

FIRST AMENDMENT TO THE SUPPORT SPACE LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE OFFICE SPACE LEASE AGREEMENT (“**First Amendment**”), is made and entered into 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 **WORLDWIDE FLIGHT SERVICES, 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 (the “**Tenant**” or “**WFS**”) (collectively, the “**Parties**”).

WITNESSETH:

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

WHEREAS, the Parties entered into certain Office Space Lease Agreement, which was effective April 22, 2022 (Contract No. 202160323), (together “**Existing Agreement**”), under which the City and Tenant agreed to the terms of the Tenant’s use and lease of the premises at the Airport; and

WHEREAS, the Parties now desire to amend the Existing Agreement in order to remove one space in the Terminal and add two additional spaces in Concourse A, thereby replacing the existing exhibits as hereinafter set forth;

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

1. Existing *Exhibit A* is hereby deleted in its entirety and replaced with the new *Exhibit A* (totaling 985 sq. ft.) and attached hereto; with a corresponding adjustment to rates, fees and charges for the said Office Space.

2. Section 5.01 “Rent” is hereby deleted in its entirety and replaced with the following:

“Tenant covenants and agrees, without offset, deduction or abatement, to pay the City the established rentals, rates, fees and charges currently set at **Two Hundred Ten Dollars and Fifty-Five Cents (\$210.55)** per square foot in Concourse A, as annual rent for the rights and privileges herein granted by City (the “**Annual Rent**”). Said obligation to pay rent shall commence upon the Commencement Date and continue through the Term hereof. All rentals, rates, fees and charges are subject to and established in accordance with the DEN Rules and Regulations (“**Rules and Regulations**”) Rule 120 and are updated on a yearly basis.”

3. Section 11.13 “Notices” is hereby deleted in its entirety and replaced with the following:

“All notices required to be given to the City or Tenant hereunder shall be in writing and

sent by certified mail, return receipt requested, as follows:

to City: CEO Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

with a copy to: Airline Affairs
Airport Office Building, 8th Floor 8500
Peña Boulevard
Denver, CO 80249-6340

to Tenant: Worldwide Flight Services
John F. Kennedy Int'l Airport Bldg. 151, East Hangar Rd. Ste. 361
Jamaica, NY 11430
Attn: Liane Kelly
Phone: 972.456.5958
Email: LKelly@wfs.aero

with a copy to: Worldwide Flight Services
John F. Kennedy Int'l Airport Bldg. 151, East Hangar Rd. Ste. 361
Jamaica, NY 11430
Attn: Chris Haynes
Email: CHaynes@wfs.aero

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Tenant or CEO.”

4. Section 11.26 “Payment of Minimum Wage” is hereby deleted in its entirety and replaced with the following:

“Section 11.26 Compliance with Denver Wage Laws

To the extent applicable to the Contractor’s work hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. § 58-1 through 58-26, including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.”

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

6. This First Amendment to the Existing 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.

7. This First Amendment may be executed in two or more counterparts, each of which will be deemed an original signature page to this First Amendment, and it may be signed electronically by either party in the manner specified by the City.

**END OF AGREEMENT
SIGNATURE PAGES AND EXHIBITS TO FOLLOW**

Contract Control Number: PLANE-202473225-01/LEGACY 202160323-01
Contractor Name: WORLDWIDE FLIGHT SERVICES, 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

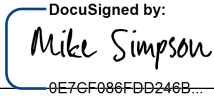
By:

By:

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Contract Control Number:
Contractor Name:

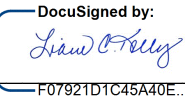
PLANE-202473225-01/LEGACY 202160323-01
WORLDWIDE FLIGHT SERVICES, INC.

