

FIRST AMENDMENT TO CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO CONCESSION 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 acting for and on behalf of its Department of Aviation (“City”), Party of the First Part, and **HG DENVER JV**, a joint venture d/b/a “**Tattered Cover Book Store**” or “**Hudson News**”, formed by the following joint venturers: **HUDSON GROUP (HG) RETAIL LLC**, a Delaware limited liability company authorized to do business in Colorado; **CONCOURSE VENTURES, INC.**, a Louisiana corporation authorized to do business in Colorado; **ODD TALE BOOKS, LLC**, a Colorado limited liability company; and **JME GROUP, LLC**, a Georgia limited liability company authorized to do business in Colorado (collectively the “Concessionaire”), Party of the Second Part).

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated June 18, 2012 (#201204353 - the “Original Agreement”) for the operation of newsstand and book concessions in several Concession Spaces described in **Exhibits A-1 through A-9**, located within the terminal and/or the concourses at Denver International Airport (“Airport” “DIA” or “DEN”); and

WHEREAS, Concessionaire has requested an opportunity to reduce the Minimum Required Investment (“MRI”) of two terminal Concession Spaces listed on **Exhibits A1 and A6** and in exchange for the reduction to the MRI has agreed to reduce the term of these two terminal Concession Spaces (**A1 and A6**) to expire December 31, 2017, a date that aligns with the DEN Terminal Redevelopment Project; and

WHEREAS, Concessionaire has also requested a change in the permitted use of the east side location on Concourse A from a book/newsstand concept to a newsstand concept which Parties agreed to during the construction phase; and

WHEREAS, the Parties have agreed to acknowledge that the scope of work of refurbishing the Concession Spaces has been reviewed and approved and the refurbishment required will more accurately reflect the approved design and construction plans;

WHEREAS, Concessionaire is enrolled in the DEN Premium Value Program. When Concessionaire enrolled, the Minor Merchandise Category for PVC purposes was “**Newsstand**” for certain of its nine locations;

WHEREAS, on or about October 1, 2015 PVC Rule 45 was amended, which has necessitated a Minor Merchandise Category change to “**convenience retail**” for those locations;

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

1. Capitalized terms in this First Amendment have the meaning given in the Original Agreement.
2. Effective as of the date this First Amendment is executed, Concessionaire’s Minor Merchandise Category for PVC purposes is hereby changed to: **Convenience Retail** for the five locations listed as **Exhibits A-5 through A-9**.
3. **Exhibit U** appended to the Original Agreement is hereby deleted and replaced with the **Exhibit U** appended to this First Amendment, which is incorporated herein by this reference.

Exhibit U reflects that (i) Concessionaire's right to possess and use terminal locations listed on **Exhibits A1 and A6** expires December 31, 2017; (ii) Concessionaire's capital investment obligation for the Concession Spaces listed on **Exhibits A1 and A6** has been eliminated; (iii) the permitted use for the east side location on Concourse A listed on **Exhibit A9** has been changed from a book/newsstand to a newsstand concept and the Minor Merchandise Category for said location shall change to "Newsstand;" and (iv) The Minor Merchandise Category for locations listed on **Exhibits A-5 through A-9** has been changed to "convenience retail."

4. Elimination of the investment obligation for the Concession Spaces listed on **Exhibits A1 and A6** reduces the MRI to \$2,327,615 and the summary page is hereby conformed to reflect this reduction.

5. Section 1.18, "Manager," is deleted, and replaced with the following:

1.18 CHIEF EXECUTIVE OFFICER: "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 Denver International Airport. All references in the Original Agreement to "Manager" or "Manager of Aviation" are hereby deleted and replaced with "CEO".

6. Section 1.19, "Manager's Authorized Representative," is deleted and replaced with the following:

1.19 CEO's AUTHORIZED REPRESENTATIVE: 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.

7. Section 4.01 Term, of the Original Agreement is hereby deleted and replaced with the following:

4.01. TERM

As documented on the attached **Exhibit D**, this Agreement shall become fully effective and binding upon the Parties as of the Effective Date, which is September 1, 2012 and expire upon the Expiration Date, which is January 31, 2024, unless this Agreement is terminated earlier pursuant to the provisions of this Agreement or by law. These and other dates material to this Agreement have been documented on the attached **Exhibit D**. Any provision to the contrary notwithstanding, Concessionaire's right to possess and use the Concession Space locations as described on **Exhibits A-1 and A-6**, hereby expires December 31, 2017, unless this Agreement is terminated earlier pursuant to the provisions of this Agreement or by law. Thereafter, Concessionaire covenants and agrees to surrender possession of the said terminal space locations and all Improvements to the City as provided in Section 4.02, Surrender of Concession Space.

