

REVIVAL AMENDATORY LEASE AGREEMENT

This **REVIVAL AMENDATORY LEASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or Lessee”), and **QUEBEC HOSPITALITY LLC**, a Limited Liability Company, whose address is 10 E 120th Ave., Northglenn, CO 80233 (the “Lessor”).

WITNESSETH:

WHEREAS, The Parties entered into a Lease Agreement dated February 22, 2023 (the “Agreement”).

WHEREAS, The Parties wish to amend the Lease Agreement to extend the Term, amend the rental amount and to make such other amendments as are herein set forth.

WHEREAS, the Agreement expired by its terms on February 1, 2024, and rather than enter into a new lease agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**TERM**”, is hereby amended to read as follows:
 - “2. **TERM**:
 - (a) The term of this lease shall begin on February 1, 2023 (the “Commencement date”) and terminate one (1) year from the Commencement Date, or sooner terminated pursuant to the terms of this Lease.
 - (b) The Amendment Term of this lease shall begin on February 1, 2024 (the “Amendment Commencement Date”) and terminate December 31, 2025, or sooner terminated pursuant to the terms of this Lease.
2. Section 3 of the Agreement entitled “**RENT**”, is hereby amended to read as follows:
 - “3. **RENT**:
 - (a) During the Initial Term of the Lease, Lessee shall pay to the Lessor for the rent of the Leased Premises the sum of \$110 per day per room for a total of **Five Million Five Hundred Forty Thousand Seven Hundred Dollars \$5,540,700** a year for the full Lease term paid monthly in advance on the first of the month starting in March of 2023. In March of 2023, Lessee shall pay the balance of February and March.

(b) During the Amendment Term of the Lease, Lessee shall pay to the Lessor for the rent of the Leased Premises the sum of \$120 per day per room for a total of **Eleven Million Five Hundred Ninety-Two Thousand Dollars (\$11,592,000.00)** a year for the full Lease term paid monthly in advance on the first of the month starting in February of 2024. City shall have the option to renew the lease for one one-year extension period with 10 days' prior written notice, at \$120 per day per room during extension period."

3. Section 4 of the Agreement entitled "**MAXIMUM CONTRACT AMOUNT**", is amended to read as follows:

"**4. MAXIMUM CONTRACT AMOUNT**: Notwithstanding any other provision in this Lease, the City's Maximum payment obligation will not exceed **SEVENTEEN MILLION FOUR HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$17,432,700.00)**.

4. A new Section 40 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", is hereby being added to the Agreement to read as follows:

"**40. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Lessee's provision of Services hereunder, the Lessor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Lessee expressly acknowledges that the Lessor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Lessor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

5. Section 29 of the Agreement entitled "**LESSOR'S RESPONSIBILITIES**", is amended to remove subsection (b) in its entirety.

6. Section 22 of the Agreement entitled "**EXAMINATION OF RECORDS**", is amended to read as follows:

"**22. EXAMINATION OR RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers

and records related to Lessor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276."

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

8. This Revival Amendatory Lease Agreement 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.

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Contract Control Number:
Contractor Name:

FINAN-202474294-01| 202266264-01
QUEBEC HOSPITALITY 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-202474294-01 | 202266264-01
QUEBEC HOSPITALITY LLC

By: Bruce Rahmani

Name: Bruce Rahmani
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: Gayle Ellis

Name: Gayle Ellis
(please print)

Title: Finance Manager
(please print)