; Options to Renew. The term of the Lease under the Original Lease commenced on July 8, 2025 and expired on December 31, 2025 (“**Original Term**”), and the term of the Lease under the First Amendment commenced on January 1, 2026 and expired on March 31, 2026 (“**First Extension Term**”). The term of the Lease is hereby further extended for an additional two (2) years, commencing on April 1, 2026 and continuing to and including March 31, 2028 (“**Second Extension Term**”), unless terminated sooner pursuant to the terms of the Lease, as amended herein. Notwithstanding the foregoing or anything to the contrary in the Lease, as amended herein, (a) the City shall have the right to terminate the Lease

at any time upon the delivery of at least ten (10) days prior written notice to Landlord; and (b) Tenant shall have two (2) options to renew and extend the term of this Lease (each, an “**Option to Renew**”) for an additional twelve (12) months (each, a “**Renewal Term**”) upon the same terms and conditions as are provided in the Lease, as amended herein. Tenant shall exercise its Option to Renew, if at all, by providing written notice to Landlord at least sixty (60) days prior to the then expiration date of the Lease. Following such notice, the Parties shall work in good faith to prepare and execute an amendment to the Lease to document the Renewal Term, provided that, if required by Charter, Tenant’s execution shall not occur until after the amendment has been approved by the Denver City Council.

3. Rent. The rent paid by the City during the Original Term and the First Extension Term, and the rent payable by the City during the Second Extension Term, was and shall be as follows:

RENT PAID DURING ORIGINAL TERM						
Period Start	Period End	Number of Days in Month	Number of Rooms	Rate Per Room	Rate for Rooms	Monthly Rent
7/8/2025	7/31/2025	24	38	\$95.68	\$3,635.84	\$ 87,260.16
8/1/2025	8/31/2025	31	38	\$95.68	\$3,635.84	\$112,711.04
9/1/2025	9/30/2025	30	38	\$95.68	\$3,635.84	\$109,075.20
10/1/2025	10/31/2025	31	38	\$95.68	\$3,635.84	\$112,711.04
11/1/2025	11/30/2025	30	38	\$95.68	\$3,635.84	\$109,075.20
12/1/2025	12/31/2025	31	38	\$95.68	\$3,635.84	\$112,711.04
						\$643,543.68
RENT PAID DURING FIRST EXTENSION TERM						
Period Start	Period End	Number of Days in Month	Number of Rooms	Rate Per Room	Rate for Rooms	Monthly Rent
1/1/2026	1/31/2026	31	38	\$92.23	\$3,504.65	\$108,644.06
2/1/2026	2/28/2026	28	38	\$92.23	\$3,504.65	\$ 98,130.12
3/1/2026	3/31/2026	31	38	\$92.23	\$3,504.65	\$108,644.06
						\$315,418.23

RENT PAYABLE DURING SECOND EXTENSION TERM						
Period Start	Period End	Number of Days in Month	Number of Rooms	Rate Per Room	Rate for Rooms	Monthly Rent
4/1/2026	4/30/2026	30	38	\$96.46	\$3,665.48	\$109,964.40
5/1/2026	5/31/2026	31	38	\$96.46	\$3,665.48	\$113,629.88
6/1/2026	6/30/2026	30	38	\$96.46	\$3,665.48	\$109,964.40
7/1/2026	7/31/2026	31	38	\$96.46	\$3,665.48	\$113,629.88
8/1/2026	8/31/2026	31	38	\$96.46	\$3,665.48	\$113,629.88
9/1/2026	9/30/2026	30	38	\$96.46	\$3,665.48	\$109,964.40
10/1/2026	10/31/2026	31	38	\$96.46	\$3,665.48	\$113,629.88
11/1/2026	11/30/2026	30	38	\$96.46	\$3,665.48	\$109,964.40
12/1/2026	12/31/2026	31	38	\$96.46	\$3,665.48	\$113,629.88
1/1/2027	1/31/2027	31	38	\$96.46	\$3,665.48	\$113,629.88
2/1/2027	2/28/2027	28	38	\$96.46	\$3,665.48	\$102,633.44
3/1/2027	3/31/2027	31	38	\$96.46	\$3,665.48	\$113,629.88
4/1/2027	4/30/2027	30	38	\$99.35	\$3,775.44	\$113,263.33
5/1/2027	5/31/2027	31	38	\$99.35	\$3,775.44	\$117,038.78
6/1/2027	6/30/2027	30	38	\$99.35	\$3,775.44	\$113,263.33
7/1/2027	7/31/2027	31	38	\$99.35	\$3,775.44	\$117,038.78
8/1/2027	8/31/2027	31	38	\$99.35	\$3,775.44	\$117,038.78
9/1/2027	9/30/2027	30	38	\$99.35	\$3,775.44	\$113,263.33
10/1/2027	10/31/2027	31	38	\$99.35	\$3,775.44	\$117,038.78
11/1/2027	11/30/2027	30	38	\$99.35	\$3,775.44	\$113,263.33
12/1/2027	12/31/2027	31	38	\$99.35	\$3,775.44	\$117,038.78
1/1/2028	1/31/2028	31	38	\$99.35	\$3,775.44	\$117,038.78
2/1/2028	2/28/2028	28	38	\$99.35	\$3,775.44	\$105,712.44
3/1/2028	3/31/2028	31	38	\$99.35	\$3,775.44	\$117,038.78
						\$2,715,937.41

Notwithstanding the foregoing or anything to the contrary in the Lease, as amended herein, (a) the City shall have until the date that is thirty (30) days after the Amendment Effective Date to pay to Landlord any rent that is due from the City for the months of April, 2026, to and including the month in which the Amendment Effective Date occurs; and (b) any rent payable by the City during the Second Extension Term shall be subject to the provisions of Section 3 of the Original Lease regarding credits and/or payments to be received by the City if one or more Units require a Major Repair or are otherwise unavailable for occupancy.

4. Maximum Contract Amount. In accordance with the above provisions regarding the amount of rent paid and payable by the City during the term of the Lease, as extended herein, and

based upon the One Hundred Thousand Dollar (\$100,000.00) maximum amount of the City's obligation to reimburse Landlord for Major Repairs as provided in Section 7(d) of the Lease (as said section was amended by the First Amendment), the City's maximum payment obligation under the Lease, and the maximum contract amount owed by the City under the Lease, is hereby amended to be **THREE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND THIRTY-TWO CENTS (\$3,774,899.32)**.

5. No Brokers. Each party represents and warrants to the other party that it has not dealt with any broker or agent in connection with the negotiation or execution of the Lease or this Amendment.

6. Amendment Effective Date. This Amendment shall not be effective or binding on the City until it has been fully executed by all required signatories of the City, and if required by Charter, approved by the Denver City Council. The effective date of this Amendment ("**Amendment Effective Date**") shall be the date the City delivers a fully executed copy of this Amendment to Landlord.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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

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

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals, if any, at Denver, Colorado, as of the Amendment Effective Date.

LANDLORD:

THE FAX EAST COLFAX REDEVELOPMENT, LLC,
a Colorado limited liability company

By: East Denver Colfax Partnership, Inc.,
a Colorado nonprofit corporation, its Managing Member

By: _____
Name: Monica Martinez
Title: Executive Director

Contract Control Number: FINAN-202684480-02| 202580172-02
Contractor Name: 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-202684480-02| 202580172-02
THE FAX EAST COLFAX REDEVELOPMENT, LLC

By: DocuSigned by:
Monica Martinez
19013636F8BC4A2... _____

Name: Monica Martinez
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)