

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT (“Agreement”)** is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”) and the **COLORADO ROCKIES BASEBALL CLUB, LTD**, a Colorado limited partnership, whose address is Coors Field, 2001 Blake Street, Denver, Colorado 80205 (“**Rockies Club**”), who shall be individually referred to herein as a “Party” and jointly as the “Parties”.

### WITNESSETH:

**WHEREAS**, the Parties entered into a maintenance and services Agreement dated April 21, 1995 and an Amendatory Agreement dated August 26, 1997 (“**Agreement**”); and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term of the Agreement, increase the meter sacking permit fees, and update other contract language.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. A new subsection (1) shall be added to Article 5(f) of the Agreement entitled **Meter Sacking Permit/Street Occupancy Permit** to read as follows:

“**5(f)(1) Meter Sacking Permit Fees**: Notwithstanding anything to the contrary in the Agreement, the fees for the Meter Sacking Permit for 2013 shall be Two Dollars and Seventy Five Cents (\$2.75) per meter and shall escalate Twenty Five Cents (\$.25) per year for the remainder of the term of the Agreement.”

2. Article 10 of the Agreement entitled “**TERM OF AGREEMENT**” is hereby amended to read as follows:

“**10. TERM OF AGREEMENT**: The term of the Agreement will commence on April 21, 1995 and will expire on April 21, 2017, subject to the unilateral option of the City to continue or discontinue the Agreement from year to year. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Rockies Club acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is

not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City, which option shall be exercised by the actions of Denver City Council.”

3. A new Article numbered 31 is added to the Agreement reading as follows:

“**31. Electronic Signatures and Electronic Records:** The Rockies Club consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

5. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

6. Except as herein amended, the Agreement is hereby affirmed and ratified in each and every particular.

**[SIGNATURE PAGES TO FOLLOW]**

Contract Control Number: PWADM-XC51022-02

Contractor Name: Colorado Rockies Baseball Club, Ltd.

By: Kevin Kahon

Name: Kevin Kahon  
(please print)

Title: VP, Ballpark Operations  
(please print)

ATTEST: [if required]

By: Harold R. Roth

Name: Harold R. Roth  
(please print)

Title: EVP, General Counsel  
(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 \_\_\_\_\_

