

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **SERVICE AMERICA CORPORATION**, d/b/a Centerplate, a Delaware corporation, whose address is 2187 Atlantic Street, Stamford, CT 06902 (the "Concessionaire", together with the City, the "Parties").

### RECITALS

**A.** The City and Concessionaire entered into a Concession Agreement dated June 21, 2013, (the "Agreement") for Concessionaire to undertake and provide food, alcoholic and non-alcoholic beverages, and retail service, including concession and banquet and catering services as set forth in the Agreement.

**B.** The City and Concessionaire wish to amend the Agreement to extend the term and modify certain provisions of the Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1.** Section 1 of the Agreement, is hereby amended as follows:

**A.** The defined term "Contract Year" is hereby amended to read as follows:

"Contract Year – refers to any one of the following time periods:  
July 1, 2013 – December 31, 2013 ("**Contract Year 1**")  
January 1, 2014 – December 31, 2014 ("**Contract Year 2**")  
January 1, 2015 – December 31, 2015 ("**Contract Year 3**")  
January 1, 2016 – December 31, 2016 ("**Contract Year 4**")  
January 1, 2017 – December 31, 2017 ("**Contract Year 5**")  
January 1, 2018 – December 31, 2018 ("**Contract Year 6**")  
January 1, 2019 – June 30, 2019 ("**Contract Year 7**")."

**B.** The defined term "PAC" is hereby amended to read as follows:

"**PAC** – means the structure and grounds known as the City's Performing Arts Complex, which may sometimes be referred to as a "Facility." Note: The Services to be provided by Concessionaire pursuant to this Agreement extend to Galleria, including the Lower Terrace as set forth herein, but do not extend to the following areas within the PAC: Sculpture Park, Bonfils, the Garner Galleria Theatre, or the Limelight Supper Club and Lounge."

**C.** The defined term "Term" is hereby amended to read as follows:

"**Term** – means the term of this Agreement, which shall be effective from July 1, 2013 until June 30, 2019, unless earlier terminated as provided in this Agreement."

2. Section 3 of the Agreement, entitled “**Term**,” is hereby amended to read as follows:

“The term of this Agreement shall commence July 1, 2013 and continue through and including June 30, 2019.”

3. Section 4 of the Agreement, entitled “**Payments**,” is hereby amended as follows:

A. Subparagraph A of Section 4 of the Agreement, is hereby amended to read as follows:

“**A. City Commission** – Concessionaire shall pay monthly to the City (the “**City Commission**”) an amount equal to the sum of the following:

1. Thirty-four percent (34%) of the CCC Gross Receipts for each Accounting Period; provided, however, that this amount shall increase to thirty-seven percent (37%) of the CCC Gross Receipts commencing on July 1, 2016; and

2. Thirty-five percent (35%) of the PAC Gross Receipts for each Accounting Period; provided, however, that this amount shall increase to thirty-eight percent (38%) of the PAC Gross Receipts commencing on July 1, 2016.

The City Commission shall be paid to the City on the date that Concessionaire provides the City with its Monthly Report for the subject Accounting Period as set forth in Section 5.B below. If the aggregate of the City Commissions paid to the City during Contract Year 1 or 7 is less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) or during Contract Year 2, 3, 4, 5, or 6 is less than Five Million and No/100 Dollars (\$5,000,000.00) (as applicable, the “**Minimum Guaranteed Payment**”), Concessionaire shall pay to the City, on or before ten (10) calendar days after the City’s receipt of the applicable Annual Report, an amount equal to the Minimum Guaranteed Payment less the aggregate of the City Commissions paid to City during the subject Contract Year.”

B. Subparagraph C of Section 4 of the Agreement, is hereby amended to read as follows:

“**C. Denver Seeds Contribution** - As additional consideration for the rights granted to Concessionaire by the City under this Agreement, Concessionaire shall provide to the City over the course of each Contract Year a cash or in-kind donation in the amount of Ten-Thousand and No/100 Dollars (\$10,000.00) to support the Mayor’s Denver Seeds urban farming initiative; provided, however, that the amount of such cash or in-kind donation in Contract Year 1 and Contract Year 7 shall be Five-Thousand and No/100 Dollars (\$5,000.00). If, at the end of a Contract Year, Concessionaire has not made the full contribution for such Contract Year, Concessionaire shall pay the remaining amount owed to the City, in cash, on or before ten (10) calendar days after the City’s receipt of the applicable Annual Report.”

4. The last sentence of Subparagraph C of Section 5 of the Agreement, is hereby amended to read as follows:

“For the avoidance of doubt, the initial Annual Report shall cover July 1, 2013 through and including December 31, 2013, and the final Annual Report shall cover January 1, 2019 through and including June 30, 2019.”

