

NINTH AMENDMENT TO AGREEMENT

THIS NINTH AMENDMENT TO AGREEMENT ("Ninth Amendment"), is made and entered into as of the date stated on the City's 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 ("City"), and **SKYPORT HOLDINGS, LLC d/b/a Pour La France**, a Colorado Limited Liability Company ("Concessionaire"), (collectively, "Parties").

WITNESSETH:

WHEREAS, the Parties hereto entered into an Agreement (AC39022), dated November 30, 1993, together with amendments ("Original Agreement") for the operation of a concession at Denver International Airport ("DEN"); and

WHEREAS, City has determined it is in City's best interest to avoid interrupting Concessionaire's services to the traveling public at DEN; and

WHEREAS, the Parties agree Concessionaire's continual operation of its concession under the holdover provision of the Original Agreement until City completes the competitive selection process of selecting a successor concessionaire for the location, is beneficial to both Parties; and

WHEREAS, since Concessionaire agrees to continue its operation for the traveling public's benefit, the Parties agree to revise the holding over provision of the Original Agreement to recognize month-to-month operations of the permitted holdover and eliminate the one hundred fifty percent (150%) holdover fee otherwise due under the Original Agreement;

NOW, THEREFORE, for the foregoing reasons and for other good and valuable consideration, the Parties hereby agree to amend the Original Agreement as follows:

1. Effective as of the date of execution stated herein, Section 4.03, Holding Over, of the Original Agreement is hereby amended by deleting it entirely and replacing it with the following:

Section 4.03 HOLDING OVER

Any exercise of the privileges granted herein by Concessionaire, with permission of the City, after the Expiration Date shall be on a month-to-month basis with all provisions of this Agreement, including compensation, fees, charges, insurance policies, Surety, and Guarantees remaining in place until such time City gives notice to Concessionaire to surrender the Premises. Notice to surrender will be provided in writing not less than thirty (30) days prior to the anticipated surrender date.

Any exercise of the privileges granted herein by Concessionaire after expiration of the Term or any extension thereof, or after termination of this Agreement, without the written approval of City constitutes a trespass, in accordance with D.R.M.C. § 38-115. No occupancy of any portion of the Premises by Concessionaire after the expiration or other termination of this Agreement, without City's written approval, extends the Term of such portion of the Premises. Nothing herein shall be construed to give Concessionaire the right to hold over. In the event of such trespass, Concessionaire shall indemnify City against all

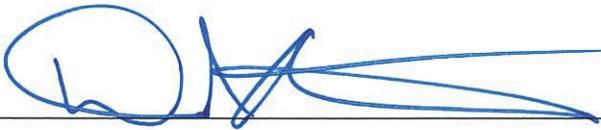
damages arising out of the Concessionaire's trespass, including but not limited to, any costs incurred by City to evict Concessionaire, regain possession of the Premises or any portion(s) thereof. All insurance policies, Surety, and Guarantees required to be obtained and maintained by Concessionaire as set forth in this Agreement shall continue in full force and effect.

2. Except as modified or revised herein, all terms, conditions, covenants and provisions of the Original Agreement shall remain in full force and effect as if fully set forth herein.
3. This Ninth Amendment is expressly subject to and shall not be or become effective or binding on City until approved by City Council, if required by City's Charter, and fully executed by all signatories of the City and County of Denver. This Ninth Amendment may be executed in two or more counterparts, each of which will be deemed an original signature page to this Amendment and either Party in the manner specified by City may sign it electronically.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-AC39022-09

Contractor Name: Skyport Holdings, LLC dba Pour La France

By: 

Name: Dan Mosteller
(please print)

Title: Member
(please print)

ATTEST: [if required]

By: N/A

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 _____

