

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amendment") is made and entered into as of the date stated on the signature page, 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 **HOST INTERNATIONAL, INC.**, a Delaware corporation authorized to conduct business in the State of Colorado ("Concessionaire") **dba Rock Bottom Restaurant & Brewery**, Party of the Second Part.

RECITALS:

A. The City and Concessionaire (the "Parties") entered into a concession agreement (AR78004) dated February 13, 2007, a First Amendment to Agreement dated October 31, 2011, and a Second Amendment to Agreement, dated March 30, 2012 (collectively, the "Original Agreement"), for a concession at Denver International Airport ("DIA" or "Airport").

B. Recently, 534.33 square feet of space adjacent to the Concession Space has become vacant. Allowing the space to remain vacant would result in potential loss of rental income to the City. Therefore, the Parties have agreed to add the vacant space to this Agreement and adjust aspects of the additional refurbishment required by Section 6.18 of this Agreement.

NOW, THEREFORE, for the foregoing reasons and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree to amend the Original Agreement as follows:

AGREEMENT:

1. The Original Agreement hereby is amended by adding to **Exhibit A** the **Exhibit A-1** appended to this Third Amendment which is incorporated herein by this reference. **Exhibit A-1**, states the estimated dimensions and square footage of the expanded Concession Space as 3061.33 square feet and may be revised, as provided in Section 2.03 of this Agreement, following completion of any remodeling needed to fully integrate the vacant space into the restaurant.

2. For purposes of annual adjustment to the Minimum Annual Guarantee required by Section 5.01B, the Minimum Annual Guarantee as adjusted for any year during the term of this Agreement shall in no event be less than \$141,512.00.

3. Diligent, good faith efforts were made to mutually determine the date, amount, and scope of the additional requirement to invest in and refurbish the Concessionaire Space. Accordingly, the Parties recognize and agree to the following: (i) the additional refurbishment will occur in the eighth year of this Agreement, (ii) construction drawings (identified as the Rock Bottom drawings dated 8/15/2014, Delta 1 dated 3/6/15, and project specifications dated 3/17/15) have now been approved by the Airport and submitted to the Building Department and (iii) Concessionaire agrees to complete construction in conformity with the approved construction drawings no later than ninety days (90) from the date this Third Amendment is executed.

4. Except as modified or revised by this Third Amendment, all terms, conditions, covenants and provisions of the Original Agreement shall remain in full force and effect as if fully set forth herein and no alterations, amendments, changes or modifications to the Original

Agreement, unless expressly reserved to the Manager herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as the Original Agreement.

5. This Third Amendment, which is expressly subject to and shall not be or become effective or binding on the City until approved by City Council, if required by the City's Charter, and fully executed by all signatories of the City and County of Denver, may be executed in two or more counterparts each of which shall be deemed an original signature page of this Agreement. This Third Amendment may be signed electronically in the manner prescribed by the City.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-AR78004-03

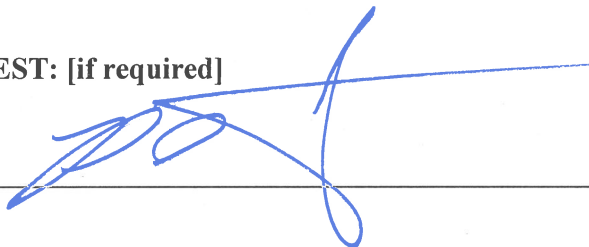
Contractor Name: Host International, Inc.

By: 

Name: RICHARD KUNKLE
Authorized Signatory
(please print)

Title: RICHARD KUNKLE
Authorized Signatory
(please print)

ATTEST: [if required]

By: 

Name: Philip Fletcher
(please print)

Title: Contracts Paralegal
(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:

