

AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“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 **MHF Denver Manager V LLC, as agent for MHF Denver Operating V LLC, d/b/a the Hampton Inn & Suites Denver-Downtown** whose address is 1845 Sherman Street, Denver, Colorado 80203 (the “Owner”).

WHEREAS, the parties entered into an Emergency Occupancy Agreement dated April 16, 2020 (City Clerk File No. 202054346-00) 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 (the “Agreement”); and

WHEREAS, the parties wish to amend the Agreement by extending the Term, increasing the per room per night fee, and increasing the contract funds in the amount of Two Million Eight Hundred Twenty-two Thousand Seven Hundred Ten and No/100 dollars (\$2,822,710.00);

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

1. Article 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“2. **TERM**: The term of this Amendment shall begin on September 1, 2020, and terminate at 11:59 P.M. on December 31, 2020 (“Term”), *provided, however,* the parties agree that the Term shall not extend beyond: (i) the duration of the Public Health Emergency, as that term is defined under the Nationwide Emergency Declaration, or (ii) December 31, 2020 without the prior written, mutual agreement of both parties. Notwithstanding the foregoing, the City may terminate this Agreement at any time prior to December 31, 2020, upon expiration of the Public Health Emergency or as otherwise stated herein. The Parties have the right to terminate the Agreement without cause upon thirty (30) days’ prior written notice to the other Party. However, nothing gives the Owner the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director of Real Estate.”

2. Article 3 of the Agreement entitled “**FEES**” is deleted in its entirety and amended to read as follows:

“3. **FEES:** The City shall pay to Owner an amount equal to SIXTY DOLLARS (\$60) per Room per night (regardless of occupancy) through and including August 31, 2020, and the City shall pay to Owner an amount equal to SIXTY-FIVE DOLLARS (\$65) per Room per night (regardless of occupancy) beginning on September 1, 2020 through the end of 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 TWO MILLION EIGHT HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED TEN AND NO/100 DOLLARS (\$2,822,710.00) (the “Maximum Contract Amount”).”

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

4. This 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:
Contractor Name:

FINAN-202055635-01/202054346-01
MHF DENVER OPERATING V 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-202055635-01/202054346-01
MHF DENVER OPERATING V LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]


By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

FINAN-202055635-01
MHF DENVER OPERATING V LLC

By:  _____

Name: MICHAEL GAUCAN
(please print)

Title: GENERAL MANAGER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)