

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (“Sub-Sublease”) is made and entered into as of the date set forth on the City’s signature page below, to be effective as of June 1, 2014, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (“City” or “Sub-Sublessor”), and **KEVIN TAYLOR CATERING, LLC**, a Colorado limited liability company, whose address is 1106 14th Street, Denver, Colorado 80202 (“Kevin Taylor” or “Sub-Sublessee”).

WITNESSETH:

WHEREAS, the City is the owner of certain property at the Galleria at the Denver Performing Arts Complex located at 1031 13th Street, Denver, Colorado 80204 (the “Property”); and

WHEREAS, the City, as lessor, and GPAC, Inc. (“GPAC”), as lessee, entered into a Lease Agreement (“Lease Agreement”) on or about April 14, 1978, as amended, pursuant to which the City leased Areas 1, 2, 3, and 4, as defined in the Lease Agreement, to GPAC; and

WHEREAS, GPAC, as sublessor, and the City, as sublessee, entered into a Sublease Agreement (“Sublease Agreement”) dated September 28, 2010 and effective September 1, 2010, pursuant to which GPAC leased Area 3, as defined in the Lease Agreement, to the City; and

WHEREAS, Kevin Taylor now desires to sublease a portion of Area 3 from the City for office use.

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

1. **LEASED PREMISES:** Subject to the terms of this Sub-Sublease, the City agrees to lease, demise, and let unto Kevin Taylor and Kevin Taylor does hereby lease from the City those certain premises (the “Leased Premises”) located at 1031 13th Street, Denver, Colorado 80204, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein, containing approximately 209 square feet of usable area.

2. **TERM AND OPTION TO EXTEND LEASE TERM:** The term of this Sub-Sublease shall begin on June 1, 2014 and terminate on August 31, 2015, unless sooner terminated pursuant to the terms of this Sub-Sublease.

(a) In the event the City exercises its option to renew the Lease Agreement for an additional five (5) year term (the "Option Period"), Kevin Taylor will have the option to renew this Sub-Sublease for the same Option Period under the same terms and conditions of this Sub-Sublease. Kevin Taylor shall exercise its option to renew this Sub-Sublease for the Option Period, if at all, by written notice to the Director of Real Estate (the "Director") on or before 15 calendar days after Kevin Taylor's receipt of written notice from the City that the City has exercised its option to renew.

3. **RENT AND OPERATING EXPENSES:** (a) During the term of this Sub-Sublease, and the Option Periods if exercised, Kevin Taylor shall pay to the City the total sum of Eleven Thousand Four Hundred Sixty-Eight and 87/100 Dollars (\$11,468.87), for the rent of the Leased Premises, payable to the City in monthly installments as follows:

<u>Initial Term</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
06/01/2014-08/31/2014	\$130.63	\$ 391.88
09/01/2014-08/31/2015	\$139.33	\$ 1,672.00
 <u>Renewal Option</u>		
09/01/2015-08/31/2016	\$139.33	\$ 1,672.00
09/01/2016-08/31/2017	\$148.04	\$ 1,776.50
09/01/2017-08/31/2018	\$156.75	\$ 1,881.00
09/01/2018-08/31/2019	\$165.46	\$ 1,985.50
09/01/2019-08/31/2020	\$174.17	\$ 2,090.00
		=====
		\$ 11,468.87

(b) The maximum contract amount for this Sub-Sublease, including the Option Periods and common area charges set forth in Section 4 below, shall not exceed Eleven Thousand Six Hundred Thirty Three and 99/100 Dollars (\$11,633.99).

(c) Each payment shall be made by check payable to Manager of Finance and received by:

City and County of Denver
Division of Real Estate – c/o Giles Flanagin
201 W. Colfax Avenue, Department 1010
Denver, CO 80202

or to such other address as the City may designate, and shall be due and payable on the first day of each month.

