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COMMERCE CITY FINANCE AUTHORITY,  
AS LESSOR  
  
and  
  
CITY OF COMMERCE CITY, COLORADO,  
AS LESSEE

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FIRST AMENDMENT TO MASTER LEASE PURCHASE AGREEMENT

AUGUST 15, 2015

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This First Amendment to Master Lease Purchase Agreement amends and supplements the Lease Purchase Agreement between Commerce City Finance Authority, as lessor, and the City of Commerce City, Colorado, as lessee, dated as of May 1, 2006, which was recorded with the Adams County Clerk and Recorder on May 23, 2006, at Reception No. 20060523000528870.

The interest of the Commerce City Finance Authority in this First Amendment to Master Lease Purchase Agreement has been assigned to U.S. Bank, National Association, as trustee under the Mortgage and Indenture of Trust dated as of May 1, 2006, between Commerce City Finance Authority and the Trustee, and is subject to the security interest of the Trustee.

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After this instrument has been recorded, please return to:

Kimberley Crawford, Esq.  
Butler Snow LLP  
1801 California Street, Suite 5100  
Denver, Colorado 80202

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Master Lease Purchase Agreement is exempt from the documentary fee.

## FIRST AMENDMENT TO MASTER LEASE PURCHASE AGREEMENT

FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT dated as of August 15, 2015 (the "First Lease Amendment") which amends the Master Lease Purchase Agreement dated as of May 1, 2006 (the "2006 Lease" and as hereby amended, the "Lease"), by and between COMMERCE CITY FINANCE AUTHORITY, as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Colorado (the "Authority"), and the CITY OF COMMERCE CITY, COLORADO, as lessee hereunder, a home rule municipality and political subdivision of the State of Colorado (the "State") organized and existing under a home rule charter (the "Charter") pursuant to Article XX of the Constitution of the State (the "City").

### WITNESSETH:

WHEREAS, the City of Commerce City, Colorado (the "City") is a home rule municipality and political subdivision of the State of Colorado (the "State") organized and existing under a home rule charter (the "Charter") pursuant to Article XX of the Constitution of the State; and

WHEREAS, the Authority is a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Colorado, and is duly qualified to do business in the State of Colorado, and under its articles and bylaws the Authority is authorized to own and hold real and personal property and to lease the same as lessor or as lessee and to act in the manner contemplated in the Lease; and

WHEREAS, the City and the Authority have previously entered into the 2006 Lease whereby the City has leased from the Authority certain real property as described in **Exhibit B** to the 2006 Lease and the buildings located thereon (collectively, the "2006 Leased Property").

WHEREAS, pursuant to that certain Mortgage and Indenture of Trust dated as of May 1, 2006 (the "2006 Indenture") between the Authority and U.S. Bank National Association as trustee, the Authority assigned its rights, title and interest in, to and under the 2006 Lease (with certain exceptions as therein provided) to the Trustee; and

WHEREAS, pursuant to Section 11.5 of the 2006 Lease, the Authority and Trustee, shall release portions of the 2006 Leased Property identified in the 2006 Lease as Lot A and Lot B to the City, and shall execute all documents necessary or appropriate to convey the same to the City, free and clear of all restrictions and encumbrances imposed or created by the 2006 Lease or the 2006 Indenture, upon receipt by the Trustee of (a) a written request of the City Representative of such release, identifying which of Lot A or Lot B or both, are to be released; and (b) a certificate of the City Representative addressed to the Trustee and Ambac Assurance Corporation (the "Insurer") certifying that the fair value of the remaining Leased Property is a least equal to 90% in aggregate amount of Certificates (as defined in the 2006 Indenture) outstanding; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its inhabitants and taxpayers that portions of Lot A and Lot B be released back to the City; and

WHEREAS, the City Representative has presented the Trustee and the Insurer with the appropriate certificates and documents to effect such partial release; and

WHEREAS, pursuant to Section 9.04 of the 2006 Indenture, the 2006 Lease may be amended without consent of or notice to the Participants (as defined in the 2006 Indenture), in order to more precisely identify the 2006 Leased Property, including the release of certain sites, buildings and equipment pursuant to Section 11.5 of the 2006 Lease; and