8. Section 6.08, Required Minimum Investment, is hereby amended and restated as follows:

6.08. REQUIRED MINIMUM INVESTMENT

A. *Minimum Capital Investment Required.* Concessionaire guarantees that it will make capital investments and shall construct Tenant Improvements in the Concession Spaces. Construction Costs shall meet or

exceed the Required Minimum Investment set forth on **Exhibit U** (and the Summary Page as conformed by this First Amendment). Such capital investments will be completed in strict conformity with the final plans and specifications marked "approved" by the City. The Required Minimum Investment shall not include financial costs, interest, inventory, preopening expenses, or intra-company charges but may include architectural and engineering fees not to exceed 15% of the total.

B. Minimum Required Investment is Material. The Required Minimum Investment is a material part of the consideration to the City under this Agreement. Within 120 days after completion of construction Concessionaire shall file with the CEO or the CEO's authorized representative lien releases for the above expenditures and a statement certified by its architect setting forth the total construction costs with appropriate detail itemizing design fees, original construction contract amount, total change orders, decorations, furnishings, fixtures, and equipment. At City's request, Concessionaire shall also submit copies of invoices supporting such costs. Non-receipted expenditures will not be credited. If the total amount of Concessionaire's Construction Costs are less than the Required Minimum Investment, the difference between such Construction Costs (as detailed by the architect's certified statement and certified receipts) and the Required Minimum Investment shall be paid to City within 30 days after written notice from City to Concessionaire; provided, however, since the CEO's authorized representative has found that Concessionaire constructed the Improvements in strict conformity with the final plans and specifications as described above, the foregoing requirement is hereby waived.

9. Concessionaire agrees to refresh the Concession Space locations as described on **Exhibits A-1 and A-6** to more accurately reflect previously approved design and construction plans. The scope of work, which includes aesthetic refurbishments as well as life safety and health code upgrades has been revised by Concessionaire and approved by DEN.

10. As required by Section 6.14. Refurbishment of Concession Space, and as documented on the attached **Exhibit D**, the 4th year Refurbishment Completion Date is January 31, 2018 and the 7th year Completion Date is January 31, 2021.

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

12. This First Amendment shall not be or become effective or binding on the City until approved by the Council of the City and County of Denver, 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 may be signed electronically by the Parties in the manner specified by the City.

[SIGNATURE PAGES FOLLOW]

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 _____

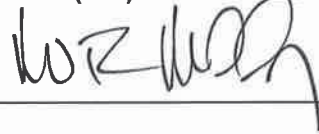
By _____



Contract Control Number: 201204353-01

Contractor Name: HG DENVER JV

Name: HUDSON GROUP (HG) RETAIL LLC
(please print)

By: 

Name: Michael R. Mullaney
(please print)

Title: EVP- Corporate Strategy & Development
(please print)

ATTEST: [if required]

By: 

Name: Jeanedra Bigger
(please print)

Title: Paralegal
(please print)



Contract Control Number: 201204353-01

Contractor Name: HG DENVER JV

Name: **CONCOURSE VENTURES, INC.**
(please print)

By: Dale Mason Cochran

Name: Dale MASON Cochran
(please print)

Title: President
(please print)

ATTEST: [if required]

By: Ines Castro-Artiaga

Name: Ines Castro-Artiaga
(please print)

Title: Adm. Assistant
(please print)



Contract Control Number: 201204353-01

Contractor Name: HG DENVER JV

Name: ODD TALE BOOKS, LLC
(please print)

By: Dawn P. Bookhardt

Name: Dawn P. Bookhardt
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: Debra L. Martinez

Name: DEBRA L. MARTINEZ
(please print)

Title: ADMINISTRATOR
(please print)



Contract Control Number: 201204353-01

Contractor Name: HG DENVER JV

Name: JME GROUP, LLC
(please print)

By: _____
JME

Name: Javarro M Edwards
(please print)

Title: Owner / President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**EXHIBIT D
CONFIRMATION LETTER
ESTABLISHING ACTUAL DATE OF POSSESSION, AND OTHER DATES
OR CHANGES TO THESE DATES
AND CONFIRMING THE TERM AND REFURBISHMENT DEADLINE**