4. **INSURANCE AND UTILITIES:** In addition to the monthly rent set forth above, Kevin Taylor shall pay to the City Six and 60/100 Dollars (\$6.60) on June 1, 2014 and, Twenty-Six and 42/100 Dollars (\$ 26.42) beginning on September 1, 2014 and annually thereafter, on the first day of September of each year for the next 12 month period, for its share of the common area maintenance items, to include certain insurance charges, an amount for some limited maintenance, and a management fee. Kevin Taylor will be responsible for obtaining and paying for all costs related to any desired internet, phone, and cable services; provided, however, that any work or improvements needed to the Leased Premises to allow for such services shall be pre-approved in writing by the Director and the DAV Director.

5. **USE:** The Leased Premises are to be used and occupied by Kevin Taylor for office use, unless the City agrees in writing to another use. Kevin Taylor 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. Kevin Taylor 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. Kevin Taylor 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. Licensee may place appropriate signage on the Premises as long as such signs are in accordance with the City's zoning code and subject to the prior written approval of such signage by the Director and the Director of Denver Arts & Venues ("DAV Director").

6. **"AS IS" CONDITION:** The Leased Premises are accepted by Kevin Taylor 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.

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

8. **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 Sub-Sublease, except repairs as may be deemed necessary by the City in its sole discretion for normal maintenance operations of the Leased Premises, including exterior, foundation, and structural soundness.

B. **By Lessee**: Kevin Taylor shall be responsible for installing, constructing and maintaining all tenant improvements ("Tenant Improvements") and finishes at its sole cost and expense according to the construction plans and specifications submitted to and approved in writing by the Director and the DAV Director, in their sole discretion. Without limiting the foregoing, Kevin Taylor may install one (1) glass door at the location depicted on **Exhibit B** attached hereto and incorporated herein as a means of accessing the Leased Premises from the space currently used as the Limelight Lounge; such door shall comply with all requirements set forth herein for Tenant Improvements and shall conform to the current design of the existing window system. Any and all deviations from approved construction plans and specifications shall be approved in writing by the Director. All construction of the Tenant Improvements shall be undertaken at Kevin Taylor's sole expense. No construction contracts shall be entered into until the Sub-Sublease has established to the Director'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 Director. 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.

Kevin Taylor shall comply with the City's prevailing wage ordinance by paying prevailing wage(s) for all construction.

13. **ENTRY BY CITY:** Kevin Taylor 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 Kevin Taylor shall not be entitled to any abatement or reduction of rent by reason thereof.

14. **CARE AND SURRENDER OF THE LEASED PREMISES:** Except if otherwise expressly provided herein, Kevin Taylor shall perform and be responsible for the obligations and responsibilities of "Tenant" set forth in Sections 5.2 of the Lease Agreement. At the termination of this Sub-Sublease, Kevin Taylor shall deliver the Leased Premises, including the Tenant Improvements, to the City in good condition, ordinary wear and tear excepted. Kevin Taylor shall remove all of Kevin Taylor's movable furniture and other effects and Kevin Taylor shall remove all Tenant Improvements that the City requests, in writing at least thirty (30) days prior to the end of the Term. 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 Kevin Taylor or any other person, and without obligation to account therefor, and Kevin Taylor shall pay the City all expenses incurred in connection with such property. Kevin Taylor's obligation to observe or perform this covenant shall survive the termination of this Sub-Sublease. Kevin Taylor 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 Sub-Sublease upon Kevin Taylor's operations, occupancy, or conduct of business at the Leased Premises, or upon Kevin Taylor's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Leased Premises.

16. **INDEMNITY:** Kevin Taylor 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 Kevin Taylor, Kevin Taylor's agents, employees, subtenants, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of Kevin Taylor or where such injuries are the result of the violation of the provisions of this Sub-Sublease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Sub-Sublease. Kevin Taylor 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 Kevin Taylor under this Sub-Sublease. Kevin Taylor 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 Kevin Taylor 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, Kevin Taylor shall immediately give notice thereof to the City. If the Leased Premises, through no fault or neglect of Kevin Taylor, 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, Kevin Taylor may elect to terminate this Sub-Sublease. In the event of the total destruction of the Leased Premises without fault or neglect of Kevin Taylor, 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 Kevin Taylor and this Sub-Sublease shall cease and come to an end.

