

**FIRST AMENDMENT TO FEBRUARY 18, 2020 RESERVOIR RESTAURANT  
LEASE**

This First Amendment to Reservoir Restaurant Lease dated February 18, 2020 (the "Lease") is made as of the 30th day of October, 2020, by and between the City of Boulder, Colorado, a Colorado home rule city (the "City"), and LandLoch Boulder, LLC, a Colorado limited liability company ( "Tenant"). The City and Tenant may hereinafter be referred to as a "Party" or collectively as the "Parties."

A. The Parties entered into a Lease dated February 18, 2020 and anticipated its first full season of operations in May 2020. The City desired to increase the community benefit and augment the customer experience at the Reservoir by providing high quality food and beverage services at a restaurant, available to visitors, and such other ancillary use, operation and maintenance of the restaurant as described in the Lease. The property and lease premises (the "Premises") are depicted in Exhibit A of the Lease and include the restaurant, kitchen, patio, and yard adjacent to the patio. Due to unforeseen circumstances, including the occurrence of a worldwide pandemic, Tenant was unable to provide services for the 2020 Season.

B. The Parties wish to amend the terms of the Contract and to clarify the promises and obligations of the parties.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Lease as follows:

1. Paragraph B of "RECITALS" of the Lease is replaced by the following, to read:

B. Commencement of lease term shall begin January 1, 2021 and Tenant shall provide services through the first full operations season of 2021 and every season thereafter until the expiration of the lease term. Tenant covenants and agrees to provide said services, as set forth in this Contract during said period.

2. Section 2, "LEASE TERM, RENT AND COMMON AREA MAINTENANCE" of the Lease is replaced to read as follows:

2.A. The City agrees to lease the Premises to Tenant for use as described in this Lease and Tenant shall provide food and beverage service needs at the Reservoir for a five-year term anticipated to begin in 2021 and end five years thereafter. Commencement of the five-year lease term shall commence on January 1, 2021 ending December 31, 2025. Commencement of Tenant services shall begin January 1, 2021 through the first full Season, as defined in paragraph 3A, beginning no later than May 31, 2021. Tenant covenants and agrees to provide said services, as set forth in this Lease during said period and for each Season thereafter until the lease term expires.

2.C. Tenant's obligation to pay rents due under this Lease shall occur ninety



(90) days following opening day, the "Rent Commencement Date," and shall be due on the same day each month thereafter until the lease term expires.

3. Section 3 of the Lease, "SCOPE OF SERVICES," is expanded to include the following additional provisions, which read as follows:

3.A. The Restaurant and Events Program shall be operated year-round with anticipated minimal operating hours of 11:00 a.m. - 5:00 p.m. every day from Memorial Day Weekend through Labor Day Weekend (the "Season") of each year during the term of this Lease. Tenant expects to have the option to be open during expanded hours, beyond the minimal operating hours, as long as tenant complies with any city ordinances and use codes. These expanded hours would take place any day of the week both during the "Season" and the "Off Season" (Off-season is defined as those dates between Labor Day and Memorial Day). The Parties may agree to amend the Season hours of operations in September 2021. The City will identify the City closure days per calendar year. Tenant is responsible for expenses for operations during the City closures, should Tenant be open. Any change in hours of operation shall be in writing and subject to the City's approval. Tenant Rent and CAM charges will be abated by one month for any consecutive 4-week closure during the Off Season, provided that changes or closures are made in accordance with this lease.

3.R. Tenant shall provide the City with a written inventory of furnishing and fixtures, that includes who owns which pieces of equipment. Tenant will provide the inventory before opening Season (May 31, 2021). The inventory will be updated annually. The inventory will be included as an exhibit to this agreement through a written amendment. The City reserves the right to request service and maintenance records for determining what the City is not responsible for with respect to ongoing maintenance and service needs.

4. Section 4, of the Lease, "RESPONSIBILITIES OF THE CITY," is replaced to read as follows:

4.F. The City reserves the right to request Tenant to provide service and maintenance records on City owned equipment. Tenant shall timely comply with requests for such records.

5. Section 5 of the Lease, "ANCILLARY USES AND EXTERIOR SPACE," is expanded to include the following additional provisions, which read as follows:

5.A. Tenant will obtain the necessary approvals from the City's permitting department for structure upgrades and building changes.

6. A new paragraph, 10.L., is added, which reads as follows:

10.L. A Party shall not be liable for any failure of or delay in the performance of this Lease for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

7. A certificate of insurance shall be provided to the City by Tenant, evidencing coverage for the extended term of the Lease.

8. Except as amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this First Amendment have caused it to be executed by their authorized officers as of the day and year above first written. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

***[SIGNATURE PAGE FOLLOWS]***

TENANT

By: [Signature]  
Title: MANAGING MEMBER

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

Acknowledged before me, a notary public, this 1<sup>st</sup> day of December, 2020, by  
Soshua binar, as Managing Member.

Witness my hand and official seal.  
My commission expires: 12/1/2021

**MATTHEW J KLIEFORTH**  
**NOTARY PUBLIC**  
(SEAL) **STATE OF COLORADO**  
**NOTARY ID 20094038957**  
**MY COMMISSION EXPIRES DECEMBER 01, 2021**

[Signature]  
Notary Public

CITY OF BOULDER

Chin J. Muhl  
City Manager

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

Sandra Llanes  
City Attorney's Office