

THIRD AMENDMENT TO ROOF ANTENNA AGREEMENT

THIS THIRD AMENDMENT TO ROOF ANTENNA AGREEMENT (the "Amendment") is made and entered into by and between **ELEVATE ONE, LLC**, a Delaware limited liability company ("Landlord" or "Elevate"), with offices located at 4100 East Mississippi Avenue, Suite 450, Glendale, Colorado 80246 and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("Tenant").

WITNESSETH

WHEREAS, Landlord (as successor-in-interest to DV Colorado LLC, as successor-in-interest to Mountain Towers Properties, LLC) and Tenant are parties to a Roof Antenna Agreement dated February 27, 2007, an Amendment to the Agreement dated March 30, 2010, and a Second Amendment to Roof Antenna Agreement dated September 18, 2017 (collectively the "Agreement") for lease of certain portions of the building located at 4100 E. Mississippi Avenue, Glendale, Colorado 80246 (the "Building").

WHEREAS, under the Agreement, Tenant has obtained the right to use a portion of the Roof Space, for the purpose of operating and maintaining the Equipment.

NOW, THEREFORE, the parties hereby further amend the Agreement as follows:

1. Article 2 of the Agreement entitled "**TERM; RENEWAL**", subsection 2.1 entitled "**Term**", is hereby amended as follows:

"**2.1 Term.** The term of this Agreement (the "**Term**") shall commence on February 1, 2007 (the "Commencement Date") and shall terminate on January 31, 2037 (the "Expiration Date") unless terminated earlier as provided herein. Tenant may also terminate this Agreement for convenience upon giving ninety (90) days' prior written notice to Landlord."

2. Article 3 of the Agreement entitled "**RENT**", subsection 3.1 entitled "Monthly Rent," is deleted and replaced in its entirety by the following:

"**3.1 Monthly Rent.** Tenant shall pay to Landlord for the rent of the Roof Space the total sum of Six Hundred Ninety-Four Thousand Nine Hundred Seventy-Seven Dollars and Twelve Cents (\$694,977.12); future payments totaling Four Hundred Twenty-Six Thousand Two Hundred Three Dollars and Fifty-Two Cents (\$426,203.52), are payable to the Landlord in monthly installments as follows:

<u>Dates</u>	<u>Monthly</u>	<u>Total/yr</u>
2/1/2022 - 1/31/2023	\$1,909.62	\$22,915.44
2/1/2023 - 1/31/2024	\$1,966.91	\$23,602.92

2/1/2024 - 1/31/2025	\$2,025.92	\$24,311.04
2/1/2025 - 1/31/2026	\$2,086.70	\$25,040.40
2/1/2026 - 1/31/2027	\$2,149.30	\$25,791.60
2/1/2027 - 1/31/2028	\$2,213.78	\$26,565.36
2/1/2028 - 1/31/2029	\$2,280.19	\$27,362.28
2/1/2029 - 1/31/2030	\$2,348.60	\$28,183.20
2/1/2030 - 1/31/2031	\$2,419.06	\$29,028.72
2/1/2031 - 1/31/2032	\$2,491.63	\$29,899.56
2/1/2032 - 1/31/2033	\$2,566.38	\$30,796.56
2/1/2033 - 1/31/2034	\$2,643.37	\$31,720.44
2/1/2034 - 1/31/2035	\$2,722.67	\$32,672.04
2/1/2035 - 1/31/2036	\$2,804.35	\$33,652.20
2/1/2036 - 1/31/2037	\$2,888.48	\$34,661.76

3. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Landlord consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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 the Agreement 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 the Agreement 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.

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

[Signature Pages Follow]

Contract Control Number: FINAN-202158969-03 / ALF FINAN-GE75003-03
Contractor Name: ELEVATE ONE 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:

By:

Contract Control Number:
Contractor Name:

FINAN-202158969-03 / ALF FINAN-GE75003-03
ELEVATE ONE LLC

By: *Please see next page for signature*

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: FINAN-202158969-03 / ALF FINAN-GE75003-03

Contractor Name: ELEVATE ONE LLC

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

LANDLORD:

ELEVATE ONE, LLC

By: CACP Elevate LLC, sole member

By: CAC Partners LLC, Manager

By: Matador Equity Partners, LLC, Manager

By: 
Name: Brad Cummings
Title: Manager

DocuSigned by:
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