

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado ("City" or "Lessor"), and **COFFEE ETCETERA, LLC**, a Colorado limited liability company, whose address is 2015 York Street, Denver, Colorado 80205, ATTN: Vaden Law Firm, LLC ("Lessee").

### WITNESSETH:

**WHEREAS**, the City and the Lessee entered into that certain Lease Agreement dated May 23, 2010 (the "Lease") whereby the City leased approximately 324 square feet ("Leased Premises") of the property located at 502 West Colfax, Denver, CO 80202 ("Property") which is a judicial courthouse, for the operation of a concession area for the service of coffee, food and other items to the public and employees; and

**WHEREAS**, the City and Lessee desire to amend the Lease to extend the term of the Lease and increase rent and operating expenses and update other contract language.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Lease entitled "**TERM**" is hereby amended to read as follows:

"2. **TERM**: The term of this Lease shall begin March 1, 2011 and terminate on December 31, 2020, unless sooner terminated pursuant to the terms of this Lease. This Term may be extended upon the same terms and conditions as set forth herein, at the sole option of the City, for one additional five-year term. Rent obligations for any extended term shall be set forth in an amendment extending the term of the Lease. Nothing contained herein shall obligate the City to extend the Lease beyond the initial term."

2. Article 3(a) of the Lease entitled "**RENT AND OPERATING EXPENSES**" is hereby amended by adding the following to the end of Article 3(a):

January 1, 2016 through December 31, 2016: the sum of **Nine Hundred Seventy Five and No/100 Dollars (\$975.00)** per month for an annual amount of \$11,700.00.

January 1, 2017 through December 31, 2017: the sum of **One Thousand and No/100 Dollars (\$1000.00)** per month for an annual amount of \$12,000.00.

January 1, 2018 through December 31, 2018: the sum of **One Thousand Twenty Five and No/100 Dollars (\$1025.00)** per month for an annual amount of \$12,300.00.

January 1, 2019 through December 31, 2019: the sum of **One Thousand Fifty and No/100 Dollars (\$1050.00)** per month for an annual amount of \$12,600.00.

January 1, 2020 through December 31, 2020: the sum of **One Thousand Seventy Five and No/100 Dollars (\$1075.00)** per month for an annual amount of \$12,900.00.”

3. A new Section 36, “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**”, shall be added as set forth below:

“41. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Lessor consents to the use of electronic signatures by the City. The Amendatory Lease 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 Amendatory Lease 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.”

4. Except as herein amended, the Lease is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

**Contract Control Number:** FINAN-RC15001-01

**Contractor Name:** Coffee Etcetera 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:

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: FINAN-RC15001-01

Contractor Name: Coffee Etcetera LLC

By: Sylvester Tally

Name: Sylvester Tally  
(please print)

Title: OWNER  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

