

**SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”)** 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 **PRRC LLC**, a Colorado limited liability company (“Lessee”) (collectively “Parties”).

**WITNESSETH:**

**WHEREAS**, City and Lessee are parties to a Lease Agreement dated March 31, 2021, as amended by Amendment to Lease Agreement dated April 7, 2022 (the “Lease”) whereby the City leased to Lessee certain real property located at 3300 N. Kalamath Street, Denver, Colorado; and

**WHEREAS**, the Parties wish to, among other things, modify the Rent Commencement Date.

**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 Lease, unless otherwise defined herein.

2. Rent: Section 5 of the Lease, entitled “**RENT**”, is amended by deleting in its entirety the first sentence contained therein and replacing it with the following sentence:

“Rent shall commence on the earlier of: a) the completion of Lessee’s Improvements as specified in Section 9; or b) July 1, 2022 (the “Rent Commencement Date”).”

3. Right to Alter Time for Performance: Section 42 is hereby added to the Lease to read as follows:

“42. **RIGHT TO ALTER TIME FOR PERFORMANCE**. The Parties may alter any time for performance set forth in this Lease by a letter signed by the Director, Division of Real Estate for the City and an authorized representative of Lessee.”

4. Prior Amendment Void Ab Initio. The Parties acknowledge and agree that the Amendment to Lease Agreement dated April 7, 2022 (“Void Amendment”), shall be null and void and of no further effect, as a result of Lessee not signing the document. The Void Amendment is hereby deemed to be void ab initio – it being the intent of the Parties that this Second Amendment shall replace and supersede the Void Amendment in its entirety.

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

6. 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 if required by Charter, approved by the City Council.

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

**Contract Control Number:** FINAN-202157861-02  
**Contractor Name:** PRRC 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-202157861-02  
PRRC LLC

By: DocuSigned by:  
*Philip C Hodgkinson*  
BBB2BBA637D74B9...

Name: Philip C Hodgkinson  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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