

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT 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 **WJ ADVISORS, LLC**, a Colorado Limited Liability Company, authorized to do business in the State of Colorado ("Consultant") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement for professional financial related services (Contract No. 201629561) at Denver International Airport ("DEN") dated March 8, 2017 and a First Amendment (Contract No. 201952412) dated December 8, 2019, (the "Existing Agreement"); and

WHEREAS, the parties desire to amend the Existing Agreement in order to extend the Term and increase the Maximum Contract Amount.

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. Article III, Section A, titled "Term" is hereby amended and restated to read as follows:

A. Term: The Term of this Agreement shall commence on January 1, 2017, and shall terminate on December 31, 2023, unless sooner terminated in accordance with the terms stated herein ("Expiration Date"). Notwithstanding any other extension of term under this Article III, 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."

2. Article IV, Section A, titled "Maximum Contract Liability," is hereby amended and restated to read as follows:

A. Maximum Contract Liability: Notwithstanding any other provision of this Agreement, in no event shall 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 Five Million Five Hundred Thousand Dollars and Zero Cents (\$5,500,000.00) ("Maximum Contract Liability"). Consultant will be performing the services on a time and material basis up to the Maximum Contract Amount. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit B** and vary according to the experience and skill required."

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 Second 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 TO FOLLOW]

Contract Control Number: PLANE-202158248-02 / Alfresco 201629561-02
Contractor Name: WJ ADVISORS LLC

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:

By:

Contract Control Number:
Contractor Name:

PLANE-202158248-02 / Alfresco 201629561-02
WJ ADVISORS LLC

DocuSigned by:
By: Warren Adams
1698AD09EEF8439...

Name: Warren Adams
(please print)

Title: Managing Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)