

## **AMENDATORY AGREEMENT**

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **BANC OF AMERICA PUBLIC CAPITAL CORP** ("Lessor"), a wholly owned subsidiary of **BANK OF AMERICA, N.A.**, and a Kansas corporation, as lessor dated as of November 1, 2017.

### **W I T N E S S E T H:**

**WHEREAS**, the City and the Lessor previously entered into that certain Equipment Lease Purchase Agreement ("Lease") dated May 30, 2014 relating to the lease purchase of certain Equipment as defined in the Lease to be used on City owned Golf Courses; and

**WHEREAS**, impending construction and temporary closure related to the construction on City Park Golf Course means certain Equipment will not be needed by the City; and

**WHEREAS**, the City and the Lessor have agreed to allow the City to purchase the Equipment at City Park Golf Course only on November 1, 2017 for \$45,677.69 with the remaining Equipment to continue to be subject to the terms of the Lease;

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

1. The Lease is hereby amended by (a) deleting Exhibit C Lease Term and Rental Payments/Purchase Price Schedule in its entirety and replacing it with the Exhibit C-1 Lease Term and Rental Payments/Purchase Price Schedule that is attached hereto and incorporated herein as Exhibit C-1 and (b) changing all references in the Lease from "Exhibit C" to "Exhibit C-1".

2. The Lease is hereby amended by (a) deleting Exhibit D Form of Release and Conveyance in its entirety and replacing it with the Exhibit D-1 Form of Releases and Conveyances that is attached hereto and incorporated herein as Exhibit D-1 and (b) changing all references in the Lease from "Exhibit D" to "Exhibit D-1"

3. It is the intention of the City and Lessor that, upon execution, this Amendment shall constitute a part of the Lease. Except as herein amended, the Lease is affirmed and ratified in each and every particular. To the extent that the provisions of this Amendment conflict with the

provisions of the Lease, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Lease.

*Remainder of page left intentionally blank.*

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: FINAN-201416078-01

Contractor Name: BANC OF AMERICA PUBLIC CAPITAL CORP

By: Bridgett Arnold

Name: Bridgett Arnold  
(please print)

Title: Authorized Agent  
(please print)

ATTEST: [if required]

By: Eileen Harwell

Name: Eileen Harwell  
(please print)

Title: Authorized Agent  
(please print)



Contract Control Number: FINAN-201416078-01

Contractor Name: BANC OF AMERICA PUBLIC CAPITAL CORP

By: Bridgett Arnold

Name: Bridgett Arnold  
(please print)

Title: Authorized Agent  
(please print)

ATTEST: [if required]

By: Eileen Harwell

Name: Eileen HARWELL  
(please print)

Title: Authorized Agent  
(please print)



## EXHIBIT C-1

### LEASE TERM AND RENTAL PAYMENTS/PURCHASE PRICE SCHEDULE

#### Lease Term

The term of this Lease shall begin on the Commencement Date and shall expire on December 31, 2014, subject to the unilateral option of the City to renew for up to four (4) additional one year terms. The first Renewal Term shall be from January 1, 2015, to December 31, 2015; the second Renewal Term shall be from January 1, 2016, to December 31, 2016; the third Renewal Term shall be from January 1, 2017, to December 31, 2017; and the fourth Renewal Term shall be from January 1, 2018, to December 31, 2018. Such options shall be exercised by the action of the City Council in effecting Appropriations of funds for the Rental Payments due in the Original Term and subsequently, each Renewal Term. If such Appropriation of funds for any Renewal Term is not made for a future Fiscal Year, the City will be deemed to have thereby failed to exercise its option to renew this Lease for such Fiscal Year, and the Lessor's sole remedy shall be the return of the Equipment to the Lessor at the expiration of the then current term.

#### Rental Payments/Purchase Price Schedule

##### Golf Carts and Turf Equipment Capital Lease Purchase

Payment Dates	Interest Rate	Principal	Interest	Total Lease Payment	Purchase Price**
7/1/2014	1.38%	\$359,410.09	\$2,087.73	\$361,497.82	\$1,397,448.92
7/1/2015	1.38%	\$342,213.02	\$19,284.80	\$361,497.82	\$1,055,235.90
7/1/2016	1.38%	\$346,935.56	\$14,562.26	\$361,497.82	\$708,300.34
7/1/2017	1.38%	\$351,723.28	\$9,774.54	\$361,497.82	\$356,577.06
11/1/2017	1.38%	\$45,463.33	\$214.36	\$45,677.69	\$311,113.73***
7/1/2018	1.38%	\$311,113.73	\$4,293.37	\$315,407.10	\$0.00
<b>Total</b>		<b>\$1,756,859.01</b>	<b>\$50,217.06</b>	<b>\$1,807,076.07</b>	

\*\* The Purchase Price is in addition to all Rental Payments (including the Rental Payment shown on the same line as the Purchase Price on any particular Payment Date) due on the related Payment Date. Prepayment can be made on or after May 30, 2016.

