

THIRD AMENDMENT TO THE USE AND CARGO FACILITIES LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE USE AND CARGO FACILITIES LEASE 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 **ATLAS AIR, INC.**, 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 ("**Airline**").

WITNESSETH

WHEREAS, the parties hereto entered into a certain Use and Cargo Facilities Lease Agreement, which was effective August 1, 2015, a First Amendment dated November 9, 2016, and a Second Amendment, dated November 27, 2018 known by contract number 201523473, under which the Airline and the City agree to the terms of the Airline's use and lease of certain premises and cargo facilities at the Airport (the "Existing Agreement"); and

WHEREAS, the City has adopted a new Minimum Wage Ordinance, which is designed to address the issue of wage equity and cost of living affordability in the City and County of Denver and requires payment of certain wages with respect to covered services of certain City contracts; and

WHEREAS, the Airline provides covered services pursuant to the new Minimum Wage Ordinance;

WHEREAS, the City is using a new contract management software system, and as a result, the contract number for this Agreement is being changed from 201523473 to 201951490;

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

1. The following is added to the Agreement as Section 10.25:

10.25. PAYMENT OF MINIMUM WAGE

Airline 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, Airline expressly acknowledges that Airline is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Airline, 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.

2. 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.

3. This Third Amendment to the 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 AND EXHIBIT FOLLOW]

Contract Control Number: PLANE-201951490-03/Alfresco 201523473-03
Contractor Name: Atlas Air, Inc.

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-201951490-03/Alfresco 201523473-03
Atlas Air, Inc.

By: 

Name: Adam R. Kokas
(please print)

Title: EVP, General Counsel - Secretary
(please print)

ATTEST: [if required]

By: 

Name: Michael W. Borkowski
(please print)

Title: Assistant Secretary
(please print)