

## SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **KPMG CORPORATE FINANCE LLC**, a limited liability company organized under the laws of the State of Delaware and authorized to conduct business in the State of Colorado (“Consultant”) (jointly, the “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement for professional financial advisory services in connection with the Great Hall Project at Denver International Airport dated July 17, 2015, and a First Amendment to Agreement dated June 17, 2016 (together, the “Existing Agreement”); and

**WHEREAS**, the Parties desire to amend the Existing Agreement in order to increase the maximum contract amount and scope of work, as hereinafter set forth;

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

1. Paragraph 3, “**COMPENSATION AND PAYMENT; MAXIMUM CONTRACT AMOUNT**”, is amended to read in its entirety as follows:

**3. COMPENSATION AND PAYMENT; MAXIMUM CONTRACT AMOUNT:**

B. Maximum Contract Amount: Notwithstanding any agreement to pay fees as set forth in *Exhibit B*, the City’s maximum payment obligation will not exceed FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services performed by Consultant beyond those specifically described in or requested in accordance with *Exhibit A*. Any services performed beyond those in *Exhibit A* are performed at Consultant’s risk and without authorization under the Agreement.

2. *Exhibit A*, Scope of Work, is hereby amended to include the following task:

KPMG will serve as the primary support team for the aggregation and development of relevant technical documents to support commercial elements. This task includes assisting in defining and drafting project-specific conditions precedent and associated terms that could impact financial requirements, and provide coordination support with legal counsel.

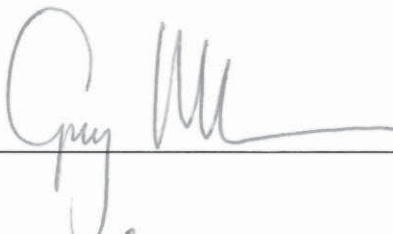
3. Except as provided herein, all provisions, terms and conditions of the Agreement shall remain in full force and effect as if fully set forth herein.

4. This Second Amendment to 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.

**[END OF AGREEMENT; SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-201520619-02

**Contractor Name:** KPMG Corporate Finance LLC

By:   
Name: GUY WILKINSON  
(please print)

Title: MANAGING DIRECTOR  
(please print)

**ATTEST: [if required]**

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

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

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



**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 \_\_\_\_\_

