

## **THIRD AMENDMENT TO AGREEMENT**

**THIS THIRD AMENDMENT TO AGREEMENT**, made and entered into as of the date set forth 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 **PASSUR AEROSPACE INC. (f/k/a MEGADATA CORPORATION)**, a New York Corporation (“Consultant”), Party of the Second Part;

### **WITNESSETH:**

**WHEREAS**, the parties hereto entered into an Agreement dated March 27, 2007, a First Amendment to Agreement dated November 9, 2010, and a Second Amendment to Agreement dated April 4, 2012 (collectively, the “Existing Agreement”) for software licensing, maintenance and support services at Denver International Airport (the “Airport”); and

**WHEREAS**, the parties now desire to amend the Existing Agreement to extend the Term by the City for such services, and to increase the Maximum Contract Liability thereof;

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

1. Paragraph 7, “Maximum Contract Liability; Funding” of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety and substituting in its place the following:

**“7. MAXIMUM CONTRACT LIABILITY; FUNDING:**

- A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of One Million One Hundred Thirty-Eight Thousand Dollars (\$1,138,000.00).
- B. Payment under this Agreement shall be paid from the City’s Airport System Operations and Maintenance Fund. The City has no obligation to make payments from any other source or issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.”

2. Paragraph 8, "Term" of the Existing Agreement is hereby amended by deleting the said paragraph in its entirety, and substituting in its place the following:

**"8. TERM:** The Term of this Agreement shall commence on January 1, 2007 and shall terminate on December 31, 2018 unless sooner terminated; however, in the Manager's sole and absolute discretion, the Agreement shall remain in full force and effect to permit completion of any project which was commenced prior to termination."

3. Except as modified or amended by this Third Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.

4. This Third Amendment to Agreement shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGE FOLLOWS]**

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



