

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT, 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"), Party of the First Part, and Airport & Aviation Professionals, Inc., a Florida organized and existing under and by virtue of the laws of the State of Colorado, (“Consultant”), Party of the Second Part:

WITNESSETH:

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

WHEREAS, the City and Consultant entered into a written Contract # 201311731 dated January 16, 2014 (“Existing Contract”) wherein Consultant agreed to assist DIA with airline liaison services; and

WHEREAS, the City now wishes to additional funding and term to the Existing Contract 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 4(A), Maximum Contract Amount: Funding, is hereby deleted in its entirety and replaced with the following.

A. Notwithstanding any other provision of this Agreement, in no event shall the 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 Three Million Two Hundred Twenty Six Thousand Twenty Two Dollars (\$3,226,022.00) (the “Maximum Contract Amount”).

2. Paragraph 5, TERM:, is hereby deleted in its entirety and replaced with the following.

The Term of this Agreement shall commence on January 1, 2014, and shall terminate on December 31, 2019, unless sooner terminated as provided in this Agreement. Unless the agreement is terminated, the term of this Agreement will be extended for two additional one-year periods, on its same terms and conditions, unless either party gives the other notice of non-extension at least three months before the then-current expiration date. Should for any reason the Term expire prior to the completion by Consultant of a task, then in the Manager’s sole discretion this Agreement shall remain in full force and effect to

permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

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

4. This First Amendment to 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: PLANE-201311731-01

Contractor Name: AIRPORT AND AVIATION PROF AVAIRPROS

By: Paul Demkovich

Name: PAUL DEMKOVICH
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: Kate McCarthy

Name: Kate McCarthy
(please print)

Title: Corporate Secretary
(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 _____