By: 
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Name: Mike Simpson
(please print)

Title: EVP the Americas
(please print)

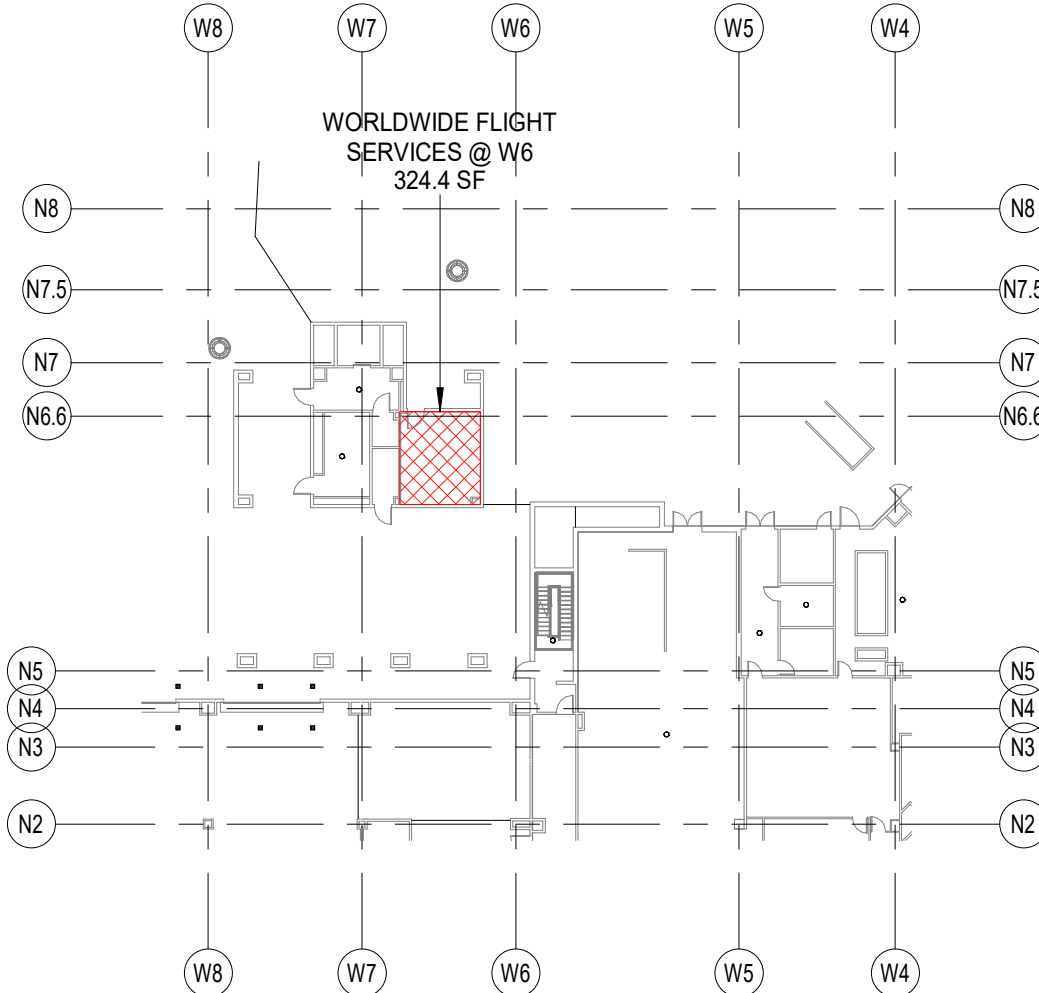
ATTEST: [if required]

By: 
F07921D1C45A40E...

Name: Liane Kelly
(please print)

Title: SVP/ Secretary
(please print)

EXHIBIT A



0' 20' 40' 80' 160'



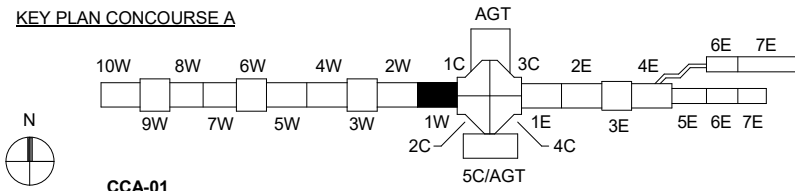
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Rohini Saksena
 Rohini Saksena 2024.04.11
 12:19:28-06'00"

NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY, IT IS THE RESPONSIBILITY OF THE LEASEE AND DESIGNERS OF RECORD TO FOLLOW ALL APPLICABLE BUILDING CODES AND REQUIREMENTS.

