

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of the date indicated on the City signature page below, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("**City**"), and **COLORADO MOUNTAIN EXPRESS, INC.**, a Colorado Corporation who is authorized to conduct business in Colorado ("**Concessionaire**").

WITNESSETH

WHEREAS, the parties entered into an Agreement, executed May 20, 2014 ("**Existing Agreement**"), wherein the City granted the Concessionaire the right and obligation to occupy, improve, and use space in the operation of a Ground Transportation business at Denver International Airport; and

WHEREAS, the parties desire to amend the Existing Agreement to relocate the Concessionaire as a result of improvements being made to the Great Hall in the Jeppesen Main Terminal at Denver International Airport;

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

1. On the existing Summary Page the Concession Location address and the TERM length ("36 months") along with the TERM expiration date are hereby deleted and replaced with the following:

"Address: TML_05_8E_047 and TML_05_8E_046" and "Expiration Date: May 31, 2020 unless modified by Section 4"
2. Section 2.16 of the Existing Agreement titled "MANAGER"; is hereby amended by deleting this section and replacing it with the following:

"**2.16 CHIEF EXECUTIVE OFFICER** "Chief Executive Officer or "CEO" shall mean the City and County of Denver Department of Aviation Chief Executive Officer or the CEO's successor in function."
3. All references in the Existing Agreement to "Manager" or Manager of Aviation" are hereby deleted and replaced with "Chief Executive Officer" or "CEO" as the context may require. "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 DEN.
4. Section 2.17 of the Existing Agreement titled "MANAGER'S AUTHORIZED REPRESENTATIVE"; is hereby amended by deleting this section and replacing it with the following:

“2.17 CEO’S AUTHORIZED REPRESENTATIVE

Whenever reference is made herein to the “Chief Executive Officer or the CEO’s authorized representative,” or words of similar import are used, the Senior Director of Parking and Transportation (“Senior Director”) shall be such authorized representative of the CEO, unless notice otherwise is given to the Concessionaire by the CEO. The CEO and the Senior Director may rescind or amend any such designation of representatives or delegation of City authority upon notice to the Concessionaire.”

5. Section 4.01 of the Existing Agreement, titled “TERM”; is hereby amended by deleting this section and replacing it with the following:

“**4.01 TERM** This Agreement shall commence and become fully effective and binding upon the parties as of the date listed on the summary page. “Term” as used herein shall mean the dates listed on the Summary Page (“Expiration Date”), unless sooner terminated pursuant to provisions of this Agreement or by law. Each of these actions may be taken without the requirement of a formal amendment to the Agreement.”

6. Section 5.01 of the Existing Agreement, titled “RENT”; is hereby amended by deleting this section and replacing it with the following:

“**5.01 RENT.** Concessionaire covenants and agrees to pay the City as Rent for the rights and privileges herein granted by the City the sum of **NINE THOUSAND DOLLARS AND ZERO CENTS (\$9,000.00)** per month. Said obligation to pay compensation shall commence upon effective date of the move to the Concessionaire’s new Concession space inside the Jeppesen Terminal.”

7. Section 6.07 of the Existing Agreement, titled “HOURS OF OPERATION”; is hereby amended by deleting section 6.07 C Exceptions and replacing it with the following:

“**C. Exceptions** Exception to Concessionaire’s obligations under this Section 6.07 may be authorized in advance in writing by the CEO or her authorized representative.”

8. Exhibit A of the Existing Agreement is hereby deleted and replaced with the attached Exhibit A.
9. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here, and are hereby ratified and reaffirmed.

10. This First Amendment to Agreement shall not be effective or binding on the City until fully executed by all signatories of the City.

[END OF AGREEMENT]

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201415109-01

Contractor Name: Colorado Mountain Express, Inc.

