

**FIRST AMENDMENT TO THE AGREEMENT**

**THIS FIRST AMENDMENT TO THE AGREEMENT**, (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **MCKINSEY & COMPANY, INC.**, a Washington D.C. corporation organized under the laws of the state of Delaware and authorized to do business in Colorado (“Consultant”) (collectively “Parties”).

**WITNESSETH:**

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

**WHEREAS**, the City and Consultant entered into a written Agreement # 201738814 dated November 29, 2018 (“Agreement”) wherein the Consultant agreed to provide professional aviation related consulting services; and

**WHEREAS**, the City now wishes to add term, money and clarification to the scope of work with this First Amendment; and

**WHEREAS**, Consultant is willing and able to perform the Work;

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

1. Paragraph A of Article IV, titled Maximum Contract Liability, is hereby deleted in its entirety and replaced with the following.

A. **Maximum Contract Liability.** Notwithstanding any other provision of this McKinsey On-Call Professional Services Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Four Million dollars (\$4,000,000.00) (“Maximum Contract Liability”). Consultant will be performing the services on a firm-fixed price basis up to the Maximum Contract Liability. Consultant’s fee is based on the firm-fixed price per project or order as agreed upon between the parties in each task order. The rates are set forth in Exhibit B.

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

3. This First Amendment to the Agreement 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]**