

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the "**City**"), and **PREMISYS SUPPORT GROUP, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado (the "**Tenant**" or "**Lessee**") (collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the Parties entered into Office Facilities and Ground Lease No. 202262571 (the "**Lease**") for the use of certain temporary administrative office space at Denver International Airport ("**DEN**");

WHEREAS, Tenant originally was located in administrative office facilities on the far east end of the South Campus area of DEN. DEN Real Estate is working to remove these facilities to prepare of cargo developments and;

WHEREAS, Tenant has relocated to a new administrative office further west on the DEN campus

NOW, THEREFORE, for and in consideration of the privileges granted by the Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. This Amendment updates **Exhibit A** of the Lease to reflect the newly leased space for Premisys Support Group. The updated **Exhibit A** supersedes the previous **Exhibit A** in the Lease.

2. Tenant has relocated from South Campus/T3 R65 S4, 3,975 Sq. Ft. reflected in the original Exhibit A, to the new location of 7290 North Riverwood Place, Unit B, 6671.72 Sq. Ft. and is reflected in the updated **Exhibit A**.

3. A Parcel Description of the new location is included in this Amendment and is reflected as a part of **Exhibit A**.

4. Except as provided herein, all provisions, terms and conditions of the Agreement shall remain in full force and effect as if fully set forth herein.

5. This Amendment to the Agreement 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 AGREEMENT
SIGNATURE PAGES AND EXHIBITS TO FOLLOW**

Contract Control Number: PLANE-202369158-01/Legacy Contract
Contractor Name: No. 202262571-00
PREMISYS SUPPORT GROUP, 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:

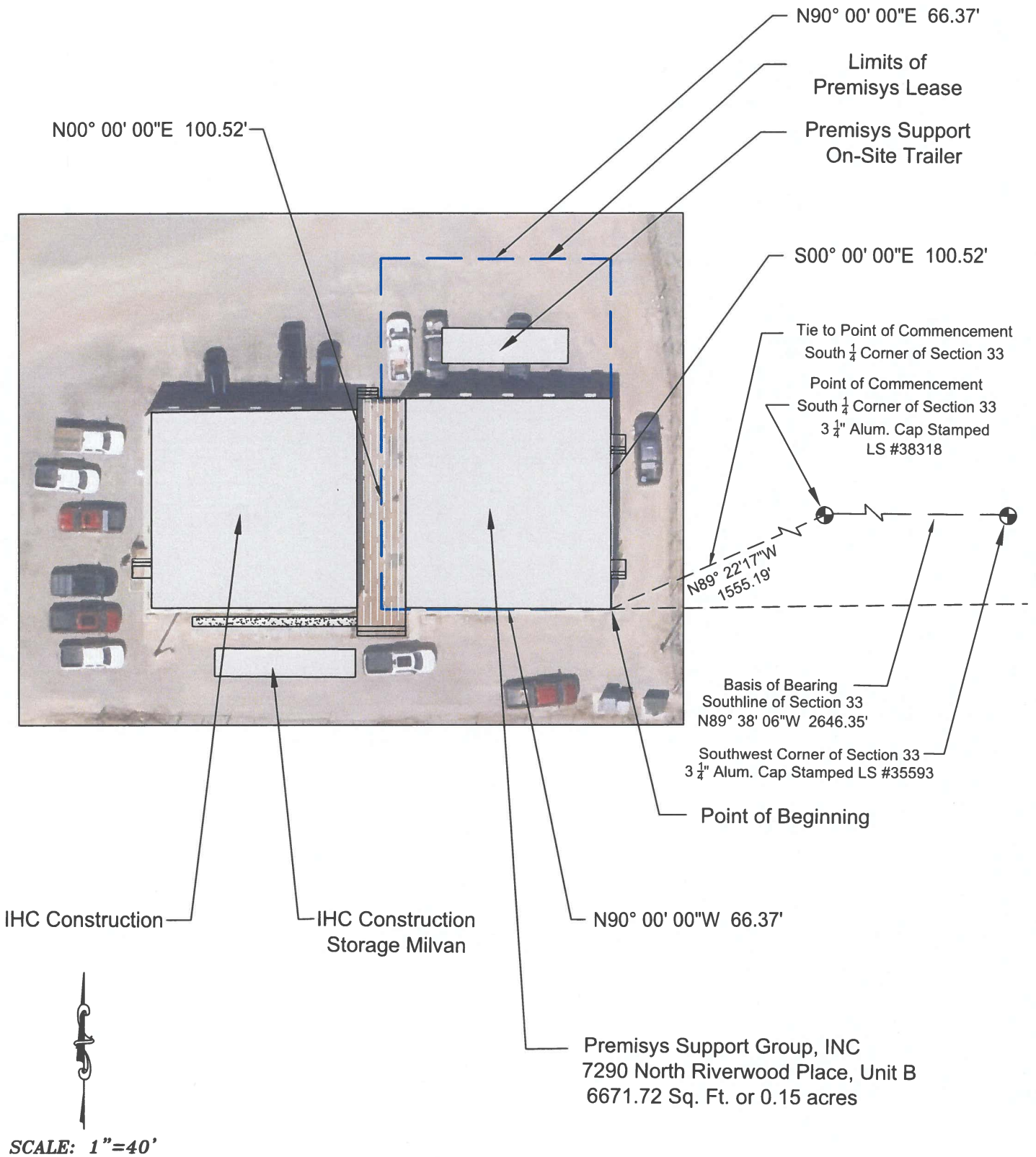
Attorney for the City and County of Denver

By:

By:

By:

EXHIBIT "A"



I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Jeffrey C Scanniello

 Jeffrey C Scanniello
 COLO. PLS# 36565

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description



CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT

Lease for Premisys Support Group, INC. 7290 North Riverwood Place, Unit B

Situated in Section 33 Township 2 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

REVISED		
NO.	DATE	NAME
REQUESTED BY: Neil Maxfield		

DATE 06/09/23	SCALE 1"=40'	DRAWN BY: JCS FIELD BY: JCS CHECKED BY: CB	SHEET NO. 1 OF 2 SHEETS	DRAWING NO.
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EXHIBIT A

**PARCEL DESCRIPTION
EXHIBIT A- Premisys Support, INC.
7290 North Riverwood Place, Unit B**

A parcel of land located in the South half of Section 33, Township 2 South, Range 65 West of the 6TH P.M., County of Denver, State of Colorado.

Basis of Bearings: Assuming the South Line of the of Section 33, Township 2 South, Range 65 West of the 6TH Principal Meridian, as monumented by 3/4" aluminum cap marked "LS 38318" at the South 1/4 Corner of said Section 33 and a 3 1/4" cap marked "LS 35593" at the Southeast corner of said Section 33 to bear N 89° 36' 06" W, a distance of 2646.35 feet with all bearings contained herein relative thereto.

A parcel of land located in the South half of said section 33, being particularly described as follows:

Commencing at the South 1/4 Corner of Section33;
THENCE North 89°22'17" West, 1555.19 feet;

THENCE North 90°00'00" West, 66.37 feet;

THENCE North 0°00'00" East, 100.52 feet;

THENCE North 90°00'00" East, 66.37 feet;

THENCE South 0°00'00" East, 100.52 feet, to the Point of Beginning.

Containing 6671.72 square feet or 0.15 acres, more or less

This legal description was prepared by Den Survey for Denver International Airport Real Estate Department.



Jeffrey C Scanniello, PLS# 36565
Den Airport Surveyor
June 9, 2023

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.