

SEVENTH AMENDATORY LEASE AGREEMENT

THIS SEVENTH AMENDATORY LEASE 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, hereinafter referred to as the “City”, and **DAZBOG DENVER BLDG. LLC**, a Colorado limited liability company, whose address is 1090 Yuma Street, Denver, Colorado 80204 (the “Concessionaire”). The City and the Concessionaire may each be referred to as a “Party” and collectively as “the Parties”.

RECITALS:

WHEREAS, the City leased certain real property and improvements located at 201 W. Colfax, Denver, Colorado 80202 (the “Property”) to the Concessionaire by a Concession Agreement dated **June 12, 2018** (City Clerk File No. 201840933-00) to operate a coffee kiosk, and a First Amendment to Concession Agreement dated **June 8, 2020** (City Clerk File No. FINAN202054775-01), a Second Amendment dated **August 24, 2020** (City Clerk File No. FINAN202054775-02), a Third Amendment dated **January 5, 2021** (City Clerk File No. FINAN202054775-03), a Fourth Amendment dated **April 8, 2021** (City Clerk File No. FINAN202054775-04), exercised an option to extend the Agreement on **April 15, 2021**, a Fifth Amendatory Agreement dated **January 12, 2022** (City Clerk File No. FINAN-202054775-05), and a Sixth Amendatory Agreement dated **April 20, 2022** (City Clerk File No. FINAN-202054775-06) (collectively the “Agreement”); and

WHEREAS, the Mayor declared a state of local disaster emergency on **March 12, 2020**, pursuant to C.R.S. 24-33.5-701, et seq. (“City Emergency Declaration”), due to the spread of COVID-19, as may be amended, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated **March 11, 2020**, as may be amended, on the same basis, and the President of the United States issued a Declaration of Emergency on **March 13, 2020**, due to the COVID-19 crisis (“Nationwide Emergency Declaration”); and

WHEREAS, the Parties now desire to amend the Agreement to provide for more flexibility and ease to Concessionaire as office workers gradually return to working in the office and foot traffic in the Wellington Webb Municipal Office Building increases.

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

1. **Article 3** of the Agreement, entitled “**COMPENSATION AND FEES**,” is hereby amended by adding the following to the end of the existing contents of Article 3:

“3. **COMPENSATION, FEES AND OPERATIONS:**

- a. Concessionaire agrees to reopening the kiosk for business starting July 5, 2022.
- b. Concessionaire agrees to operate the kiosk, at minimum, during the following hours:

Monday – Thursday 7:00 a.m. to 1:00 p.m.

In January 2024 (at the latest) required hours return to the lease requirement of at least 7 hours each day, 5 days per week, excluding weekends and City holidays

- c. Rent shall follow the modified schedule outlined in the below chart. Rent for April 2022 through December 2023 is discounted due to less foot traffic in Webb building, the building in which the kiosk is located.

Period	Existing Monthly Rent	Modified Monthly Rent
April 2022	\$800.00	1/3 rent, or \$266.67
May 2022 – December 2022	\$850.00	1/3 rent, or \$283.31
January 2023 – April 2023	\$850.00	\$850.00 x 4 th Quarter 2022 average monthly foot traffic divided by 90,000, but no less than Dec 2022 rent
May and June 2023	\$900.00	\$900.00 x 4 th Quarter 2022 average monthly foot traffic divided by 90,000 but no less than April 2023 rent
July 2023 – December 2023	\$900.00	\$900.00 x 3 rd Quarter 2023 average monthly foot traffic divided by 90,000 but no less than June 2023 rent
Jan 2024 – March 2026	\$900.00	No modification, this amount remains \$900.00

(Figures are based on pre-pandemic average monthly foot traffic of about 90,000 people per month, figures tabulated by Webb security office)

- d. City agrees to give Concessionaire a rent credit of \$2,768.72 for health insurance benefits paid. This amount will be applied to rent for April through December 2022, with the remaining \$235.41 going toward January 2023 rent.
 - e. City will cooperate with Dazbog in announcing reopening to City employees located in the Webb building, 201 W Colfax, and the City and County building for purposes distributing Dazbog marketing materials such as coupons and promotions.”
2. Except as herein amended, the Agreement is revived, affirmed and ratified in each and every particular.
 3. This Seventh Amendatory Lease 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.

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SIGNATURE PAGES FOLLOW THIS PAGE

Contract Control Number: FINAN-202054775-07/ Alfresco 201840933
Contractor Name: DAZBOG DENVER BLDG. 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

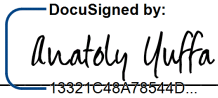
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202054775-07/ Alfresco 201840933
DAZBOG DENVER BLDG. LLC

By:  _____
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Name: Anatoly Yuffa
(please print)

Title: member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)