

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **SAVATREE, LLC**, a Delaware limited liability company (the “Contractor”). City and Contractor shall be individually referred to herein as a “Party” and jointly as the “Parties.”

### RECITALS:

**A.** The Parties entered into an Agreement executed on or about November 16, 2018, and an Amendatory Agreement dated March 06, 2020 (collectively, the “Agreement”) for the performance of certain work set forth in that Agreement and **Exhibit A** thereto; and

**B.** Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Agreement as they previously existed and the Parties further desire to amend the Agreement to increase maximum capacity and extend the term.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM.**

The term of the Agreement shall commence on May 1, 2019 and shall expire on December 31, 2021 (“Term”). This Agreement may be terminated earlier as provided in this Agreement. Any option to extend shall be exercised by a separate amendment executed in the same manner as this Agreement.”

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

“**4. COMPENSATION AND PAYMENT.**

- A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the

Contractor that the compensation for the Work authorized to be performed by the Contractor under this Agreement will total or approximate the Maximum Contract Amount. All Work is subject to inspection by the City prior to payment.”

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

4. This Amendatory Agreement 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.

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**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** PARKS-201845227-02 / 202056049  
**Contractor Name:** SAVATREE, LLC

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:

\_\_\_\_\_

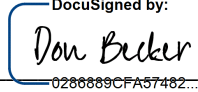
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PARKS-201845227-02 / 202056049  
SAVATREE, LLC

By:  \_\_\_\_\_  
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Name: Don Becker  
(please print)

Title: COO  
(please print)

ATTEST: [if required]

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

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

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