

AMENDMENT NUMBER THREE TO ROOF ANTENNA AGREEMENT

THIS AMENDMENT NUMBER THREE TO ROOF ANTENNA AGREEMENT (“Amendment Three”) is made as of date set out below, effective May 1, 2017, between **HFI 1670 BDWY LLC**, a Delaware limited liability company (“Landlord”), with offices located at 50 Main Street Suite 1000 White Plains, NY 10606, and **City and County of Denver**, a municipal corporation of the State of Colorado (“Tenant”).

RECITALS

A. Landlord's predecessor-in-interest, 1670 Broadway Investors, LLC, a Delaware limited liability company ("Original Landlord"), and Tenant entered into a Roof Antenna Agreement dated May 15, 2007(the “Original Agreement”) for lease of portions of the building located at 1670 Broadway, Denver, CO 80202 (the “Building”) located on the 36th Floor (the “Equipment Space”), Roof (“Roof Space”),and parking facility housing the Tenant’s emergency generator (the “Generator Space”) as defined in Exhibits A, B, and C of the Original Agreement. Together the Equipment Space, Roof Space, and Generator Space are referred to as the “Premises.”

B. Original Landlord and Tenant entered into Amendment Number One to Roof Antenna Agreement dated August 19, 2008 (“Amendment One”) to allow Tenant to install one additional antenna (the “Additional Antenna”) on the Premises as defined in Exhibit A of Amendment One, and to extend the Term.

C. Original Landlord and Tenant entered into Amendment Number Two to Roof Antenna Agreement dated August 22, 2017 (“Amendment Two”) to extend the Term. The Original Agreement, as amended by Amendment One and Amendment Two is referred to herein as the "Agreement." Landlord is the successor-in-interest to Original Landlord with respect to the Building and the Agreement

D. The term of the Agreement (the “Term”) commenced on May 1, 2007 and terminates on April 30, 2022.

E. Tenant and Landlord now desire to extend the Term and to amend certain other provisions of the Agreement, as more particularly set forth below.

NOW, THEREFORE, in consideration of the payment of rent and keeping and performance of the covenants and agreements by Tenant under this Amendment Number Three, Landlord is willing to extend the Term subject to the following conditions:

1. The Term of the Agreement is hereby extended (the “Extended Term”) and shall terminate on April 30, 2037 (the “Extended Expiration Date”), unless terminated earlier as provided in and in accordance with the Agreement.
2. The rent schedule as set forth in Amendment Two remains in place through April 30, 2022. Beginning May 1, 2022, the Tenant shall pay to Landlord as rent for the Roof

Space, the Equipment Space, the Generator Space, and the Additional Antenna in monthly installments as follows:

<u>Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
5/1/2022 - 4/30/2023	\$5,100.00	\$61,200.00
5/1/2023 - 4/30/2024	\$5,253.00	\$63,036.00
5/1/2024 - 4/30/2025	\$5,410.59	\$64,927.08
5/1/2025 - 4/30/2026	\$5,572.91	\$66,874.92
5/1/2026 - 4/30/2027	\$5,740.10	\$68,881.20
5/1/2027 - 4/30/2028	\$5,912.30	\$70,947.60
5/1/2028 - 4/30/2029	\$6,089.67	\$73,076.04
5/1/2029 - 4/30/2030	\$6,272.36	\$75,268.32
5/1/2030 - 4/30/2031	\$6,460.53	\$77,526.36
5/1/2031 - 4/30/2032	\$6,654.35	\$79,852.20
5/1/2032 - 4/30/2033	\$6,853.98	\$82,247.76
5/1/2033 - 4/30/2034	\$7,059.60	\$84,715.20
5/1/2034 - 4/30/2035	\$7,271.39	\$87,256.68
5/1/2035 - 4/30/2036	\$7,489.53	\$89,874.36
5/1/2036 - 4/30/2037	\$7,714.22	\$92,570.64

3. The maximum contract amount contained in Article 3, of Amendment Two is hereby increased from \$719,632.20 to \$ 1,857,886.56.
4. Section 17.2 (1) of the Agreement, Notices to Landlord, is hereby amended and restated in its entirety as follows:

If to Landlord:
 HFI 1670 BDWY LLC,
 50 Main Street
 Suite 1000
 White Plains, NY 10606
 Attention: Daniel J. Mann

All notices sent to Landlord under this Lease shall be sent to the above address, with copies to:
 HFI 1670 BDWY LLC
 c/o Cushman & Wakefield U.S., Inc.
 1670 Broadway
 Suite 303
 Denver, Colorado 80202

And to:

Blank Rome LLP
 405 Lexington Avenue

New York, NY 10175-0208
Attention: Corey Tarzik

5. Tenant's option to extend or renew the Agreement, set forth in Section 4 of Amendment Two is hereby terminated and shall be of no further force or effect.
6. If there is any conflict between the terms and provisions of this Amendment Three and the terms and provisions of the Agreement, the terms and provisions of this Amendment Three shall govern. Except as specifically set forth, all other provisions of the Agreement shall remain unchanged and in full force and effect and be binding upon the parties in accordance with their terms.

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Contract Control Number: FINAN-202159828-03[FINAN-GE7A002-03]
Contractor Name: HFI 1670 BDWY 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: FINAN-202159828-03[FINAN-GE7A002-03]
Contractor Name: HFI 1670 BDWY LLC

a Delaware limited liability company

**By: HFI 1670 BDWY Mezz LLC,
its sole member**

**By: HFI 1670 BDWY Holding LLC,
its sole member**

**By: JMC 1670 BDWY LLC,
its manager**

By:  _____
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Name: Daniel J. Mann

Title: Manager

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)