18. **HAZARDOUS SUBSTANCES:** Kevin Taylor shall not cause or permit any

Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Kevin Taylor, Kevin Taylor's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Premises become contaminated in any manner due to the actions or inactions of Kevin Taylor, Kevin Taylor 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 Sub-Sublease Term and arising as a result of those actions or inactions by Kevin Taylor. 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 Kevin Taylor causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Kevin Taylor 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. Kevin Taylor 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 Sub-Sublease, Kevin Taylor 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 Sub-Sublease, except for the provisions relating to the period of Kevin Taylor'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 the City or Kevin Taylor upon thirty (30) days' notice. In the event that Kevin Taylor fails to surrender the Leased Premises upon termination or expiration of this Sub-Sublease, or such month-to-month tenancy, then Kevin Taylor shall indemnify the City against loss or liability resulting from any delay of Kevin Taylor in not surrendering the Leased Premises.

20. **REMEDIES UPON BREACH:** In the event of a breach of this Sub-Sublease by Kevin Taylor, 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: The City may terminate this Sub-Sublease 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 Kevin Taylor; (v) unpaid taxes or assessments and (vi) any other sum of money in damages owed by Kevin Taylor 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 Sub-Sublease, 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, Kevin Taylor shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting; and, in addition thereto, Kevin Taylor shall pay all reasonable expenses incurred in connection with any such reletting.

17. **TERMINATION:** After the first six (6) months of this Sub-Sublease, either party may terminate this Sub-Sublease with 120 days written notice to the other party.

21. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Sub-Sublease, Kevin Taylor 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, gender variance marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

22. **KEVIN TAYLOR INSURANCE:**

(1) **General Conditions:** Kevin Taylor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Kevin Taylor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Kevin Taylor. Kevin Taylor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Kevin Taylor. Kevin Taylor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Kevin Taylor shall provide a copy of this Agreement to its insurance agent or broker. Kevin Taylor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Kevin Taylor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Kevin Taylor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Kevin Taylor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Agreement, Kevin Taylor's insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Kevin Taylor. Kevin Taylor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Kevin Taylor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** Kevin Taylor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Kevin Taylor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Kevin Taylor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Kevin Taylor executes this Agreement.

(7) **Commercial General Liability:** Kevin Taylor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) **Business Automobile Liability:** Kevin Taylor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) **Property Insurance:** Kevin Taylor shall maintain All-Risk/Special Cause of Loss Form Property Insurance on a replacement cost basis including coverage for Lessee's tenant improvements, betterments and contents. Coverage shall include business interruption, including rental value, leasehold interest, and extra expense. The City and County of Denver shall be named Loss Payee as its interest may appear.

(10) **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;

- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (c) Kevin Taylor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Kevin Taylor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

23. **VENUE, GOVERNING LAW:** This Sub-Sublease 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 Sub-Sublease shall lie in the State District Court in and for the City and County of Denver, Colorado.

24. **ASSIGNMENT AND RIGHT TO SUBLEASE:** Kevin Taylor shall not assign or transfer its rights under this Sub-Sublease, or sublet the Leased Premises without first obtaining the written consent of the Director.

25. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** Kevin Taylor, 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:** Kevin Taylor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final

payment under this Sub-Sublease, have access to and the right to examine any directly pertinent books, documents, and records of Kevin Taylor involving matters directly related to this Sub-Sublease.

27. **AMENDMENT**: No alteration, amendment or modification of this Sub-Sublease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Sub-Sublease; however, the Director shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Sub-Sublease. 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 Sub-Sublease, 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 Sub-Sublease is determined by a court to be unenforceable for any reason, the remainder of the Sub-Sublease remains in full force and effect.

29. **BINDING EFFECT**: This Sub-Sublease 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 Sub-Sublease 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:

Kevin Taylor: Kevin Taylor Catering, LLC
1106 14th Street Denver, CO 80202
Attention: Kevin Taylor

City: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

Director of Real Estate

201 W. Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

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 Sub-Sublease 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 Sub-Sublease shall be charged personally or held contractually liable by or to the other party under any term or provision of this Sub-Sublease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Sub-Sublease.

35. **CONFLICT OF INTEREST BY CITY OFFICER:** Kevin Taylor 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 Sub-Sublease, 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 Sub-Sublease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Sub-Sublease and paid into the Treasury of the City.

