



SANDLER, TRAVIS & ROSENBERG, P.A.
International Trade, Customs & Export Law

Scott Taylor
Member
(212) 549-0153 • staylor@strtrade.com
Member: MO & KS Bars

September 16, 2025

Ms. Sofia Bajana
Project Manager
City of Albuquerque Aviation Department
Administration Office, 3rd Level
2200 Sunport Blvd. SE
Albuquerque, NM 87106

ENGAGEMENT FOR LEGAL SERVICES

Dear Ms. Bajana:

Thank you for choosing Sandler, Travis & Rosenberg, P.A. to assist the City of Albuquerque Aviation Department (the "Client") in the matter described below.

This engagement letter describes the scope of services our firm (the "Firm" or "ST&R") will provide and the terms and conditions of our representation. This letter needs to be signed by an authorized officer of the Client.

ENGAGEMENT BASICS

Scope of Engagement. You have requested that ST&R assist you with an online Foreign-Trade Zone training. The training will not exceed \$1,500.

In addition, the Firm will perform such other services as the Client and the Firm may agree upon from time-to- time. The terms of this letter will govern such other services.

Scope of Representation. The scope of our representation is limited to providing only those services that are described in the Scope of Engagement above. No other services are intended to be provided without the mutual agreement of you, the Client, and the Firm. Later, if you determine to change materially the scope of our representation, we may need to document that change in additional correspondence.

If it is appropriate for your particular matter, we may assign part of your work to the Firm's affiliated consulting companies, Sandler, Travis & Rosenberg, Limited, located in Hong Kong ("ST&R HK") and Sandler, Travis & Rosenberg (Shanghai) Co., Ltd. ("ST&R Shanghai") to assist the Firm in its representation. In such cases, ST&R HK and ST&R Shanghai would be acting under the supervision of the Firm. When engaged, the consulting companies would normally invoice ST&R, which in turn will invoice you for their services.

In order for the Firm to work as efficiently as possible, it is understood that your staff will provide certain working papers, information, or documentation which shall be discussed with your staff. The services will be completed in as timely a manner as possible consistent with the conditions of the engagement. We believe that the Client should be actively involved in the strategy and management of its legal affairs and our goal is to encourage candid and frequent communication between us.

We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the possible outcome of our work on this matter. Any expressions by us about the outcome of this matter are our best professional views only and are limited by our factual knowledge at the time they are expressed.

FEES AND BILLING

Fees and Hourly Rates. Client agrees to pay the Firm all fees and expenses incurred by the Firm in connection with its representation of the Client. The fees to be charged by the Firm will be in accordance with the hourly rates and other factors below in the schedule of fees and costs. All fees and costs must be paid electronically. My discounted FTZ Grantee hourly rate is \$440 which is billed in six-minute increments. I will do all of the FTZ work for you.

Costs are billed separately in the monthly statement provided to the Client. Should you request the Firm to work on other matters, the Firm may require you to submit a separate engagement for such additional work.

Set out below is the schedule of fees currently used by the Firm. This schedule is subject to change without notice and normally changes on the first of each new Calendar Year.

LAW CLERKS & PARALEGALS	\$ 170 - \$ 330
TRADE ADVISORS & CUSTOMS AUDITORS	\$ 235 - \$ 865
ASSOCIATES	\$ 450 - \$ 550
MEMBERS & PARTNERS	\$ 600 - \$ 975

Expenses. We will bill you for expenses incurred on your behalf. We will ask you to pay directly any significant outside expenses to be incurred on your behalf, such as deposition expenses, investigators, consultants, or experts necessary in our judgment to represent you in this matter. We will direct statements for such expenses to you for payment.

Regardless of the nature of the fee arrangement, except as noted above, all expenses incurred in connection with the representation of the matters undertaken by the Firm will be billed to the Client on a regular (*e.g.*, monthly or biweekly) basis. If invoices are sent monthly, expenses will be invoiced monthly. In the event an invoice is not sent on a monthly basis, the Firm, at its option, may decide to defer invoicing expenses.

Billing Statements. Unless there are circumstances that would indicate otherwise, each month, you will receive a statement providing a description of the services performed through the end of the preceding period, identifying the attorneys and other professionals who performed the services, and itemizing expenses incurred by the Firm in its representation.

Unless specified otherwise, invoices will be transmitted in .PDF format to your attention at a Client-designated email address. The Firm encourages payment of its invoices via **ST&R online bill pay**. This method facilitates the payment process and the application of payment on a timely basis.