DEN Planning and Design

KEY PLAN CONCOURSE A



CCA-01

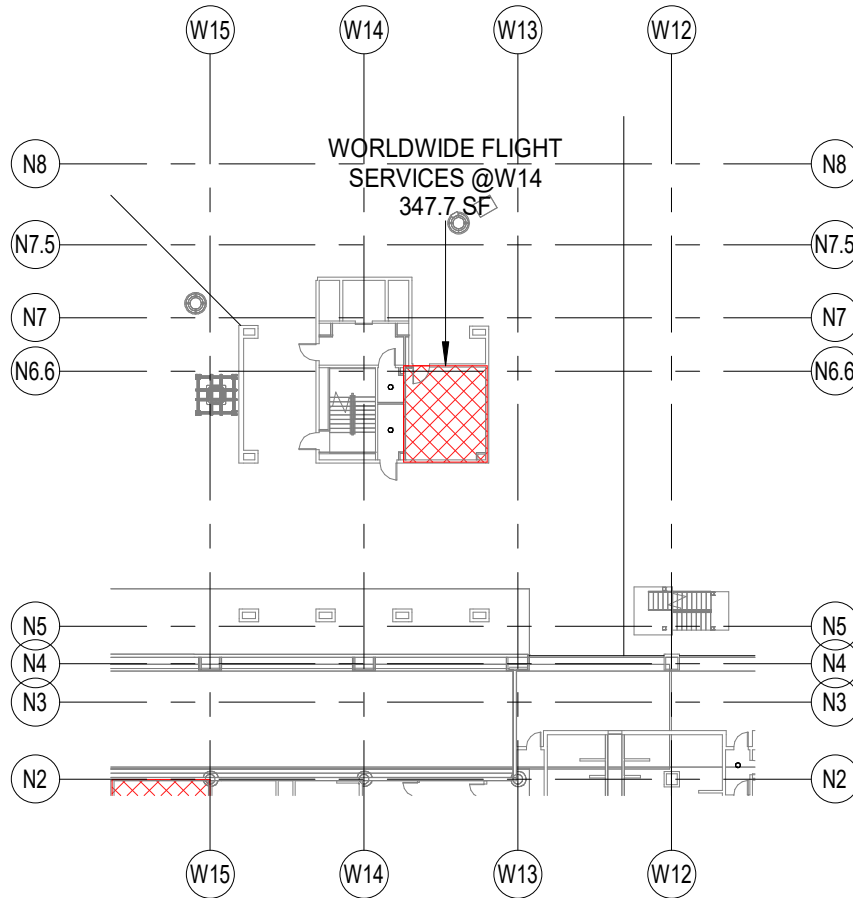


DENVER INTERNATIONAL AIRPORT

EXHIBIT
 R17-1-2-W6-N6-1
 WORLDWIDE FLIGHT SERVICES @ W6

CC#: CCA

DATE: 03/19/24



0' 20' 40' 80' 160'



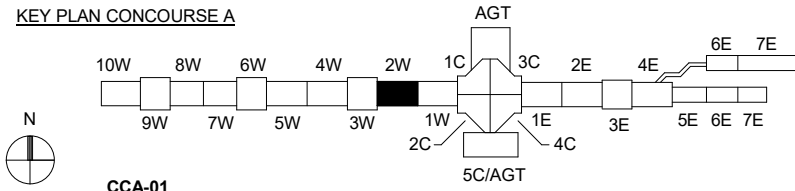
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Rohini Saksena
 Rohini Saksena 2024.04.11
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DEN Planning and Design