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

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 Sub-Sublease or to define, limit or describe the scope or intent of this Sub-Sublease or the particular paragraphs to which they refer.

39. **CITY'S EXECUTION OF AGREEMENT**: This Sub-Sublease 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**: Kevin Taylor consents to the use of electronic signatures by the City. The Sub-Sublease, 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 Sub-Sublease 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 Sub-Sublease 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: FINAN-201416129-00

Contractor Name: Kevin Taylor Catering

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



Contract Control Number: FINAN-201416129-00

Contractor Name: Kevin Taylor Catering

By: *Kevin Taylor*

Name: *KEVIN TAYLOR*
(please print)

Title: *OWNER*
(please print)

ATTEST: [if required]

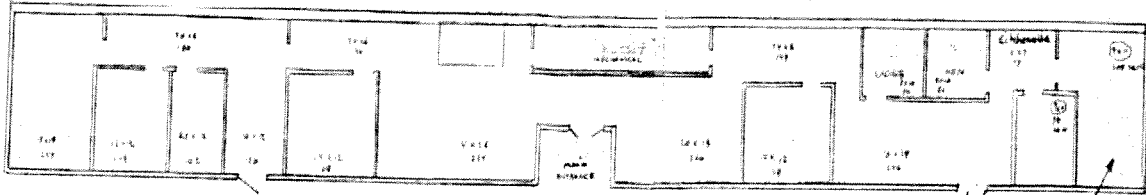
By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A
Depiction of Premises



This office space
19 x 11
209 sq. ft.

**Exhibit B
Glass Door Installation**

(Attached)

Exhibit B - Glass Door Installation

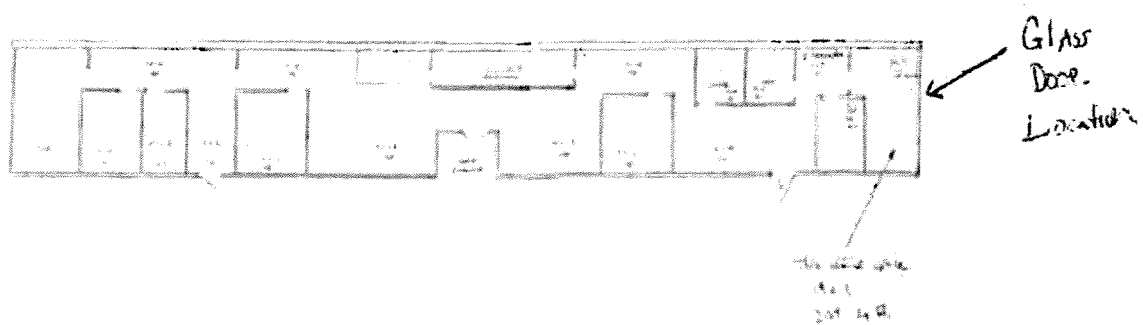


Exhibit C
Certificate of Insurance

(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (303) 972-6633 Fax: (303) 972-6655
IRG - AFFINITY INSURANCE PARTNERS, LLC
 7991 SHAFFER PARKWAY, SUITE 300
 LITTLETON CO 80127

CONTACT NAME: **Pamela M Thompson**
 PHONE (A/C, No, Ext): **(303) 972-6633** FAX (A/C, No): **(303) 972-6655**
 E-MAIL: **pthompson@irgco.com**
 ADDRESS:

INSURED
KEVIN TAYLOR CONSULTANTS LLC
 1106 14TH STREET
 DENVER CO 80202

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Continental Western Group	
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

COVERAGES

CERTIFICATE NUMBER: 47128

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		FRP3042404	09/07/13	09/07/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		FRP3042404	09/07/13	09/07/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			FRP3042404	09/07/13	09/07/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$ OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 1031 13th Street, Denver, CO 80202

For Commercial General Liability and Auto Liability, the City and County of Denver, its elected and appointed officials, employees and volunteers are Additional Insured. Umbrella is Follow Form over Scheduled Underlying Policies.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 Department of Finance
 1437 Bannock St
 Denver CO 80202

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pam Thompson

Pamela M Thompson