

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City" or "Lessor"), and **PIZZA REPUBLICA, LLC**, a Colorado limited liability company, whose address is 5375 Landmark Place, Greenwood Village, Colorado 80111, (the "Lessee").

W I T N E S S E T H:

WHEREAS, the City is the owner of land at the corner of 14th and Champa adjacent to the Colorado Convention Center building in Denver, Colorado, a portion of which is not required for public use and occupancy at present; and

WHEREAS, the City is desirous of leasing this land to Lessee for use as a restaurant.

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

1. **CONTINGENCIES**: This Lease shall be contingent upon the Lessee's ability to secure a liquor license for the Leased Premises.

2. **LEASED PREMISES**: Subject to the terms of this Lease Agreement (hereinafter referred to as "Lease"), the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City those certain premises (the "Leased Premises") located at the corner of 14th and Champa adjacent to the Colorado Convention Center building in Denver, Colorado, as more particularly depicted on **Exhibit A**, attached hereto and incorporated herein, containing interior space and patio space, which patio space is subject to Lessee obtaining any and all required permits and/or licenses for such use and subject to compliance with said permits and/or licenses. The depiction contained on Exhibit A may be modified upon the written authorization of the Manager of Arts and Venues (the "Manager"), to correct minor, technical errors.

3. **TERM**: The term of this Lease shall begin on the date that the City accomplishes the construction of the demising wall and provision of electricity to the space as set out in Section 9(A) below (the "Term Start Date") and terminate ten years from the Rent Commencement Date (ten years, five months from the Term Start Date), unless extended pursuant to the provisions below or sooner terminated pursuant to the terms of this Lease (the "Term"). The Term Start Date shall be set out in a letter from the Manager to the Lessee upon

the city’s accomplishment of the construction of the demising wall. The Term may be extended by the Lessee for up to three (3) five (5) year extensions by Lessee sending a letter to the Manager at least 90 days prior to the expiration of the Term. For the first of such five year extensions, the rate of the rent shall increase by 3% for that first five year extension. For the second and third extensions, if the Term is so extended, the rental rate shall be set at the then-current market rate.

4. **RENT:** The Lessee shall pay to the City, or whomever the City may specify to receive the rents on its behalf, minimum gross rent, a specified amount due monthly as set out below (“Minimum Gross Rent”) and, in addition, a percentage rent amount based upon a percentage of the gross annual sales of the Lessee, also set out below (“Percentage Rent”) (together, the “Rent”). The Lessee shall commence paying rent 150 days following the Term Start Date (the “Rent Commencement Date”)

Minimum Gross Rent shall be paid monthly to SMG at 700 14th Street, Denver, CO 80202. Beginning at the Term Start Date, the Minimum Gross Rent payable by Lessee shall be:

Year 1, month 1-5:	\$00.00/s.f.	No Charge	
Year 1, month 6-7:	\$00.00	No Charge	
Year 1, month 8-9:	\$14.00	\$ 5,905.60/mo.	Total: = \$ 11,811.33
Year 1, month 10-12	\$28.00/s.f.	\$11,811.33/mo.	Annual total = \$ 35,453.99
Year 2:	\$28.00/s.f.	\$11,811.33/mo.	Annual total = \$141,736.00
Year 3:	\$28.50/s.f.	\$12,022.25/mo.	Annual total = \$144,267.00
Year 4:	\$29.00/s.f.	\$12,233.17/mo.	Annual total = \$146,798.00
Year 5:	\$29.50/s.f.	\$12,444.08/mo.	Annual total = \$149,329.00
Year 6:	\$30.00/s.f.	\$12,655.00/mo	Annual total = \$151,860.00
Year 7:	\$30.50/s.f.	\$12,865.92/mo.	Annual total = \$154,391.00
Year 8:	\$31.00/s.f.	\$13,076.83/mo.	Annual total = \$156,922.00
Year 9:	\$31.50/s.f.	\$13,287.75/mo.	Annual total = \$159,453.00
Year 10:	\$32.00/s.f.	\$13,498.67/mo.	Annual total = \$161,984.00

Percentage rent shall be paid annually to City no later than March 15 in the amount of two

and half percent (2.5%) of gross annual sales over \$2.2 million. Lessee will provide an accurate accounting of total gross receipts prepared by an independent public account in accordance with generally accepted accounting policies and procedures no later than March 1 of each year for the previous year.