KEY PLAN CONCOURSE A



CCA-01

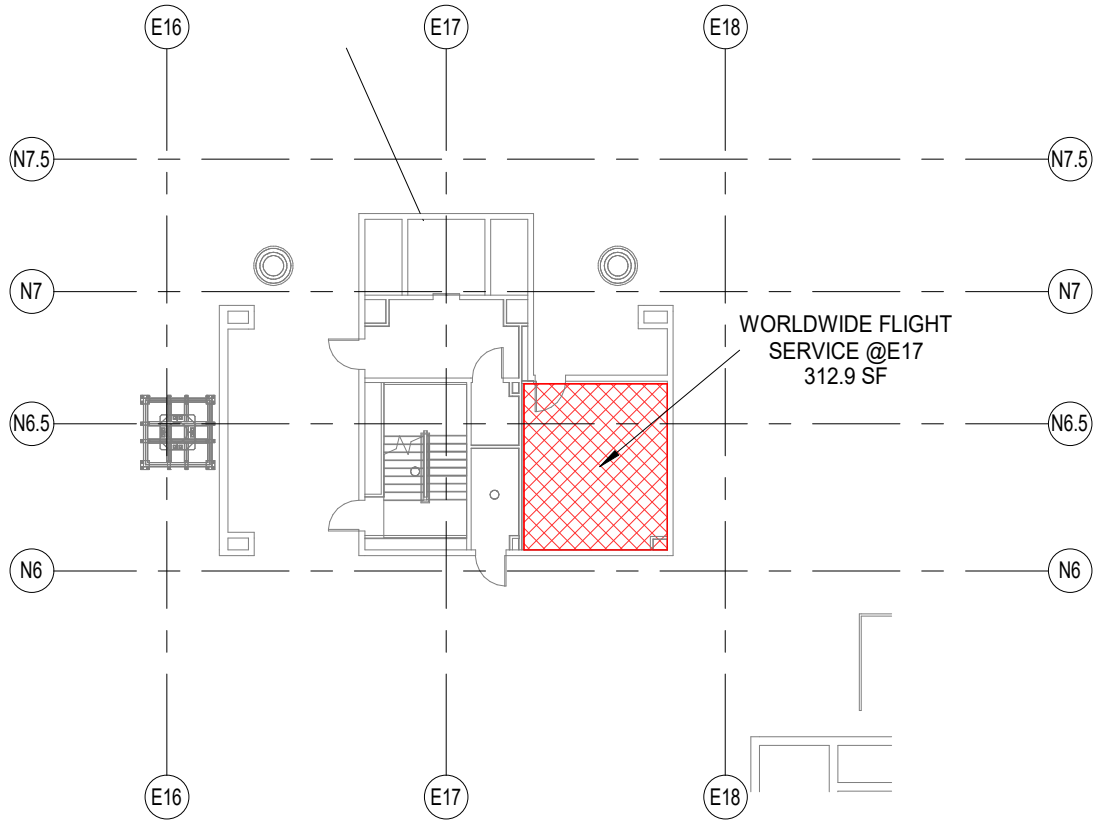


DENVER INTERNATIONAL AIRPORT

EXHIBIT
 R17-1-1-W13-N6
 CCA WORLDWIDE FLIGHT SERVICES @ W13

CC#: CCA

DATE: 03/19/24



SCALE: 1" = 20'-0"

Rohini Saksena
 Rohini Saksena 2024.05.03
 13:27:11-06'00'

DEN Planning and Design

NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY, IT IS THE RESPONSIBILITY OF THE LEASEE AND DESIGNERS OF RECORD TO FOLLOW ALL APPLICABLE BUILDING CODES AND REQUIREMENTS.

<p>KEY PLAN CONCOURSE A</p>		<p>DENVER INTERNATIONAL AIRPORT</p> <p>EXHIBIT A</p> <p>R17-2-2-E17-N6-1</p> <p>WORLDWIDE FLIGHT SERVICE @E17</p> <hr/> <p>CC#: LEVEL 01 DATE: 05/03/24</p>
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