Client will have access to view its billing activity and pay securely. Please visit www.strtrade.com and click "Online Bill Pay" on the bottom right of the page to enroll.

Unless otherwise agreed to, all payments must be made electronically and remitted to **SANDLER, TRAVIS & ROSENBERG, P.A. ACCOUNT** via wire transfer or ACH. Our wire transfer and ACH transfer information is the following:

Bank Name:	JPMORGAN CHASE BANK N.A.
ABA Number:	021000021 (if WIRE), 267084131 (if ACH)
Bank Address:	1450 Brickell Avenue, Suite 1510 - Miami, Florida 33131
Bank Officers:	Amado "Alex" Albelo Relationship Manager South Florida Market Middle Market Banking & Specialized Industries Commercial Banking
Phone Number:	(786) 761-6869
Account Name:	Sandler, Travis & Rosenberg, P.A.
Account Number:	701717719
SWIFT Code:	CHASUS33 (For international wire transfers only)
Other Beneficiary Information (OBI):	This field must contain the following: Invoice Number (up to seven digits) Client.Matter Number (up to 12 characters including delimiter) Company Name Matter Description

Due to the high amount of bank charges deducted from payments of international checks and the long delays associated with such payments, we request that if making payments from non-U.S. banks, whether in U.S. dollars or foreign currency, please issue a bank draft/wire transfer instead of issuing a check from a non-U.S. bank. Please remember to include remittance information such as the Client/matter number, invoice number, the company name and the matter description. If payment via check issued from a non-U.S. bank cannot be avoided, *the Client will be responsible for any bank charges.*

Client agrees to pay in full the amount of each invoice within fifteen (15) days of the invoicing date. If any statements remain unpaid for more than 60 days, we may cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. The Firm reserves the right to suspend its work due to nonpayment of fees.

In the event that the Firm's work is suspended as a result of nonpayment, Client agrees that the Firm will not be responsible for the failure to meet government, court, and other filing

and submission deadlines, or for penalties or interest that Client may be assessed, or other damages that may be sustained by Client, due to the failure to meet said deadlines.

Billing Issues. If you have a dispute regarding hourly rate(s), hours billed, costs expended, or any other billing issue, you must notify the Firm of the dispute **in writing within 15 days after the date on the invoice in dispute**, or you waive the right to raise such billing disputes with the Firm. In any collection action brought by the Firm, you waive all defenses other than full payment, if you failed to comply with the requirements of this paragraph.

Limitation as to Affiliates. Our engagement is limited expressly to you, the Client, unless we agree otherwise in writing. As such our representation does not include representation of any of your parents, subsidiaries, affiliates, shareholders, directors, or officers (“Your Affiliates”). Accordingly, it is understood and agreed that any representation by the Firm of another client adverse to any of Your Affiliates does not constitute a conflict of interest and does not require your consent.

Attorney-Client Privilege and Communications. All communications from the Firm, including our statements, may contain information protected by the attorney-client privilege. As the privilege could be waived if someone other than the necessary Client representatives see the privileged material, we recommend that you keep our statements, as well as other letters and communications from the Firm, in a separate file marked “Attorney-Client Privileged Materials” and keep the file in a secure place.

Completion of Matter. When Attorney’s services conclude, all unpaid charges shall become immediately due and payable. After the conclusion of our representation in the matter, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying any fees and expenses incurred through the date we are notified of such termination in writing. Similarly, we may withdraw from this representation for any reason consistent with the Bar Rules and Court Rules of the state. These reasons include but are not limited to: the failure to pay promptly our statements; the failure to disclose all facts material to our representation; the failure to act in accordance with our advice; or, the occurrence of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

Document Retention. After our representation is concluded, we will retain your files for a period no less than seven (7) years. It will be your responsibility, however, to secure the return of records. If arrangements are not made for the return of your records within seven (7) years following the conclusion of any matter, they will be destroyed. If during the seven (7) years the file is in storage, the Firm is required to retrieve the file on your behalf, you will be billed for any retrieval and/or return costs ST&R may incur.

