

AMENDED REVIVAL AMENDATORY LEASE AGREEMENT

This **AMENDED REVIVAL AMENDATORY LEASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or Lessee”), and **QUEBEC HOSPITALITY LLC**, a Limited Liability Company, whose address is 10 E. 120th Ave., Northglenn, CO 80233 (the “Lessor”).

WITNESSETH:

WHEREAS, The Parties entered into a Lease Agreement dated February 22, 2023 (the “Agreement”).

WHEREAS, The Parties entered into a Revival Amendatory Lease Agreement dated December 19, 2024 (the “Revival Amendatory Lease Agreement”).

WHEREAS, The Parties wish to amend the Revival Amendatory Lease Agreement to extend the Term, amend the rental amount, add \$5,067,360.00 in rent for the extended Term, and to make such other amendments as are herein set forth.

NOW, THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**TERM**”, is hereby amended to read as follows:
“2. **TERM**:
(a) The term of this lease shall begin on February 1, 2023 (the “Commencement Date”) and terminate one (1) year from the Commencement Date, or sooner terminated pursuant to the terms of this Lease.

(b) The Amendment Term of this lease shall begin on February 1, 2024 (the “Amendment Commencement Date”) and terminate December 31, 2025, or sooner terminated pursuant to the terms of this Lease.
2. Section 3 of the Agreement entitled “**RENT**”, is hereby amended to read as follows:
“3. **RENT**:
(a) During the Initial Term of the Lease, Lessee shall pay to the Lessor for the rent of the Leased Premises the sum of \$110 per day per room for a total of **Five Million Five Hundred Forty Thousand Seven Hundred Dollars (\$5,540,700.00)** a year for the full Lease term paid

monthly in advance on the first of the month starting in March of 2023. In March of 2023, Lessee shall pay the balance of February and March.

(b) During the Amendment Term of the Lease, Lessee shall pay to the Lessor for the rent of the Leased Premises the sum of \$120 per day per room for a total of **Eleven Million Five Hundred Ninety Two Thousand Dollars (\$11,592,000.00)** for the full Lease term paid monthly in advance on the first of the month starting in February of 2024.

3. Section 4 of the Agreement entitled “**MAXIMUM CONTRACT AMOUNT**”, is amended to reads as follows:

“4. **MAXIMUM CONTRACT AMOUNT**: Notwithstanding any other provision in this Lease, the City’s Maximum payment obligation will not exceed **SEVENTEEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED DOLLARS (\$17,432,700.00)**.

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

5. This Amended Revival Amendatory Lease Agreement 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.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:
Contractor Name:

FINAN-202578322-02| 202266264-02
QUEBEC HOSPITALITY LLC

By: Bruce Rahmani

Name: Bruce Rahmani
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: Gayle Ellis

Name: Gayle Ellis
(please print)

Title: Finance Manager
(please print)

Contract Control Number:

FINAN-202578322-02| 202266264-02

Contractor Name:

QUEBEC HOSPITALITY 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-202578322-02| 202266264-02
QUEBEC HOSPITALITY LLC

By: see vendor signature page attached

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)