

## SEVENTH AMENDMENT TO CONCESSION AGREEMENT

**THIS SEVENTH AMENDMENT TO CONCESSION AGREEMENT** (“**Seventh Amendment**”), is made and entered into as of the date stated on the City’s signature page (“**Effective Date**”), 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**”), Party of the First Part, and **DENVER AIRPORT ENTERPRISES, LLC**, (“**Concessionaire**”), a Colorado limited liability company, d/b/a **Peak Concepts Newsstand**, Party of the Second Part.

### RECITALS

**WHEREAS**, the City owns and operates Denver International Airport (“**DIA**” or the “**Airport**”); and

**WHEREAS**, the City entered into a concession agreement (AC-38040) dated May 4, 1993 with Concessionaire, a First Amendment dated June 26, 1995; a Second Amendment dated September 22, 1995; a Third Amendment dated July 11, 2003; a Fourth Amendment dated May 17, 2004; a Fifth Amendment dated February 25, 2011; and a Sixth Amendment dated October 31, 2011 (collectively, the “**Original Agreement**”) to operate a Newsstand on the Center Core of Concourse B (the “**Concession Space**”); and

**WHEREAS**, the City and Concessionaire now wish to extend the Completion Date for the Term Extension Renovation obligations and delete the Midterm Refurbishment required by the Original Agreement;

**NOW THEREFORE**, for the premises set forth in these recitals, which are made a part of this Agreement, and for other good and valuable consideration the sufficiency of which hereby is acknowledged, the City and Concessionaire (collectively, the “**Parties**”) intending to be legally bound, agree as follows:

### AGREEMENT

1. Concessionaire agrees to complete the Term Extension Renovation obligations on or before May 31, 2014. Failure to complete the Term Extension Renovation obligations on or before May 31, 2014, will cause this Agreement to terminate without any further notice or cure period. Furthermore, the Concessionaire affirmatively waives any default notice or cure period provided under the Original Agreement as it relates to the May 31, 2014 Term Extension Renovation deadline, and agrees to immediately surrender and turnover the Concession Space to the City if the May 31, 2014 deadline is not met.

2. **Exhibit A**, which is attached hereto, hereby replaces the **Exhibit A** appended to the Original Agreement, in order to reflect a change in the dimensions of the Concession Space from 1250.3 square feet to 1280.2 square feet. The Summary Page attached to the Original Agreement is hereby conformed to reflect this change.

3. Except as modified by this Seventh Amendment, all of the terms and conditions of the Original Agreement shall remain in full force and effect.

4. This Seventh Amendment shall not be effective or binding on the City until approved and fully executed by all signatories of the City. This Seventh Amendment may be executed in two or more counterparts, each of which will be deemed an original signature page to this Amendment and it may be signed electronically by either Party in the manner specified by the City.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-AC38040-07

**Contractor Name:** Denver Airport Enterprises, LLC

By: \_\_\_\_\_

J.M. BRAGON, PRESIDENT  
PROSERVE CORPORATION

Name: \_\_\_\_\_  
(please print) MANAGER / MEMBER

Title: \_\_\_\_\_  
(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:

