

SECOND AMENDMENT TO CHILLED WATER SERVICE AGREEMENT

[Webb Building]

THIS SECOND AMENDMENT TO CHILLED WATER SERVICE AGREEMENT (this “Second Amendment”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Customer”), and **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation (the “Supplier” and referred to herein, together with the Customer, as the “Parties” or each individually as a “Party”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Chilled Water Service Agreement, dated June 13, 2000, as amended by the First Amendment to Chilled Water Service Agreement, dated December 12, 2001, providing for the purchase of chilled water service by the Customer from the Supplier (the “Agreement”); and

WHEREAS, the Parties now wish to amend the Agreement to extend the Term of the Agreement to coincide with the duration of certain other related agreements between the Parties.

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

1. Extension of Term. Section 9.1 of the Agreement is hereby amended, in its entirety, to read as follows:

9.1 Term. This Agreement will be effective as of the date hereof and, unless sooner terminated as provided in Sections 9.3 or 9.5, will remain in effect for an Initial Term ending on June 30, 2026. Unless written notice that this Agreement will terminate on the last day of the Initial Term is provided by either party at least one year prior to the end of the Initial Term, this Agreement will become automatically renewable for ten (10) year periods unless either party gives written notice of termination at least one year prior to expiration of the current term.

2. Effect. Except as herein amended, the Agreement is affirmed and ratified in each and every particular and shall continue in full force and effect.

3. Entire Agreement. This Third Amendment and the Agreement constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all

other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

4. **Amendments.** This Third Amendment may only be amended or modified in writing signed by both the Parties.

5. **Counterparts and Electronic Signatures.** This Third Amendment may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument. A manually signed copy of this Third Amendment, or a copy of this Third Amendment signed with an electronic or digital signature, delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Third Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a signed copy of this Third Amendment.

6. **Execution.** This Third Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council. As used herein, the “Effective Date” shall mean the date set forth on the signature page for the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

GENRL-202578267-02 [CE0Y018-02]
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

GENRL-202578267-02 [CE0Y018-02]
PUBLIC SERVICE COMPANY OF COLORADO

By:  F2C4AE75060748E...

Name: Robert S. Kenney
(please print)

Title: President, Xcel Energy, Colorado
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)