

THIRD AMENDMENT TO CHILLED WATER SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Chilled Water Service Agreement is made and entered into as of the date set forth on the City's signature page (the "Effective Date"), by and between Public Service Company of Colorado, a Colorado corporation ("Supplier"), and The City and County of Denver, a municipal corporation of the State of Colorado ("Customer").

WITNESSETH:

WHEREAS, Customer and Supplier are parties to that Chilled Water Service Agreement dated December 12, 2001, as amended by the First Amendatory Agreement, dated January 15, 2004, and the Second Amendment to Chilled Water Service Agreement, dated February 25, 2011 (referred to herein, as amended, as the "Agreement"), which provides for the purchase of chilled water service by Customer from Supplier for various properties owned by Customer as specified in the Agreement (collectively, the "Premises");

WHEREAS, Customer desires to upgrade the Chilled Water System for the Denver Art Museum also arrange for chilled water to be provided to the Denver Art Museum at temperatures that are lower than currently provided; and,

WHEREAS, Seller and Customer desire to amend their Agreement to provide for these system upgrades and lower chilled water temperatures.

NOW WHEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree to amend the Agreement as follows:

1. A new Section 1.27.5 is added as follows:

1.27.5 "Supply Temperature Override" means the Customer has the right to transmit a supply temperature override control signal to the Supplier if Customer control system cannot maintain the required humidification levels within the galleries of the Denver Art Museum. Supplier agrees to provide 40 degree F supply temperature on the facility side of the heat exchanger within 30 minutes of receiving this override signal, and to maintain that supply temperature until gallery environmental conditions have returned to normal and a signal from the Denver Art Museum cancelling the lower supply temperature override has been received by Supplier. During this override condition Supplier agrees to maintain the 40 degree F supply temperature regardless of any increase or decrease in the Customer's return temperature.

2. A new Section 2.2(a)(iv) is added as follows:

(iv) "Supply Temperature Override Charge" - Whenever the Customer activates the Supply Temperature Override and the Supplier initiates the 40 degree F supply temperature, there will be an additional charge of \$0.10 per ton-hr. of consumption as

metered in 15 minute increments from the time Supplier first furnishes the override supply temperature of 40 degrees F. This additional charge will terminate at the next 15 minute interval from the time Supplier received a control signal from the Customer indicating the lower supply temperature is no longer required.

3. Section 2.5 is amended as follows:

(a) After the phrase "Contract Capacity Charge Rate" the words "and the" shall be stricken and replaced with ",". After the phrase "Consumption Charge Rate" the words "and the Supply Temperature Override Rate" shall be added so that the Section now reads:

On January 1 of each year during the term of this Agreement the Contract Capacity Rate, the Consumption Charge Rate and the Supply Temperature Override Rate will be adjusted by Supplier as follows:

(b) At the end of Section 2.5(b) delete "." And add "; and" so that the section now reads:

The Consumption Charge Rate in effect on the last day of the immediately preceding Calendar Year will be multiplied by the Consumption Charge Index, as determined in accordance with Schedule "A" hereto, and the Consumption Charge Rate as so adjusted shall remain in effect until further adjusted under this Agreement; and

(c) A new subsection (c) is added as follows:

The Supply Temperature Override Rate in effect on the last day of the immediately preceding calendar year will be multiplied by the Consumption Charge Index, as determined in accordance with Schedule "A" hereto, and the Supply Temperature Override Rate as adjusted shall remain in effect until further adjustment under this Agreement.

4. Schedule B is amended as follows:

(a) Subparagraph 4 entitled "Installation" in Subsection C. entitled "Supplier Responsibilities" is amended to add the following to the end of the Subparagraph:

With respect to the Denver Art Museum, Suppliers' contractors will install the modifications required to interconnect the Suppliers distribution piping and control conduits based on the Denver Art Museum recommended new pipe route and as mutually agreed upon between the Customer and Supplier. The Supplier will install modifications to their control system to receive humidification and a supply temperature override signal from Customer's control system.

(b) Subparagraph 2 of Subsection D entitled "Customer Responsibilities" is amended to add the following to the end of the Subparagraph:

With respect to the Denver Art Museum, Customer will provide the control,

temperature and humidification sensor equipment and control wiring for the control of Customer's Internal System, which will include gallery humidification values and a supply temperature override control signal to supplier's control system.

3. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment to Chilled Water Service Agreement as of the day and year first above written.

SUPPLIER:

PUBLIC SERVICE COMPANY OF COLORADO

By: David Eves
Title: President, Public Service Company of Colorado

CUSTOMER:

CITY AND COUNTY OF DENVER

Contract Control Number: GENRL-CE2Y000-03

Contractor Name: Public Service Company of Colorado

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: GENRL-CE2Y000-03

Contractor Name: Public Service Company of Colorado

*Please see attached
signature page.*

By: _____

Reviewed
Legal

6/10/11

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



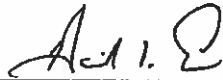
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By: David Eves
Title: President, Public Service Company of Colorado

Reviewed
Legal



CUSTOMER:

CITY AND COUNTY OF DENVER

