

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into on the date of the City's signature page by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **CONCESSIONS COLORADO, LLC**, a Colorado limited liability company (the "Consultant") d/b/a ***New Belgium Spoke***.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated November 2, 2010 (the "Original Agreement") for the operation of a concession at Denver International Airport ("Airport"); and

WHEREAS, on or about October 17, 2013, the Commercial Division of Denver International Airport ("Airport") received Concessionaire's financial hardship request for a waiver of the monthly Minimum Annual Guarantee ("MAG") required by the Agreement; and

WHEREAS, based on financials submitted by Concessionaire, the Commercial Division's analysis, various conversations with Concessionaire, and documentation revealing that the numbers of departing and enplaning passengers at the Regional Jet area had declined for an extended period of time, the Commercial Division found that a catastrophic condition existed that warranted favorable consideration of Concessionaire's request; and

WHEREAS, to allow a valued member of DIA's concession community to continue to serve the traveling public the parties desire to adjust the rent and broaden Concessionaire's permitted use;

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. Effective retroactively to January 1, 2013, the MAG and resulting monthly payments are hereby waived through December 31, 2015. The MAG and resulting monthly payments will be reinstated effective January 1, 2016, unless continued waiver of the MAG is warranted. The parties agree that a continued waiver of the MAG is warranted if (i) a catastrophic condition continues to exist or (ii) the annual MAG adjustment as provided in Section 5.01 of the Agreement resets the MAG to an amount that would be less than the first year MAG initially stated on the Summary Page. If a continued waiver of the MAG is warranted, the MAG and the resulting monthly payments will be waived to August 26, 2018, (as reflected in the attached Exhibit D signed and dated 6/28/2011) when the Term of this Agreement expires.

2. In addition, in order to create more conditions that are favorable for Concessionaire to improve its ability to generate revenue, Concessionaire agrees to install an Amana oven no later than February 27, 2014, as well as expand the menu offering with the City's prior approval.

3. Neither the waiver of the MAG and resulting monthly payments for the period of 2013-2015 nor any subsequent waiver of the MAG and resulting monthly payments as provided herein shall be construed as or operate as, a waiver by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Concessionaire.

4. The Manager or her authorized representative, in her sole and absolute discretion, may reinstitute the monthly MAG, starting at the contractual rate of \$20,833 per month, whenever conditions warranting this waiver no longer exist.

5. DSBO has reset the ACDBE goal for this Agreement. Concessionaire acknowledges and agrees that the ACDBE goal has changed and changed it from 36% to 40% and agrees to comply with this new goal as further provided in the Original Agreement.

6. Correction: R17-2-2-E40-N1-1 is the correct concession location as reflected in the attached Exhibit A dated 4/24/14.

7. Concessionaire agrees that it shall remain current with its rent and other charges and continue to observe and perform all other terms, covenants, and conditions of the Agreement.

8. Concessionaire acknowledges that nothing herein alters or affects the Performance Surety amount or the Corporate Guaranty attached to the Agreement as Exhibit K.

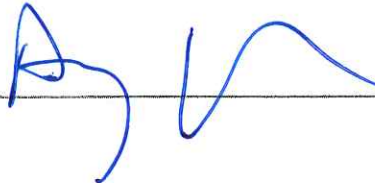
9. Except as otherwise provided herein, all of the terms, provisions and condition of the Existing Agreement shall remain in full force and effect as if fully set forth herein and are hereby ratified and reaffirmed.

10. This First Amendment to Agreement shall not be or become effective or binding on the City until approved by 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 further may be signed electronically by the parties in the manner specified by the City.

