

THIRD AMENDATORY CONCESSION AGREEMENT

THIS THIRD AMENDATORY CONCESSION AGREEMENT (referred to as “Third Amendatory Concession Agreement”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and **ARAMARK Sports and Entertainment Services, LLC**, a Delaware limited liability company, authorized to conduct business in Colorado, with a business address of 1101 Market Street, Philadelphia, PA 19107, (the “Concessionaire”), (collectively, “the parties”).

BACKGROUND:

WHEREAS, the City and Concessionaire entered into that certain Concession Agreement dated December 20, 2017, First Amendatory Agreement dated December 6, 2019, and a Second Amendatory Agreement dated December 15, 2020 (collectively, the “Agreement”), by which Concessionaire agreed to provide various concession services, novelties services, and catering services at Red Rocks Amphitheatre and The Denver Coliseum; and

WHEREAS, the parties wish to amend the Agreement to update the definition of contract year, extend the term, update paragraph 13-No Discrimination in Employment, rescind paragraph 35-No Employment of Illegal Aliens, and add new section 46-Compliance with Denver Wage Laws.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and herein contained the parties agree as follows:

1. The definition of “Contract Year” in Section 1 of the Agreement is hereby deleted in its entirety and replaced with:

“**Contract Year**-is successive periods of twelve months, the first of which commences on November 1, 2017 and extends to and includes October 31, 2018. The final contract year shall run for a period of fifteen months from November 1, 2023 and extend to and including January 31, 2025.”

2. Section 3 of the Agreement entitled “*Term*” is hereby deleted in its entirety and replaced with:

“3 *Term*”

The term of this Agreement shall commence on **November 1, 2017** and continue through and including **January 31, 2025**. The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement.”

3. Section 6 A. of the Agreement entitled “Annual Reports” is hereby deleted in its entirety and replaced with:

“A. Annual Reports-Not later than forty-five (45) calendar days of the close of each Contract Year during the Term hereof, and not later than twenty-one (21) days following the expiration of the Agreement, Concessionaire shall furnish to City a true and accurate (i) audited financial statement of Gross Receipts, Gross Sales, and Cost of Sales in the

general form attached hereto as Exhibit C (the “Statement of Receipts and Expenses”), the Marketing Fund and the Reserve Fund, (ii) audited report of Concessionaire’s compliance with the Incentive Criteria (to the extent applicable based on the requirements set forth in Exhibit B herein) and (iii) Statement on Standards for Attestation Engagements No.16, Reporting on Controls Service Organization Controls (“SOC”) I, Type II and SOC 2 assurance reports. The Statement of Receipts and Expenses shall contain and include (without limitation) a breakdown of Gross Receipts, Gross Sales, Cost of Sales, Minimum Guaranteed Payments, and amounts payable to Concessionaire (including the Incentive Compensation and Concessionaire Fee, as applicable) on a month-by-month basis and shall be prepared and certified by an independent certified public accountant that has audited the same in accordance with GAAP for special reports. Such statement shall be furnished for every Contract Year in which business was transacted under this Agreement during the whole or any part of the year. The report of Concessionaire’s compliance with the Incentive Criteria shall be audited by an independent third party. At City’s sole discretion, and at City’s sole cost and expense, City may conduct a review of Concessionaire’s books and records with respect to the Statement of Receipts and Expenses through City’s Auditor or by hiring an independent CPA and the Incentive Criteria report through City’s Auditor or an independent third party agreed to by the parties.”

4. Section 13 of the Agreement entitled “*No Discrimination in Employment*” is hereby deleted in its entirety and replaced with:

“13 *No Discrimination in Employment*

In connection with the performance of work under the Agreement, the Concessionaire may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Concessionaire shall insert the foregoing provision in all subcontracts.”

5. Section 35 of the Agreement entitled “*No Employment of Illegal Aliens to Perform Work Under the Agreement*” is hereby deleted in its entirety and replaced with:

“35 **[RESCINDED]**.”

6. A New Section 46 of the Agreement entitled “*Compliance with Denver Wage Laws*” is hereby added to the Agreement as follows:

“46 *Compliance with Denver Wage Laws*

To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections.

By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

8. This Third Amendatory Concession Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:
Contractor Name:

THTRS-202474008-03/THTRS-201737254-03
Aramark Sports and Entertainment Services, LLC

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:

Attorney for the City and County of Denver

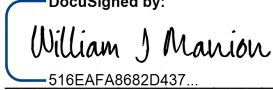
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202474008-03/THTRS-201737254-03
Aramark Sports and Entertainment Services, LLC

By:  516EAF882D437...

Name: william J Manion
(please print)

Title: Vice President, Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)