

**SECOND AMENDMENT TO CONCESSION AGREEMENT AND REVIVAL  
(CIVIC CENTER OFFICE BUILDING)**

**THIS SECOND AMENDMENT TO CONCESSION AGREEMENT AND REVIVAL** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City”), and the **HJB CONVENIENCE CORPORATION, d/b/a RUSSELL’S**, a Colorado corporation with offices located at 8585 W. 14<sup>th</sup> Avenue, Suite B3, Lakewood, Colorado 80215 (the “Concessionaire”).

**RECITALS**

**WHEREAS**, the City and Concessionaire’s predecessor in interest entered into a Concession Agreement dated May 29, 2003 (the “Original Agreement”) which may be found at Denver City Clerk File No. 03-333; and

**WHEREAS**, on May 12, 2004, Concessionaire was assigned all of predecessor Concessionaire’s rights, title and interest in the Original Agreement; and

**WHEREAS**, the City consented to the Assignment and Assumption of Lease by Concessionaire; and

**WHEREAS**, the City and Concessionaire entered into a First Amendment to Concession Agreement and Revival dated February 6, 2012, that may be found at Denver City Clerk File No. 03-333-A (together with the Original Agreement collectively referred to as “Agreement”).

**WHEREAS**, Concessionaire has continued to use the Concession Space beyond the current Term with the consent of the City; and

**WHEREAS**, the City and Concessionaire desire to revive and amend the Agreement to extend the term of the Agreement for an additional five (5) years, with all other terms and conditions remaining the same.

**NOW, THEREFORE**, in consideration of the recitals set forth above, the City and Concessionaire agree as follows:

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

2. **TERM**: The term of this Concession Agreement shall commence on March 1, 2003 (the “Commencement Date”) and shall expire on April 30, 2021 (the “Expiration Date”), unless sooner terminated pursuant to the terms of this Concession Agreement. If, however, the Master Lease is terminated for any reason prior to the expiration or sooner termination of this Concession Agreement, then the term of this Concession Agreement shall terminate as of the date of

termination of the Master Lease. The City agrees it will use its best efforts to provide notice to the Concessionaire of any such termination.

2. Paragraph 3 of the Agreement, entitled **“COMPENSATION AND FEES”**, is amended and restated in its entirety to read as follows:

**3. COMPENSATION AND FEES:** The City and Concessionaire acknowledge and agree that from March 1, 2003 through April 30, 2016 Concessionaire has paid the City the aggregate amount of **\$404,875.00** which constitutes full rent payment for such time period.

For the extended time period of May 1, 2016 through April 30, 2021 the Concessionaire covenants and agrees that it shall pay to the City and the City hereby reserves unto itself as compensation hereunder for the rights and privileges herein granted the total sum of **ONE HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$153,750.00)** payable monthly at the rate of **TWO THOUSAND FIVE HUNDRED SIXTY TWO DOLLARS AND FIFTY CENTS (\$2,562.50)**.

The new total Lease amount for the entire Term is **FIVE HUNDRED FIFTY EIGHT THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS AND NO CENTS (\$558,625.00)**.

3. Except as herein amended, the Agreement is hereby revived, affirmed and ratified in each and every particular, and will remain in full force and effect.

4. The parties agree that approval of Special Counsel as defined in the Master Lease shall be a condition precedent to the effectiveness of this Second Amendment to Concession Agreement and Revival pursuant to Section 13.2(a) of the Master Lease.

5. **Electronic Signatures and Electronic Records.** Concessionaire consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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 the Agreement 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 the Agreement 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** FINAN-RC25022-02

**Contractor Name:** HJB Convenience Corporation dba Russell's Convenience

By: 

Name: Ryan Huff  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

By: 

Name: Lena Reese  
(please print)

Title: Controller  
(please print)

