

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (“First Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “Government”) and **REGENTS OF THE UNIVERSITY OF COLORADO**, a body corporate and a State-supported institution of higher education, for and on behalf of **THE UNIVERSITY OF COLORADO DENVER** formerly the **University of Colorado Denver | Anschutz Medical Campus, whose address is 1380 Lawrence Street Denver, Colorado 80204** (“Tenant”). The City and Tenant shall each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the parties entered into a Lease Agreement dated February 2, 2018 (City Clerk File No. 201736895-00) for Tenant to lease space owned by the City located at the Denver Performing Arts Complex (“DPAC”), including but not limited to Space 2C at 1315 Curtis Street, Denver, Colorado (“Agreement”); and

WHEREAS, the Agreement will expire by its terms on January 31, 2023, and rather than enter into a new agreement, the parties wish to extend the term of the Agreement as set forth below.

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

1. The definition for the term “**Term**” under Article 3 of the Agreement is deleted in its entirety and amended to read as follows:

“3. **TERM**: The term of this Lease shall begin on February 1, 2018 (the “Delivery Date”), and it shall terminate on January 31, 2028 (the “Term”). Notwithstanding the forgoing, Tenant may terminate the Lease with sixty (60) days written notice to the City, with or without cause, and the City may terminate the Lease with sixty (60) days written notice to Tenant, with or without cause.”

2. The definition for the term “**Rent**” under Article 4 of the Agreement is deleted in its entirety and amended to read as follows:

Rent shall be paid by Tenant at the start of the new term in the amount of ten dollars (\$10.00) for the term. Rent should be payable to Manager of Finance and delivered to:

City and County of Denver,
Division of Real Estate,
201 W Colfax Ave, Dept 1010
Denver CO 80202

In addition to the foregoing, at such time that the City Assessor assesses a Possessory Interest or other related tax to the Leased Premises, Tenant shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Tenant's operations, occupancy, or conduct of business at the Leased Premises, resulting from Tenant's occupation or subletting of the Leased Premises, or upon Tenant's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises. Such taxes include any Possessory Interest taxes resulting from this Lease or a sublease of the Leased Premises.

3. Article 18 of the Agreement is deleted in its entirety and amended to read as follows:

18. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, the Subrecipient may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.

4. The following Article 40 is added to the Agreement and reads as follows:

NOMINAL LEASE REPORTING. Tenant must submit a report annually (within 60 days of the end of each calendar year) to the City and County of Denver Director of Real Estate as justification for the public purpose of the Agreement. In a short report of one or two pages, the Tenant must address (a) the continued public purpose and benefit to the City of Tenant's operations on the leased property; (b) description

of Tenant's use of the property during the past calendar year; and (c) Operational and Program Plans for the current year.

5. Except as herein amended, the Agreement is revived, affirmed and ratified in each and every particular.
6. This First 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 if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: FINAN-202266186-01 (Alfresco 201736895-01)
Contractor Name: REGENTS OF THE UNIVERSITY OF COLORADO

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-202266186-01 (Alfresco 201736895-01)
REGENTS OF THE UNIVERSITY OF COLORADO

TENANT
Regents of the University of Colorado, a body corporate and State-supported institution of higher education, for and on behalf of the University of Colorado Denver

DocuSigned by:
Jennifer Sobanet
By: _____
7775CEDCF5247A...
Jennifer Sobanet
Executive Vice Chancellor

Date: 1/5/2023 | 3:44 PM PST

REAL ESTATE PROGRAMS

STATE OF COLORADO
Jared S. Polis , Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, For the Executive Director

DocuSigned by:
Melissa Lemieux
By: _____
A0E551F84DAA44C...

Date: 1/5/2023 | 12:34 PM PST

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO
Jared S. Polis , Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
For the Executive Director

By: _____
State Risk Manager

Date: _____

LEGAL REVIEW

DEPARTMENT OF LAW
Philip J. Weiser, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

DocuSigned by:
Chris Puckett
By: _____
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Date: 1/5/2023 | 9:58 AM MST

ALL CONTRACTS MUST BE APPROVED BY THE UNIVERSITY CONTROLLER:

This contract is not valid until the University Controller, or such assistant as may be delegated, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the University of Colorado may not be obligated to pay for the goods and/or services provided.

STATE OF COLORADO
Jared S. Polis, Governor
ASSISTANT VICE PRESIDENT/UNIVERSITY CONTROLLER
ROBERT C. KUEHLER

DocuSigned by:
Thomas Keith
By: _____
31GE31FE479448E...

Amy Gannon
Associate Vice Chancellor for Financial Services and Controller or Delegate

Date: 1/9/2023 | 9:32 AM MST