GOVERNING LAW AND DISPUTE RESOLUTION

This letter and our engagement will be governed by the laws of the State of New York. Any proceedings commenced to enforce the terms of the contract or regarding our Firm's representation of the client shall only be brought in New York City and the Client consents to the personal jurisdiction of the state and federal courts of the State of New York. In the event we are required to commence action to collect our fees, the Client agrees to pay our reasonable attorneys fees associated with such collection efforts.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

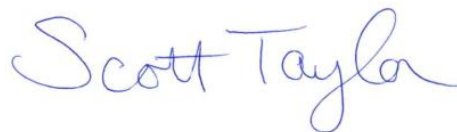
COMMENCEMENT OF WORK

Normally, work does not commence prior to the execution and receipt of this engagement letter. Notwithstanding the previous sentence, if the Firm has commenced work prior to the execution of this engagement letter, that work will be governed by the terms of this letter.

We very much appreciate this opportunity to serve and support you and look forward to working with you and building a successful relationship.

Sincerely yours,

SANDLER, TRAVIS & ROSENBERG, P.A.



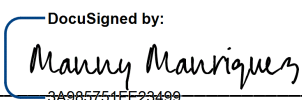
By: _____
Scott Taylor

AGREED TO AND ACCEPTED:

CITY OF ALBUQUERQUE AVIATION DEPARTMENT

DS


DocuSigned by:

BY:  _____
3A985751FE23499...

PRINTED NAME: Manny Manriquez

TITLE: AV-Adm

DATED: 10/16/2025 | 11:50 AM MDT

**CONTRACT RIDER
TO ENGAGEMENT LETTER DATED SEPTEMBER 16, 2025
BETWEEN SANDLER, TRAVIS & ROSENBERG, P.A. AND
THE CITY OF ALBUQUERQUE AVIATION DEPARTMENT**

This Contract Rider is attached to and made a part of the Engagement Letter dated September 16, 2025 (the “Engagement Letter”) between Sandler, Travis & Rosenberg, P.A. (“Contractor”) and the City of Albuquerque (“City”). In the event of any conflict between the terms of this Rider and the Engagement Letter, the terms of this Rider shall control.

1. Governing Law and Jurisdiction

Notwithstanding any provision to the contrary in the Engagement Letter, the parties agree that this contract shall be governed by the laws of the State of New Mexico. Venue for any legal actions arising from this engagement shall lie exclusively in a court of competent jurisdiction in Bernalillo County, New Mexico. The City does not consent to the jurisdiction of any court outside the State of New Mexico.

2. Attorney’s Fees

The City does not agree to pay attorney’s fees or costs for the collection of fees. Any such provision in the Engagement Letter is hereby deleted and replaced with the following:

“Each party shall bear its own attorneys’ fees and costs in any legal action arising out of this agreement, except as otherwise provided by law.”

3. Limitations on Indemnification and Liability

The City is a governmental entity and cannot indemnify or hold harmless the Contractor or any other party, nor can it agree to limitations of liability or waiver of legal rights except as specifically authorized by law. Any provisions in the Engagement Letter requiring indemnification or limiting the liability of the Contractor are hereby deleted and of no force or effect.

4. Arbitration

The City does not agree to mandatory arbitration. Any provisions requiring arbitration or referencing rules under Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York are hereby deleted. Disputes shall be resolved in accordance with Paragraph 1 of this Rider.

5. Payment Terms

Notwithstanding anything in the Engagement Letter, all payment obligations are subject to the availability of funds and compliance with the New Mexico Procurement Code and City fiscal

procedures. Payment shall be made in accordance with the Prompt Payment Act, NMSA 1978, §§ 57-28-1 et seq.

6. Conflicts of Interest

The Contractor affirms that to the best of its knowledge, no person employed by the City has a direct or indirect financial interest in this engagement. Contractor shall disclose any potential conflicts of interest that may arise during the engagement.

7. Non-Assignment

This agreement may not be assigned or subcontracted without the prior written consent of the City.

8. Termination

The City may terminate this engagement at any time for convenience, without penalty or liability, by providing written notice to Contractor. Contractor shall be paid for services rendered through the date of termination.

9. Entire Agreement

This Rider, together with the Engagement Letter as modified herein, constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written, relating to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract Rider as of the date shown below.

CITY OF ALBUQUERQUE AVIATION DEPARTMENT

By: 
DocuSigned by:
3A985751FE23499...
Name: Manny Manriquez
Title: Acting Director, Aviation Department
Date: 10/16/2025 | 11:50 AM MDT

SANDLER, TRAVIS & ROSENBERG, P.A.

By: 
Signed by:
63E5AEEF531C47B...
Name: Scott Taylor
Title: Member
Date: 10/16/2025 | 12:38 PM MDT