

FIRST AMENDMENT TO OFFICE SPACE LEASE

THIS FIRST AMENDMENT TO THE OFFICE SPACE LEASE, 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"), and **ALCLEAR LLC** (d/b/a CLEAR) a limited liability company authorized to conduct business in the State of Colorado ("Tenant").

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DEN" or the "Airport"); and

WHEREAS, the City and Tenant entered into a written Agreement #201208853 dated January 23, 2013 wherein Tenant agreed to provide a Trusted Traveler Program; and

WHEREAS, the City and Tenant entered into an ancillary office space lease to support the Trusted Traveler Program which is identified as Agreement #201208956 and dated January 14, 2013 ("Agreement"); and

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

WHEREAS, the City has adopted a new Minimum Wage Ordinance; and

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

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

1. The Summary Pages to the Agreement is hereby deleted in its entirety and replaced by the Summary Page attached hereto.
2. The following is added to the Agreement as Section 11.23:

11.23. PAYMENT OF MINIMUM WAGE

Tenant 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, Tenant expressly acknowledges that Tenant is aware of the requirements of the City's Minimum Wage

Ordinance and that any failure by Tenant, 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 modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

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Contract Control Number: PLANE-201208956-01

Contractor Name: Alclear LLC

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 _____



**LEASE FOR OFFICE SPACE
SUMMARY PAGE**

This Summary Page, consisting of two pages, is attached to and made a part of that certain Office Space Lease dated as of the date stated on the signature page, between the City and County of Denver and the Tenant listed below.

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

Concourse /Terminal	Address	Square Feet	Annual Rental (Initial or as provided in Section 5.01)	Monthly Payment (Initial or as provided in Section 5.02)
Main Terminal	R16-1-5-E2-N6-1	463.7 sq. ft.	\$16,693.20	\$1,391.10

PERFORMANCE SURETY AMOUNT: \$4,167

TERM:

Effective Date: Date of Execution

Expiration Date: January 29, 2020, with including 1-year option to extend
(to January 29, 2021)

DESCRIPTION OF EXHIBITS AND ADDENDA:

Exhibit A	Office Space Plan
Exhibit C	Insurance Certificate
Exhibit X	Provisions for Design and Construction of Improvements



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City, State and Zip	<u>New York, NY 10022</u>
Attn:	<u>Ken Cornick</u>
Trade Name	<u>Clear</u>
State of Incorporation	<u>New York</u>
AGREEMENT NAME	<u>Office Space Lease</u>
AGREEMENT NUMBER	<u>201208956</u>

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