

## SECOND AMENDMENT TO LICENSE AGREEMENT

**THIS SECOND AMENDMENT TO LICENSE AGREEMENT** is made and entered into as of the date stated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation ("**the City**"), and **UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC.)**, a Delaware corporation authorized to do business in Colorado ("**Airline**").

### WITNESSETH

**WHEREAS**, the parties hereto entered into a certain License Agreement, executed September 8, 2009, but with a Commencement Date of June 15, 2009, then initially amended on October 9, 2012 (the "Existing Agreement"), under which the Airline licensed to the City a portion of Airline's premises at Denver International Airport ("Airport"); and

**WHEREAS**, the parties hereto desire to further amend the Existing Agreement;

**NOW, THEREFORE**, the Existing Agreement is modified as stated below.

1. The second sentence of Section 1 of the Existing Agreement is amended and restated to read as follows:

"The term of this License shall commence on June 15, 2009 ("Commencement Date"), and will remain in effect until September 30, 2018 ("Expiration Date"), subject to earlier termination pursuant to the provisions of this License."

2. The third sentence of Section 2.1 of the Existing Agreement is amended and restated to read as follows:

"Any other provision of this License notwithstanding, in no event shall the Licensee be liable for total Base License Fees paid under this License in excess of Seven Hundred Thousand Dollars (\$700,000.00)."

3. The address in Section 10.5 (Notice) for notices to United is deleted and replaced with the following:

Vice President  
Corporate Real Estate, HDQOU  
United Airlines, Inc.  
233 South Wacker Drive  
Chicago, Illinois 60606


4. Except as otherwise modified or amended here, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein, and are hereby ratified and reaffirmed.

5. This Second Amendment to License Agreement shall not be effective or binding on the City until approved by the Denver City Council and fully executed by all signatories of the City and County of Denver.

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

Contract Control Number: PLANE-CE94047-02

Contractor Name: United Airlines, Inc.

By: 

Name: Nathan Lopp  
(please print)

Title: Managing Director  
Airport Affairs  
(please print)

ATTEST: [if required]

By: 

Name: Sarah Voss  
(please print)

Title: Associate - Lease Administration  
(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 \_\_\_\_\_

