

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT, made and entered into on the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **STANDING STONE, LLC**, a Colorado Limited Liability Company ("Consultant"), Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Agreement dated April 15, 2008 (CE 72331), with a First Amendment dated August 11, 2009, a Second Amendment and Consent to Assignment dated on or around June 13, 2011 and a Third Amendment dated April 24, 2012 for professional consulting Services (hereinafter defined) in connection with development and financing of a Terminal Hotel at the Airport (Existing Agreement); and

WHEREAS, the parties desire to extend the Agreement and to provide additional compensation to the Consultant;

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

1. Paragraph 3, COMPENSATION AND PAYMENT, the following subparagraph (D) is hereby added to Paragraph 3, all currently existing sections of Paragraph 3, while not reproduced below, are incorporated herein by reference, with the following subparagraph (D) added as follows:

D. Percentage Advisory Fee:

Consultant shall be paid an Advisory Fee for its work as the Airport's advisor to the public financing transaction for the development of the Terminal Hotel at Denver International Airport. The Advisory Fee shall be paid in seven (7) equal payments of Two Hundred Six Thousand Eight Hundred Ninety Four Dollars and Thirty-Eight Cents (\$206,894.38) (the "Advisory Fee Payment"). The first two Advisory Fee Payments shall be paid within 30 days of the execution of this Amendment and the remaining five payments shall be paid, as follows:

March 1, 2013	\$206,894.38
September 1, 2013	\$206,894.38
March 1, 2014	\$206,894.38
September 1, 2014	\$206,894.38
March 1, 2015	\$206,894.38

2. Paragraph 4, MAXIMUM CONTRACT LIABILITY, of the Existing Agreement is hereby amended to read as follows:

Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for Hourly Fees, Reimbursable Expenses or Advisory Fees under this Agreement for any amount in excess of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00).

3. Paragraph 6, CONTRACT TERM, of the Existing Agreement is hereby amended to read as follows:

The term of this Agreement shall commence October 15, 2007 and shall terminate on December 31, 2015, or such earlier termination as permitted under Section 20 hereof (the "Term"); provided, the Agreement may be extended for up to six (6) months by written notice from Manager to Consultant for the completion of previously authorized Services; and provided further, Consultant shall receive Hourly Fees and Reimbursable Expenses in accordance with Section 3 hereof.

4. All other terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
5. This Fourth Amendment to Agreement shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

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_____

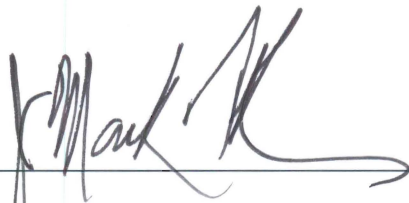
By_____

By_____



Contract Control Number: PLANE-CE72331-04

Contractor Name: Standing Stone, LLC

By: _____

Name: J. MARK TOBIN
(please print)

Title: MANAGING MEMBER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

