

FIRST AMENDMENT TO CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO CONCESSION AGREEMENT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and UNITED AIRLINES, INC., f/k/a Continental Airlines, Inc., a Delaware corporation authorized to do business in Colorado, (“Concessionaire”), Party of the Second Part:

WITNESSETH:

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

WHEREAS, the City and Continental Airlines, Inc., entered into a written Concession Agreement known by contract number RC9A005 and dated August 24, 2010 (“Concession Agreement”); and

WHEREAS, on March 31, 2013, Continental Airlines, Inc., merged with the Concessionaire and assumed this Concession Agreement;

WHEREAS, pursuant to the Concession Agreement, Concessionaire agreed to operate a commercial business providing in-flight catering service for various air carriers and selling to them food and beverage products to be packaged and delivered to the air carriers at the Airport under the Concession Agreement; and

WHEREAS, the parties now wish to modify the percentage of compensation paid to the City for off-airport sales; and

WHEREAS, as consideration for the reduction in the percentage compensation, Concessionaire will endeavor to secure additional off-airport catering contracts, seek to retain current staffing levels and make efforts to participate in the City and County of Denver’s Food Bank Program;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. The first paragraph of Section 4, Compensation, of the Concession Agreement is hereby deleted and replaced with the following:

The Concessionaire covenants and agrees to pay to the City, at the Office of the Chief Executive Officer of the Airport on or before the 10th day of the second month and each succeeding month of the term hereof and the 10th day of the month following the term hereof, seven percent (7%) of the Concessionaire's gross receipts from its operations of delivering food and beverages on-airport, three percent (3%) of the Concessionaire's gross receipts from its sales of food and beverage off-airport and fifteen percent (15%) of

Concessionaire's gross receipts from its sales of alcoholic beverages hereunder for each preceding calendar month, excluding gross receipts from its operations of delivering food, beverage and alcoholic beverage items prepared for or furnished by the Concessionaire to United Airlines, Inc., or any other air carrier under contract with United Airlines, Inc., to provide air transportation services using aircraft with essentially the same livery as United Airlines, Inc.; and carrying United's passengers. An itemized statement in a form approved by the City's Chief Executive Officer of the Airport showing the gross receipts of Concessionaire for the preceding calendar month shall in each case accompany the said payment.

2. The following Concessionaire names and addresses update Section 6, Notices, of the Concession Agreement:

United Airlines, Inc.
Vice President Corporate Real Estate
HDQOU, 233 South Wacker Drive
Chicago, IL 60606

United Airlines, Inc.
General Counsel
HDQLD, 233 South Wacker Drive
Chicago, IL 60606

3. The modifications set forth in this First Amendment are effective as of June 1, 2016, and shall remain in effect until the end of the term unless terminated sooner in accordance with the Terms of the Concession Agreement.

4. Any reference in the Concession Agreement to the term Manager of Aviation is hereby deleted and replaced with the Chief Executive Officer for the Department of Aviation (the "CEO").

5. Except as modified by this First Amendment, all of the terms and conditions of the Concession Agreement shall remain in full force and effect.

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

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Contract Control Number: PLANE-RC9A005-01

Contractor Name: United Airlines, Inc.

By: 

Pranav Trivedi

Name: 
(please print)

**Managing Director
Airport Affairs**

Title: _____
(please print)

ATTEST: [if required]

By: 

Name: Sarah Voss
(please print)

Title: Lease Administration
(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 _____

