

FIRST AMENDMENT TO INDENTURE OF LEASE

This Amendment to Indenture of Lease, executed in duplicate, this ____ day of _____, 2015 by and between the **City of Bangor** and **C & L AEROSPACE HOLDINGS, LLC**.

WITNESSETH:

WHEREAS, the Lessor is the owner of an Airport, commonly known as “Bangor International Airport”, formerly known as Dow Air Force Base and located in the City of Bangor, County of Penobscot, State of Maine (hereinafter sometimes referred to as the “Airport”); and

WHEREAS, the Lessee desires to lease from the Lessor certain facilities at said Airport for the operation of certain general aircraft services as specifically described herein,

WHEREAS, the City of Bangor and C & L Aerospace Holdings, LLC. are parties to a lease dated October 06, 2014 wherein C & L Aerospace Holdings, LLC. leases certain facilities, also known as Hangar 12 from the City of Bangor; and

WHEREAS, per Economic Development Administration (EDA) certain language is required which meets the requirements of EDA’s Property Management Standards in 13 C.F.R. 314; and

NOW, THEREFORE, the parties agree to amend the Indenture of Lease by and between the parties dated _____, March 2015 as follows:

By adding the following to Article IV: USE, OCCUPANCY and IMPROVEMENTS:

G.) The Lessor and Lessee acknowledge that the premises were improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-14252 and are subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

- a) Real Property or tangible Personal Property acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, for Aircraft painting and related maintenance activities, and EDA policies concerning adequate consideration, non-relocation and environmental compliance. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. 302.20 or for inherently religious activity prohibited by applicable federal law.
- b) Lessee agrees to provide Lessor and/or EDA with any document, evidence or report required to assure compliance with federal and state law,

including, but not limited to, applicable federal and state environmental laws.

- c) Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA grant, which in this case for Aircraft painting and related maintenance activities. This covenant shall remain in effect for a period of not less than fifteen (15) years.

In all other respects the Indenture of Lease between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ___ day of ____, 2015.

C&L AEROSPACE HOLDINGS, LLC.

Witness

By: Chris Kilgour
Its: Chief Executive Officer

CITY OF BANGOR

Witness

By: Catherine M. Conlow, City Manager
Its: City Manager