

SECOND AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT

This **SECOND AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT** (“Second 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 **JBK HOTELS, LLC**, a Delaware limited liability company (“Owner”).

WHEREAS, the parties entered into an Emergency Occupancy Agreement dated May 6, 2020 (City Clerk File No. 202054515-00) 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, as amended by that certain Amendment to Emergency Occupancy Agreement dated September 21, 2020 (City Clerk File No. 202055637-01) (the “Agreement”); and

WHEREAS, the parties wish to further amend the Agreement by extending the Term and increasing the contract funds in the amount of Two Million Four Hundred Seven Thousand Three Hundred dollars (\$2,407,300.00);

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 deleted in its entirety and amended to read as follows:

“**2. TERM**: The term of this Agreement shall begin on the Effective Date, and terminate at 11:59 P.M. on February 28, 2021 (“Term”), *provided, however,* the parties agree that the Term shall not extend beyond the duration of the Public Health Emergency, as that term is defined under the Nationwide Emergency Declaration and the City may terminate this Agreement at any time upon expiration of the Public Health Emergency or as otherwise stated herein. The parties shall have the option to extend this Agreement four (4) additional one-month term(s) (through June 30, 2021) by both parties executing a letter of extension. The letter of extension shall be executed by both parties no later than ten (10) 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. The definition for the term "**Maximum Contract Amount**" under Article 3 of the Agreement is deleted in its entirety and amended to read as follows:

"Notwithstanding any other provisions of the Agreement, the City's maximum payment obligation will not exceed Five Million Nine Hundred Sixty-Five Thousand Eight Hundred dollars (\$5,965,800.00) (the "Maximum Contract Amount")."

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

4. This Second 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-202057157-02/FINAN-202055637-02/FINAN-202054515-02
JBK HOTELS, 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-202057157-02/FINAN-202055637-02/FINAN-202054515-02
JBK HOTELS, 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-202057157-02/FINAN-202055637-02/FINAN-202054515-02
JBK HOTELS, LLC



By: _____

Name: Jonathan Gandhi
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)