5. **SECURITY**: As security for the Rent, payment will be personally guaranteed, jointly and severally, in a form satisfactory to City, by George G. Eder and Trevor Petteude (“Guarantors”). In addition, an Irrevocable Letter of Credit, in a form satisfactory to the City, shall be provided by Lessee no later than the Term Start Date for the benefit of the City in an amount equal to \$250,000. The Irrevocable Letter of Credit shall be in the amounts shown in the table below, except as required herein. In any year in which the Irrevocable Letter of Credit is not provided on or before the first day of the Term year, The Irrevocable Letter of Credit shall be in the amount of \$250,000.00. The Irrevocable Letter of Credit shall allow for presentment of the Irrevocable Letter of Credit for payment in Denver, Colorado at a Denver-area banking institution.

Irrevocable Letter of Credit Amount:

Year 1, months 1 -12 =	\$250,000
Year 2, months 13- 24 =	\$250,000 - \$70,867.98 = \$179,132
Year 3, months 25 – 36 =	\$140,000
Year 4, months 37 – 48 =	\$115,000
Year 5, months 49 – 60 =	\$90,000
Year 6, months 61 – 72 =	\$65,000
Year 7, months 73 – 84 =	\$40,000
Year 8, months 85 – 96 =	\$15,000
Years 9 and 10 =	\$ 0

6. **USE**: The Leased Premises are to be used and occupied by Lessee solely as a restaurant and bar, unless the Manager agrees to another use. The Lessee shall use the premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter

or ordinances of the City and County of Denver. The Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

7. **“AS IS” CONDITION:** The Leased Premises are accepted by Lessee in an “AS IS”, “WHERE IS” condition, with all faults and defects. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

8. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pay the rental herein recited and performs all of Lessee's covenants and agreements herein contained. Lessee acknowledges that City permits the use of the Colorado Convention Center, by others pursuant to separate agreements, and agrees that such use is consistent with Lessee’s use under this Lease Agreement.

9. **PREMISES/CONSTRUCTION:**

A. **By City:** Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except repairs as may be deemed necessary by the City for normal maintenance operations of the Leased Premises, including exterior, foundation, and structural soundness. City shall construct a demising wall and installation of the required 800 AMP source power. In addition, the City will allow Lessee to use three of four existing 7.5 ton HVAC units. Finally, the City shall relocate the Denver B-cycle station in an area that (1) will not interfere with Lessee’s use of the Leased Premises and (2) will be visible and accessible to the public, as depicted in Exhibit A, Site Plan.

B. **By Lessee:** Lessee shall undertake construction of a pizza restaurant within the Leased Premises (“Tenant Improvements”) according to the construction plans and specifications submitted to and approved by the Manager, in his sole discretion. Any and all deviations from such approved construction plans and specifications shall be approved in writing by the Manager. All

construction of the Tenant Improvements shall be undertaken at Lessee's sole expense. No construction contracts shall be entered into until the Lessee has established to the Manager's reasonable satisfaction that construction insurance requirements have been met, in amounts to be determined based on size and complexity of the project, in consultation with the Manager. All construction shall comply with federal, state, and local requirements, including all permits and approvals required by the Denver Revised Municipal Code (DRMC), including that permit required by 49-171 et seq., DRMC. Lessee shall comply with the City's prevailing wage ordinance by paying prevailing wage(s) for all construction.

10. **ALLOWANCE FOR TENANT IMPROVEMENTS**: The City shall pay to the Lessee the actual cost of the Tenant Improvements, not to exceed One Hundred Dollars per square foot and a total of Five Hundred Six Thousand Two Hundred Dollars (\$506,200.00) ("Tenant Improvement Allowance"). The Tenant Improvement Allowance shall be paid within thirty (30) days after Lessee provides to City paid receipts and lien waivers for such work.

11. **SIGNAGE/MARKETING/EXCLUSIVITY**: The Lessee shall be allowed to place signage on the exterior of the building to the extent permitted by the City's ordinances, subject to the Manager's approval of such signage. The City's Colorado Convention Center (the "CCC") shall provide reasonable effort to "cross market" during conventions and the City and Lessee agree to cooperate in such effort, including interior and directional signage to the Leased Premises within the CCC. The City will provide advertising of the Leased Premises in the CCC at kiosks, media board advertising on the street, and access to websites, including social media and email announcements, as well as in collateral materials produced for visitors to the CCC. Attached to this Lease and incorporated herein is **Exhibit C**, describing the signage and marketing that the City will make available to the Lessee. The City agrees not to enter into any lease or sublease at the CCC for any restaurant whose specialty is Italian food or pizzas during the Term.

