

**BY AUTHORITY**

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2013

COUNCIL BILL NO. CB13-0235  
COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

**A BILL**

**For an ordinance approving a proposed Amendment No. 1 to Installment Purchase Agreement between the City and Sovereign Leasing LLC for a vehicle and equipment replacement program at Denver International Airport.**

**BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

**Section 1.** The proposed Amendment No. 1 to Installment Purchase Agreement between the City and County of Denver and Sovereign Leasing LLC, in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2011-0935-A, is hereby approved.

COMMITTEE APPROVAL DATE: April 25, 2013

MAYOR-COUNCIL DATE: April 30, 2013

PASSED BY THE COUNCIL: \_\_\_\_\_, 2013

\_\_\_\_\_ - PRESIDENT

APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_, 2013

ATTEST: \_\_\_\_\_ - CLERK AND RECORDER,  
EX-OFFICIO CLERK OF THE  
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: \_\_\_\_\_, 2013; \_\_\_\_\_, 2013

PREPARED BY: Kevin Cain, Assistant City Attorney  DATE: May 2, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: \_\_\_\_\_, Assistant City Attorney DATE: May 2, 2013

## AMENDMENT NO. 1 TO INSTALLMENT PURCHASE AGREEMENT

This Amendment No. 1 ("Amendment") (Contract Number PLANE-201103525-01) to the Installment Purchase Agreement dated as of January 5, 2012, by and between the City and County of Denver, Colorado, for and on behalf of its Department of Aviation (the "Borrower"), and Sovereign Leasing LLC (the "Lender"), is effective as of the date set forth on the City signature page, below.

WHEREAS, Borrower and Lender are parties ("Parties") to an Installment Purchase Agreement dated as of January 5, 2012, ("Installment Purchase Agreement"); and

WHEREAS, the Parties wish to amend Section 3.1(c), Section 8.1 and Section 10.3 of the Installment Purchase Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Section 3.1(c), Section 8.1, and Section 10.3 of the Installment Purchase Agreement are hereby amended and restated in their entirety as follows:

**Section 3.1. Conditions Precedent.** The Lender's agreement to enter into this Agreement and provide financing or refinancing to the Borrower in the Loan Amount specified therein and disburse the Loan Amount or consent to disbursement of the Loan Amount or portion thereof by the Escrow Agent, shall be subject to the condition precedent that the Lender shall have received all of the following, each in form and substance satisfactory to the Lender:

...

(c) If applicable, the original certificate of title or manufacturer's certificate of origin and title application if any item of the Equipment is subject to certificate of title laws reflecting title to such vehicular Equipment in the Borrower;

**Section 8.1. Title.** During the Loan Term, legal title to and ownership of all Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in the Borrower, and the Lender shall take all actions necessary to vest such title and ownership in the Borrower.

The Lender shall deliver or cause to be delivered to the Borrower the original certificates of title relating to all vehicular Equipment. If requested by the Lender, the Borrower shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Loan Term, so as clearly to disclose the Lender's ownership interest in the Equipment.

Upon termination of the Loan by prepayment in full by the Borrower pursuant to Article 10 or through payment by the Borrower of all Loan Payments and other amounts relating thereto, the Lender shall convey its ownership interest in the Equipment thereby terminating such Lender's ownership of the Equipment, and the Lender shall execute and deliver to the Borrower such documents as the Borrower may reasonably request to evidence the conveyance and the termination of the Lender's ownership interest in the Equipment.

The Borrower authorizes the Lender to file financing statements and amendments thereto describing the Equipment and containing any other information pursuant to the applicable Uniform Commercial Code in order to evidence Lender's ownership interests in the Equipment provided that such financing statements reflect the Borrower's legal title to the Equipment and are designated as "filed for notice purposes only."

**Section 10.3. Release of Lender's Interest.** On termination of the Loan Term as described in clauses (a) and (c) of Section 4.2 or on receipt of the Outstanding Balance in good funds, the Loan with respect to and the Lender's ownership interest in the Equipment shall terminate and be conveyed to the Borrower and the Borrower shall become the owner of the Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE BORROWER, except that the Equipment shall not be subject to any Lien created by the Lender. The Lender shall execute and deliver to the Borrower such documents as the Borrower may reasonably request to evidence the transfer to the Borrower of ownership of, and the termination of the Lender's interest in, the Equipment. In the event of a partial prepayment of the Loan, the Equipment shall remain subject to this Agreement and shall not be conveyed and released by the Lender.

This Amendment applies to all financings undertaken pursuant to the Installment Purchase Agreement, including, without limitation, the financing contemplated by Exhibit A, Exhibit B, and Exhibit C. Any reference in the Installment Purchase Agreement to the "Agreement" shall, unless the context clearly requires otherwise, mean the Installment Purchase Agreement as amended by this Amendment No. 1.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-201103525-01

**Contractor Name:** SOVEREIGN LEASING 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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PLANE-201103525-01

**Contractor Name:** SOVEREIGN LEASING LLC

By: \_\_\_\_\_ 

Name: MICHAEL J. PERZ  
(please print)

Title: SENIOR VICE PRESIDENT  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

