

## THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **CHANDLER ASSET MANAGEMENT**, whose address is 6225 Lusk Blvd. San Diego, CA 92121 (the "Consultant").

### W I T N E S S E T H:

**WHEREAS**, the City and the Consultant previously entered into an Agreement dated July 28, 2009 and amended on December 21, 2010 and July 29, 2011 (collectively the "Agreement") to procure investment consulting and investment management services; and

**WHEREAS**, the City and the Consultant wish to amend the Agreement to extend the term, and add payment for the extension period;

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

1. Paragraph 3 of the Agreement, entitled "**TERM**," is amended to read as follows:

3. **TERM**:

- A. **Initial Term**: The Initial Term during which the Consultant's services shall be rendered under this Agreement is from the effective date hereof, through December 31, 2009, unless terminated sooner pursuant to the terms contained in this Agreement.

- B. **Renewal Terms**. The City shall have the unilateral option to renew and extend the Term for five additional terms. If the option is exercised, the first renewal term shall be from January 1, 2010, through December 31, 2010. A second renewal term shall be January 1, 2011 through December 31, 2011. A third renewal term shall be January 1, 2012 through December 31, 2012. A fourth renewal term shall be January 1, 2013 through December 31, 2013. A fifth renewal term shall be January 1, 2014 through December 31, 2014. Such option to renew shall be deemed to have been exercised by the Manager upon the City Council appropriation and encumbrance of funds for the payment of services for another year for the amounts set forth in Article 4 hereof. If an appropriation and resulting encumbrance for this Agreement is not made for a future fiscal year, the City shall be deemed to have thereby failed to exercise its option to renew this Agreement for such year, and this Agreement shall terminate on the expiration of the then current Term. It is expressly

understood and agreed that if the City exercises its option to renew this Agreement, its obligation to make payments to the Consultant shall only extend to monies appropriated by the Denver City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement.

2. Paragraph 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**,” is amended to read as follows:

**4. COMPENSATION AND PAYMENT:**

**a. Fee:** The Consultant’s sole compensation for its services rendered and costs incurred if all renewal terms are exercised under the Agreement is One Million Four Hundred Twenty Thousand Dollars (\$1,420,000.00) and rates billed may not exceed the rates set forth in **Exhibit B**.

**b. Reimbursement Expenses:** There are no reimbursable expenses allowed under the Agreement.

**c. Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City.

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Four Hundred Twenty Thousand Dollars (\$1,420,000.00) (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 Consultant beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those set forth therein are performed at Consultant’s risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

**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 \_\_\_\_\_

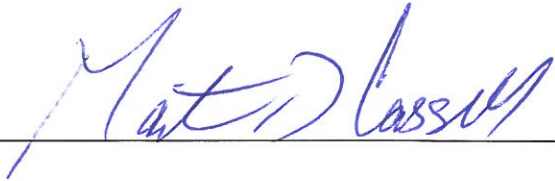
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** FINAN-CE90484-03

**Contractor Name:** CHANDLER ASSET MANAGEMENT

By: 

Name: Martin D. Cassell  
(please print)

Title: CEO & Chief Investment Officer  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

