

FIRST AMENDMENT TO THE STANDARD AIR CARGO FACILITIES AGREEMENT

THIS FIRST AMENDMENT TO THE STANDARD AIR CARGO FACILITIES AGREEMENT (the “**First Amendment**”) 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 **F&E AIRCRAFT MAINTENANCE (MIAMI), LLC**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do business in the State of Colorado (“**Licensee**”).

WITNESSETH

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

WHEREAS, the parties hereto entered into a certain Standard Air Cargo Facilities Agreement, which a Commencement Date of March 1, 2017, (the “**Existing Agreement**”), under which the Licensee and the City agree to the terms of the Licensee’s use and lease of certain premises and facilities at the Airport; and

WHEREAS, the City now wishes to extend the Term of the Existing Agreement with this First Amendment; and

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

1. Section 7.01 of the Existing Agreement, entitled “**Term of Agreement**” is hereby deleted in its entirety and replaced with:

7.01 TERM OF AGREEMENT

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of this Agreement shall begin on March 1, 2017 (“**Commencement Date**”) and continue through until 12:00 a.m. MST, December 31, 2020, unless sooner terminated as herein provided (“**Expiration Date**”).

Notwithstanding the forgoing, City has the right to terminate this Agreement with cause on sixty (60) days prior written notice to Licensee. Upon termination of this Agreement by City, Licensee shall have no claim of any kind whatsoever against City due to such termination or due to any act incidental thereto.

2. New Section 9.20 is hereby added to the Agreement:

9.20 PAYMENT OF MINIMUM WAGE.

Licensee shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no

less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Licensee expressly acknowledges that Licensee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Licensee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

3. This First Amendment shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

END OF DOCUMENT
[SIGNATURE PAGES FOLLOW]

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-201734877-01

Contractor Name: F&E Aircraft Maintenance (Miami), LLC

By: Anthony Loyarte

Name: Anthony Loyarte
(please print)

Title: VP Process Improvement
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

