

## AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of SEPTEMBER, 2011, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Lessee") and **DECATUR PLACE**, a Nebraska non-profit corporation (dba Decatur Place Apartments), whose address is 1155 Decatur Street, Denver, Colorado 80204, (the "Lessor").

### WITNESSETH:

**WHEREAS**, Lessor is the owner of certain property located at approximately 2880 Holden Place, Denver, Colorado, 80204 (the "Property"); and

**WHEREAS**, the City, in a Lease Agreement dated July 24, 2007, leased a portion of said property from Lessor, a non-profit corporation, for use as offices for a Temporary Assistance for Needy Families (TANF) site; and

**WHEREAS**, the City now desires to revive and amend the Lease to extend the term and add additional compensation.

**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," shall be modified to extend the term of the Lease through May 31, 2014, such that the entire term of the Lease shall be from June 1, 2007 through May 31, 2014.
2. That Section 3 of the Lease, entitled "RENT," is amended to add compensation, such that the rent, including the services set forth in Section 13 of the original Lease, shall be a maximum contract amount of Seven Hundred Ten Thousand Dollars (\$710,000.00). The rent for the term of the lease from June 1, 2011 through May 31, 2013 shall not exceed Two Hundred Five Thousand Dollars (\$205,000.00), payable in monthly installments of Eight Thousand Five Hundred Forty-One and 67/100 Dollars (\$8,541.67). The rent for the term from June 1, 2013 through May 31, 2014 shall not exceed One Hundred Five Thousand Dollars (\$105,000.00), payable in monthly installments of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00).
3. That the Lease is amended to include the following Section as Section 3(d):

"The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. That the Lease is amended to include the following Section:

**"ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original."

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE73042

Vendor Name: MERCY HOUSING SOUTHWEST  
MANAGING MEMBER OF DECATUR PLACE

By: [Signature]

Name: Jennifer Erickson  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

By: [Signature]

Name: DANIEL S. S. S.  
(please print)

Title: SA ASSES Mgr  
(please print)



