

**SECOND AMENDMENT TO
LEASE OF FACILITIES**

THIS SECOND AMENDMENT to Lease of Facilities is made and entered into this ____ day of _____, 2011, by and between Public Service Company of Colorado (“PSCo”), a Colorado corporation, and the City and County of Denver, a home rule city and municipal corporation of the State of Colorado, (“Lessor” or “City”) (hereinafter referred to collectively as the “Parties”).

00-414-B

WITNESSETH:

WHEREAS, PSCo and Lessor are parties to a Lease of Facilities dated June 13, 2000 (City Contract Control No. RC0Y002 and Clerk File No. 00-414), as amended by that Amendment to Lease of Facilities dated December 12, 2001 (City Contract Control No. RC0Y002(1) and City Clerk File No. 00-414-A) (as so amended, the “**Facilities Lease**”), which provides for PSCo to lease from Lessor for a period of twenty-five (25) years, plus two (2) 10-year renewal terms thereafter, certain of Lessor’s chilled water generation and circulation facilities located within certain buildings owned, operated or controlled by Lessor in Denver, Colorado (“**Leased Facilities**”), including Lessor’s City Chiller Plant located at 1331 Cherokee Street (“**City Chiller Plant**”);

WHEREAS, PSCo and City are also parties to a certain Chilled Water Service Agreement dated December 12, 2001 (City Contract Control No. CE2Y000 and City Clerk File No. 01-1213), as amended by that First Amendatory Agreement dated January 15, 2004 (City Contract Control No. CE2Y000(1) and City Clerk File No. 01-1213-A) pursuant to which PSCo has agreed to provide to the City, and the City has agreed to purchase from PSCo, chilled water service for use by the City at certain buildings owned or controlled by the City in downtown Denver (“**South of Colfax Chilled Water Service Agreement**”);

WHEREAS, Lessor has plans to construct a new Police Crime Laboratory Building (“**Crime Lab Building**”) at the site of the City Chiller Plant which will require the City Chiller Plant to be removed from service and demolished to allow for the construction of the new Crime Lab Building;

WHEREAS, the construction of the Crime Lab Building will also require the relocation of certain chilled water facilities of PSCo and the City within the city block bounded by Cherokee Street, Delaware Street, 13th Avenue and 14th Avenue (“**City Police Services Block**” or “**CPS Block**”);

WHEREAS, the Parties are entering into a Lease Buyout Agreement dated of even date herewith (“**Lease Buyout Agreement**”), setting forth terms and conditions regarding: (1) the removal of the City Chiller Plant from the South of Colfax Chilled Water Service Agreement and from the Facilities Lease; (2) relocation, construction and conveyance of certain chilled water facilities on the CPS Block; (3) the payment of monies to PSCo for amending the Facilities Lease and the South of Colfax Chilled Water Services Agreement; and (4) if PSCo elects to have certain facilities constructed, the City granting rights to PSCo to use City-owned land for such CPS Block facilities and other PSCo facilities; and

WHEREAS, in accordance with and subject to the terms and conditions of such Lease Buyout Agreement, the Parties mutually desire to amend the Facilities Lease to remove the City Chiller Plant from the terms of the Facilities Lease.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the Facilities Lease is hereby amended as follows:

1. Section 27, Surrender, Subsection (a), Possession and Condition of Leased Facilities, shall be deleted in its entirety and hereby is replaced and superseded by the following new Subsection (a):

