

AMENDMENT TO CONCESSION AGREEMENT

This Amendment to Concession Agreement is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado and home rule city (the “City”), and **SYLVESTOR TALLY**, whose address is 15452 E. 7th Avenue, Aurora, Colorado 80111 (the “Concessionaire”)(the City and the Concessionaire, collectively the “Parties”).

RECITALS:

WHEREAS, the Parties entered into an Agreement dated December 18, 2007 (City Clerk Number 07-1116), as amended by an Amendment to Concession Agreement (the “Agreement”);

WHEREAS, now the Parties desire to amend the Agreement to extend the term until September 30, 2016;

WHEREAS, the City owns and operates the municipal office facility known as the Wellington E. Webb Municipal Office Building, located at 201 W. Colfax Avenue, Denver, Colorado 80202 (the “Property”); and

WHEREAS, the City requested proposals for the operation of a coffee kiosk upon a portion of the Property; and

WHEREAS, the City chose the Concessionaire to provide such operation of a coffee kiosk.

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

- A. The Parties agree that each has been operating in good faith as if the parties had amended to the Concession Agreement to extend the term from 2010 through 2013, and hereby ratify the actions they have taken to this time, including paying and accepting rent.

B. Paragraph "1" is hereby amended to read as follows:

1. **TERM**: The term of the Concession Agreement shall commence on October 1, 2007 (the "Commencement Date") and shall expire on September 30, 2016 (the "Expiration Date"), unless sooner terminated pursuant to the terms of this Amendment to Concession Agreement or unless the Concessionaire exercises his option(s).

C. Paragraph "2" is hereby amended to read as follows:

2. **COMPENSATION AND FEES**: The Concessionaire covenants and agrees that it shall pay for the term from October 1, 2013 to September 30, 2016 (the "Second Renewal Term") to the City as compensation hereunder for the rights and privileges herein the following: Nine Hundred Dollars (\$900.00) per month, totaling Forty-Three Thousand Two Hundred Dollars (\$43,200.00) for the Second Renewal Term. Previous to this Amendment to Concession Agreement, compensation paid by Concessionaire to the City was, with the Renewal Term of this Amendment to Concession Agreement, Sixty Two Thousand One Hundred Dollars (\$62,100.00). Together with this Second Amendment to Concession Agreement, compensation paid by Concessionaire to the City for entire term of the Agreement shall be One Hundred Five thousand Three Hundred Dollars (\$105,300.00).

D. Concessionaire consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.

E. As herein amended, the written Agreement between the City and Concessionaire is hereby revived, ratified and reaffirmed in all particulars.

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: FINAN-RC73031-01

Contractor Name: 12345

By: Sylvester Tally

Name: Sylvester L Tally
(please print)

Title: OWNER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

