

FIRST AMENDMENT TO BUILDING SITE LEASE

This First Amendment to Building Site Lease ("Amendment") is dated effective July 29, 2019 by and between HEALTH SERVICES DISTRICT OF NORTHERN LARIMER COUNTY d/b/a HEATH DISTRICT OF NORTHERN LARIMER COUNTY, a Colorado health services district and successor to Poudre Health Services District, ("Landlord"), POUUDRE VALLEY HEALTH CARE, INC., d/b/a POUUDRE VALLEY HEALTHCARE SYSTEM, a Colorado nonprofit corporation ("Tenant"), and HARMONY VALLEY CONDOMINIUM ASSOCIATION, a Colorado nonprofit (the "Association"). Landlord, Tenant, and the Association are each a "Party" and are collectively the "Parties."

RECITALS

A. Landlord and Tenant are parties to that certain Building Site Lease dated October 27, 1999, a memorandum of which was recorded June 30, 2000 at Reception No. 2000044117 in the records of the Clerk and Recorder of Larimer County (the "Lease");

B. Capitalized terms used in this Amendment which are not defined herein shall have the meaning ascribed to such term in the Lease;

C. Tenant established a non-residential condominium on the Building Site for the ownership and operation of condominium units. The Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums was recorded in the records of the Clerk and Recorder of Larimer County, Colorado on June 30, 2000, at Reception No. 2000044119 and affects the Building Site; and the Declaration was amended on March 25, 2002, by that Certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums, and on April 8, 2003 by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Valley Condominiums (collectively, the "Condominium Declaration"), all terms incorporated herein by reference;

D. The Parties wish to amend the initial Term of the Lease;

E. Section 13.17 of the Lease provides that the Lease may be amended as provided therein;

F. Landlord, Tenant, and the Association have approved, and consent to, this Amendment pursuant to the terms and conditions contained herein;

G. As such, the Parties desire to amend the Lease and amend certain terms and conditions of the Lease as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby agreed upon and acknowledged, the Parties agree as follows:

1. Amendments to Lease.

- a. Section 2.02. Section 2.02 is hereby amended to read as follows:

This Lease shall be for a term commencing on the date of this Lease and ending on April 30, 2062 (the “Term”), unless this Lease is sooner terminated pursuant to this Lease or unless this Lease is extended or modified either (i) in the manner set forth in Section 19.04. of the Condominium Declaration, which Section 19.04 is expressly adopted and incorporated herein or (ii) by mutual agreement of parties hereto.

- b. Section 9.01. Section 9.01 is hereby amended by the replacement of “May 1, 2044” with “May 1, 2062” in two places and the deletion of the parenthetical thereafter in each instance.

2. Base Rent. It is the intent of the Parties that the amount of Base Rent set forth in Section 3.01 of the Lease remain in effect through the Term expiring April 30, 2062.

3. Validity of Lease. Except as expressly amended and modified herein, all of the terms and conditions of the Lease shall remain the same, and the validity of the Lease as so amended, is hereby ratified and affirmed by the Parties. To the extent the terms and conditions of the Lease are inconsistent with this Amendment, the terms and conditions of this Amendment shall apply.

4. No Adverse Effect. The Association agrees that this Amendment does not materially or adversely affect the property rights of the Condominium Unit Owners.

5. Binding Effect. This Amendment shall be binding upon the Parties and upon their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts; when so executed, all of such counterparts shall constitute a single instrument binding upon all Parties hereto, notwithstanding the fact that all Parties are not signatory to the original or to the same counterpart.

[Signatures appear on the following pages.]

LANDLORD:

HEATH SERVICES DISTRICT OF NORTHERN
LARIMER COUNTY, a Colorado health service
district

By: Carol A. Plock
Carol A. Plock, Executive Director

TENANT:

POUDRE VALLEY HEALTH CARE, INC.,
a Colorado nonprofit corporation
d/b/a POUDRE VALLEY HEALTH CARE
SYSTEM

By: _____
C. Daniel Rieber, Senior Vice President
and CFO

ASSOCIATION:

HARMONY VALLEY CONDOMINIUM
ASSOCIATION,
a Colorado non-profit corporation

By: _____
Dr. Sally Knauer, President and Director

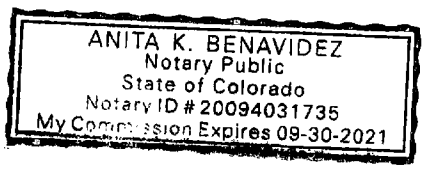
ATTEST:

Pamela Johnson, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this 23rd day of July, 2019 by Carol A. Plock as Executive Director of Health Services District of Northern Larimer County, a Colorado health service district, on behalf of the district.

Witness my hand and official seal.
[SEAL]



Anita K. Benavidez
Notary Public
My commission expires: 9-30-21

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this _____ day of _____, 2019 by C. Daniel Rieber as Senior Vice President and CFO of Poudre Valley Health Care, Inc., a Colorado nonprofit corporation, d/b/a Poudre Valley Health Care System, on behalf of the corporation.

Witness my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this _____ day of _____, 2019 by Dr. Sally Knauer, President and Director, and Pamela Johnson as Secretary of Harmony Valley Condominium Association, a Colorado non-profit corporation, on behalf of the association.

Witness my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

LANDLORD:

HEATH SERVICES DISTRICT OF NORTHERN
LARIMER COUNTY, a Colorado health service
district

By:

Carol A. Plock, Executive Director

TENANT:

POUDRE VALLEY HEALTH CARE, INC.,
a Colorado nonprofit corporation
d/b/a POUDRE VALLEY HEALTH CARE
SYSTEM

By:

C. Daniel Rieber, Senior Vice President
and CFO

ASSOCIATION:

HARMONY VALLEY CONDOMINIUM
ASSOCIATION,
a Colorado non-profit corporation

By:

Dr. Sally Knauer, President and Director

ATTEST:

Pamela Johnson
Pamela Johnson, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this 29th day of July, 2019 by Carol A. Plock as Executive Director of Health Services District of Northern Larimer County, a Colorado health service district, on behalf of the district.

Witness my hand and official seal.
[SEAL]

Notary Public
My commission expires: _____

STATE OF COLORADO)
) ss.
~~COUNTY OF LARIMER~~)
Adams

Acknowledged before me this 19th day of July, 2019 by C. Daniel Rieber as Senior Vice President and CFO of Poudre Valley Health Care, Inc., a Colorado nonprofit corporation, d/b/a Poudre Valley Health Care System, on behalf of the corporation.

Witness my hand and official seal.
[SEAL]

CANDACE PITMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164043526
MY COMMISSION EXPIRES 11/16/2020

Candace Pitman

Notary Public
My commission expires: 11-16-20

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this 29th day of July, 2019 by Dr. Sally Knauer, President and Director, and Pamela Johnson as Secretary of Harmony Valley Condominium Association, a Colorado non-profit corporation, on behalf of the association.

Witness my hand and official seal.
[SEAL]

Selma M. Stolebarger

Notary Public
My commission expires: 3/5/2023

SELMA M STOLEBARGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19894004785
MY COMMISSION EXPIRES MARCH 5, 2023