

FIRST AMENDMENT TO THE AIRPORT BAGGAGE SYSTEM LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE AIRPORT BAGGAGE SYSTEM 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 **AMERICAN AIRLINES, 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 City owns and operates Denver International Airport ("**DEN**" or the "Airport") and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the parties hereto entered into a certain Use and Lease Agreement, which was effective January 1, 2012, (the "ULA Agreement"), under which the Airline and the City agree to the terms of the Airlines use and lease of certain premises and facilities at the Airport; and

WHEREAS, the parties hereto entered into a certain Baggage System License Agreement, which was effective January 1, 2012, (the "Existing Agreement"), under which the Airline and the City agreed to the terms of the Airline's operation, maintenance, and management of certain Baggage System Facilities; and

WHEREAS, the City now wishes to extend the term of the Existing Agreement with this 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

The term of this Agreement shall commence on January 1, 2012 or on a date which is co-terminus with the commencement date of the Airline's Airport Use and Lease Agreement, whichever is later, and shall terminate on December 31, 2018, unless this Agreement is earlier cancelled, terminated, or extended as hereinafter provided. The Agreement term may be extended at its current terms and conditions for two (2) additional one-year periods, but in no event shall the term be extended beyond December 31, 2020. These extensions, if exercised by the Airport, shall be exercised by providing written notice to the Airline on or before November 30 of the preceding year. Furthermore, any written extension issued under the ULA Agreement shall also extend the term of the Existing Agreement."

2. The following is added to the Agreement as Section 10.22:

10.22. 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.

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

4. This Amendment to 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: PLANE-201310272-01

Contractor Name: American Airlines, Inc.

By: 

Name: Kevin Seller
(please print)

Title: Manager, Corporate Real Estate
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(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 _____

