

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **QWEST BROADBAND SERVICES, INC.**, doing business as **CENTURYLINK**, a Delaware corporation, whose address is 100 CenturyLink Drive, Monroe, LA 71203 (the “Grantee”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the City entered into a ten-year cable franchise agreement, effective April 21, 2015, with the Grantee for the provision and maintenance of certain cable television services in the City’s right-of way in exchange for five percent of the Grantee’s gross revenue earned on cable related services and a fee of \$1.05 per subscriber in support of public, educational, and government (“PEG”) access television (the “Franchise”);

**WHEREAS**, the Grantee provided the City notice that it will terminate its provision of Prism cable television service nationwide prior to the agreed upon termination date of the Franchise; and

**WHEREAS**, in consideration for the City’s agreed upon early termination of the Agreement and in acknowledgment of the City’s lost revenue, the Grantee shall remit a one-time payment of One Hundred Twelve Thousand Dollars to the City to be used for PEG programming and to support the City’s community media access and outreach program. The Grantee shall also provide four-years of gratis community-focused internet services as memorialized in a separate agreement (City Clerk File No. 202159374) executed in concert with this Amendatory Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Franchise as follows:

**1.** Subsection 2.3 of the Agreement, titled “**Effective Date and Term of Franchise**,” is amended and restated to read as follows:

**“2.3 Effective Date and Term of Franchise**

The Franchise and the rights, privileges and authority granted hereunder shall take effect on April 15, 2015 (the “Effective Date”), and shall terminate on March 31, 2021, unless terminated sooner as hereinafter provided.”

2. Section 3.14 of the Agreement, titled “**Payment on Termination**,” is amended and restated as follows:

**“3.14 Payment on Termination**

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the letter of credit or other security provided by the Grantee. Notwithstanding any other provision of the Franchise, the Grantee shall remit a one-time payment to the City, as directed by the City, in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00) within one hundred eighty days (180) of the termination of the Franchise. This Section shall survive the termination of the Franchise.”

3. Except as amended here, the Franchise is affirmed and ratified in each and every particular.

4. This Amendatory Agreement is not 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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**Contract Control Number:** TECHS-202158971-01 (201521211-01)  
**Contractor Name:** QWEST BROADBAND SERVICES, INC. dba  
CENTURYLINK

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:**

TECHS-202158971-01 (201521211-01)  
QWEST BROADBAND SERVICES, INC. dba  
CENTURYLINK

By:  DocuSigned by:  
*Timothy Kunkleman*  
C4699F1708E2460...

Name: Timothy Kunkleman  
(please print)

Title: Director - Public Policy & Government Affairs  
(please print)

ATTEST: [if required]

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

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

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