12. **PARKING**: Six (6) parking spaces shall be designed in the CCC parking garage for managers of the Leased Premises. The Year 1 parking rate shall be \$50.00 per month, per space. Parking for years 2 -10 shall be at the then current rental rate, which is currently \$120.00 per month, per space. Parking for patrons of the Leased Premises shall receive a reduced parking rate of \$4.00 for the first two hours in the CCC parking garage.

13. **ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

14. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises, including the Tenant Improvements performed by Lessee pursuant to paragraphs 7 above and 11 below, to the City in good condition, ordinary wear and tear excepted. Lessee shall remove all of Lessee's movable furniture and other effects and Lessee shall remove all Tenant Improvements that the City requests, in writing at least thirty (30) days prior to the end of the Term, be removed. All moveable furniture and other effects and all fixtures that the City has requested be removed that are not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Lessee or any other person, and without obligation to account therefor, and Lessee shall pay the City all expenses incurred in connection with such property. Lessee's obligation to observe or perform this covenant shall survive the termination of this Lease. Lessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the term of this Lease upon Lessee's operations, occupancy, or conduct of business at the Leased Premises, or upon Lessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises.

15. **UTILITIES, JANITORIAL SERVICE AND MAINTENANCE:**

A. **Lessor's Responsibilities.** Subject to the billing and payment provisions contained in subparagraph 15.B., the City shall provide the following utilities, separately metered, for the Leased Premises, as may be reasonable and necessary for normal office use: water, sewer, chilled water and electricity services. Further, City shall, at its expense, maintain the building's mechanical systems, including HVAC, and exterior, including snow and ice removal from the public right of way.

B. **Lessee's Responsibilities.** Lessee shall pay for all water, sewer, chilled water, and electricity, or other utilities or services allocable to the Leased Premises, which the City and Lessee agree will equal the actual cost for such services as metered. Lessee's payment shall be due within

30 days of the date of the City's billing statement. All past due payments shall accrue interest at the rate of 12% per annum until paid. Lessee shall be responsible for arranging for, and paying all deposits, fees and charges associated with, (i) telephone and other communication services to the Leased Premises, (ii) janitorial services, and (iii) trash hauling. Lessee shall pay prevailing wages, as set by the City's prevailing wage ordinance (§20-76, DRMC) for janitorial services.

The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

The Lessee shall maintain the interior and exterior non-structural portions of the leased premises, including electrical, plumbing, casualty damage, and make all repairs to interior and storefront windows and doors.

16. **INDEMNITY**: The Lessee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers' Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of the Lessee, the Lessee's agents, employees, subtenants, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of the Lessee or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease. Lessee need not, however, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Lessee under this Lease. The Lessee shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

17. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy,

injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to City. If the Leased Premises, through no fault or neglect of Lessee, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the City elects to repair the same, the rent herein shall abate until such time as the Leased Premises are made tenantable by City. In the event such repairs cannot be made within 90 days, Lessee may elect to terminate this Lease. In the event of the total destruction of the Leased Premises without fault or neglect of the Lessee, its agents, employees, invitees, or visitors, or if from any cause the Leased Premises shall be so damaged that the City shall decide not to rebuild (which decision City may make in its sole discretion), then all rent owed up to the time of such destruction or termination shall be paid by Lessee and this Lease shall cease and come to an end.

18. **HAZARDOUS SUBSTANCES**: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any

substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

19. **HOLDING OVER:** If after the expiration of the Term and any extensions of the Term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of Lessee's occupancy, and at a rent equivalent to 125% of the then current monthly installment of rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

20. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

(a) The City may present the Irrevocable Letter of Credit for payment of any unpaid rent up to through the time of the presentment.

(b) The City may terminate this Lease and forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) the unpaid rent earned at the time of termination, plus interest thereon at the rate of twelve percent (12%) per annum from the due date; (iii) the balance of the rent for the remainder of the term less any rents the City receives for the Leased Premises for said period; (iv) damages for the wrongful withholding of the Leased Premises by Lessee; (v) unpaid taxes or assessments and (vi) any other sum of money in damages owed by Lessee to City or third parties as a result of its use and occupancy of the Leased Premises. The City

may retake possession of the Leased Premises, including the Tenant Improvements, and shall have the right, but not the obligation, without being deemed to have accepted a surrender thereof, and without terminating this Lease, to relet same for the remainder of the term provided for herein; and if the rent received through such reletting does not at least equal the rent provided for herein, Lessee shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting; and, in addition thereto, Lessee shall pay all reasonable expenses incurred in connection with any such reletting.

21. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Lessee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

22. **LESSEE'S INSURANCE:** From the commencement of this Lease, and at all times throughout the term, Lessee (or its contractor(s)) shall carry and maintain the following insurance policies:

(a) Such policies covering the construction of the Tenant Improvements as required pursuant to paragraph 7(b) herein;

(a) Sufficient Workers' Compensation Insurance to fully insure its responsibilities under Colorado law;

(b) Fire and extended coverage insurance on all of its personal property, including without limitation fixtures and removable trade fixtures, located in the Leased Premises;

(c) A policy or policies of comprehensive general liability insurance, issued by and binding upon an insurance company authorized to do business in the State of Colorado, such insurance to afford minimum protection of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. Commercial general liability coverage shall be at least as broad as insurance services office standard form CG 0001 or equivalent. The City and County of Denver, its officers, officials and employees shall be named as additional insureds, with coverage at least as broad as insurance services office standard form CG 2026. Defense costs coverage shall include

defense costs coverage for additional insureds outside the limits of insurance;

(d) Contractual liability coverage;

(e) Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for both Worker's Compensation and commercial general liability (per ISO form CG2404 or equivalent) coverage;

(f) The original or a certified copy of the above policy or policies, plus certificates evidencing the existence thereof, all in such form as the City's Risk Administrator may require, are attached as Exhibit B. Each such policy or certificate shall contain a valid provision or endorsement stating "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the City's Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202, and sent by certified mail, return receipt requested."

Lessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Lessee, its agents, employees or assignees located in the Leased Premises and Lessee acknowledges and agrees that the Lessee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Lessee, its agents, employees or assignees in the Leased Premises.

23. **VENUE, GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the State District Court in and for the City and County of Denver, Colorado.

24. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Lessee shall not assign or transfer its rights under this Lease, or sublet the Leased Premises without first obtaining the written consent of the Manager.

25. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for

consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

26. **EXAMINATION OF RECORDS:** The Lessee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessee involving matters directly related to this Lease.

27. **AMENDMENT:** No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Manager shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

28. **SEVERABILITY:** If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

29. **BINDING EFFECT:** This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with paragraph 21 above.

30. **THIRD PARTIES:** This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

31. **NOTICES:** All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City:

Manager of Arts and Venues
1245 Champa Street

Denver, CO 80204

With copy to:

Director of Real Estate
201 West Colfax Avenue
Denver, CO 80202

To Lessee:

Pizza Republica, LLC
5375 Landmark Place
Greenwood Village, CO 80111

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

32. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

33. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

34. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

35. **CONFLICT OF INTEREST BY CITY OFFICER**: Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the

lawful discharge of the responsibilities of such elected official or employee.

36. **APPROPRIATION:** All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

37. **AUTHORITY TO EXECUTE:** Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

38. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

39. **CITY'S EXECUTION OF AGREEMENT:** This Lease 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 signatories set forth below.

40. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Lessee 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.

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: THTRS-201102738-00

Contractor Name: Pizza Republica, LLC

By: 

Name: George C. Chen
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:: THTRS-201102738-00

Contractor Name: Pizza Republica, LLC

By: 

Name: Tavor R. Hamade
(please print)

Title: Prnciple
(please print)