WHEREAS, the Council has determined and hereby determines that the portion of the 2006 Leased Property be released, and that it is in the best interests of the City and its residents and taxpayers that the City and the Authority execute and deliver this First Lease Amendment to amend the description of the 2006 Leased Property as described in **Exhibit B** to the 2006 Lease; and

WHEREAS, no Lease Event of Default or Event of Nonappropriation has occurred and is continuing; and

WHEREAS, the Board of Directors of the Authority has by resolution authorized, approved and directed the execution, delivery and performance by the Authority of this First Lease Amendment; and

WHEREAS, the City Council has adopted an ordinance authorizing and approving the execution, delivery and performance of this First Lease Amendment by the City; and

WHEREAS, the Trustee has given its written consent to the execution and delivery of this First Lease Amendment pursuant to the requirements of the 2006 Indenture.

NOW THEREFORE, for and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND APPLICABILITY

Section 1.1. Definitions Generally. All capitalized words and phrases in this First Lease Amendment not otherwise defined herein shall have the respective meanings set forth in the 2006 Lease, unless the context otherwise requires.

Section 1.2. First Lease Amendment. This First Lease Amendment amends and supplements the Lease and is entered into in accordance with the provisions of the Lease and the Indenture.

Section 1.3. Applicability of 2006 Lease. Except as otherwise provided in this First Lease Amendment, the provisions of the 2006 Lease shall apply to this First Lease Amendment as set forth therein.

## ARTICLE II

### AMENDMENTS TO LEASE

Section 2.1. Amendment to Lease Exhibit B. Exhibit B to the Lease, setting forth the description of the Authority Owned Sties, is hereby amended as set forth in Appendix A to this First Lease Amendment.

## ARTICLE III

### MISCELLANEOUS

Section 3.1. Execution in Counterparts. This First Lease Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 3.2. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Lease Amendment.

IN WITNESS WHEREOF, the Authority has caused this First Lease Amendment to be executed in its corporate name and the seal of the Authority to be affixed hereto and attested by its duly authorized officers; and the City has caused this First Lease Amendment to be executed in its name and the seal of the City to be affixed hereto and attested by its duly authorized officers. All of the above are effective as of the date first above written.

(SEAL)

COMMERCE CITY FINANCE  
AUTHORITY,  
as Lessor

Attest:

\_\_\_\_\_  
Roger Tinklenberg, Secretary

By \_\_\_\_\_  
Tilman Adair, President

(SEAL)

CITY OF COMMERCE CITY, COLORADO,  
as Lessee

Attest:

\_\_\_\_\_  
Laura J. Bauer, CMC, City Clerk

By \_\_\_\_\_  
Sean Ford, Mayor

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2015, by Tilman Adair and Roger Tinklenberg, as President and Secretary respectively of the Commerce City Finance Authority, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Notary Public

(SEAL)

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

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STATE OF COLORADO )  
 ) SS.  
ADAMS COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2015, by Sean Ford and Laura J. Bauer, as Mayor and City Clerk respectively of the City of Commerce City, Colorado, a Colorado municipal corporation.

WITNESS my hand and official seal.

Notary Public

(SEAL)

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

## CONSENT OF TRUSTEE

As evidenced by the signature below, **U.S. BANK NATIONAL ASSOCIATION**, as the Trustee under that certain Mortgage and Indenture of Trust dated as of May 1, 2006, hereby consents to the release of a portion of the Leased Property pursuant to Section 11.5 of that certain Master Lease Purchase Agreement dated as of May 1, 2006, between the Commerce City Finance Authority and the City of Commerce City, Colorado, and consent to the execution and delivery of the First Amendment to accomplish the same.

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Title: Assistant Vice President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing signature was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Jennifer Petrino, as Assistant Vice President, of U.S. Bank National Association, Denver, Colorado.

WITNESS my hand and official seal.