Pursuant to the requirements of this Agreement, the City and Concessionaire agree that the Required Open Date as set forth on the Summary Page may have change and therefore some or all of the following dates may have change. Accordingly, as of the date below the signature of the Manager, the following dates are hereby confirmed:

Date of Execution: 9/1/2012

Design and Construction Deadline: 1/31/2014

Required Opening Date: 2/1/2014

Interim Period Rent Commencement Date : 9/1/2012

Open Period Rent Commencement Date: 2/1/2014

Expiration Date: 1/31/2024

4th Year Refurbishment Completion Date : 1/31/2018

7th Year Refurbishment Completion Date : 1/31/2021

Concessionaire:

By: 

Title: Executive Vice President

Countersigned and Approved by the City:
Kim Day, Manager of Aviation

By: _____

Title: _____

Date: _____



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CONFIRMATION LETTER
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Required Opening Date: 2/1/2014

Interim Period Rent Commencement Date : 9/1/2012

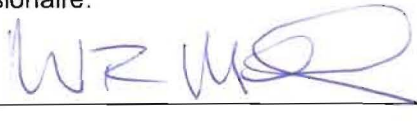
Open Period Rent Commencement Date: 2/1/2014

Expiration Date: 1/31/2024

4th Year Refurbishment Completion Date : 1/31/2018

7th Year Refurbishment Completion Date : 1/31/2021

Concessionaire:

By: 

Title: Executive Vice President

Countersigned and Approved by the City:
Kim Day, Manager of Aviation

By: _____

Title: _____

Date: _____

EXHIBIT U - CONCESSION LOCATIONS, SQUARE FOOTAGE, MINIMUM REQUIRED INVESTMENT, PERMITTED USE, MAJOR & MINOR MERCHANDISE CATEGORY, TRADE NAME, AND HOURS OF OPERATION (Revised 04/01/16)

Exhibit #	Building	Address	Square Feet	Minimum Required Investment PSF	Minimum Required Investment	Permitted Use (as defined in Exhibit U)	PVC Merchandise Category		Trade Name	Hours of Operation
							Major	Minor		
A-1	*Terminal	R16-1-5-W3-N6-2	912.7	\$400	\$0	Books Exhibit U-2	Retail	Specialty Retail	Tattered Cover	5:00 AM to 9:00 PM
A-2	A Concourse	R17-2-3-E3-S7-1	1,208.50	\$400	\$483,400	Books Exhibit U-2	Retail	Specialty Retail	Tattered Cover	6:00 AM to 10:00 PM
A-3	B Concourse	R18-1-3-W4-S5-1	1,010.80	\$400	\$404,320	Books Exhibit U-2	Retail	Specialty Retail	Tattered Cover	6:00 AM to 10:00 PM
A-4	C Concourse	R19-1-3-E3-S7-1	919.2	\$400	\$367,680	Books Exhibit U-2	Retail	Specialty Retail	Tattered Cover	5:00 AM to 9:00 PM
A-5	C concourse	R19-1-3-E18-N2-1	649.3	\$300	\$194,790	News Exhibit U-1	Retail	**** Convenience Retail	Hudson News	5:00 AM to 9:00 PM
A-6	*Terminal	R16-1-5-W3-N6-1	906.2	\$300	\$0	News Exhibit U-1	Retail	**** Convenience Retail	Hudson News	5:00 AM to 9:00 PM
A-7	B Concourse	R18-1-3-W35-N2-1	908.7	\$300	\$272,610	News Exhibit U-1	Retail	**** Convenience Retail	Hudson News	6:00 AM to 10:00 PM
A-8	B Concourse	R18-1-3-E35-N2-1	917.8	\$300	\$275,340	News Exhibit U-1	Retail	**** Convenience Retail	Hudson News	6:00 AM to 10:00 PM
A-9	A Concourse	R17-2-3-E19-N2-2	955	\$345	\$329,475	***News Exhibit U-1 /	Retail	**** Convenience Retail	Hudson News /	6:00 AM to 10:00 PM
			8388.2	\$2,327,615						

*Concessionaire's right to possess and use Concession Spaces on Exhibits A1 and A6 expires December 31, 2017
 **Note: Minimum Required Investment obligation for Concession Spaces on Exhibits A1 and A6 has been eliminated
 ***Note: Permitted Use for Concession Space on Exhibit A9 has been changed from Book/News to News
 ****Note: PVC Minor Merchandise Category for Exhibits A-5, A-6, A-7, A-8 and A-9 has been changed from Newsstand to Convenience Retail