

SECOND AMENDATORY LEASE AGREEMENT

This **SECOND AMENDATORY LEASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City” or “Lessor”), and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (“DHHA” or “Lessee”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated October 30, 2015, and an Amendatory Agreement dated August 8, 2022 (collectively, the “Lease Agreement”) to lease a portion of 12025 E. 45th Avenue.

WHEREAS, the City is the owner of certain property located at 12025 E. 45th Avenue, Denver, Colorado, the location of the 911 communications center; and

WHEREAS, DHHA desires to co-locate its dispatchers by leasing space in the 911 communications center; and

WHEREAS, the Parties wish to modify the Lease Agreement rent terms as set forth below.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement, titled “**RENT**.” is amended by deleting and replacing it with the following:

“**4. RENT**: Rent shall be paid by Lessee monthly to the City, or to another party as otherwise specified by the City to receive Rents on its behalf. If the City specifies another party to receive Rent, Lessee will be given written notice of such change no less than seven (7) days prior to the next succeeding Rent due date so that Lessee is allowed time sufficient to deliver Rents on or before the due date. Rent payable monthly by Lessee shall be:

Monthly Rent years 1 – 7: \$13,308.12 per month

Monthly Base Rent years 8 – 10: \$1,856.75 per month

Total Contract Amount (including Operating Expenses): \$1,561,690.77*

[*The City will waive rent for the 12 months of June 2023 through May 2024 (the “Adjustment Period”). The Rent waived for this Adjustment Period equals \$159,697.44. Rent payments will resume in June 2024. Operating expenses are not included in this waiver.]

Rent in years 1 through 7 is calculated to pay for City-provided tenant improvements estimated at \$1,013,981.12 amortized over 7 years at 2.5% interest. Lessee shall have the right to pre-pay the remaining principal balance of the tenant improvement costs early in accordance with the amortization schedule attached as **Exhibit B-1**, in which case Monthly Rent will be considered paid in full through the end of year 7. Lessee shall pay the Monthly Base Rent for Years 8 -10 of the ten-year Lease Term. In addition to the foregoing, if the City Assessor assesses a Possessory Interest or other tax related to the Leased Premises, Lessee shall pay before delinquent any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, resulting from Lessee's occupation or subletting of the Leased Premises, or upon Lessee'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.”

2. Section 19 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is hereby deleted in its entirety and replaced with:

“**19. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, DHHA 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. DHHA shall insert the foregoing provision in all subcontracts.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Second Amendatory Lease Agreement 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.

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

Contract Control Number:
Contractor Name:

FINAN-202263654-02 / FINAN-201524311-02
DENVER HEALTH AND HOSPITAL AUTHORITY

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

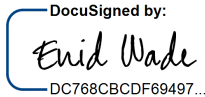
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202263654-02 / FINAN-201524311-02
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____

Name: Enid wade
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)