[Signature Pages Follow]

Contract Control Number: PLANE-AR18001-01

Contractor Name: Concessions Colorado, LLC

By: 

Name: Anthony Joseph
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Tanya Hairston-Whitner
(please print)

Title: Secretary
(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:

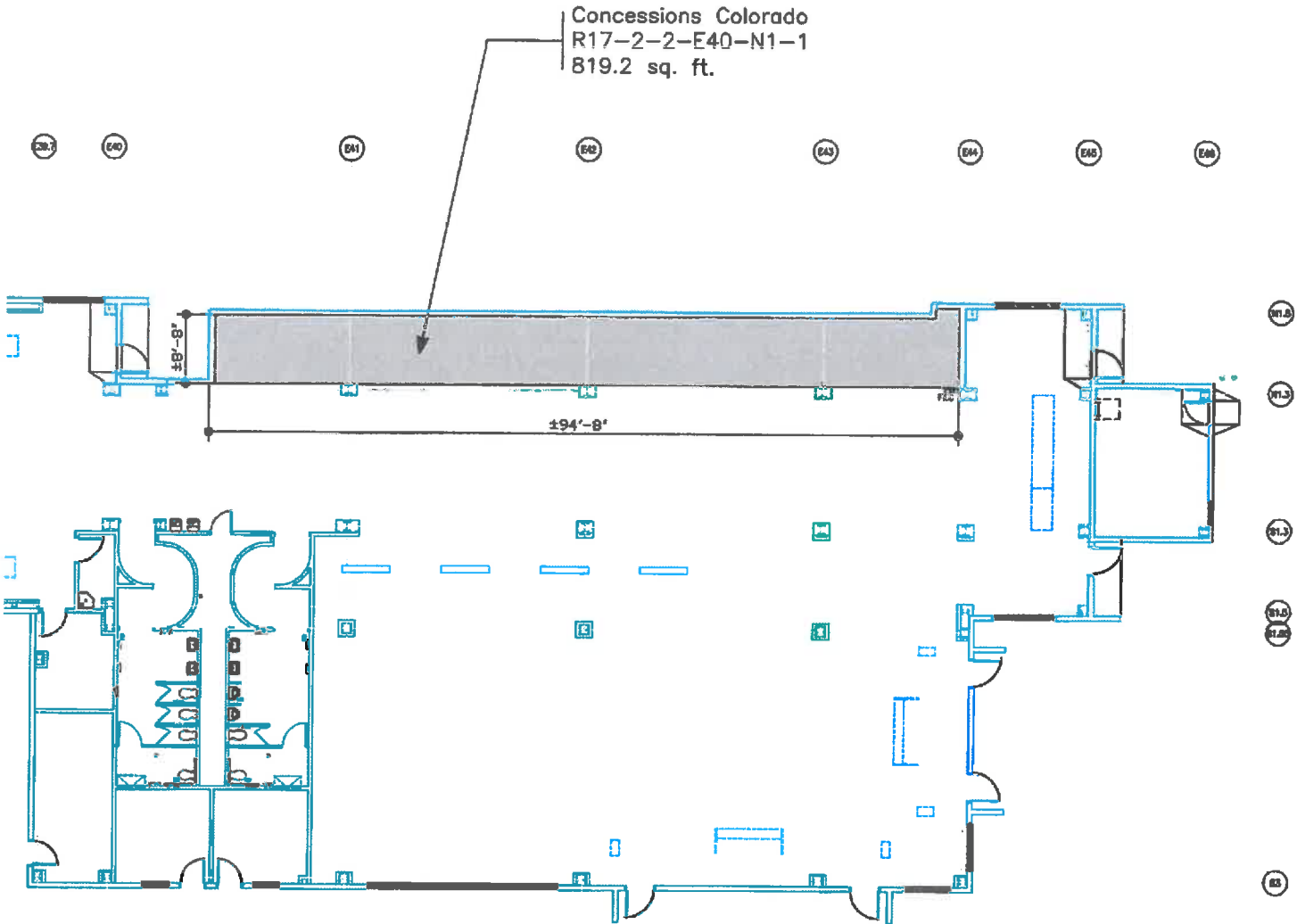
By_____

By_____

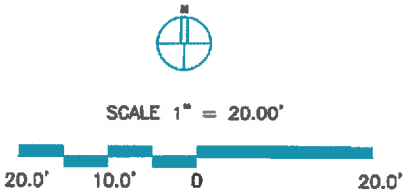
By_____



EXHIBIT A





- 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.)



Ronald N. [Signature]
MANAGER OF DESIGN

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.

 KEY PLAN CONCOURSE A		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT A	
			Concourse A Apron Level	
			Concessions Colorado, LLC	
				CC#: ccol