

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **ARAMARK ENTERTAINMENT, LLC**, a Delaware limited liability company (successor-by-conversion to Aramark Entertainment, Inc.), maintaining its primary office address at 1101 Market Street, Philadelphia, PA 19107 (the "Concessionaire").

WITNESSETH:

WHEREAS, the City and the Concessionaire entered into an Agreement dated December 21, 2004, as extended by letter agreement dated February 27, 2009, pursuant to which Concessionaire provides food, beverage and other concession services at the Denver Coliseum (the "Agreement"); and

WHEREAS, the City and the Concessionaire wish to amend the Agreement, to extend its term for an additional 14 months, and to provide for an additional payment by Concessionaire into the grant account established for the City's benefit pursuant to the Agreement;

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

1. Section 4 of the Agreement, entitled "**TERM**," is hereby amended to read as follows:

"TERM: The term (the "Term") of this Agreement shall commence on January 1, 2005, and continue through and including October 31, 2012."

2. Subsection 14.A. of the Agreement, entitled "**Grant**," is hereby amended to read as follows:

"A. Grant – Pursuant to the terms of City's Proposal No. CONCESSIONS ____ 0550A dated September 8, 2004 and its subsequent addenda with and including Concessionaire's responses, Concessionaire shall pay to City a grant ("Grant") in the sum of seven hundred twenty-five thousand dollars (\$725,000). Seven hundred thousand dollars (\$700,000) of the Grant shall be payable to City within 30 calendar days after the execution date of this Agreement, and twenty-five thousand dollars (\$25,000) of the Grant shall be payable on or before September 1, 2011. Concessionaire shall fully amortize \$700,000 of the Grant on a straight-line basis by August 31, 2009 in accordance with the schedule attached as *Exhibit 2* and made a part hereof, and shall amortize the additional Grant funding of \$25,000 on a straight-line basis by October 31, 2012. Concessionaire acknowledges and agrees that the

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Grant belongs to City with all rights and privileges to use as City deems in any form or fashion at any of its venues managed by Theatres and Arenas. Concessionaire shall provide to City a written request for any desired expenditure to be made at the Facility as a part of the Grant, and City shall consider such request.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular, and remains in full force and effect. This includes, without limitation, the terms of Section 20.F. of the Agreement pertaining to the Termination Payment (as defined in the Agreement), which shall apply to the additional \$25,000 in Grant funding provided pursuant to this Amendatory Agreement.

Contract Control Number: RC55005 (1)

Vendor Name: ARAMARK SPORTS AND ENTERTAINMENT SERVICES

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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

By _____



8/1/11

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: RC55005 (1)

Vendor Name: ARAMARK ENTERTAINMENT, LLC

By: Mark Adams

Name: MARK R ADAMS
(please print)

Title: VP Finance + CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