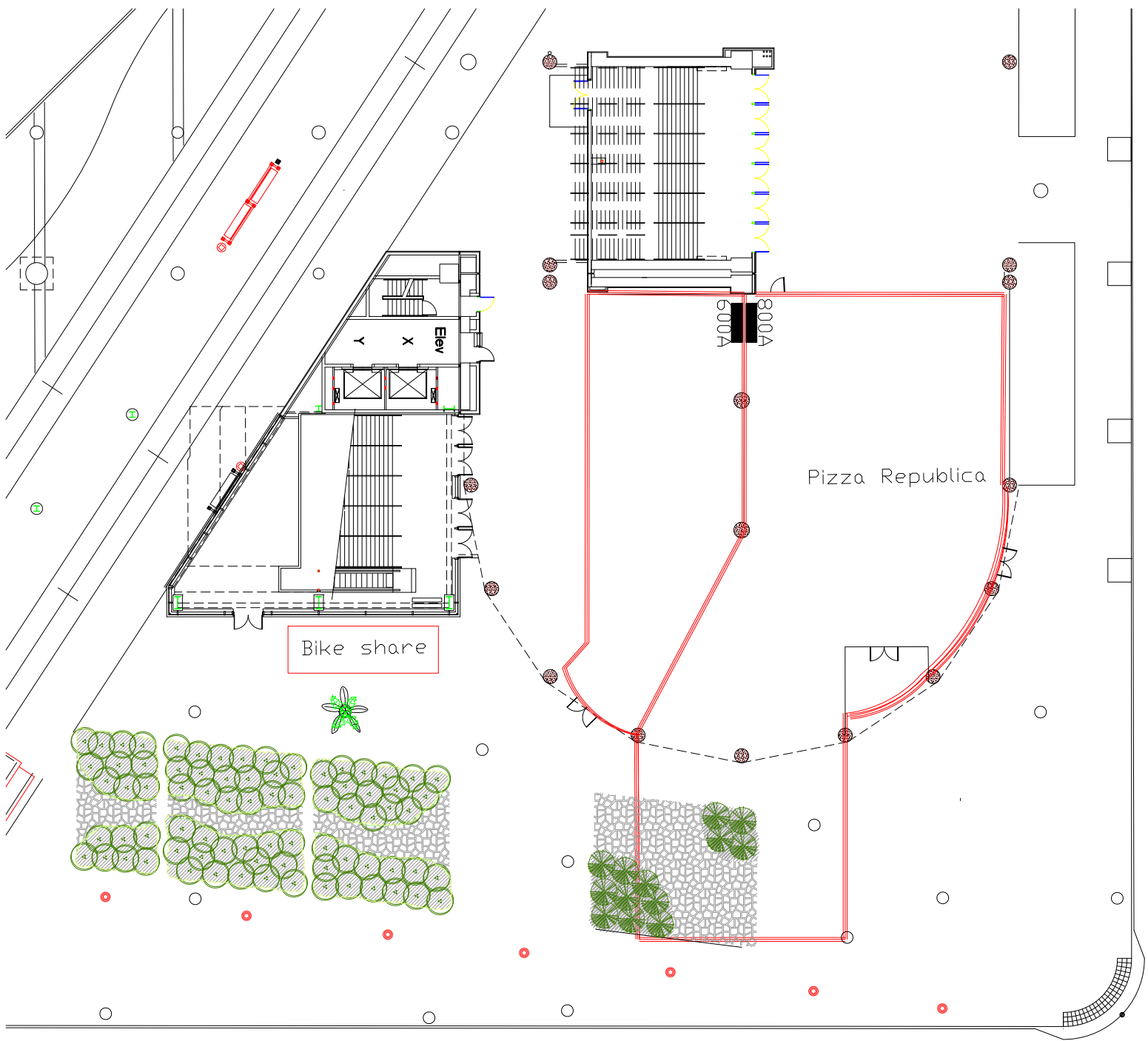
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**ESTIMATED ANNUAL MARKETING VALUE FOR THE TAVERN GROUP
AS A CONVENTION CENTER RESTAURANT**

EXHIBIT C

MARKETING BENEFITS

Media
Colorado Convention Center Digital Marquee (estimated half schedule - every 6 minutes - on seven signs all year)
Full-schedule advertisement on thirty five (35) digital information kiosks located throughout the Convention Center
Presence on www.denverconvention.com - inclusion on a page dedicated to other amenities
Presence on www.wellsfargotheatre.com - a page dedicated to nearby restaurants with available offers
Home page rotating banner ad on www.artscomplex.com
Dedicated Grand Opening Announcement to CCC list of 40,000 local e-mail addresses
Promotions through the Convention Center's Facebook, Twitter and other Social Networking Sites
SIGNAGE
Permanent indoor directional signage (estimated 6 signs total - locations TBD)
Two (2) free-standing backlit kiosks located on the main interior spine of the Colorado Convention Center
Opportunity to install ad signs inside the parking garage (size and location TBD; printing and installation not included)
COLLATERAL MATERIALS
Ad/ coupon inclusion in electronic Exhibitor Kit (sent to 42,000 e-mail addresses)
Map inclusion in 4,000 brochures annually printed by Visit Denver
Coupon on the back of parking stubs at the Colorado Convention Center garage