

**FIRST AMENDMENT TO THE AGREEMENT**

**THIS FIRST AMENDMENT TO THE AGREEMENT**, is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (the “City”), Party of the First Part, and **ALCLEAR LLC** (d/b/a CLEAR) a limited liability company authorized to conduct business in the State of Colorado (“Contractor”), Party of the Second Part.

**WITNESSETH:**

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

**WHEREAS**, the City and Contractor entered into a written Agreement # 201208853 dated January 23, 2013 (“Agreement”) wherein Contractor agreed to provide a Trusted Traveler Program; and

**WHEREAS**, the City now wishes to add additional term to the Agreement with this First Amendment; and

**WHEREAS**, Contractor is willing and able to perform the Work;

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

1. Section 3.01 Term, is hereby deleted in its entirety and replaced with the following.

**3.01 TERM**

The term of this Contract shall commence on January 29, 2013 and shall terminate Midnight January 28, 2020, unless terminated earlier in accordance with this Contract. It is also a specific provision of this Contract that the Manager in his or her discretion (or his or her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to one (1) additional year. In addition, the term of this Contract may be extended in the Manager’s discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate.

2. The Summary Page, which is attached hereto as Exhibit A, replaces the Summary Page which is found in the Agreement.

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

4. This First 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



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



<b>Exhibit A</b>
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**STANDARD AGREEMENT  
DENVER INTERNATIONAL AIRPORT  
SUMMARY PAGE  
ALCLEAR, LLC**

This Summary Page, consisting of two pages, is attached to and made a part of that certain Agreement made and entered into as of the date stated on the signature page, between the City and County of Denver and the Contractor listed below.

<b>TENANT: Name</b>	<u>AL CLEAR LLC</u>
<u>Address</u>	<u>595 Madison Ave., 39th Floor,</u>
<u>City, State and Zip</u>	<u>New York, NY 10022</u>
<u>Attn:</u>	<u>Ken Cornick</u>
<u>Trade Name</u>	<u>Clear</u>
<u>State of Incorporation</u>	<u>New York</u>
<b>AGREEMENT NAME</b>	<u>Office Space Lease</u>
<b>AGREEMENT NUMBER</b>	<u>201208956</u>

<b>OFFICE LOCATION and COMPENSATION (Initial)</b>						
Loca. Num.	Concourse /Terminal	Address	Square Feet	Initial MAG	Initial Monthly MAG	Minimum Investment PSF
	Main Terminal	See Exhibit A and Exhibit B		\$250,000.00	\$20,833.33	\$NA

<b>PERCENTAGE RENT:</b>	<u>of Gross Revenues as defined in Section 5.02</u>
<b>INTERIM RENT AMOUNT:</b>	<u>\$ (based on projected annual sales)</u>
<b>PERFORMANCE SURETY AMOUNT:</b>	<u>\$40,000.00 or as provided in Section 9.03</u>
<b>TERM:</b>	<u>7 years with 1 year option</u>
Effective Date:	<u>Date of Execution</u>
Expiration Date:	<u>7 years from the Required Opening Date, which is January 28, 2020 or January 28, 2021 (if the one year option are taken)</u>

**PERMITTED USE:**

Operation of a high-quality Service at DIA, offering for sale the following Products: Provide expedited security screening services at security checkpoints and as approved by the City.

Major Concession Category	Service
Minor Concession Category	Service
Brand(s)	Clear
<b>HOURS OF OPERATION:</b>	See <b>Exhibit A Scope of Work</b>
<b>TARGET POSSESSION DATE:</b>	Estimated to be January 29, 2013
<b>REQUIRED OPENING DATE:</b>	January 29, 2013
<b>RENT COMMENCEMENT DATE:</b>	January 29, 2013
<b>INSURANCE POLICY AMOUNTS:</b>	
Comprehensive General Liability:	See Exhibit C
Automobile/Delivery Vehicle Liability:	See Exhibit C
Workers Compensation:	Statutory Requirements
<b>ACDBE GOAL:</b>	0%

**DESCRIPTION OF EXHIBITS AND ADDENDA:**

Exhibit A	Scope of Work
Exhibit B	Space Exhibit
Exhibit C	Insurance Certificate
Exhibit L	Monthly Revenue Report
Appendix 1	Standard Federal Assurances
Appendix 2	Standard Federal Assurances, Nondiscrimination