(a) Possession and Condition of Leased Facilities. Upon the expiration or other termination of the Term, PSCo shall immediately quit and surrender possession of the Leased Premises and the Leased Facilities. PSCo warrants that upon its surrender of the Leased Facilities to Lessor, the North of Colfax Facilities shall be in good operating condition and capable of providing, on a combined basis, at least 4,800 tons of chilled water service capacity to the North of Colfax Buildings and the South of Colfax Facilities shall be in good operating condition and capable of providing, on a combined basis, at least 2,100 tons of chilled water service capacity to the South of Colfax Buildings. PSCo further warrants that if the Leased Facilities so surrendered to Lessor, except for the Leased Facilities located within the Boettcher Concert Hall, the DCPA Administration Building and the Police Administration Building, shall break down or otherwise become in need of immediate repair within five (5) years following the termination or expiration of the Lease, except damage covered by Lessor's insurance under Section 22 above, PSCo shall, at its option, either perform any such necessary repairs or reimburse Lessor for the actual cost incurred by Lessor to perform any such necessary repairs. Upon such surrender, all right, title and interest of PSCo in the Leased Premises and the Leased Facilities shall cease, except as otherwise provided in Section 15(c).

2. For purposes of Section 15(b), the Parties acknowledge that PSCo intends to install a new chiller or chillers on the Leased Premises in replacement of the chillers located at the City Chiller Plant in the future. The City agrees to cooperate with PSCo in achieving any replacement of the capacity lost from removal of the City Chiller Plant.

3. The existing Exhibit A, Description of Leased Facilities, to the Facilities Lease shall be deleted in its entirety and replaced and superseded with the new Exhibit A, attached hereto and incorporated herein.

4. The existing Exhibit B, Description of Leased Premises and Buildings, to the Facilities Lease shall be deleted in its entirety and replaced and superseded with the new Exhibit B, attached hereto and incorporated herein.

5. Electronic Signatures and Electronic Records. The parties hereto consent to the use of electronic signatures by the City. This Facilities Lease, and any other documents

requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Facilities Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Facilities Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original

6. All other provisions of the Facilities Lease shall remain the same.
7. This Amendment shall be effective the day and year above first written.

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Lease of Facilities as of the day and year first above written.

LESSOR:

CITY AND COUNTY OF DENVER

ATTEST:

By: _____
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of General Services

By: _____
Manager of Public Works

APPROVED AS TO FORM:
Denver City Attorney, Attorney for
the City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED

By: _____
Manager of Finance

Contract Control No.

By: _____
Auditor

PSCO:

PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation


By: 
David L. Eves
President and Chief Executive Officer

EXHIBIT A

Description of Leased Facilities

1. The Colorado Convention Center On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 1200 Tons Nominal Capacity 854 kW Compressor, R-11 1976 gpm CHW (20% PG), 55/40F 2400 gpm CDW, 75/89.6F	Trane	CVHE 125 G	N97A00472
Chiller 2	Water Cooled Chiller 1200 Tons Nominal Capacity 854 kW Compressor, R-11 1976 gpm CHW (20% PG), 55/40F 2400 gpm CDW, 75/89.6F	Trane	CVHE 125 G	N97F03658
Chiller 3	Water Cooled Chiller 1200 Tons Nominal Capacity 854 kW Compressor, R-11 1976 gpm CHW (20% PG), 55/40F 2400 gpm CDW, 75/89.6F	Trane	CVHE 125 G	N97G04306
CHWP1	Chilled Water Pump	Peerless	8AE13	
CHWP2	Chilled Water Pump	Peerless	8AE13	
CHWP3	Chilled Water Pump	Peerless	8AE13	
CWP1	Condenser Water Pump	Peerless	8AE13	
CWP2	Condenser Water Pump	Peerless	8AE13	
CWP3	Condenser Water Pump	Peerless	8AE13	
CWP/CHWP1	Condenser Water Pump	Peerless	8AE13	
VFD-1	Variable Frequency Drive	Graham	1576	
CT1	Cooling Tower	BAC	38652C	88601511P
CT2	Cooling Tower	BAC	38652C	
CT3	Cooling Tower	BAC	38652C	
O3	Ozone Water Treatment Sys.			

Note 1: The electrical service to the Chillers, including transformer capacity, feeders, and switchgear is sufficient to run only two Chillers at a time.

Note 2: The Ozone Water Treatment System is sufficient to serve only one Chiller at a time.

