

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado (the “City”), and **IKE SMART CITY, LLC**, a Delaware limited liability company formerly known as OBMSMG, LLC, an Ohio limited liability company, whose address is 250 N. Hartford Ave, Columbus, Ohio 43222 (“Lessee”). The City and Lessee shall each be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into that certain Lease Agreement dated September 26, 2017 (the “Lease”), whereby the City leased to Lessee certain Leased Premises located at the Colorado Convention Center and Denver Performing Arts Complex; and

WHEREAS, Lessee changed its name to IKE SMART CITY, LLC, and changed the jurisdiction under the law of which Lessee is formed from Ohio to Delaware; and

WHEREAS, one of the Signs on the Leased Premises was damaged by vandalism, which Sign Lessee replaced at its cost and expense;

WHEREAS, in order for Lessee to have sufficient remaining Term to amortize the cost of replacing the Sign, Lessee requested that the City agree to amend the Lease to provide an additional Renewal Term of three (3) years; and

WHEREAS, the City is willing to amend the Lease to provide the additional Renewal Term; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the same meaning ascribed to such terms in the Lease.

2. In Section 3 of the Lease, entitled “**TERM**”, the first paragraph is amended to read as follows:

“3. **TERM**: The term of this Lease shall begin on June 18, 2018 (the “Commencement Date”), and it shall terminate at 11:59:59 p.m. on June 17, 2025 (the “Term”). The Term may be extended for up to four (4), three (3) year periods (each, a “Renewal Term” or collectively, “Renewal Terms”) automatically unless the City or the Lessee provides written notice

to the other Party not less than sixty (60) days prior to the end of the Term or a Renewal Term.”

3. Section 17 of the Lease, entitled “**NO DISCRIMINATION IN EMPLOYMENT**”, is amended to read as follows:

“17. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Lease, the Lessee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessee shall insert the foregoing provision in all subcontracts hereunder.”

4. Except as herein amended, the Lease is affirmed and ratified in each and every particular.

5. This Amendment is expressly subject to, and shall not be or become effective or binding on the City until approval by its City Council and full execution by all the signatories set forth below.

6. The Lessee and the City each consent to the use of electronic signatures by the other in executing this Amendment. This Amendment, and any other documents requiring a signature under this Lease, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of Page Intentionally Left Blank;
Signature Pages Follow.]

Contract Control Number: THTRS-202160379-02
Contractor Name: IKE SMART CITY, 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

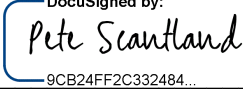
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202160379-02
IKE SMART CITY, LLC

By:  _____
9CB24FF2C332484...

Name: Pete Scantland
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)