*\*\*\* The Purchase Price of \$45,677.69 will be paid to purchase all Equipment listed in Exhibit A, Item 7 and Item 8 on November 1, 2017. Remaining Items 1-6 and Item 9 may be purchased for \$311,113.73.*

**EXHIBIT D-1**

**FORM OF RELEASES AND CONVEYANCES**

**RELEASE AND CONVEYANCE No. 1  
(Equipment Lease Purchase Agreement Dated May 20, 2014))**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ ("\_\_\_\_\_"), for good and valuable consideration to it in hand paid, at or before the ensembling or delivery of these presents, by the City and County of Denver, Colorado (the "City"), the receipt of which is hereby acknowledged, has released, assigned, transferred, granted and conveyed, and by these presents does release, assign, transfer, grant and convey unto the City, all of its interests, including legal title, in the following property to wit:

*All of the property identified on Appendix I attached hereto and hereby made a part hereof and the related Equipment Lease Purchase Agreement entered into between Banc Of America Public Capital Corp, as lessor, and the City, as lessee.*

TO HAVE AND TO HOLD the same unto the City, forever.

IN WITNESS WHEREOF, \_\_\_\_\_ has executed this Release and Conveyance as of the \_\_\_ day of November, 2017.

\_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPENDIX I  
(TO RELEASE AND CONVEYANCE)**

**DESCRIPTION OF PROPERTY  
RELEASE AND CONVEYANCE**

- 69     2015 TXT Electric Golf Carts
  
- 2     2014 TXT Gas Golf Carts
  
- 1     Toro ProCore 648 walk greens aereator

**RELEASE AND CONVEYANCE No. 2**  
**(Equipment Lease Purchase Agreement Dated May 20, 2014))**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ ("\_\_\_\_\_"), for good and valuable consideration to it in hand paid, at or before the ensealing or delivery of these presents, by the City and County of Denver, Colorado (the "City"), the receipt of which is hereby acknowledged, has released, assigned, transferred, granted and conveyed, and by these presents does release, assign, transfer, grant and convey unto the City, all of its interests, including legal title, in the following property to wit:

*All of the property identified on Appendix II attached hereto and hereby made a part hereof and the related Equipment Lease Purchase Agreement entered into between Banc Of America Public Capital Corp, as lessor, and the City, as lessee.*

TO HAVE AND TO HOLD the same unto the City, forever.

IN WITNESS WHEREOF, \_\_\_\_\_ has executed this Release and Conveyance as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPENDIX II**  
**(RELEASE AND CONVEYANCE No.2)**

**DESCRIPTION OF PROPERTY**  
**RELEASE AND CONVEYANCE**

- 214 2015 TXT Electric Golf Carts
  
- 189 2014 TXT Gas Golf Carts
  
- 1 Jacobsen Lf550 4wd. Turbo,7bld. Reels,Rear Roller Brushes
  
- 1 R311t 11 Ft Rotary Rough Mower
  
- 3 Eclipse 322 Gas Hybrid W/ 11 Bld. Reels & Segmented Rollers
  
- 3 Extra 11 Bld. Cutting Units W/ Segmented Rollers
  
- 1 Eclipse 322 Gas Hybrid , 9 Bld. Reels W Gr. Rollers
  
- 1 Cushman Truckster Gas/ W 47" Steel Bed, Hi-Flo Hyd.Receiver
  
- 1 Turfco Truck Mount Top Dresser For Cushman
  
- 1 Jacobsen Three Deck Rotary Trim Mower
  
- 3 Cushman Hauler 1200x Utility Vehicle W/ Canopy
  
- 1 Smithco Superstar W/ Rear Rake/Flex Brush & Rbs Spiker
  
- 2 Smithco Ultra Roller
  
- 1 Smithco 200g. Sprayer, Diesel W/ 18.5 Super Boom,  
Tank Rinsing Device, Manual Rew. Reel W/ 200' Of 1/2" Hose  
With Male & Female Fittings
  
- 2 Canopy For Fairway Mower & Rough Mower
  
- 1 Spraytek Ds300 ,Diesel 4speed Manual Transmission  
Elec. Control, Elec.Acctuators,Deluxe Spray Boom  
Manual Rew. Reel w/ 150' Hose, Spray Gun
  
- 1 A770 Bobcat All-Wheel Steer Loader (iT4)