

**THIRD AMENDMENT TO CONTRACT**

**THIS THIRD AMENDMENT TO THE CONTRACT** (“**Amendment**”) is made and entered into as of the date stated on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation (“**the City**”) and **UNITED AIRLINES, INC.**, a corporation organized and existing under and by virtue of the laws of Delaware and authorized to do business in the State of Colorado (“**Airline**”).

**WITNESSETH**

**WHEREAS**, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”); and

**WHEREAS**, the Parties hereto entered into a certain License Agreement regarding the Concourse B Ramp Tower (Contract No. 201311198) effective December 3, 2013 (the “**Existing Agreement**”); and

**WHEREAS**, the Parties entered into the First Amendment to Existing Agreement on July 12, 2016 (“**First Amendment**”) and a Second Amendment on February 10, 2019 (“**Second Amendment**”); and

**WHEREAS**, with this Amendment, the City now wishes to increase the maximum fee and extend the term of Existing Agreement; and

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties hereto agree as follows:

1. Section 1.2, Term, of the License Agreement is hereby deleted in its entirety and replaced with the following:

**1.2 Term.** The “Term” of this License shall commence on January 1, 2013 (“Commencement Date”) and terminate on October 1, 2023 (“Expiration Date”), unless terminated sooner in accordance with the terms of this License.

2. Section 2.2, Maximum Fee; Appropriation, of the License Agreement is hereby deleted in its entirety and replaced with the following:

**2.2. Maximum Fee; Appropriation.** Any other provision of this License notwithstanding, in no event shall DIA be liable for a total License Fee under this License in excess of One Million, Six Hundred and Twelve Thousand Five Hundred Dollars and No Cents (\$1,612,500.00). All payments under this License shall be paid solely and exclusively from the City’s Airport System and Operation and Maintenance Fund. It is agreed and understood that this is a multi-year License with only partial funding authorized at the time of execution by the City. DIA’s payment obligation, whether direct or contingent, extends only to funds appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this License.

3. Except as modified by this Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.

4. This Amendment shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202158328-03 / Alfresco 201311198-03  
**Contractor Name:** UNITED AIRLINES INC

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:

\_\_\_\_\_

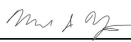
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202158328-03 / Alfresco 201311198-03  
UNITED AIRLINES INC

DocuSigned by:  
By:   
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Name: Michael Yost  
(please print)

Title: Managing Director Airport Affairs  
(please print)

ATTEST: [if required]

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

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

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