By:  _____

Name: James O'Donnell
(please print)

Title: EVP & COO
(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:

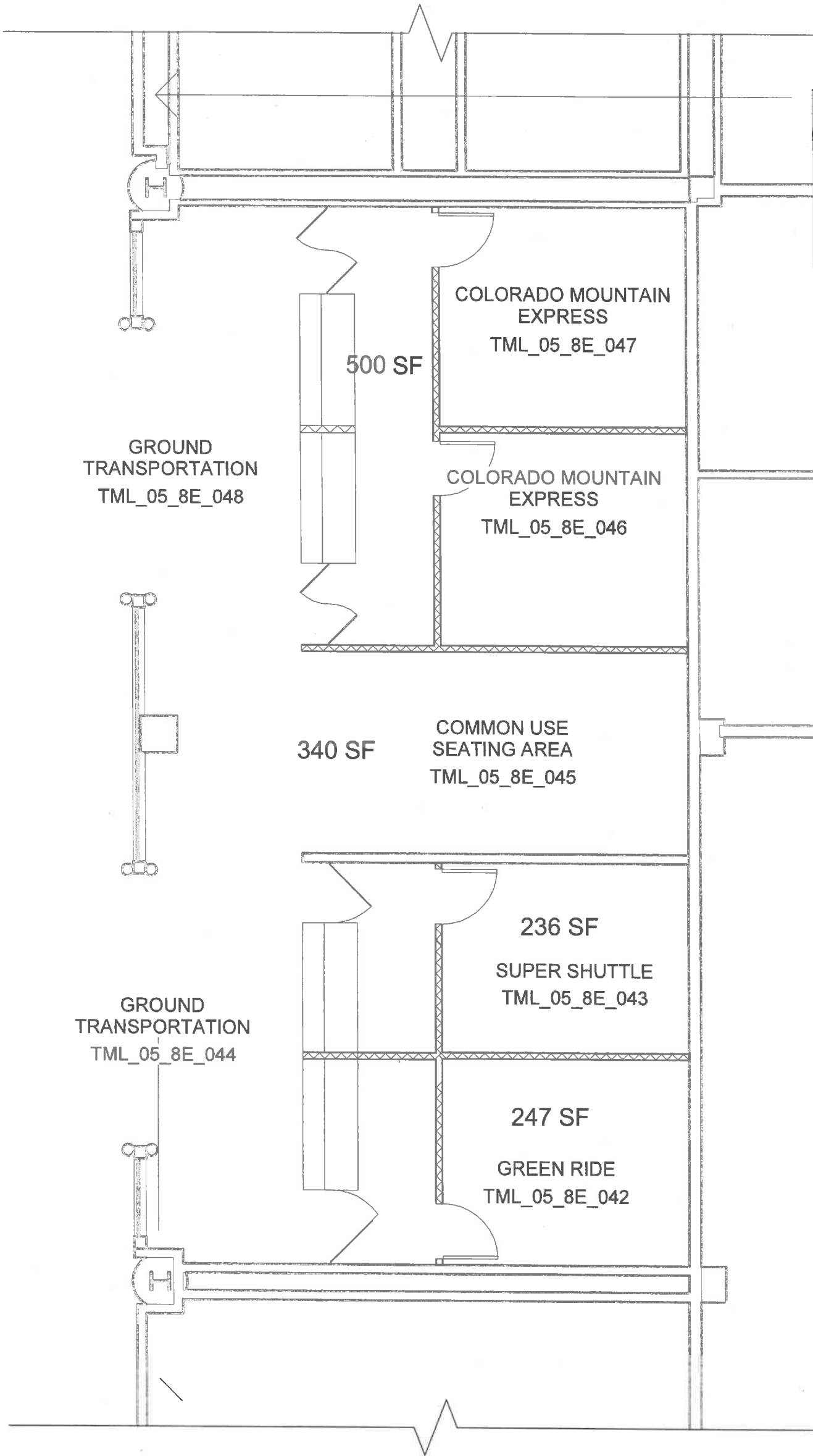
By _____

By _____

By _____



