

**FIRST AMENDMENT TO
STANDARD FOOD AND BEVERAGE CONCESSION SPACE AGREEMENT**

THIS FIRST AMENDMENT TO STANDARD FOOD AND BEVERAGE CONCESSION SPACE AGREEMENT ("First Amendment") is entered into as of the date stated on the City's signature page below, 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 **QUIZ-DIA LLC**, a Delaware limited liability company authorized to conduct business in the State of Colorado ("Concessionaire"), d/b/a **Quiznos**, Party of the Second Part (collectively, the "Parties").

RECITALS

- A. The Parties entered into an agreement dated January 21, 2014 (201311283) (the "Original Agreement") for the operation of a concession at Denver International Airport ("DIA" "Airport" "DEN").
- B. On or about July 24, 2015, the Commercial Division of the Airport received Concessionaire's Financial Hardship Relief Request asking the Airport to consider waiving the Monthly Guarantee required by the Original Agreement. Based on financials submitted by Concessionaire, the Concession Division's analysis, various conversations with Concessionaire, and documentation revealing a greater than 60% decline in the numbers of departing and enplaning passengers at the Regional Jet area the Commercial Division found that a catastrophic condition existed and granted Concessionaire's request.
- C. The Airport was in discussions with both Frontier and Spirit Airlines in an effort to relocate some passenger enplanements to this area of the concourse and reduce air carrier operating costs, so the potential for passengers to return to this area was possible. However, further investigation shows as a result of fleet and scheduling changes made by both Republic/Frontier and Great Lakes Airlines, passenger enplanements on the Concourse A, Regional Jet Facility (A-RJF), have dropped significantly over the past 24 months. Even with the introduction of Boutique Air, no projected lift in these passenger enplanements is forecasted. Due to continued decline in passenger enplanements and the recent Gate Optimization Program direction, no additional passenger enplanements are forecasted for this area.
- D. After performing an analysis, which included reviewing the degradation of the overall return on the owner's investments in the combined locations, the City agreed to adjust Concessionaire's rent by waiving the Monthly Guarantee from July 1, 2015 through January 31, 2016, and reducing the Percentage Compensation Fee by 33% from July 1, 2015 to January 31, 2016.

NOW, THEREFORE, for the foregoing reasons and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree to amend the Original Agreement as follows:

1. Section 2.01, *Manager; Manager's Authorized Representative, of the Original Agreement* hereby is amended by deleting the provision entirely and substituting therefor, the following:

2.01 CHIEF EXECUTIVE OFFICER, CHIEF EXECUTIVE OFFICER'S AUTHORIZED REPRESENTATIVE

"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. All references in the Original Agreement to "Manager" or "Manager of Aviation" are hereby deleted and replaced with "Chief Executive Officer" or "CEO" as the context may require. 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. Effective as of July 1, 2015, the Monthly Guarantee is hereby waived through January 31, 2016. The Percentage Compensation Fee is reduced from 15% to 10% for food and non-alcohol beverages and from 18% to 12% for alcoholic beverages. The Performance Surety shall remain unchanged.
3. The foregoing notwithstanding, the CEO or her authorized representative, in her sole and absolute discretion, may reinstitute the Monthly Guarantee, starting at the contractual rate of \$59,870.16 per month, effective February 1, 2016.
4. Concessionaire agrees that it shall remain current with its rent and other charges and continue to observe and perform all other terms, covenants, and conditions of the Original Agreement.
5. Except as provided herein, all of the provisions, terms and conditions of the Original Agreement are hereby ratified and shall remain in full force and effect as if fully set forth herein.
6. This First Amendment shall not be or become effective or binding on the City until approved by the City Council, if required by the City's Charter, and fully executed by all signatories of the City and County of Denver. This First Amendment may be signed in two or more counterparts, each of which shall be deemed to be an original signature page and further may be signed electronically by the Parties in the manner specified by the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201311283-01

Contractor Name:
Concessionaire

QUIZ-DIA LLC

By: Christina Maxwell

Name: Christina Maxwell
(please print)

Title: CFO of The Quiznos's Master LLC, the managing member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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:

By _____

By _____

By _____