2. The Temple Hoyne Buell Theatre On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 360 Tons Nominal Capacity 233 kW Compressor, R-11 865 gpm CHW, 54/44F 1045 gpm CDW, 85/95F	Carrier	19DK71313C M	
Chiller 2	Water Cooled Chiller 360 Tons Nominal Capacity 233 kW Compressor, R-11 865 gpm CHW, 54/44F 1045 gpm CDW, 85/95F	Carrier	19DK71313C M	
CHWP1	Chilled Water Pump	B&G		
CHWP2	Chilled Water Pump	B&G		
CHWP3	Chilled Water Pump	B&G		
CWP1	Condenser Water Pump	B&G		
CWP2	Condenser Water Pump	B&G		
CT1	Cooling Tower	Evapco	AT8185	904867

Note 1: The Cooling Tower is sufficient to run only one Chiller at a time.

3. The Helen Bonfils Theatre On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 350 Tons Nominal Capacity 220 kW Compressor, R-134a 600 gpm CHW, 56/42F 840 gpm CDW, 80/92F	McQuay	C2412RNY2 RA	57F0006900
Chiller 2	Water Cooled Chiller 210 Tons Nominal Capacity 133.8 kW Compressor, R-134a 360 gpm CHW, 56/42F 520 gpm CHW, 56/42F	McQuay	C2412RNY2 RA	57F0010700
CHWP1	Chilled Water Pump	B&G	1510-5BC	
CHWP2	Chilled Water Pump	B&G	1510-5BC	
CWP1	Condenser Water Pump	B&G	1510-4BC	
CWP2	Condenser Water Pump	B&G	1510-4BC	
CT1	Cooling Tower			
CT2	Cooling Tower			
FHX	Free-Cooling Heat Exchanger			

4. The Boettcher Concert Hall On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 230 Tons Nominal Capacity 198 kW Compressor, R-11 540 gpm CHW, 52F/42F 675 gpm CDW, 80F/90.3F	Carrier	19DG5347CD	43509
Chiller 2	Water Cooled Chiller 230 Tons Nominal Capacity 198 kW Compressor, R-11 540 gpm CHW, 52F/42F 675 gpm CDW, 80F/90.3F	Carrier	19DG5347CD	25329
CHWP1	Chilled Water Pump	B&G	15104G1175B	
CHWP2	Chilled Water Pump	B&G	15104G1175B	
CHWP3	Chilled Water Pump	B&G	15104G1175B	
CWP1	Condenser Water Pump	B&G	VSCS-S 10-1/2	
CWP2	Condenser Water Pump	B&G	VSCS-S 10-1/3	
CT1	Cooling Tower	BAC	VST-400BSST	767348

5. The Denver Center for Performing Arts Administration Building On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 107 Tons Nominal Capacity 100 kW Compressor, R-22 256 gpm CHW, 54F/44F 321 gpm CDW, 85F/95F	Carrier	30HR 120D 600	Q212964
CHWP1	Chilled Water Pump	Allis Chalmers	600	321-46330-1-1
CWP1	Condenser Water Pump			
CT1	Cooling Tower	BAC	VXT N215 X	829859P

6. The Yasui Plaza Building On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller 1	Water Cooled Chiller 300 Tons Nominal Capacity 130 kW Compressor, R-123 600 gpm CHW 54/42F 900 gpm CDW, 75/85F	York	YTG1H1E1-CNG	GMEM 030506
CHWP1	Primary Chilled Water Pump			
CHWP2	Secondary Chilled Water Pump			
CHWP3	Secondary Chilled Water Pump			
CWP1	Condenser Water Pump			
CT1	Cooling Tower	Marley	NC4121GS	103819-001-96
FHX	Free-cooling Heat Exchanger	Tranter	UFX-51-5-HP-125	SC 17189

