

## SECOND AMENDMENT TO CONTRACT

**THIS SECOND AMENDMENT TO CONTRACT (“Second Amendment”)**, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”), and UNITED AIRLINES, INC. a Delaware corporation authorized to do business in Colorado, (“United”).

### **WITNESSETH:**

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

**WHEREAS**, the City and United entered into a written License Agreement regarding the Concourse B Ramp Tower (City Contract No. 201311198) dated December 3, 2013, (“Existing Contract” or “Lease”); and

**WHEREAS**, the City and United entered into the First Amendment to Existing Contract (City Contract No. 201311198-01), dated July 12, 2016, (“First Amendment”) which amended the Existing Contract; and

**WHEREAS**, the City now wishes to extend the term and add additional funds to the Existing Contract and First Amendment (collectively, the “License Agreement”) with this Second Amendment to Existing Contract; and

**WHEREAS**, United is willing and able to continue the License Agreement;

**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 December 31, 2021 (“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, Three Hundred and Fifty Thousand Dollars (\$1,350,000.00). 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. Capitalized terms not otherwise defined shall have the meaning set forth in the Existing Contract. Except as modified by this Second Amendment, all terms and conditions of the License Agreement shall remain in full force and effect.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**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:** PLANE-201311198-02

**Contractor Name:** UNITED AIRLINES INC

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

Name: **Pranav Trivedi**  
\_\_\_\_\_  
(please print)

Title: **Managing Director  
Airport Affairs**  
\_\_\_\_\_  
(please print)

**ATTEST: [if required]**

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

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

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

