

AMENDMENT NUMBER TWO TO ROOF ANTENNA AGREEMENT

THIS AMENDMENT NUMBER TWO TO ROOF ANTENNA AGREEMENT (“Amendment Two”) is made as of date set out below, effective May 1, 2017, between **1670 Broadway Investors, LLC**, a Delaware limited liability company (“Landlord”), c/o Cushman & Wakefield of Colorado, Inc., with offices located at 1670 Broadway, Suite 925, Denver, CO 80202, and **City and County of Denver**, a municipal corporation of the State of Colorado (“Tenant”).

RECITALS

A. Landlord and Tenant entered into a Roof Antenna Agreement dated May 15, 2007 (the “Agreement”) for lease of portions of the building located at 1670 Broadway, Denver, CO 80202 (the “Building”) located on the 36th Floor (the “Equipment Space”), Roof (“Roof Space”), and parking facility housing the Tenant’s emergency generator (the “Generator Space”) as defined in Exhibits A, B, and C of the Agreement. Together the Equipment Space, Roof Space, and Generator Space are referred to as the “Premises.”

B. Landlord and Tenant entered into Amendment Number One to Roof Antenna Agreement dated August 19, 2008 (“Amendment One”) to allow Tenant to install one additional antenna (the “Additional Antenna”) on the Premises as defined in Exhibit A of Amendment One.

C. The term of the Agreement (the “Term”) commenced on May 1, 2007 and terminated on April 30, 2017. Tenant and Landlord desire to extend the Term.

NOW, THEREFORE, in consideration of the payment of rent and keeping and performance of the covenants and agreements by Tenant under this Amendment Number Two, Landlord is willing to extend the Term subject to the following conditions:

1. The Term of the Agreement is hereby extended (the “Extended Term”) and shall terminate on April 30, 2022 (the “Extended Expiration Date”), unless terminated earlier as provided in and in accordance with the Agreement.
2. Tenant shall pay to Landlord as rent for the Roof Space, the Equipment Space, the Generator Space, and the Additional Antenna in monthly installments as follows:

5/1/17 – 4/30/18	\$4,259.05/mo with a total of \$51,108.60 per year
5/1/18 – 4/30/19	\$4,386.82/mo with a total of \$52,641.84 per year
5/1/19 – 4/30/20	\$4,518.42/mo with a total of \$54,221.04 per year
5/1/20 – 4/30/21	\$4,653.97/mo with a total of \$55,847.64 per year
5/1/21 – 4/30/22	\$4,793.59/mo with a total of \$57,523.08 per year

3. The maximum contract amount contained in Article 3, Paragraph 3.1 of the Agreement is hereby increased from \$448,290 to \$719,632.20.
4. Tenant shall, at its option, have the right to one (1) five (5) year extension or renewal of the Agreement, which extension or renewal shall be on the same covenants, terms, and conditions as those contained in the Agreement, except for the payment of rent and maximum contract amount contained in Article 3, Paragraph 3.1 of the Agreement.
5. If there is any conflict between the terms and provisions of this Amendment Two and the terms and provisions of the Agreement, the terms and provisions of this Amendment Two shall govern. Except as specifically set forth, all other provisions of the Agreement shall remain unchanged and in full force and effect and be binding upon the parties in accordance with their terms.

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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 _____



Contract Control Number: FINAN-GE7A002-02

Contractor Name: 1670 BROADWAY INVESTORS LLC REI 3262

By: 

Name: ALAN B GREEN
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