7. Police Administration Building On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller PAB1	Water Cooled Chiller in PAB 300 Tons Nominal Capacity	Trane	PCV 3A	
Chiller PAB2	Water Cooled Chiller in PAB 300 Tons Nominal Capacity	Trane	PCV 3A	
FCHX PAB1	Free Cooling Heat Exchanger In Police Administration Building 400 Tons Nominal Capacity 1380 gpm CHW (0% PG), 54F/47F 1380 gpm CDSW, 45F/52F	Mueller	AT40-B20	244729
CHWP PAB1	Chilled Water Pump			
CHWP PAB2	Chilled Water Pump			
CDSP PAB1	Condenser Pump			
CDSP PAB2	Condenser Pump			
CT PAB1	Cooling Tower 690gpm CDSW, 85F/75F/65FWB 690gpm CDSW, 52F/47.8F/40FWB (120 Tons)			
CT PAB2	Cooling Tower 690 gpm CDSW, 85F/75F/65FWB 690gpm CDSW, 52F/47.8F/40FWB (120 Tons)			

8. The Denver Art Museum On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller DAM1	Water Cooled Chiller 550 Tons Nominal Capacity 284 kW Compressor, R-123 1320 gpm CHW, 54/44F 1525 gpm CDW, 85/95F	Trane	CVHF049GA	L99M04865M
Chiller DAM2	Water Cooled Chiller 550 Tons Nominal Capacity 284 kW Compressor, R-11 1320 gpm CHW, 54/44F 1524 gpm CDW, 85/95F	Trane	CVHF049GA	
CHWP DAM1	Chilled Water Pump, 25 hp			
CHWP DAM2	Chilled Water Pump, 25 hp			
CWP DAM1	Condenser Water Pump, 50 hp			
CWP DAM2	Condenser Water Pump, 50 hp			
CT DAM1	Cooling Tower, 40 hp 1600 gpm CDSW, 90F/80F/64FWB 52F/49.2F/40FWB (187 Tons)	BAC	VTL185MOR	91201712
CT DAM2	Cooling Tower, 40 hp 1600 gpm CDSW, 90F/80F/64FWB 52F/49.2F/40FWB (187 Tons)	BAC	VTL185MOR	91201713
FCHX	Free Cooling Heat Exchanger In Denver Art Museum 550Tons Nominal Capacity 1350 gpm CHW (0% PG), 60F/50.1F 1350 gpm CDSW, 45F/54.9F	Polaris	S65-1S10-230 TMTL – 67.00	3233

9. The Denver Public Library On-Site Chiller Plant:

Equipment Tag	Description and Test Criteria	Make	Model	Serial No.
Chiller DPL1	Water Cooled Chiller 500 Tons Nominal Capacity 338 kW Compressor, R-11 855 gpm CHW, 54/44F 1500 gpm CDW, 85/95F	McQuay		
Chiller DPL2	Water Cooled Chiller 500 Tons Nominal Capacity 338 kW Compressor, R-11 855 gpm CHW, 54/44F 1500 gpm CDW, 85/95F	McQuay		
FCHX DPL1	Free Cooling Heat Exchanger In Denver Art Museum ??? Tons Nominal Capacity	Alfa Laval	A15-BFG	30101-96008
CHWP DPL1	Chilled Water Pump, 20 hp			
CHWP DPL2	Chilled Water Pump, 20 hp			
CHWP DPL3	Chilled Water Pump, 20 hp			
CWP DPL1	Condenser Water Pump, 20 hp			
CWP DPL2	Condenser Water Pump, 20 hp			
CWP DPL3	Condenser Water Pump, 20 hp			
CT DPL1	Cooling Tower, 2-15 hp 2SPD Motors 2440 gpm CDSW, 86.9F/76.9F/63FWB	BAC	3341-2FG	

