

THIRD AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **THIRD AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“Third Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “Government”) and **JBK HOTELS, LLC**, a Delaware limited liability company (“Owner”).

WHEREAS, the parties entered into an Emergency Occupancy Agreement dated May 6, 2020 (City Clerk File No. 202054515-00) for the City to use Owner’s hotel facility to provide non-congregate sheltering to members of the public on an expedited, emergency basis due to the COVID-19 pandemic, as amended by that certain Amendment to Emergency Occupancy Agreement dated September 21, 2020 (City Clerk File No. 202055637-01) and Second Amendment to Emergency Occupancy Agreement dated January 14, 2021 (City Clerk File No. 202057157-02) (the “Agreement”); and

WHEREAS, the parties wish to further amend the Agreement by extending the Term and increasing the contract funds in the amount of One Million Two Hundred Twenty-Three Thousand Six Hundred dollars (\$1,223,600.00);

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Article 2 of the Agreement entitled “**TERM**” is deleted in its entirety and amended to read as follows:

“**2. TERM**: The term of this Agreement shall begin on the Effective Date, and terminate at 11:59 P.M. on September 30, 2021 (“Term”), *provided, however,* the parties agree that the City may terminate this Agreement at any time upon expiration of the Public Health Emergency, as that term is defined under the Nationwide Emergency Declaration.”

2. The definition for the term “**Maximum Contract Amount**” under Article 3 of the Agreement is deleted in its entirety and amended to read as follows:

“Notwithstanding any other provisions of the Agreement, the City’s maximum payment obligation will not exceed Seven Million One Hundred Eighty-Nine Thousand Four Hundred dollars (\$7,189,400.00) (the “Maximum Contract Amount”).”

3. Except as herein amended, the Agreement is revived, affirmed and ratified in each and every particular.

4. This Third Amendment 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

FINAN-202054515-03/FINAN-202055637-03/FINAN-202057157-03/FINAN-202159069-03
JBK HOTELS, LLC

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-202054515-03/FINAN-202055637-03/FINAN-202057157-03/FINAN-202159069-03
JBK HOTELS, LLC

By:  _____

Name: Jonathan Gandhi _____
(please print)

Title: Manager _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)