

**FIRST AMENDMENT AND RENEWAL TO CONCESSIONS AGREEMENT FOR
DUTY FREE CONCESSIONS CONCOURSES AT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
(FC-5325)**

This First Amendment and Renewal to Concessions Agreement for Duty Free Concessions (“Amendment”) is made and entered into on this _____ day of _____, 2019, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (“City”) and **DUTY FREE AMERICAS PEACHTREE, LLC**. (“Tenant”). The City and Tenant are collectively referred to herein as the ‘parties’ or ‘Parties’ and individually each is sometimes referred to herein as a ‘party’ or ‘Party’.

PREAMBLE

WHEREAS, the City and Tenant entered into that certain Concessions Agreement for Duty Free Concessions (Contract Number FC-5325) dated as of January 25, 2012 (“Agreement”), the terms and conditions of each of which are incorporated herein by this reference as if fully set forth herein;

WHEREAS, Tenant occupies the Premises as described in the Agreement at Hartsfield-Jackson Atlanta International Airport (“Airport”) and has operated the same in accordance with the permitted uses set forth in the Agreement;

WHEREAS, the Term of the Agreement expired on April 30, 2019;

WHEREAS, Duty Free Americas Peachtree, LLC has been providing services pursuant to the expired Agreement until the renewal term is approved by City Council and the Mayor; and

WHEREAS, pursuant to Section 2.2 of the Agreement the City has the right to exercise its renewal option and extend the Term of the Agreement for an additional three (3) years; and

WHEREAS, the parties hereto desire to extend the Term of the Agreement for the three (3) year renewal period; and

NOW, THEREFORE, in consideration of the mutual premises and obligations set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by Tenant and City, the parties hereby agree as follows:

1. Defined Terms and Incorporation: Unless defined herein, all capitalized terms contained herein shall have the same meaning ascribed to them in the Lease. Notwithstanding the foregoing, the term ‘Agreement’ shall mean the Agreement as modified by this Amendment

of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Amendment in the presence of the other party to this Amendment. Except as otherwise set forth herein, this Amendment is effective upon delivery of one executed counterpart from each party to the other parties. Any party delivering an executed counterpart of this Amendment by facsimile, electronic mail or portable document format (i.e., .pdf) shall also deliver a manually executed counterpart of this Amendment, but the failure to do so does not affect the validity, enforceability, or binding effect of this First Amendment.

- (c) This First Amendment has been authorized by City Council pursuant to that certain Ordinance No. _____, attached as Exhibit A, adopted on _____ and approved by operation of law on _____. The City and Tenant represent and warrant to the other that no consent of any third party is required for either party to execute or be bound by the terms and conditions contained in this Amendment.
- (d) The City's obligations pursuant to this First Amendment will not become binding upon the City, and the City will incur no liability pursuant to this Amendment, until it is approved as to form by the City Attorney (or his/her designee), executed by the Mayor, attested to by the Municipal Clerk, and delivered to Tenant.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Tenant have executed this Amendment, by and through their duly authorized officers, on and made the same effective as of the date first above written.

TENANT:
DUTY FREE AMERICAS PEACHTREE, LLC.,

By: _____

Print Name: _____

Title: _____

CITY:
CITY OF ATLANTA,
a Georgia municipal corporation

By: _____
MAYOR

Attest: _____
Municipal Clerk (SEAL)

APPROVED:

By: _____
Chief Procurement Officer

By: _____
Aviation General Manager

APPROVED AS TO FORM:

By: _____
Senior Assistant City Attorney

Exhibit A
LEGISLATION

See attached.