EXHIBIT B

Description of Leased Premises and Buildings

1. At the Colorado Convention Center located at 700 14th Street, the Leased Premises include the Main Mechanical Room, where the three chillers are located, and the roof area adjacent to the Main Mechanical Room, where the three cooling towers are located. The dimensions of the Main Mechanical Room are approximately 60 feet by 60 feet and it is located on the second level on the south side of the building.
2. At the Temple Hoyne Buell Theatre located at 950 13th Street, the Leased Premises include the Main Mechanical Room, where the two chillers are located, and the roof area above the Main Mechanical Room, where the one cooling tower is located. The dimensions of the Main Mechanical Room are approximately 36 feet by 83 feet and it is located on the basement level on the north side of the building.
3. At the Helen Bonfils Theatre located at 1050 13th Street, the Leased Premises include the Main Mechanical Room, where the two chillers are located, and the roof area adjacent to the Main Mechanical Room, where the two cooling towers are located. The dimensions of the Main Mechanical Room are approximately 25 feet by 50 feet and it is located on the third level in the northwest corner of the building.
4. At the Boettcher Concert Hall located at 905 13th Street, the Leased Premises include the Main Mechanical Room, where the two chillers are located, and the area adjacent to the building, where the one cooling tower is located. The dimensions of the Main Mechanical Room are approximately 20 feet by 60 feet and it is located on the basement level on the north side of the building. The cooling tower is located on grade on the west side of the building.
5. At the Denver Center for Performing Arts Administration Building located at 1245 Champa Street, the Leased Premises include the Main Mechanical Room, where the one chiller is located, and the roof area adjacent to the Main Mechanical Room, where the one cooling tower is located. The dimensions of the Main Mechanical Room are approximately 15 feet by 20 feet and it is located on the fifth level on the west side of the building.
6. At the Yasui Plaza Building located at 303 West Colfax Avenue, the Leased Premises include the Chiller Room, where the one chiller and the one free-cooling heat exchanger are located; the Pump Room, where the Chilled Water Pumps and the Condenser Water Pumps are located; and the roof area adjacent to the Chiller Room, where the one cooling tower is located. The dimensions of the Chiller Room are approximately 30 feet by 20 feet and the dimensions of the Pump Room are approximately 40 feet by 20. Both the Chiller Room and the Pump Room are located on the top floor of the building.
7. (A) At the City and County Building, the Leased Premises include an area in the Southwest corner of the basement of the City and County Building. This area is not solely for PSCo's use, but is shared with Lessor. The Leased Premises allow for entrance

to the building for PSCo's supply and return chilled water lines and control conduit, interconnection to the existing chilled water lines and control conduit, which serve both the Police Administration Building and the Pre-Arrest Detention Facility, and space for installing chilled water control equipment.

(B) At the top floor of Police Administration Building located at 1331 Cherokee Street, the Leased Premises include the Auxiliary Mechanical Room, where the two standby chillers are located, and the roof area adjacent to the Auxiliary Mechanical Room, where the cooling towers are located. The Parties acknowledge and agree that this area is shared space necessary for PSCo to access and operate of the Leased Facilities and Lessor's access to and operation of its other building facilities. PSCo and Lessor agree not to use such shared space in a manner that would restrict the other party's access to and operation of its facilities.

8. At the Denver Art Museum located at 100 West 14th Avenue, the Leased Premises include the Main Mechanical Room, where the two chillers and the free cooling heat exchanger are located, and the area adjacent to the Main Mechanical Room, where the cooling towers are located. The dimensions of the Main Mechanical Room are approximately 75 feet by 40 feet and it is located on the basement level on the south side of the building.
9. At the Denver Public Library located at 10 West 14th Avenue, the Leased Premises include the Main Mechanical Room, where the two chillers are located, the adjacent area where the condenser pumps are located, the roof area adjacent to the Main Mechanical Room, where the two cooling towers are located, and the Auxiliary Mechanical Room on level B-3, where the energy transfer station will be located. The dimensions of the Main Mechanical Room are approximately 100 feet by 60 feet and it is located on the 8th level on the east side of the building. The dimensions of the adjacent area are approximately 40 feet by 40 feet. The dimension of the Auxiliary Mechanical Room on level B-3 are approximately 40 feet by 40 feet.
10. PSCo may lease, as available, any space in Lessor's facilities or on Lessor's grounds for chilled water equipment and materials beyond that needed for service to Lessor's facilities at a rate to be negotiated in good faith.