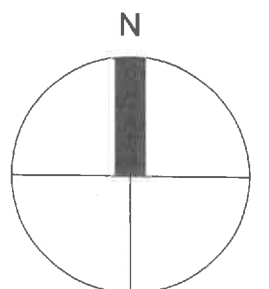
EXHIBIT A

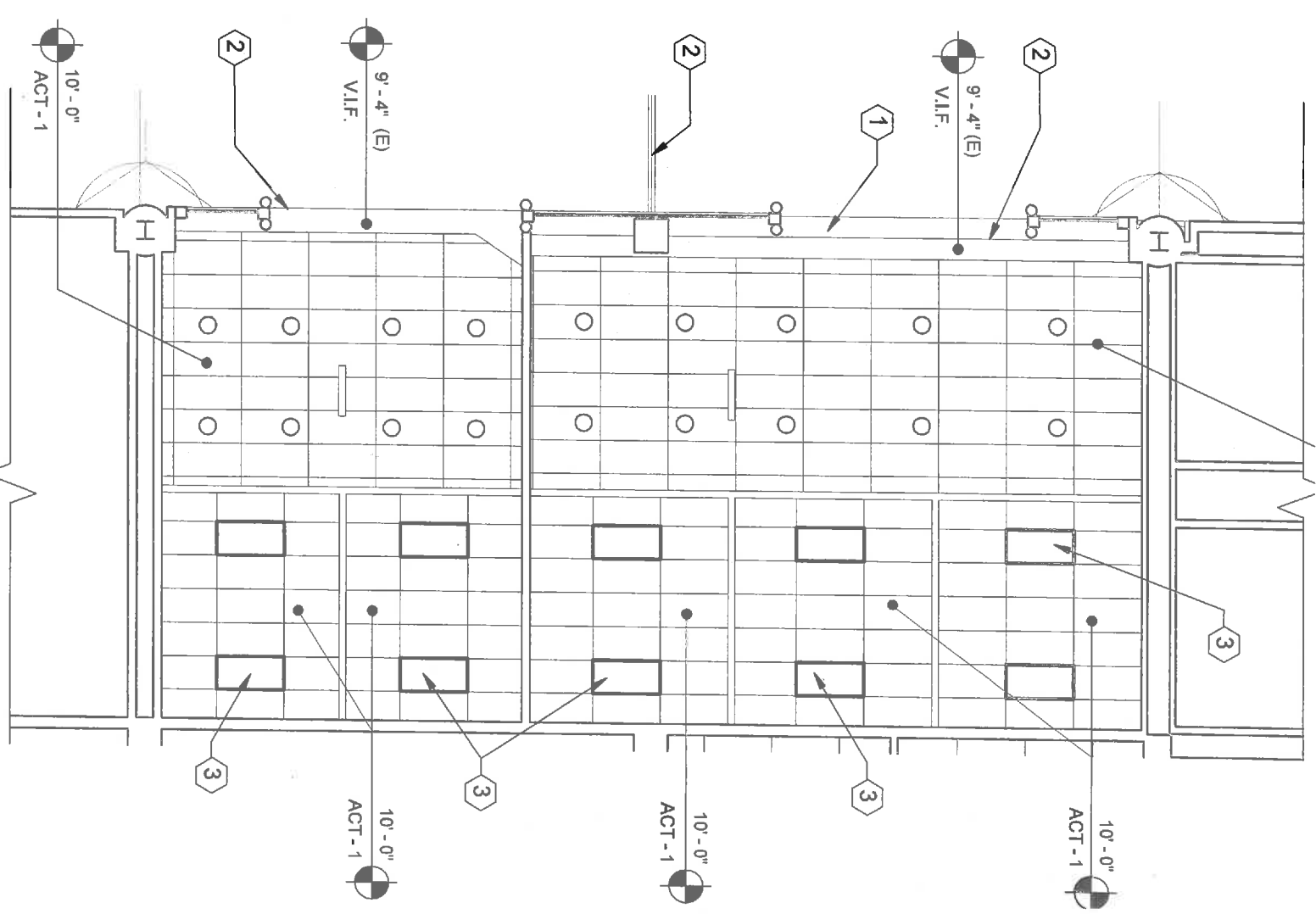
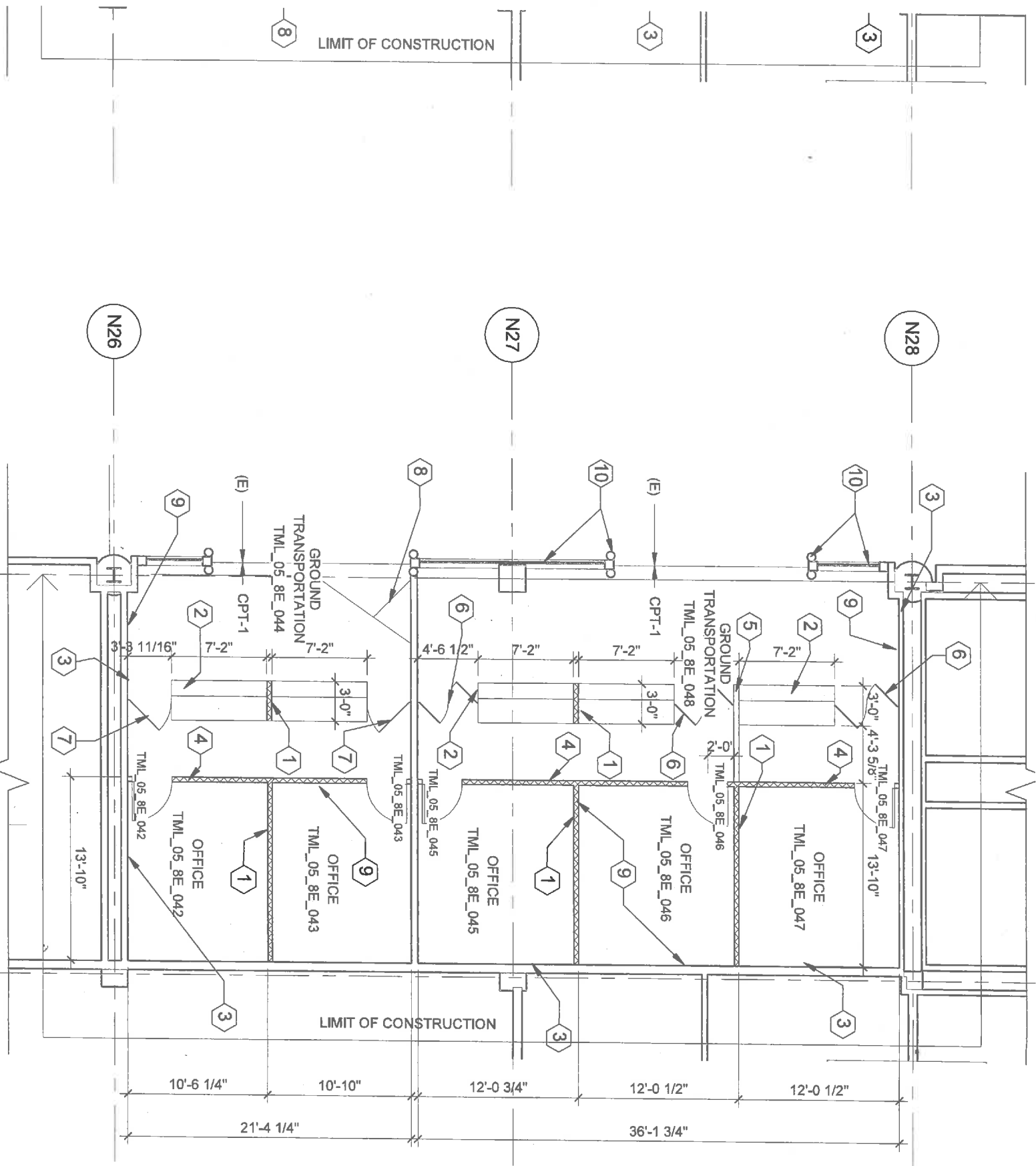


NEW GROUND TRANSPORTATION
- FLOOR PLAN

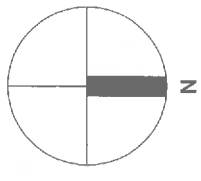
3
A101

1/8" = 1'-0"





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NEW GROUND TRANSPORTATION
- FLOOR PLAN
3
A101
1/8" = 1'-0"

NEW GROUND TRANSPORTATION
- RCP
4
A101
1/8" = 1'-0"

