

SEVENTH AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **SEVENTH AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“Seventh 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), Second Amendment to Emergency Occupancy Agreement dated January 14, 2021 (City Clerk File No. 202057157-02), Third Amendment to Emergency Occupancy Agreement dated July 2, 2021 (City Clerk File No. 202159069-03), Revival and Fourth Amendment to Emergency Occupancy Agreement dated November 4, 2021 (City Clerk File No. 202159610) and Revival and Fifth Amendment to Emergency Occupancy Agreement dated February 4, 2022 (City Clerk File No. 202161460-05 (collectively, the “Agreement”), and Sixth Amendment to Emergency Occupancy Agreement dated June 23, 2022 (City Clerk File No. 202262777-06); and

WHEREAS, the Agreement expired by its terms on December 31, 2022, and rather than enter into a new agreement, the parties wish to extend the term of the Agreement as set forth below.

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

1. Article 1 of the Agreement entitled “OCCUPANCY” is deleted in its entirety and replaced with the following language:

1. **OCCUPANCY:** The City hereby contracts for the use of the entire Property, including all one hundred forty (140) Rooms within the hotel to be utilized, as more fully set forth in Section 4. The City’s Invitees shall only have access to and use of their Room inside the hotel, 24 hours per day, seven (7) days per week, as more fully set forth in this Agreement (the “Occupied Premises”); provided, however, and for the avoidance of doubt, the Occupied Premises shall specifically exclude (and the City’s Invitees shall have no right to use or enter) any common areas of the hotel, except as a means of ingress and egress, including, but not limited to the hotel lobby, the fitness center, and pool (if applicable) without the prior written consent of Owner.

The City and Owner shall coordinate the vacating of the Occupied Premises according to the following schedule. Guests shall vacate two floors of the Occupied Premises by April 17th, 2023. All remaining guests shall vacate the Occupied Premises by April 30th, 2023.

2. The definition for the term “**Term**” under Article 2 of the Agreement 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 July 31, 2023 (“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 “**Fees**” under Article 3 of the Agreement is deleted in its entirety and amended to read as follows

3. **FEES:** The City shall pay to Owner an amount equal to ONE HUNDRED DOLLARS (\$100.00) per Room per night (regardless of occupancy) during the Term, which amount shall be paid to Owner in arrears on Monday of each week (Monday through Sunday) (the “Weekly Fees”). Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Sixteen Million Two Hundred and Thirty-Five Thousand Five Hundred dollars (\$16,235,500) (the “Maximum Contract Amount”).

3. 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 Sixteen Million Eight Two Hundred and Thirty-Five Thousand Five Hundred dollars (\$16,235,500) (the “Maximum Contract Amount”).”

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

5. This Seventh 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: FINAN-202265720-07 (Original Contract: FINAN-202054515; Amendment #1: FINAN-202055637; Amendment #2: FINAN-202057157; Amendment #3: FINAN-202159069; Amendment #4: FINAN-202159610; Amendment #5: FINAN-202161460; Amendment #6: FINAN-202262777)

Contractor Name: 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: FINAN-202265720-07 (Original Contract: FINAN-202054515; Amendment #1: FINAN-202055637; Amendment #2: FINAN-202057157; Amendment #3: FINAN-202159069; Amendment #4: FINAN-202159610; Amendment #5: FINAN-202161460; Amendment #6: FINAN-202262777)

Contractor Name: JBK HOTELS, LLC

By:  _____

Name: Jonathan Gandhi
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)