

### **Lease Amendment #8**

This Lease Amendment #8 ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between The Auto Club Group (**Lessor**) and the City of Aurora (**Lessee**).

Whereas, Lessor and Lessee have executed a certain Parking Lease dated July 23, 2004 ("Lease"), Lease Amendment #1 dated August 22, 2005, Lease Amendment #2 dated February 27, 2007, Lease Amendment #3 dated September 11, 2007, Lease Amendment #4 dated August 26, 2008, Lease Amendment #5 dated July 27, 2010, Lease Amendment #6 dated July 24, 2012 and Lease Amendment #7 dated May 27, 2014 with respect to certain Parking Area as depicted on Exhibit A of the Parking Lot Lease ("Parking area") or as more particularly described in the Lease (the aforesaid lease, together with all exhibits, riders, addenda, amendments and modifications thereto are hereinafter collectively referred to as the "Lease"); and

Whereas, Lessor and Lessee desire to modify certain terms and conditions of the Lease.

Therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged and agreed, Lessor and Lessee hereby agree as follows:

1. The foregoing recitals are true and correct and hereby constitute a part of this Lease Amendment #8.
2. Lessor and Lessee wish to renew the lease for an additional two year period. The expiration date for this lease is now August 31, 2018.
3. The annual rental for the Premises for the term beginning September 1, 2016, is \$40,701.72 or \$ 3,391.81 monthly and beginning September 1, 2017 is \$41,922.72 or \$3,493.56 monthly.
4. Should Lessor sell the underlying property that is the subject of this Parking Lease, the Parking Lease will terminate at 11:59 p.m. on the closing day of the sale. All obligations pertaining to the Parking Lease will be pro-rated to the date of closing. Lessor agrees to give Lessee 30 day written notice of the closing date should the property be sold during the term of the Lease. Lessee reserves the option to negotiate a separate Parking Lease with any proposed new owner.
5. Lessee shall have the right to terminate this Parking Lease in the event Lessee no longer has need for the additional parking spaces provided that Lessee shall provide Lessor with thirty (30) day notice of termination. All obligations pertaining to this Parking Lease, including, without limitation, payments due hereunder, shall be pro-rated to the date of termination.

6. This Lease Amendment #8 contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease Amendment #8, and no prior agreement, negotiations, arrangements, representations or understandings by anyone pertaining to any such matter shall be effective for any purpose unless expressed herein. No provisions of this Lease Amendment #8 or the Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

7. Except as modified by this Lease Amendment #8, the remaining terms of the Lease shall remain unchanged and in full force and effect as initially set forth in the Parking Lease dated July 23, 2004 as passed by Resolution R04-331. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this Lease Amendment #8, this Lease Amendment #8 shall control.

8. All terms and definitions used in this Lease Amendment #8 not specifically defined herein shall be deemed to have the meaning ascribed to such term in the Lease.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date written above.

**LESSOR:**

**LESSEE:**

**THE AUTO CLUB GROUP**

**CITY OF AURORA**

**BY** \_\_\_\_\_  
**Sean H. Maloney**  
**Senior Vice President, CFO & Treasurer**

**BY** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_