

**FIRST AMENDMENT TO CONCESSION AGREEMENT
FOR FOOD AND BEVERAGE CONCESSION AT CITY VENUES**

THIS FIRST AMENDMENT TO CONCESSION AGREEMENT FOR FOOD AND BEVERAGE CONCESSION AT CITY VENUES (this "Amendment") dated as of the date set forth on the City's signature page below is entered into by and between the City and County of Denver, a municipal corporation organized and existing by virtue of Article XX of the *Constitution of the State of Colorado*, hereinafter called "City," and ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company, hereinafter called the "Concessionaire" (together with the City, "the parties").

RECITALS

A. The parties entered into the Concession Agreement for Food and Beverage Concession at City Venues, dated November 5, 2012 (the "Agreement"), under which the Concessionaire provides food and beverage and retail services at Red Rocks Amphitheatre and the Denver Coliseum.

B. The City and Concessionaire now desire to amend the Agreement to change the "Contract Year" and make clarifications to the "Minimum Guaranteed Payment".

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The definitions of the following terms under Section 1 of the Agreement shall be amended to read as follows:

"Accounting Period – shall mean two (2) accounting periods of four (4) weeks each and one (1) accounting period of five (5) weeks which occur in each Contract Year quarter. Each Contract Year quarter shall contain three (3) "Accounting Periods" and each Contract Year shall contain twelve (12) 'Accounting Periods'."

"Contract Year - is successive periods of twelve months, the first of which commences on November 1, 2012 and extends to and includes October 31, 2013."

2. Part A of Section 4 of the Agreement is hereby amended to read as follows:

"A. Minimum Guaranteed Payment to City – Concessionaire shall pay monthly to the City an amount equal to fifty-percent (50%) of the Gross Sales

for each Accounting Period. The Minimum Guaranteed Payment shall be paid to the City at the same time Concessionaire provides the City with its Monthly Financial Report for the subject Accounting Period regardless of whether there is a Gross Profit or Operating Loss for the subject Accounting Period. If the Gross Profit for a given Accounting Period, after payment of any accrued Operating Loss, is not sufficient to cover the Minimum Guaranteed Payment for the subject Accounting Period, then Concessionaire shall be responsible for paying the difference (the “**Concessionaire Out-of-Pocket Costs**”) so that the City receives the full Minimum Guaranteed Payment for the subject Accounting Period. Concessionaire may recoup the Concessionaire Out-of-Pocket Costs over the course of the subject Contract Year whenever Gross Receipts in an Accounting Period exceed the aggregate of Cost of Sales and accrued Operating Loss (i.e., when there remains a Gross Profit after deduction of any accrued Operating Loss). If at the end of a Contract Year Concessionaire has not recouped all of the Concessionaire Out-of-Pocket Costs, Concessionaire shall bear such loss. Concessionaire Out-of-Pocket Costs shall be reported as a separate line item in the Monthly Financial Reports.”

3. Part A of Section 5 of the Agreement is hereby amended to read as follows:

“**A. Monthly Report** - On or before the close of business on the seventh (7th) business days after the end of each Accounting Period during the term of this Agreement, Concessionaire shall deliver to the authorized officer of City, as determined by City, a summary statement of Concessionaire’s operations at the City Venues for the Accounting Period (the “**Monthly Financial Report**”). Notwithstanding the foregoing, Concessionaire acknowledges and understands that City’s reporting processes operate on a calendar month basis; as such, if requested by City, Concessionaire shall include in the Monthly Financial Report(s) estimates with respect to the days of the subject calendar month that are not included in the subject Accounting Period. The Monthly Financial Report shall be signed by an authorized representative of Concessionaire and shall include, among other things as specified by City: all total receipts, Gross Receipts, Gross Sales, Cost of Sales (including Concessionaire Fee), Gross Profit margin, Minimum Guaranteed Payment and Incentive Compensation. A sample Monthly Financial Statement is attached hereto as **Exhibit C**.”

4. Except as amended in this Amendment, the Agreement is affirmed, and ratified in each and every particular.

[Signature Pages Follow]

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 _____



Contract Control Number: THTRS-201205498-01

Contractor Name: ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: Mark Adams

Name: MARK ADAMS
(please print)

Title: VICE President and CFO
Sports & Leisure
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

