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FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the "**City**"), and **DN/OPTIMAL/TRUGOY DEN, LLC** (the "**Concessionaire**") (collectively, the "**Parties**").

WITNESSETH:

WHEREAS, the Parties entered into Concession Agreement No. 201630762 (the "**Agreement**") for the operation of a concession at Denver International Airport ("**DEN**");

WHEREAS, the COVID-19 pandemic caused significant disruptions to air travel and precipitous drops in concession sales at DEN, thereby causing significant harm to Concessionaire's business and employees; and

WHEREAS, to support and stabilize Concessionaire's business and employees, and to ensure that essential goods and services remain available to passengers and employees at DEN, the City wants to extend the Agreement for up to three years.

NOW, THEREFORE, for and in consideration of the privileges granted by the Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. The Term and the Expiration Date of the Agreement are extended by three (3) years (the "**Extension**"). Hereafter, the Expiration Date of the Agreement is June 29, 2031, subject to the terms and conditions below.

2. Concessionaire must maintain strict compliance with Airport Concession Disadvantaged Business Enterprise ("**ACDBE**") regulations, including full and timely compliance with the City's reviews, inquiries, investigations, and orders related to ACDBE requirements. If the City finds at any time, that the Concessionaire is in violation of ACDBE regulations or requirements and the Concessionaire fails to cure such violation(s) within reasonable time after notice, the City may, through letter executed by DEN's Chief Executive Officer ("**CEO**") and in accordance with ACDBE regulations, unilaterally void the Extension and revert the Term and Expiration Date back to the original Term and Expiration Date modified by this Amendment. This remedy is in addition to all remedies available to the City.

3. Concessionaire shall maintain, refurbish, and repair the concession premises as needed and as reasonably directed by the City during the Extension to ensure the concession continuously appears and operates as a first-class concession. Failure by the Concessionaire to so maintain, refurbish, or repair the premises shall give the City cause to void the Extension through letter executed by the CEO. This remedy is in addition to all remedies available to the City.

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4. In the event the City voids the Extension as contemplated herein, the City will not be liable for – nor will Concessionaire be entitled to nor claim or assert against City – any direct, consequential, or other damages of any kind.

5. Concessionaire shall make good faith efforts to support the wellbeing of current and prior employees, including but not limited to rights of first refusal to laid off and furloughed personnel for any open employment positions which they are qualified.

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

7. This Amendment to the Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

END OF AGREEMENT
SIGNATURE PAGES AND EXHIBITS TO FOLLOW

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Contract Control Number: PLANE-202159760 / Alfresco-201630762-01
Contractor Name: DN/Optimal/Trugoy DEN, 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: PLANE-202159760 / Alfresco-201630762-01
Contractor Name: DN/Optimal/Trugoy DEN, LLC

By: DocuSigned by: Robert W. Wilson BCE405F651A640C...

Name: Robert W. Wilson
(please print)

Title: Group President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)