

## REVIVAL AND AMENDATORY AGREEMENT

**THIS REVIVAL AND AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **THE COFFEE MUG, LLC**, a Colorado limited liability company, with an address of 10 W. 14<sup>th</sup> Avenue Parkway, Denver, CO 80204 (the "Lessee").

### WITNESSETH:

**WHEREAS**, the City and the Contractor entered into an Agreement dated December 9, 2008, relating to the lease of land on the corner of 14<sup>th</sup> and Broadway for use as a coffee shop for Denver Public Library staff and patrons (the "Agreement"); and

**WHEREAS**, the Agreement, expired by its terms on December 14, 2009; and

**WHEREAS**, the parties wish to revive and reinstate all of the terms and conditions of the Agreement, as well as to amend the Agreement to extend the term, correct and increase the Lease compensation overall, and revise certain other terms; and

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

1. That article 2 of the Agreement entitled "TERM" is hereby amended to read as follows:

"2. **TERM:** The term of this Lease shall **begin on December 15, 2008, and terminate on December 14, 2012** unless sooner terminated pursuant to the terms of this Lease (the "Term"). Rent began accruing on December 15, 2008. Either party may terminate the lease during the Monthly Term upon fifteen (15) days written notice."

2. That article 3 of the Agreement entitled "RENT" is hereby amended to read as follows:

"3. **RENT:** The Lessee shall accrue rent owed to the City for the Term at the rates and in the amounts set forth on **Exhibit D** (\$1,000 per month except as indicated for certain months) for a total of not less than **Forty Five Thousand Five Hundred Dollars (\$45,500.00)** ("Accrued Rent") to include the extended Term."

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

08-1095-A

IN WITNESS WHEREOF, the parties hereto have executed this Revival and Amendatory Agreement as of the day and year first written above.

**ATTEST:**

**CITY AND COUNTY OF DENVER:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

By: \_\_\_\_\_  
MAYOR

**RECOMMENDED AND APPROVED:**

By:   
City Librarian, Denver Public Library

By:   
President, Library Commission

By:   
Director of Real Estate

**APPROVED AS TO FORM:**

DAVID R. FINE, Attorney for the  
City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. RC81053(1)

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Auditor

**"CITY"**

**THE COFFEE MUG, INC.**

Taxpayer (IRS) I.D. No. 20-1255580

By: 

Name: M. Kathleen James  
(please print)

Title: Member

Exhibit D Rent Schedule

**"LESSEE"**

## EXHIBIT D-RENT SCHEDULE

NOTES	DATE	RENT AMT
Competitive process for new vendor	12/15/08	\$0.00
New Vendor set up - code compliance	1/15/09	\$0.00
New Vendor set up - move in - opened for business		
Late Feb.	2/15/09	\$0.00
Coffee Mug	3/15/09	\$ 1,000.00
Coffee Mug	4/15/09	\$ 1,000.00
Coffee Mug	5/15/09	\$ 1,000.00
Coffee Mug	6/15/09	\$ 1,000.00
Coffee Mug	7/15/09	\$ 1,000.00
Coffee Mug	8/15/09	\$ 1,000.00
Coffee Mug	9/15/09	\$ 1,000.00
Coffee Mug	10/15/09	\$ 1,000.00
Coffee Mug	11/15/09	\$ 1,000.00
Coffee Mug	12/15/09	\$ 1,000.00
Coffee Mug	1/15/10	\$ 1,000.00
Coffee Mug	2/15/10	\$ 1,000.00
Coffee Mug	3/15/10	\$ 1,000.00
Coffee Mug	4/15/10	\$ 1,000.00
Coffee Mug	5/15/10	\$ 1,000.00
Coffee Mug	6/15/10	\$ 1,000.00
Coffee Mug	7/15/10	\$ 1,000.00
Coffee Mug	8/15/10	\$ 1,000.00
Coffee Mug	9/15/10	\$ 1,000.00
Coffee Mug	10/15/10	\$ 1,000.00
Coffee Mug	11/15/10	\$ 1,000.00
Coffee Mug	12/15/10	\$ 1,000.00
Coffee Mug - Library Closes for ILS Install - Customers services phased down (no holds) less customer traffic and closed for week	1/15/11	\$ 700.00
Coffee Mug - Library Closes for ILS Install - Customers services phased down (no holds) less customer traffic and closed for week	2/15/11	\$ 800.00
Coffee Mug	3/15/11	\$ 1,000.00
Coffee Mug	4/15/11	\$ 1,000.00
Coffee Mug	5/15/11	\$ 1,000.00
Coffee Mug	6/15/11	\$ 1,000.00
Coffee Mug	7/15/11	\$ 1,000.00
Coffee Mug	8/15/11	\$ 1,000.00
Coffee Mug	9/15/11	\$ 1,000.00
Coffee Mug	10/15/11	\$ 1,000.00
Coffee Mug	11/15/11	\$ 1,000.00
Coffee Mug	12/15/11	\$ 1,000.00
Coffee Mug	1/15/12	\$ 1,000.00
Coffee Mug	2/15/12	\$ 1,000.00
Coffee Mug	3/15/12	\$ 1,000.00
Coffee Mug	4/15/12	\$ 1,000.00

Coffee Mug	5/15/12	\$	1,000.00
Coffee Mug	6/15/12	\$	1,000.00
Coffee Mug	7/15/12	\$	1,000.00
Coffee Mug	8/15/12	\$	1,000.00
Coffee Mug	9/15/12	\$	1,000.00
Coffee Mug	10/15/12	\$	1,000.00
Coffee Mug	11/15/12	\$	1,000.00
Coffee Mug	12/14/12	\$	1,000.00
		\$	45,500.00