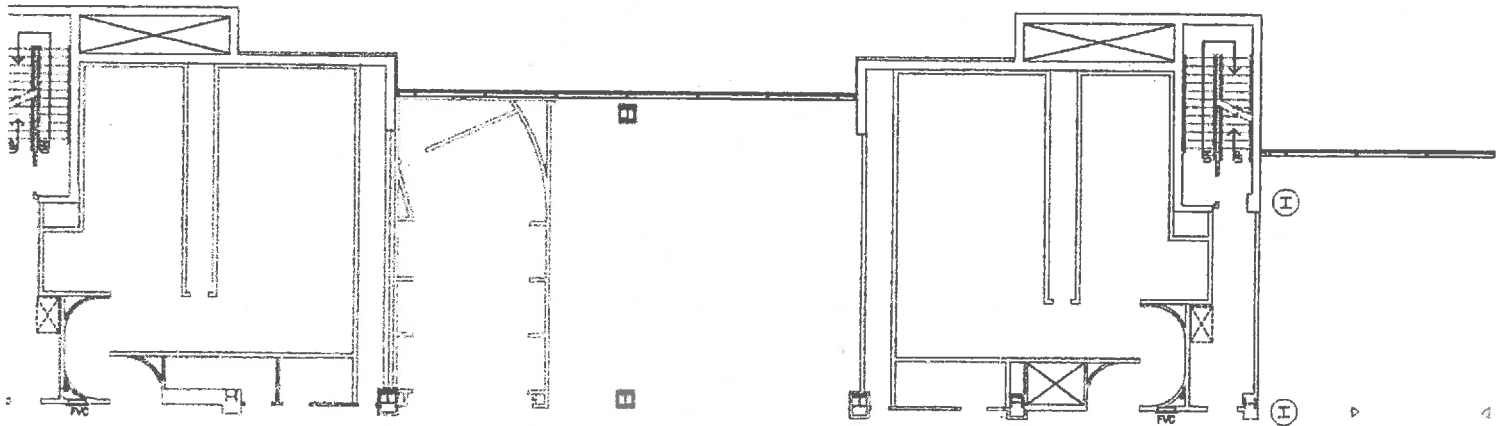
By _____

By _____

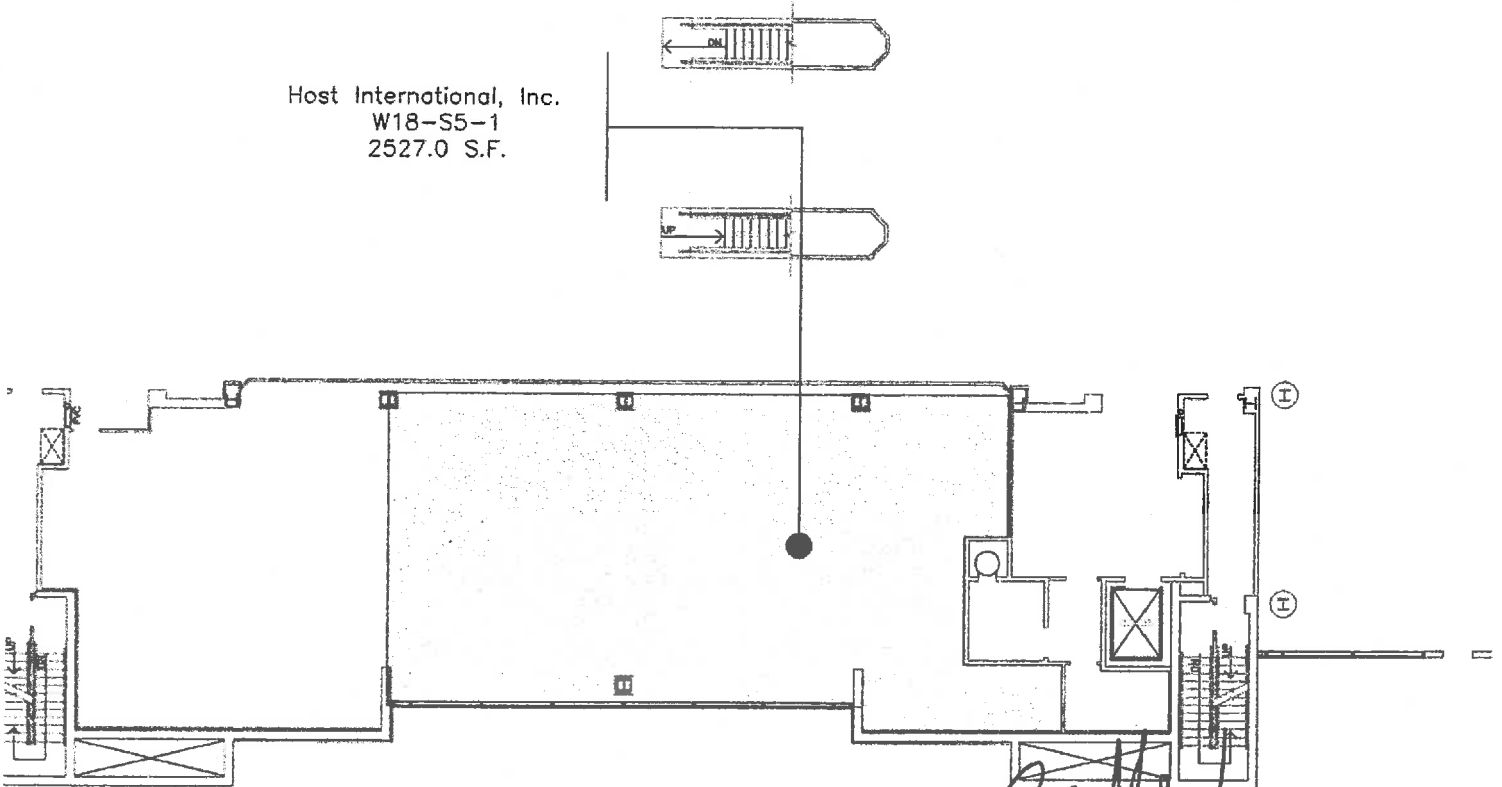
By _____



EXHIBIT A
CONCESSION SPACE



Host International, Inc.
 W18-S5-1
 2527.0 S.F.



