

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** ("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 **MCE-DIA,LLC**, a Michigan limited liability company authorized to do business in Colorado ("Concessionaire"), (collectively, "Parties").

### WITNESSETH:

**WHEREAS**, the Parties hereto entered into an Agreement (Contract Control Number 201523998), dated March 17, 2016, ("Original Agreement") for the operation of four (4) concessions at Denver International Airport ("DEN"); and

**WHEREAS**, as a condition of the Original Agreement, City required the members of Concessionaire to execute Absolute Unconditional Guarantees securing the performance and payment obligations of Concessionaire under the Original Agreement to the City; and

**WHEREAS**, during building out of the Concession Locations contemplated under the Original Agreement, capital contributions were required by the owners of Concessionaire, Simrae Solutions, LLC, Pangea Concessions Group, LLC and Midfield Concessions Enterprises, Inc.; and

**WHEREAS**, in accordance with Concessionaire's operating agreement, after Simrae Solutions, LLC was unable to make its required capital contribution, Midfield Concessions Enterprises, Inc. made the required capital contribution and acquired Simrae Solutions, LLC's equity and interest in Concessionaire; and

**WHEREAS**, because Midfield Concessions Enterprises, Inc. has acquired Simrae Solutions, LLC equity and interest in Concessionaire, City has determined it no longer requires the Absolute Unconditional Guarantee of Simrae Solutions, LLC to secure the performance and payment of Concessionaire; and

**WHEREAS**, City has further determined it is in the best interest of the Parties to novate and release Simrae Solutions, LLC from its obligations 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. **Summary Page**. Effective as of the date of execution stated herein, the summary page of the Original Agreement is hereby amended by deleting it entirely and replacing it with Summary Page attached hereto as **Exhibit A**.
2. **Novation**. The Parties hereby agree to extinguish and terminate the obligations of Simrae Solutions LLC as a Guarantor under the Original Agreement. The City hereby relinquishes any claim it has or may have had under the Original Agreement and Absolute Unconditional Guarantee and stipulates that this Amendment constitutes a novation with respect to Simrae Solution LLC under the Original Agreement and Absolute Unconditional Guarantee.

3. 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.
4. This 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 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-201523998-01

**Contractor Name:** MCE-DIA, LLC

By: \_\_\_\_\_  \_\_\_\_\_

Name: Andrea Hachem  
(please print)

Title: President  
(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**

**ARTICLE I. SUMMARY OF CONTRACT PROVISIONS**

**SECTION 1.01 SUMMARY OF CONTRACT PROVISIONS**

City Address for Notices:		ATTN: Chief Executive Officer City and County of Denver Department of Aviation Denver International Airport Airport Office Building, 9th Floor 8500 Peña Boulevard Denver, CO 80249-6340					
Concessionaire Address for Notices:		MCE-DIA, LLC 27010 Joy Road, Redford, MI 48239-1949					
Guarantor Name and Notice Address:		ATTN: Samir W. Mashni Midfield Concession Enterprises, Inc. 27010 Joy Road, Redford, MI 48239-1949  ATTN: Niven Patel Pangea Concessions Group, LLC 2403 W Palm Drive Unit 5, Tampa, FL, 33629					
Concession Location(s): See Exhibits A and B:							
Location	Space	Sq. Ft.	PVC Sq. Ft.	Min. Inv est. per Sq. Ft.	Trade Name	Assets	Hours of Ops
Hotel	R16-1-5-W10-H-1	9,600.70	9,600.70	\$607.71	Tivoli Brewery + Tom's Urban Kitchen	See Exhibit I	16
Hotel	R16-1-1-W4-E-1	1320.9	1320.9	\$607.71	Roasting Plant	See Exhibit I	20
B Conc	R18-1-3-E18-S5-1	3749	3749	\$607.71	SMASH Burgers & Bar	See Exhibit I	16
C Conc	R19-1-3-E19-S5-1	2327	2327	\$607.71	SMASH Burgers & Bar	See Exhibit I	16
<b>Sub-Totals:</b>		16,998	16,998	\$600			
Support Space(s):		See Exhibit A:					

	Space	Type Space	Sq. Ft.	Fd. Crt. Sq. Ft.	Rental Rate
	R16-1-1-W4-E-1	Support Space	1,600	0	\$12
	R18-1-2-E19-S4-1	Storage Space	470.7	0	\$12
	R19-1-2-E19-S2-1	Storage Space	509.3	0	\$12
	<b>Sub-Total:</b>		2,580	0	
Premises Total:	21,178 sq. ft.				
Effective Date:	TBD				
Commencement Date:	TBD				
Package Completion Date:	TBD				
Expiration Date:	TBD				
Support Space Rent	\$30,960 (2,580 sq. ft. x \$12)				
Privilege Fee	Initial MAPF: \$1,960,000.00				
	Percentage Fee - 17.36%				
Common Maintenance Services:	Maintenance and repair services performed by City, on behalf of and for the benefit of all Concessionaires to include:  TBD				
Common Maintenance Services Fee:	TBD				
Concession Services	TBD				
Concession Services Fee:	TBD				
Total Minimum Capital Investment:	\$10,330,000 (16,998 sq. ft. X \$607.71 per sq. ft.)				
Joint Marketing Fee Rate:	1 %				
Common Area Capital Improvement and Maintenance Share [Food Court]:	N/A %				
Surety:	\$1,014,680.00				
Major Merchandise Category:	Food & Beverage				
Minor Merchandise Category:	Tivoli Brewery + Tom's Urban Kitchen (Casual Dining Bar), Roasting Plant (Specialty Coffee), SMASH Burgers & Bar (Casual Dining Bar)				
Concessionaire's Brand(s):	Tivoli Brewing, Tom's Urban Kitchen, Roasting Plant, SMASH Burgers & Bar				
ACDBE Goal	Percent	25%			
	Ownership Participation	Midfield Concessions Enterprises, Inc. - 90% Pangea Concessions Group, LLC - 10%			

	Purchasing Participation	N/A
	<b>Total ACDBE Goal</b>	25 %