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. <u>Defined Terms and Incorporation</u>: 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

and any other prior amendments that have been duly executed by the Parties. The Preamble set forth herein above is hereby incorporated in this First Amendment by this reference.

- 2. <u>Term</u>: Notwithstanding anything to the contrary contained in the Agreement, the Term of the Agreement shall end on April 30, 2022.
- 3. <u>Insurance and Bonding.</u> Tenant agrees to comply with all insurance and bonding requirements set forth in the Agreement as the same may be modified from time to time.
- 4. <u>Notices.</u> The City's notice address set forth in Section 20.14 of the Agreement shall be deleted and replaced with the following in lieu thereof:

City: City of Atlanta – Department of Aviation

6000 North Terminal Parkway

Atrium Suite 4000 Atlanta, Georgia 30320

Attn: Aviation General Manager

With a mandatory copy to: City of Atlanta – Department of Aviation

6000 North Terminal Parkway

Atrium Suite 4000 Atlanta, Georgia 30320 Attn: Concessions Manager

And

City of Atlanta – Department of Law

55 Trinity Avenue SW

Suite 5000

Atlanta, Georgia 30303-3520

Attn: Deputy City Attorney – Aviation

5. Miscellaneous.

- (a) Except as modified by this First Amendment and any other prior Amendments fully executed by the Parties, all other terms and conditions of this Agreement remain in full force and effect.
- (b) The parties may execute this First Amendment in counterparts, each of which constitutes an original, and all of which taken together constitute only one agreement. The signatures

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 cer	rtain
	Ordinance No, attached as <u>Exhibit A</u> , 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 part	y 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.,		
Ву:		
Print Name:		
Title:		
CITY: CITY OF ATLANTA,		
a Georgia municipal corporation		
By: MAYOR		
Attest: Municipal Clerk (SEAL)		
APPROVED:		
Ву:		
Chief Procurement Officer		
By:		
Aviation General Manager APPROVED AS TO FORM:		
By: Senior Assistant City Attorney		

Exhibit A LEGISLATION

See attached.