

## AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“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 “Government”) and **MHF Denver Manager V LLC**, as agent for **MHF Denver Operating V LLC**, d/b/a the **Hampton Inn & Suites Denver-Downtown** whose address is 1845 Sherman Street, Denver, Colorado 80203 (the “Owner”).

WHEREAS, the parties entered into an Emergency Occupancy Agreement dated April 16, 2020 (City Clerk File No. 202054346-00) and an Amendment To Emergency Occupancy Agreement dated September 16, 2020 (City Clerk File No. 202055635-01) for the City to use Owner’s hotel facility to provide non-congregate sheltering to members of the public on an expedited, emergency basis due to the COVID-19 pandemic (the “Agreement”); and

WHEREAS, the parties wish to amend the Agreement by extending the Term, increasing the contract funds in the amount of Four Million Five Hundred Ninety-nine Thousand Two Hundred Twenty-five and No/100 dollars (\$4,599,225.00), and changing the City designated representative as stated herein;

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

1. Article 2 of the Agreement entitled “**TERM**” is amended to read as follows:

“2. **TERM**: The term of this Amendment shall begin on January 1, 2021, and terminate at 11:59 P.M. on February 28, 2021 (“Term”), *provided, however,* the parties agree that the Term shall not extend beyond: (i) the duration of the Public Health Emergency, as that term is defined under the Nationwide Emergency Declaration, or (ii) February 28, 2021 without the prior written, mutual agreement of both parties. Notwithstanding the foregoing, the City may terminate this Agreement at any time prior to February 28, 2021, upon expiration of the Public Health Emergency or as otherwise stated herein. The Parties shall have the option to extend this Agreement for four (4) additional one-month terms by both Parties

executing a letter of extension. The letter of extension shall be executed by both Parties no later than thirty (30) days prior to the expiration of the then-current term. On behalf of the City, the City's Director of Real Estate or the Director's authorized designee shall have authority to execute letters of extension."

2. Article 3 of the Agreement entitled "**FEES**" is deleted in its entirety and amended to read as follows:

"3. **FEES:** The City shall pay to Owner an amount equal to SIXTY DOLLARS (\$60) per Room per night (regardless of occupancy) through and including August 31, 2020, and the City shall pay to Owner an amount equal to SIXTY-FIVE DOLLARS (\$65) per Room per night (regardless of occupancy) beginning on September 1, 2020 through the end of the Term, which amount shall be paid to Owner in arrears on Monday of each week (Monday through Sunday) (the "Weekly Fees"). Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FOUR MILLION FIVE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$4,599,225.00) (the "**Maximum Contract Amount**")."

3. Article 8 of the Agreement entitled "**ENTRY BY OWNER**" is amended to delete "James Ginsberg, Denver Department of Housing Stability, cell phone number: (720) 296-6355, email: [James.Ginsburg@denvergov.org](mailto:James.Ginsburg@denvergov.org)" and replace with "Rebecca Martinez, Denver Department of Housing Stability, cell phone number: 720-498-5186, email: [Rebecca.martinez2@denvergov.org](mailto:Rebecca.martinez2@denvergov.org)".

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

5. 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

FINAN-202057182-02 / FINAN-202054346-02 / FINAN-202055635-02  
MHF DENVER OPERATING V 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:

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**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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**Contract Control Number:**  
**Contractor Name:**

FINAN-202057182-02 / FINAN-202054346-02 / FINAN-202055635-02  
MHF DENVER OPERATING V LLC

By: (See attached)

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

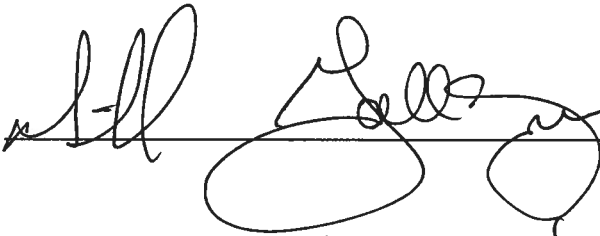
By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Contract Control Number:**  
**Contractor Name:**

FINAN-202057182-02 / FINAN-202054346-02 / FINAN-202055635-02  
MHF DENVER OPERATING V LLC

By: 

Name: Michael Galligan  
(please print)

Title: GENERAL MANAGER  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)