

FIRST AMENDMENT TO COMMERCIAL LEASE

This FIRST AMENDMENT TO THE LEASE AGREEMENT (“First Amendment”) is made and entered into this ____ day of _____, 2025, by and between the City of Commerce City (“Landlord”), a Colorado home-rule municipality, whose address is 7887 East 60th Avenue, Commerce City; and Benefits in Action (“Tenant”), a Colorado nonprofit organization, whose address is 12157 West Cedar Drive, Suite 100, Lakewood. Tenant and Landlord may be referred to individually as the “Party” and collectively as “the Parties.”

RECITALS

WHEREAS LANDLORD and TENANT entered into a lease agreement (the “Lease”) beginning in November, 2024 for approximately 220 rentable square feet, consisting of Suite 500 located at 7190 Colorado Blvd (the “Premises”), and;

WHEREAS, LANDLORD and TENANT now desire to amend what space is defined as the Premises;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, LANDLORD and TENANT hereby amend the Lease as follows.

ARTICLE I **AMENDMENT TO THE AGREEMENT**

1.01 1.01 Section 3 of the Lease is hereby deleted and replaced with the following:

Premises: Landlord is the owner of certain real property commonly known as 7190 Colorado Blvd., Suite 500, and consisting of approximately sixty-four (64) rentable square feet within that suite (the “**Premises**”), legally described in Exhibit A, attached hereto and incorporated herein by reference. The Premises is located within a six-story office building, commonly known as Adams Tower, and the Parking Lot (the “**Property**”), which is encumbered by that certain Declaration of Condominium for South Platte Crossing, recorded on December 7, 2018, at reception No. 2018000098209 in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time (the “**Declaration**”), which among other things, formed the South Platte Crossing Condominium Association, Inc. a Colorado nonprofit corporation (the “**Association**”). Tenant hereby acknowledges and agrees that it has been provided with a complete copy of the declaration.

- a. Tenant may be permitted to use certain rooms operated by Landlord, that are located outside the Premises. Tenant shall first obtain written permission from Landlord, to use any rooms that are not located within the Premises, seven (7)

days before the use begins.

1.02 The Parties agree that the Exhibit A attached to the Lease is hereby replaced with Exhibit A-1, attached hereto and incorporated herein. Any reference in the Lease to Exhibit A will be understood to be referencing Exhibit A-1.

ARTICLE II

OTHER TERMS AND CONDITIONS

2.01 The Recitals beginning on page 1 of this First Amendment are hereby incorporated by reference as if fully set forth herein. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Lease unless modified herein.

2.02 Except as modified by this First Amendment, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

2.03 The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment on behalf of the parties and to bind the parties to its terms.

2.04 This Agreement First Amendment may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

{The remainder of this section is left intentionally blank}

CIT OF COMMERCE CITY

BENEFITS IN ACTION

By: _____
STEVEN DOUGLAS
Mayor

By: _____

APPROVED AS TO LEGAL FORM:

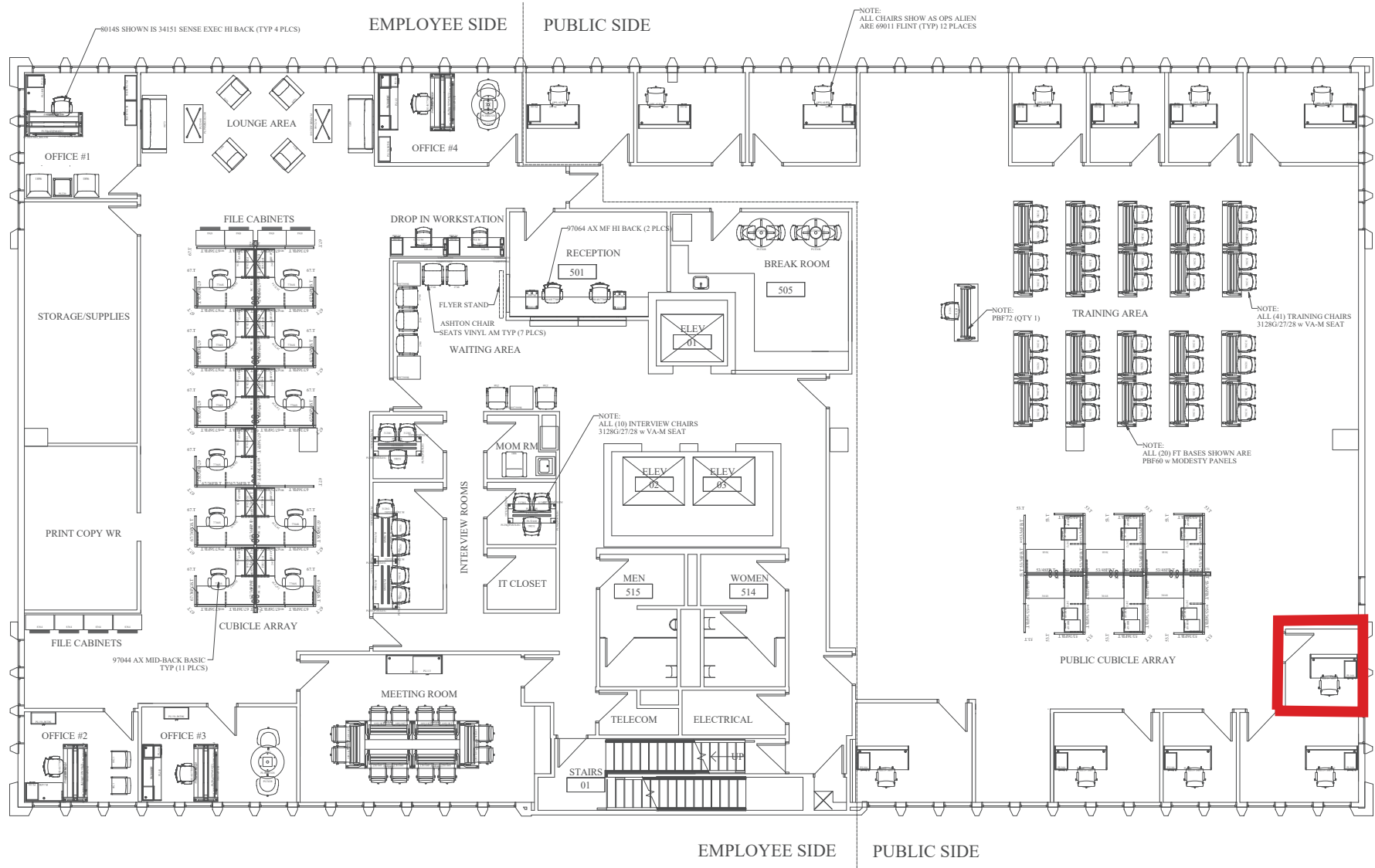
Title: _____

By: _____
Genevieve "Jean" Gill
Assistant City Attorney

ATTESTED BY:

By: _____
DYLAN GIBSON
City Clerk

Exhibit A-1



COMMERCE CITY COLORADO BLVD 5th FLOOR SPACE PLAN V3 5-24-2024

Will Garth - OFFICEFURNITURE EZ