

**FIRST AMENDMENT TO STANDARD FOOD AND BEVERAGE CONCESSIONS
AGREEMENT**

THIS FIRST AMENDMENT TO STANDARD FOOD AND BEVERAGE CONCESSIONS AGREEMENT ("First Amendment") is made and entered into on the date stated on the City's 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"), Party of the First Part and **MISSION YOGURT, INC.**, a Colorado corporation ("Concessionaire"), *d/b/a Etai's at Denver International Airport f/k/a Udi's Café and Bar*, Party of the Second Part.

RECITALS

WHEREAS, the City owns, operates and maintains Denver International Airport; and

WHEREAS, the City operates a concession program at the Airport which is envisioned to be among the best in the world offering value, excitement and a wide range of culinary and retail experiences and services that evoke a strong sense of place reflecting the best of Denver, Colorado and the Rocky Mountain West; and

WHEREAS, in that spirit, the City and Concessionaire entered into that certain Standard Food and Beverage Concession Agreement (Contract Control #201102972) dated February 7, 2012 (the "Agreement"), and in accordance therewith, Concessionaire agreed to create and maintain a vibrant first-class concession with an engaging environment at the Airport designed to entice and excite consumers; and

WHEREAS, given the level of improvements initially made to the Concession Space, the Parties have reached agreement for the renovation of the Concession Space as required by the Agreement; and

WHEREAS, the premises set forth in these recitals are hereby made a part of this Agreement;

NOW THEREFORE, for good and valuable consideration the sufficiency of which hereby is acknowledged, the City and Concessionaire (collectively, the "Parties") intending to be legally bound by the terms and conditions of this First Amendment, agree as follows:

1. All references in the Agreement to "Manager" or "Manager of Aviation" are hereby deleted and replaced with "Chief Executive Officer" or "CEO" as the context may require. "Chief Executive Officer" or "CEO" means the Chief Executive Officer of the City's Department of Aviation having jurisdiction over the management, operation, and control of the Airport. Whenever reference is made to the "CEO or the CEO's authorized representative," or words of similar import are used such reference shall mean the officer or employee of the City designed in writing by the CEO as the CEO's delegated authorized representative.

2. In accordance with Section 7.09 of the Agreement, *Renovation of the Concession Space*, Concessionaire is required to make a Renovation Minimum Investment of \$180,979.00 to renovate, refurbish and refresh (the "Renovation") the Concession Space (as defined in the Agreement) by August 4, 2016, the Required Renovation Date. To facilitate such Renovation, the City and Concessionaire met on February 23, 2016 and agreed to the following:

A. The scope of work for the Renovation is as set forth on Attachment A attached hereto (the "Renovation Work");

B. Concessionaire delivered plans and specifications ("Plans and Specifications"), as appropriate, for the Renovation Work to City for approval on or about February 23, 2016;

3. Following said meeting, Concessionaire timely completed the Renovation Work in a good, workmanlike manner, in accordance with the approved Plans and Specifications and agreed upon Scope of Work, as set forth in Attachment A, and at a cost less than the Renovation Minimum Investment (as set forth in the Agreement).

4. City and Concessionaire agree that all of Concessionaire's obligations under the Agreement with respect to the Renovation are satisfied in full:

5. Accordingly, notwithstanding anything to the contrary, the City hereby waives the Renovation Completion Date and waives Concessionaire's obligation to pay the City the difference if the actual cost of the Renovation Work was less than the Renovation Minimum Investment.

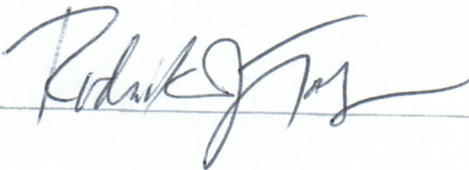
6. Except as provided herein, all of the provisions, terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect as if fully set forth herein.

7. This First Amendment is expressly subject to, and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver, and may be executed in two or more counter parts, each of which will be deemed to be an original signature page to this First Amendment, which may be signed electronically by the Parties in the manner specified by the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201102972-01

Contractor Name: Mission Yogurt, Inc.

By: 

Name: RODRICK J TANYA
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201102972-01

Contractor Name: Mission Yogurt, 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 _____

By _____



EXHIBIT A

Etal's at Denver International Airport
CONCESSION AGREEMENT 201102972

LIST OF REPAIRS AND REFURBISHMENT

1. Replace missing sign "buttons".
2. Frame column sign.
3. Modify hostess stand to make it more presentable when not in use.
4. Fix damaged stanchion.
5. Modify overhead gates cords to minimize view of exposed cord.
6. Relamp light fixtures so they all have the same color.
7. Install new style neutral pier at west side of space. I'll send details.
8. Ensure CO2 tanks are secured in place. Suggest fabricating a rack for them, so they cannot be left in an unsecured condition.
9. Clean floor.
10. Replace sagging lights at 3-Form panels.
11. Repair damaged plastic laminate at ceiling above point-of-sale area.
12. Repair damaged plastic laminate at west ceiling gate pocket.
13. Clean HVAC diffusers.
14. Adjust bar television so it doesn't protrude above bar seating area.
15. Eliminate storage on top of electrical transformer.
16. Install casters on desk, so it can be moved to allow for panel access.
17. Install digital menu boards.