THIRD AMENDMENT TO SUBLEASE AGREEMENT

THIS THIRD AMENDMENT TO SUBLEASE AGREEMENT (this "**Third Amendment**") is entered into effective as of the Effective Date set forth on Subtenant's signature page (the "**Third Amendment Date**"), by and between DP MEDIA NETWORK LLC, a Delaware limited liability company ("**Sublandlord**"), and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado ("**Subtenant**").

RECITALS:

A. THE DENVER POST LLC, a Delaware limited liability company f/k/a The Denver Newspaper Agency LLP, a Delaware limited liability partnership ("**Original Sublandlord**") and Subtenant entered into that certain Sublease Agreement with an Effective Date of April 15, 2016, as amended by First Amendment to Sublease Agreement dated May 30, 2017, and as further amended by Second Amendment to Sublease Agreement with an Effective Date of March 20, 2018 (as amended, the "**Sublease**"), relating to the subleasing of certain premises (the "**Premises**") consisting of approximately 119,795 rentable square feet, on the 1st, 7th, 8th and 9th floors of the building complex located at 101 West Colfax Avenue, Denver, Colorado 80202 (the "**Building**"), said being more particularly described in the Sublease; and

B. Sublandlord and Subtenant desire to amend the Sublease, subject and pursuant to the terms and conditions set forth below.

AGREEMENT:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

1. Incorporation of Recitals. The foregoing Recitals shall be incorporated as though fully set forth herein.

2. Payment of Excess Costs.

2.1 Excess Costs. Sublandlord contracted with I2 Construction ("**Contractor**") in connection with certain Cosmetic Improvements to portions of the Premises located on the 8th and 9th floors of the Building. Sublandlord represents to Subtenant that, as of the Third Amendment Date, the following amounts are owed to Sublandlord in connection with such work (collectively, "**Excess Costs**"):

(a) Cosmetic Improvements on the 8th and 9th Floors -$320,000.00

Ongoing improvements or repairs on 1st, 7th, 8th and 9th floors - $50,000.00

2.2 Reimbursement by Subtenant. Within ten(10) business days after the delivery of the fully executed Third Amendment, Subtenant shall pay Sublandlord, as Additional Rent, an amount equal to the Excess Costs.

3. Brokerage. Sublandlord and Subtenant each represent and warrant that they have dealt with no broker, realtor, or agent in connection with this Third Amendment and its negotiation.

4. General Provisions.

4.1 Full Force and Effect; Conflict. Except as amended by this Third Amendment, the Sublease as modified herein remains in full force and effect and is hereby ratified by

Sublandlord and Subtenant. In the event of any conflict between the Sublease and this Third Amendment, the terms and conditions of this Third Amendment shall control.

4.2 Capitalized Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Sublease.

4.3 Successors and Assigns. This Third Amendment shall, subject to the terms and conditions of the Sublease, be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

4.4 Entire Agreement. The Sublease, as amended by this Third Amendment, contains the entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by Sublandlord and Subtenant.

4.5 Power and Authority. Subtenant has not assigned or transferred any interest in the Sublease and has full power and authority to execute this Third Amendment.

4.6 Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.7 Facsimile/.PDF Signatures. This Third Amendment may be executed by facsimile and/or .pdf signatures which shall be binding as originals on the parties hereto.

4.8 No Option. The submission of this document for examination and review does not constitute an option, an offer to lease space in the Building or an agreement to lease. This document shall have no binding effect on the parties unless and until executed by both Sublandlord and Subtenant and will be effective only upon Sublandlord's execution of the same.

[signature page follows]

SUBTENANT:

ATTEST: see attached signature pages

CITY AND COUNTY OF DENVER

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

By: _____
Michael B. Hancock, Mayor

Effective Date: _____

RECOMMENDED AND APPROVED:

By: _____
Brendan Hanlon, Chief Financial Officer

APPROVED AS TO FORM:

Kristin M. Bronson, Attorney
for the City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Timothy O'Brien, Auditor
Contract Control No._____

Contract Control Number: FINAN-201626030-03

Contractor Name: DP Media Network 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:

Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: FINAN-201626030-03

Contractor Name: DP Media Network LLC

By: See attached.

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Sublandlord and Subtenant have caused this Third Amendment to be executed as of the Third Amendment Date.

SUBLANDLORD:
DP MEDIA NETWORK LLC,
a Delaware limited liability company

By: _____

Name: Justin Mock

Title: CFO, VP of Finance

[Subtenant's signature page follows]