

### THIRD AMENDMENT TO AGREEMENT

**THIS THIRD AMENDMENT TO AGREEMENT** (“**Third Agreement**”) is made and entered into as of the date stated on the 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 (the “**City**”), and **KAPLAN KIRSCH ROCKWELL, LLP**, a Colorado Limited Liability Partnership (“**Special Counsel**”).

#### WITNESSETH:

**WHEREAS**, the parties entered into an Agreement dated June 26, 2018 (contract number ATTNY-201841072-00), a First Amendatory Agreement dated February 10, 2019 (contract number ATTNY-201841072-01), and Second Amendatory Agreement dated November 20, 2019 (contract number Jaggaer Attny-201941843-02 / Alfresco Attny-201841072-02), for professional legal services for the City and County of Denver Department of Aviation (the “**Existing Agreement**”); and

**WHEREAS**, the parties desire to amend the Existing Agreement as hereinafter set forth;

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

1. Section 3 of the Existing Agreement, entitled “**TERM**” is hereby deleted in its entirety and replaced with the following:

The Term of this Agreement shall commence on June 26, 2018, and shall terminate on June 26, 2023, unless sooner terminated as provided in this Agreement.

2. Section 4. a. of the Existing Agreement, entitled "PAYMENT OF FEES AND EXPENSES" is hereby amended and restated to read as follows:

"4. PAYMENT OF FEES AND EXPENSES:

a. The City shall pay to Special Counsel, and Special Counsel agrees to accept as full payment, fees not to exceed Two Million Fifty Thousand Dollars and Zero Cents (\$2,050,000.00), which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the City."

3. Section 4. d. 1. of the Existing Agreement, entitled "Maximum Contract Amount," is hereby amended and restated to read as follows:

"4. PAYMENT OF FEES AND EXPENSES:

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million Fifty Thousand Dollars and Zero Cents (\$2,050,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Special Counsel beyond that specifically stated herein. Any services performed beyond those in Exhibit A are performed at Special Counsel's risk and without authorization under the Agreement."

4. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here and are hereby ratified and reaffirmed.

5. This Third Amendment to Agreement shall not become effective or binding on the City until it is approved by the City Council if so required by the City's Charter, and it is fully executed by all signatories of the City and County of Denver

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** Jaggaer Attny-202056733-03 / Alfresco Attny-201841072-03  
**Contractor Name:** KAPLAN KIRSCH & ROCKWELL LLP

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:

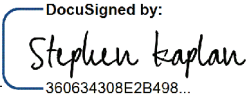
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By:

\_\_\_\_\_

**Contract Control Number:** Jaggaer Attny-202056733-03 / Alfresco Attny-201841072-03  
**Contractor Name:** KAPLAN KIRSCH & ROCKWELL LLP

By: \_\_\_\_\_  \_\_\_\_\_  
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Name: Stephen Kaplan  
(please print)

Title: Partner  
(please print)

ATTEST: [if required]

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

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

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