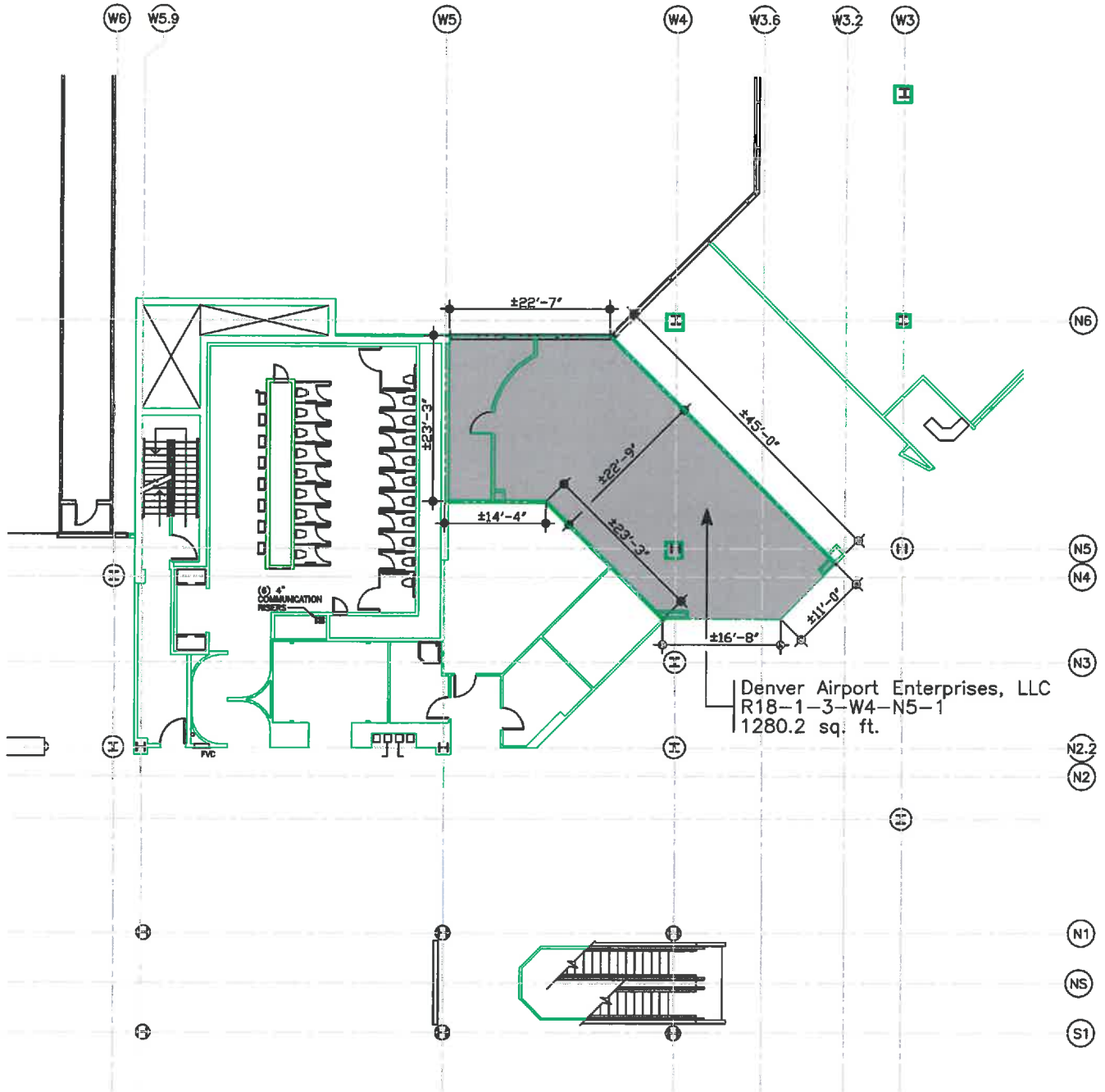
By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



EXHIBIT A



Denver Airport Enterprises, LLC  
 R18-1-3-W4-N5-1  
 1280.2 sq. ft.

- CONC. WALL (BY CITY)
- STUD/GYPSUM WALL (BY CITY)
- GLASS WALL (BY CITY)
- TENANT LEASE LINE

(H) (I) COLUMNS  
 NIC = Not Included  
 (In Lease or Sq. Ft. Calc.)

SCALE 1" = 20.00'



**NOTE:**

This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

Director of Facilities Services

<p>KEY PLAN CONCOURSE B</p>		REVISED	DENVER INTERNATIONAL AIRPORT	
		08/04/14	EXHIBIT A	
		Concourse B Conc. Level		
		Denver Airport Enterprises, LLC		
		CC#: dae	DATE: 2/5/93	

R18-1-3-11-5