

AMENDATORY LEASE AGREEMENT

This **AMENDATORY LEASE AGREEMENT** (the "Amendment") 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 **CENTRAL LODGING, LLC**, a Colorado Limited Liability Company, whose address is 10 East 120th Avenue, Northglenn, Colorado 80233 (the "Lessor"), each a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated December 22, 2023 (the "Agreement").

WHEREAS, the Parties wish to amend the Agreement to extend the term, amend the rental amount, 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 the date the fully executed Lease is delivered to the Lessor ("Commencement Date") and terminate one (1) year from the Commencement Date, or sooner if terminated pursuant to the terms of this Lease (the "Initial Term").

(b) The "Amendment Term" of this Lease shall begin on January 4, 2025 (the "Amendment Commencement Date") and terminate March 31, 2025, or sooner if 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, the 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 **Ten Million Eight Hundred Twenty-Nine Thousand Eight Hundred Dollars and NO/100 (\$10,829,800)** a year for the full Initial Term paid monthly in advance starting in January of 2024. In January of 2024, Lessee shall pay the balance of December 2023, and January.

(b) During the Amendment Term, 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 **Two Million Two Hundred Ninety-Six Thousand Eight Hundred Dollars and NO/100 (\$2,296,800.00)** for entire Amendment Term paid monthly in advance on the first of the month starting on or before the Amendment Commencement Date.

(c) The Parties acknowledge that the City has paid to Lessor an amount of Seven Hundred Forty-Five Thousand Dollars and NO/100 (\$745,000.00) for Lessor to terminate a franchise agreement so that the Property could continue to be used as a shelter.”

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

“4. **MAXIMUM CONTRACT AMOUNT**: Notwithstanding any other provision in this Lease, the City’s maximum payment obligation will not exceed **THIRTEEN MILLION ONE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED DOLLARS (\$13,126,600)**.

4. Section 20 of the Agreement entitled “**EXAMINATION OF RECORDS AND AUDITS**,” is amended to read as follows:

“20. **EXAMINATION OR RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Lessor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government

Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276.”

5. A new Section 38 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby being added to the Agreement to read as follows:

“38. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Lessee’s provision of Services hereunder, the Lessor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Lessee expressly acknowledges that the Lessor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Lessor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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


7. This Amendment 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.

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[SIGNATURE PAGES TO FOLLOW]

LESSOR:

Central Lodging, LLC,
a Colorado Limited Liability Company

By: 
Bruce Rahmani, President of Colorado Hospitality
Services, Inc. as Manager of Central Lodging, LLC

Contract Control Number:
Contractor Name:

FINAN-202476845-01| 202371671-01
CENTRAL LODGING 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-202476845-01| 202371671-01
CENTRAL LODGING LLC

By: Bruce Rahmani

Name: Bruce Rahmani
(please print)

Title: Member Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)