SCALE 1" = 20.00'

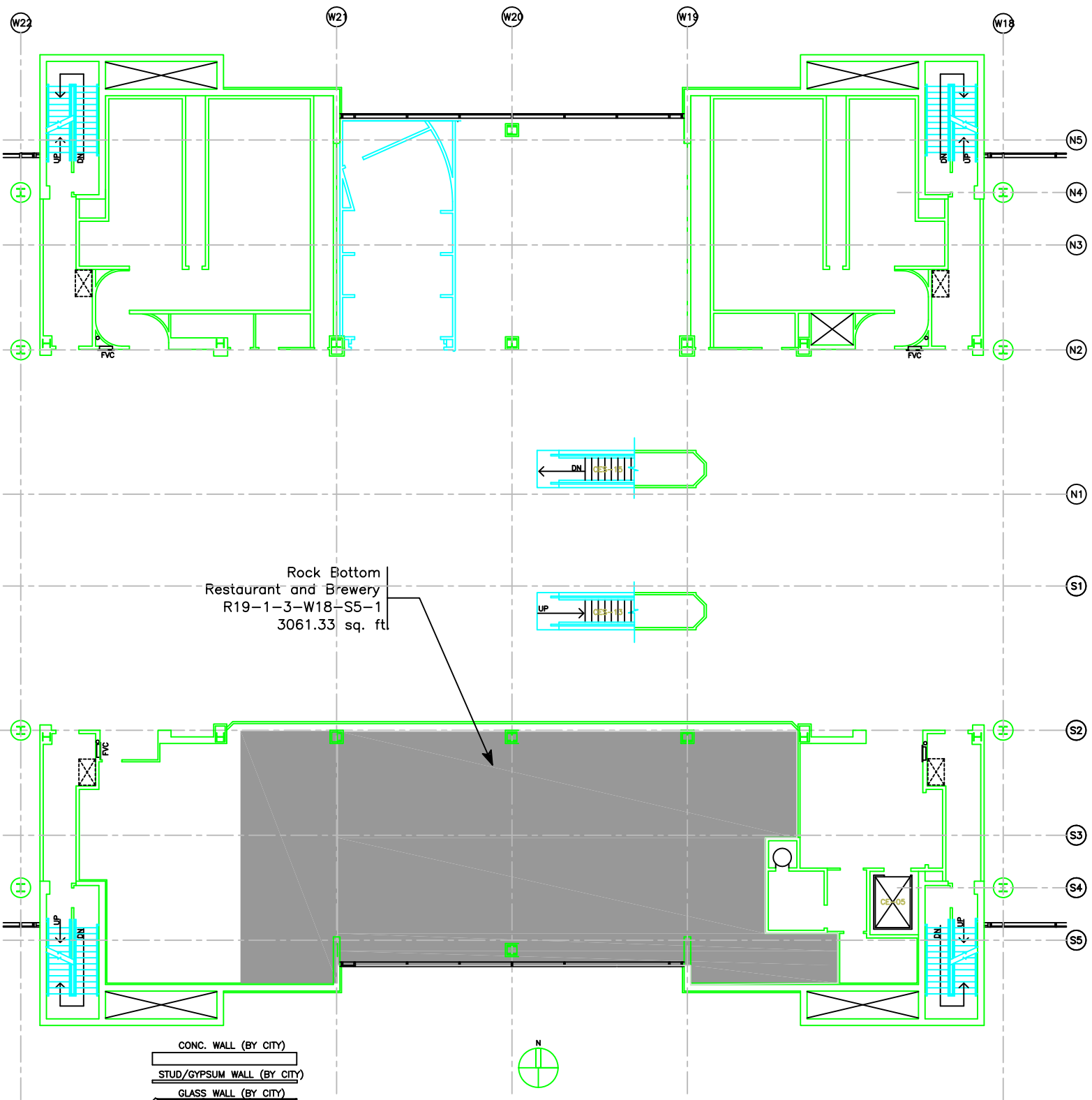
[Handwritten Signature]
 MANAGER OF DESIGN

NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

KEY PLAN CONCOURSE C 		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT A Concourse C Conc. Level Host International	
		CC#: host	DATE: 12/19/06	

Exhibit A-1

Concession Space



Rock Bottom
Restaurant and Brewery
R19-1-3-W18-S5-1
3061.33 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 C</p>		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT A-1 Proposed Expansion Concourse C Conc. Level Host International, Inc.	
			CC#: host	DATE: 02/12/15