

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and ") and **JPMORGAN CHASE BANK, N.A.**, a national banking association organized and existing under the laws of the United States and as such legally permitted to do business in the State of Colorado with offices located at 1125 17th Street, Third Floor, Denver, Colorado 80202 (the "Bank"),

WITNESSETH:

WHEREAS, the City and the Bank previously entered into a Master Agreement dated April 22, 2015 (the "Master Agreement") relating to provision of banking services for the City; and

WHEREAS, neither party has notified the other of its intention to terminate the Master Agreement, and the City has appropriated sufficient funds for the annual renewal for a 2021 continuance of services under the Master Agreement;

WHEREAS, the parties have determined to extend the Master Agreement;

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

1. Subparagraph 3 (c) of the Master Agreement, entitled "Optional Renewal Terms," is amended to read as follows:

(c) **Optional Renewal Terms.** The City shall have the unilateral option to renew the Master Agreement after the expiration of the final Annual Renewal Term for up to five (5) additional one-year terms upon notice from the Manager confirming the exercise of such optional renewal and confirming appropriation of sufficient amounts for the subsequent year has been made by City Council, subject to Section 3(e) below. The first Optional Annual Renewal Term shall be from January 1, 2018 to December 31, 2018; the second Optional Annual Renewal Term shall be from January 1, 2019 to December 31, 2019; the third Optional Annual Renewal Term shall be from January 1, 2020 to December 31, 2020; the fourth Optional Annual Renewal Term shall be from January 1, 2021 to December 31, 2021 and, after December 31, 2021, if this Master Agreement has not been terminated by either party prior to December 31, 2021, the fifth Optional Annual Renewal Term shall be from January 1, 2022 to December 31, 2022 and, after December 31, 2022, if this Master Agreement has not been terminated by either party prior to December 31, 2022 this Master Agreement shall be continued on a month to month basis thereafter for up to, but not to exceed, 12 months (each

a “Monthly Renewal Term”). Each Annual Renewal Term, Optional Annual Renewal Term, or Monthly Renewal Term shall be referred to herein as a “Renewal Term”.

2. Paragraph 20 of the Master Agreement entitled “NOTICES” is amended to replace the Bank’s address with the following:

JPMorgan Chase Bank, N.A.
Attn: Debbie Tolley or CB Gov’t Industry Mgr
1125 17th St, 3rd Floor
Mail Code CO1-9523
Denver, CO, 80202-2025
debbie.x.tolley@jpmorgan.com
Telephone: (303) 244-3225

3. For the avoidance of doubt with respect to subparagraph (a) of Section 2 of the Master Agreement, entitled “SERVICES TO BE PERFORMED,” the parties acknowledge that the “Scope of Work” or “Services” to be performed under the Master Agreement do not include merchant payment card processing. The provision of any such services by the Bank or its affiliates are subject to separate agreements between the City and the Bank or its affiliate.

4. Subparagraph (c) of Section 6 of the Master Agreement, entitled “TERMINATION,” is amended to read as follows:

c. Notwithstanding sub-paragraph 6(a), the City may terminate the Master Agreement if the Bank or any of its officers or employees after the date of the Amendatory Agreement are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Bank’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. The Bank has affirmatively disclosed that it has entered into publicly available consent orders with its banking regulators and deferred prosecution agreements.

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

*Remainder of page left intentionally blank.
Signatures follow.*

Contract Control Number: FINAN-202055953-01/FINAN-201207060-01
Contractor Name: JPMORGAN CHASE BANK

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

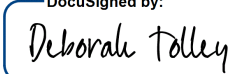
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202055953-01/FINAN-201207060-01
JPMORGAN CHASE BANK

By: DocuSigned by:

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Name: Deborah Tolley
(please print)

Title: Authorized officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)