

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **SENTER GOLDFARB & RICE, LLC**, a Colorado limited liability company, with an address of 1700 Broadway, Suite 1700 Denver Colorado 80290 (“Special Counsel”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 15, 2011 and amended the Agreement on August 10, 2012 to provide professional legal services, as provided by Subtitle B of the Denver City Charter at section 6.1.2 and in conformance with the Colorado Rules of Professional Conduct, in matters assigned to Special Counsel by the City Attorney, or his designee (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term and increase the maximum compensation to Special Counsel.

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

1. That Paragraph 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“3. **TERM**: The term of the Agreement shall commence on January 1, 2011 and will expire on December 31, 2014 (the “Term”).”

2. Paragraph 4 of the Agreement entitled “**PAYMENT OF FEES AND EXPENSES**” is hereby amended to read as follows:

“4. **PAYMENT OF FEES AND EXPENSES**: The City shall pay to Special Counsel and Special Counsel shall accept as full payment, an amount of money not to exceed **ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$1,150,000.00)**, which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City as follows:”

3. Paragraph 4(c)(1) of the Agreement entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

“(c) **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement,

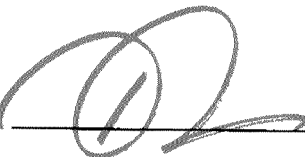
the City's maximum payment obligation will not exceed **ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$1,150,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those described in the Agreement are performed at Special Counsel's risk and without authorization under the Agreement."

4. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.
5. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: ATTNY-CE13018-02

Contractor Name: SENTER GOLDFARB & RICE LLC

By:  _____

Name: THOMAS S. RICE
(please print)

Title: OF COUNSEL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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:

By _____

By _____

By _____