Notary Public

(SEAL)

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

## **APPENDIX A TO FIRST LEASE AMENDMENT**

### **EXHIBIT B TO LEASE**

Exhibit B to the Lease shall be amended to read as follows:

#### **DESCRIPTION OF THE AUTHORITY OWNED SITES**

##### **PART I (2006):**

LOT 1, BLOCK 2, PRAIRIE GATEWAY FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO

##### **Lot A of the 2006 Site:**

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF COMMERCE CITY, BEING THE OWNER OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 PRAIRIE GATEWAY SUBDIVISION; THENCE NORTH 00°19'46" WEST, A DISTANCE OF 166.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'46" WEST, A DISTANCE OF 581.53 FEET TO A POINT OF A TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 264.00 FEET, A CENTRAL ANGLE OF 50°09'00" AND AN ARC LENGTH OF 231.07 FEET TO A POINT OF TANGENT; THENCE TANGENT TO SAID CURVE NORTH 49°49'14" EAST A DISTANCE OF 104.60 FEET; THENCE SOUTH 80°47'49" EAST A DISTANCE OF 32.44 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE COUNTER CLOCKWISE ALONG SAID CURVE WHOSE CHORD BEARS SOUTH 47°55'21" EAST A DISTANCE OF 345.20 FEET HAVING A RADIUS OF 1728.00 FEET, A CENTRAL ANGLE OF 11°27'54" A DISTANCE OF 345.78 FEET TO A POINT; THENCE NON-TANGENT AND NON-RADIAL TO SAID CURVE SOUTH 35°07'00" WEST A DISTANCE OF 75.45 FEET TO A POINT OF A TANGENT CURVE TO THE LEFT, A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 64°06'11" AND AN ARC LENGTH OF 108.52 FEET TO A POINT; THENCE SOUTH 47°10'14" WEST A DISTANCE OF 366.77 FEET; THENCE SOUTH 00°19'46" EAST A DISTANCE OF 201.01 FEET; THENCE SOUTH 89°40'14" WEST A DISTANCE OF 142.20 FEET TO THE POINT OF BEGINNING. CONTAINING 228,069.60 SQUARE FEET OR 5.24 ACRES, MORE OR LESS.

##### **Lot B of the 2006 Site:**

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF COMMERCE CITY, BEING THE OWNER OF THAT PART OF THE NORTHWEST ¼ OF SECTION 9,



TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 PRAIRIE GATEWAY SUBDIVISION; THENCE NORTH 00°19'46" WEST 125.00 FEET; THENCE NORTH 89°40'14" EAST A DISTANCE OF 365.00 FEET; THENCE SOUTH 00°19'46" EAST A DISTANCE OF 146.40 FEET; THENCE SOUTH 89°40'14" WEST A DISTANCE OF 343.60 FEET; THENCE NORTH 45°19'46" WEST A DISTANCE OF 30.27 FEET TO THE POINT OF BEGINNING. CONTAINING 53,207.71 SQUARE FEET OR 1.22 ACRES, MORE OR LESS.

BUT SPECIFICALLY EXCLUDING THE FOLLOWING:

### SACFD COMMERCE CITY – ADMIN BUILDING

A PARCEL OF LAND FOR A FUTURE PLATTED LOT SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO, AND BEING A PORTION OF LOT 1, BLOCK 2, PRAIRIE GATEWAY SUBDIVISION FILING NO. 1 RECORDED AUGUST 25, 2005 AT RECEPTION NUMBER 20050825000917680 IN THE RECORDS OF ADAMS COUNTY, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1, BLOCK 2, AND CONSIDERING THE WESTERLY LINE OF SAID LOT 1, BLOCK 2 TO HAVE AN ASSUMED BEARING OF NORTH 00°19'46" WEST, (THE ENDS OF SAID LINE BEING MARKED BY A FOUND NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED LS 34977) AS SHOWN ON THE PLAT THEREOF, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°19'46" WEST, A DISTANCE OF 165.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°19'46" WEST, A DISTANCE OF 254.50 FEET;

THENCE SOUTH 66°18'43" EAST, A DISTANCE OF 154.06 FEET;

THENCE SOUTH 00°17'17" EAST, A DISTANCE OF 192.49 FEET;

THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 140.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,435 SQ. FT. (0.72 ACRES), MORE OR LESS.

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