FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into on the date of the City's signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"), and **ULTRA ELECTRONICS AIRPORT SYSTEMS, INC.,** a Georgia corporation authorized to do business in Colorado (the "**Consultant**").

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement dated June 9, 2014, for professional services necessary for the purchase of software, software updates, support, maintenance and related goods and services for replacement of the DIA Gate Management System and will require professional services for the same, and such other work as may be requested by the City at Denver International Airport (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 4, Subsection D of the Existing Agreement, entitled "Maximum Contract Liability," is hereby amended and restated to read as follows:

D.   Maximum Contract Liability:

(i) Any other provisions of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Seven Hundred Eighty Six Thousand Four Hundred and Forty Nine Dollars and No Cents ($786,449.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

2.   Section 3 of the Existing Agreement, entitled "Term" is hereby amended and restated to read as follows:

3.   TERM:

The Term of the Agreement shall commence on the Effective Date, and shall terminate on June 8, 2019, unless earlier terminated in accordance with the Agreement.

Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate.

3.   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.

4.   This First 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]

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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-201208409-01

Contractor Name: Ultra Electronics Airport System, Inc.

By: _Kevin O'Donnell_

Name: _KEVIN O'DONNELL._
(please print)

Title: _HEAD OF COMMERCIAL._
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)