

THIRD AMENDMENT TO CONCESSION LICENSE

THIS THIRD AMENDMENT TO CONCESSION LICENSE is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **TR PARK CENTRAL, LLC**, a Delaware limited liability company registered to do business in Colorado, whose address is 2001 Ross Avenue, Suite 3400, Dallas, Texas 75201 ("Concessionaire"), jointly "the parties."

RECITALS

A. The Parties entered into an Agreement dated June 21, 2011, an Amendatory Agreement dated August 15, 2014 and a Second Amendatory Agreement dated April 22, 2015 (collectively, the "Agreement") to provide concessionaire services at Skyline Park.

B. The Parties wish to amend the Agreement to update the Concessionaire's address as set forth above, add a fee waiver provision and update the Notice address.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Section III of the Concession License is hereby amended as follows:

"III. <u>CONCESSIONAIRE</u>	<u>CONCESSIONAIRE'S ADDRESS</u>
TR Park Central, LLC	2001 Ross Avenue, Suite 3400 Dallas, Texas 75201"

2. Section V of the Agreement entitled "**COMPENSATION TO BE PAID TO CITY**" is hereby amended to read as follows:

"V. COMPENSATION TO BE PAID TO CITY:

Concessionaire will compensate City as follows:

The concession fee for use of the License Area shall be the sum of Ten Thousand Dollars (\$10,000.00) per year, with an increase of \$500.00 per year after the first year of the term hereof (the "Fee"), due and payable on the 15th day of January of each year of the term, in advance. In addition, Concessionaire shall post a bond or irrevocable letter of credit in favor of the City in the amount of \$20,000 to be drawn by the City in the event that Concessionaire fails to remove the Improvements at the end of the term of this License if so elected by the City as provided in Section VIII below. At the end of the term of this License, as it may be extended by Concessionaire, the Concessionaire will increase the amount of the bond if necessary, in an amount equal to the projected actual cost of removal of those portions of the Improvements then required by the City. Notwithstanding the foregoing, the Fee shall be reduced as follows:

A. Each of up to ten events hosted by Concessionaire in conjunction with a local non-profit group, to be open to the public, will

reduce the fee by \$750.00 per event, where at least \$750.00 is spent by the Concessionaire on food, entertainment or services; and

B. \$2,500.00 per year for each year Concessionaire supplies and maintains 1000 square feet of flower beds from June through September in that portion of Skyline Park contiguous to the Building; provided that the City shall supply the water and watering for such beds; and

C. If TR Park Central, LLC sublets the patio space in Skyline Park to an approved partner of the City and does not charge said partner for use of the patio space, the City will waive the concession fee on a year to year basis; and

D. Any additional amounts which are to be negotiated between the parties in subsequent years.

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Amendatory 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.

[SIGNATURE PAGES FOLLOW]

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: PARKS-RC72014-03

Contractor Name: TR Park Central LLC

By:  

Name: Sam Gillespie
(please print)

Sam Gillespie
Vice President

Title: _____
(please print)

ATTEST: [if required]
By: 

Name: _____ Duncan Walker
(please print) Vice President

Title: _____
(please print)

