

**SECOND AMENDMENT TO ROOF ANTENNA AGREEMENT**

THIS SECOND AMENDMENT TO ROOF ANTENNA AGREEMENT (this "Second Amendment") is entered into by and between QWEST CORPORATION, a Colorado corporation d/b/a/ CENTURLINK QC, 5325 Zuni Street, Suite 100, Denver, CO 80221 ("Landlord"), and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("Tenant").

**RECITALS**

A. Landlord and Tenant entered into a Roof Antenna Agreement dated November 27, 2007, (the "Agreement"), relating to Tenant's installation, operation, maintenance, repair and replacement of certain communications equipment on a certain portion of the roof, located at 5325 Zuni Street, Denver, Colorado as described in Exhibit A of the Agreement.

B. Tenant then exercised its renewal option by a letter dated February 15, 2012, resulting in the first amendment of the lease for the City's contracting system (the "First Amendment").

C. The parties wish to extend the Term of the Agreement and to otherwise amend the Agreement on the terms and conditions contained herein.

**AGREEMENT**

In consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend and modify the Agreement as follows:

1. Article 2, Subparagraph 2.1 entitled "Term" is amended to read as follows:

"2.1 Term. The term of this Agreement (the "Term") commenced on February 20, 2008 and was renewed effective August 1, 2017 and shall terminate on July 31, 2022 (the "Expiration Date"), unless terminated earlier as provided herein. Tenant may also terminate this Agreement at any time, for convenience upon giving ninety (90) days' prior written notice to Landlord."

2. Article 3 is amended to include a new Article 3.7 which reads as follows:

**3.7 Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED AND NINETY-EIGHT DOLLARS AND eighty cents \$758,698.80** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services. Monthly Rent for the portion of the term commencing, August 1, 2017 shall be as set forth below.

Dates	Monthly Rent
8/1/2017 to 7/31/2018	\$ 4,818.50

8/1/2018 to 7/31/2019	\$ 5,011.24
8/1/2019 to 7/31/2020	\$ 5,211.69
8/1/2020 to 7/31/2021	\$ 5,420.16
8/1/2021 to 7/31/2022	\$ 5,636.97

3. Except as herein amended, this Agreement is revived, 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-CE76008-02

Contractor Name: CENTURYLINK COMMUNICATIONS LLC

By: Ken K Barker

Name: Ken K. Barker  
(please print)

Title: Director - Real Estate Transactions  
(please print)

**ATTEST: [if required]**

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

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

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

