

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY 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 MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership, registered to conduct business in Colorado, with an address of 27310 Network Place, Chicago, Illinois 60673-1273 (the “Contractor”), jointly (“the Parties”).

RECITALS:

WHEREAS, the City and Contractor entered into that certain Agreement dated January 18, 2018, and that certain Amendatory Agreement dated January 31, 2019, and that certain Second Amendatory Agreement dated December 11, 2020, and that certain Third Amendatory Agreement dated November 15, 2022, that certain Fourth Amendment dated June 30, 2025, (collectively, the “Agreement”), by which Contractor agreed to provide various facility services to the City; and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the payment /contract amount, and update paragraph 29-Notices.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**TERM OF AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**4. TERM OF AGREEMENT:** The term of this Agreement shall be from **January 1, 2018**, and shall expire on **December 31, 2026**, unless earlier terminated in accordance with the terms of this Agreement.”

2. Section 6 of the Agreement entitled “**PAYMENT:**”, subsection **C.** is hereby deleted in its entirety and replaced with:

“**C.** Notwithstanding any other provision of this Agreement, in no event shall the City be liable under the terms of this Agreement for any amount in excess of the sum of **EIGHTY-THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$83,150,000.00)**. The Contractor acknowledges that the City is not obligated to pay the Contractor for any services other than the Services, and that any additional work performed or services provided by Contractor in addition to the Services are performed at Contractor’s risk and without authorization under this Agreement or obligation of the City. 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 by the expending City agency upon receipt of the Contractor’s invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor 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.”

3. Section 29 of the Agreement entitled "**NOTICES:**" is hereby deleted in its entirety and replaced with:

"29. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Director of Arts & Venues Denver (or his/her Designee)
1345 Champa Street
Denver, Colorado 80204

With a copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

and if to the Contractor to:

Aramark Services, Inc.
P.O. Box 734577
244 Market Street
Philadelphia, Pennsylvania 19103
Attn: Vice President, Finance

and

Aramark Management Services Limited Partnership
Aramark Tower
P.O. Box 734677
Dallas, Texas 75373-4677

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

5. This Fifth Amendatory 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.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: THTRS-202683864-05 / THTRS-201736911-05
Contractor Name: ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

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

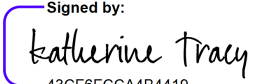
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202683864-00 / THTRS-201736911-05
ARAMARK MANAGEMENT SERVICES LIMITED
PARTNERSHIP

By:  Signed by:
43CF6FCCA4B4419...

Name: Katherine Tracy
(please print)

Title: VP Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)