

**FIRST AMENDMENT TO CONCESSION AGREEMENT AND REVIVAL
(CIVIC CENTER OFFICE BUILDING)**

THIS FIRST AMENDMENT TO CONCESSION AGREEMENT AND REVIVAL is made and entered into as of this _____ day of _____, 2012 by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the "City"), and the **HJB CONVENIENCE CORPORATION, d/b/a RUSSELL'S CONVENIENCE**, a Colorado corporation with offices located at 8585 W. 14th Avenue, Suite B3, Lakewood, Colorado 80215 (the "Assignee Concessionaire").

03-333-A

RECITALS

WHEREAS, the City and Trans Pacific Stores, Ltd. d/b/a Russell's Convenience ("Concessionaire") entered into the Concession Agreement dated May 29, 2003 (the "Agreement") which may be found at City Clerk File No. 03-333; and

WHEREAS, Concessionaire, on May 12, 2004, entered into an Assignment and Assumption of Lease, thereby assigning all of Concessionaire's rights, title and interest in the Concession Agreement to Assignee Concessionaire; and

WHEREAS, the City consented to the Assignment and Assumption of Lease; and

WHEREAS, Assignee Concessionaire has continued to use the Concession Space beyond the current Term with the consent of the City; and

WHEREAS, the City and Assignee Concessionaire desire to revive and amend the Concession Agreement to extend the term of the Concession Agreement for an additional five (5) years, with all other terms and conditions remaining the same.

NOW, THEREFORE, in consideration of the recitals set forth above, the City and Assignee Concessionaire agree as follows:

1. Paragraph 2 of the Agreement, entitled "**TERM**", is amended and restated in its entirety to read as follows:

- a. **TERM**: The term of this Concession Agreement shall commence on March 1, 2003 (the "Commencement Date") and shall expire on April 30, 2016 (the "Expiration Date"), unless sooner terminated pursuant to the terms of this Concession Agreement. If, however, the Master Lease is terminated for any reason prior to the expiration or sooner termination of this Concession Agreement, then the term of this Concession Agreement shall terminate as of the date of termination of the Master Lease. The City agrees it will use its best efforts to provide notice to the Concessionaire of any such termination.

2. The definition of “Master Lease” is amended and restated in its entirety to be the following:

A Build to Suit Lease Purchase Agreement for the Civic Center Office Building dated March 14, 2000 (City Clerk File No. 00-145, as amended by an Amended and Restated Build to Suit Lease Purchase Agreement for the Civic Center Office Building dated July 15, 2000 (City Clerk File No. 00-145-A), as further amended by the Second Amended and Restated Build to Suit Lease Purchase Agreement dated July 15, 2003 (City Clerk File No. 00-145-D) and as further amended by a Third Amended and Restated Build to Suit Lease Purchase Agreement No. 2008A dated October 1, 2008 (City Clerk File No. 00-145-G).

3. Except as herein amended, the Concession Agreement is hereby revived, affirmed and ratified in each and every particular, and will remain in full force and effect.

4. The parties agree that approval of Special Counsel as defined in the Master Lease shall be a condition precedent to the effectiveness of this First Amendment to Concession Agreement and Revival pursuant to Section 13.2(a) of the Master Lease.

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IN WITNESS WHEREOF, the parties have executed this First Amendment to Concession Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
DEBRA JOHNSON, Clerk
and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Director, Division of Real Estate

APPROVED AS TO FORM:
DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. RC25022(1)

By: _____
Assistant City Attorney

By: _____
Auditor

“CITY”

ATTEST: [If required by Corporate procedures]

**HJB CONVENIENCE CORPORATION d/b/a
RUSSELL’S CONVENIENCE**
Tax (IRS) Identification No. 20-1249544

By: _____

By: _____
Don Hugo

Title: _____

Name: RAYMOND HOFF
(please print)

Title: PRESIDENT

“ASSIGNEE CONSESSIONAIRE”