5. Subparagraph B.1. of Section 7 of the Agreement, is hereby amended to read as follows:

“1. **PAC.** Concessionaire shall have the exclusive right to provide Catering Services at the Ellie Caulkins Opera House and Concession Services at the Ellie Caulkins Opera House, the Buell Theatre, and the Boettcher Concert Hall; provided, however, that the Executive Director may allow, from time to time, exceptions to this right (a) based on Tenant, constituent, or client needs (but not to exceed five (5) events per Contract Year), (b) for meetings of forty (40) people or less hosted by the City, or (c) in the event the City grants a long-term lease to a Tenant for Boettcher Concert Hall and provides the Concessionaire with written notice of such lease no less than thirty (30) days in advance of the effective date of the long-term lease.”

6. The revised **Exhibit A** is attached hereto and incorporated herein as **Exhibit A-1**. All references to “**Exhibit A**” in the Agreement are hereby amended to read “**Exhibit A-1**.”

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

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**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-201310982-01

**Contractor Name:** Service America Corp

By: \_\_\_\_\_  
*[Handwritten signature]*

Name: HAOI MONVAR  
(please print)

Title: EVP, CFO  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

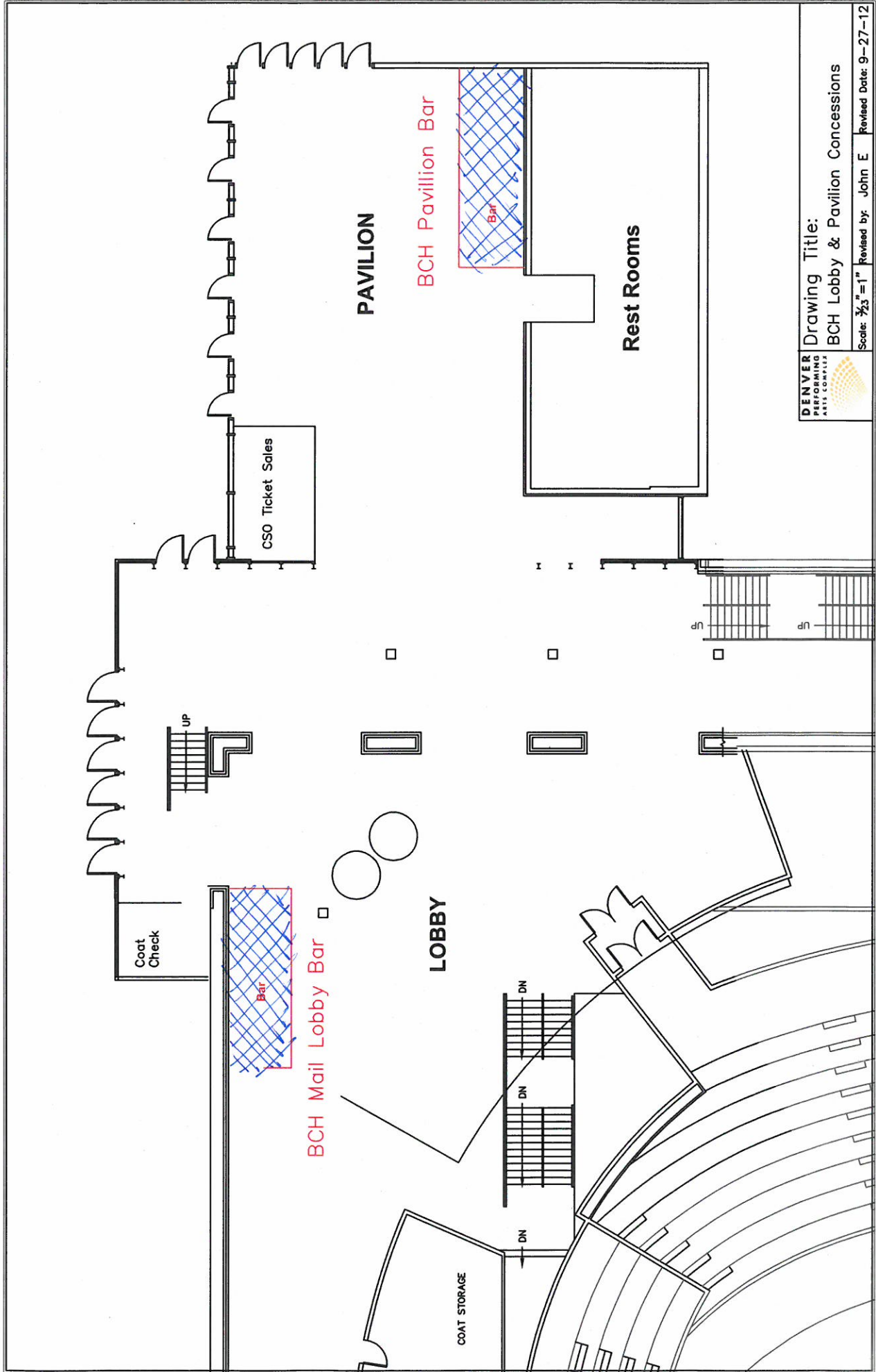
Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**EXHIBIT A-1**

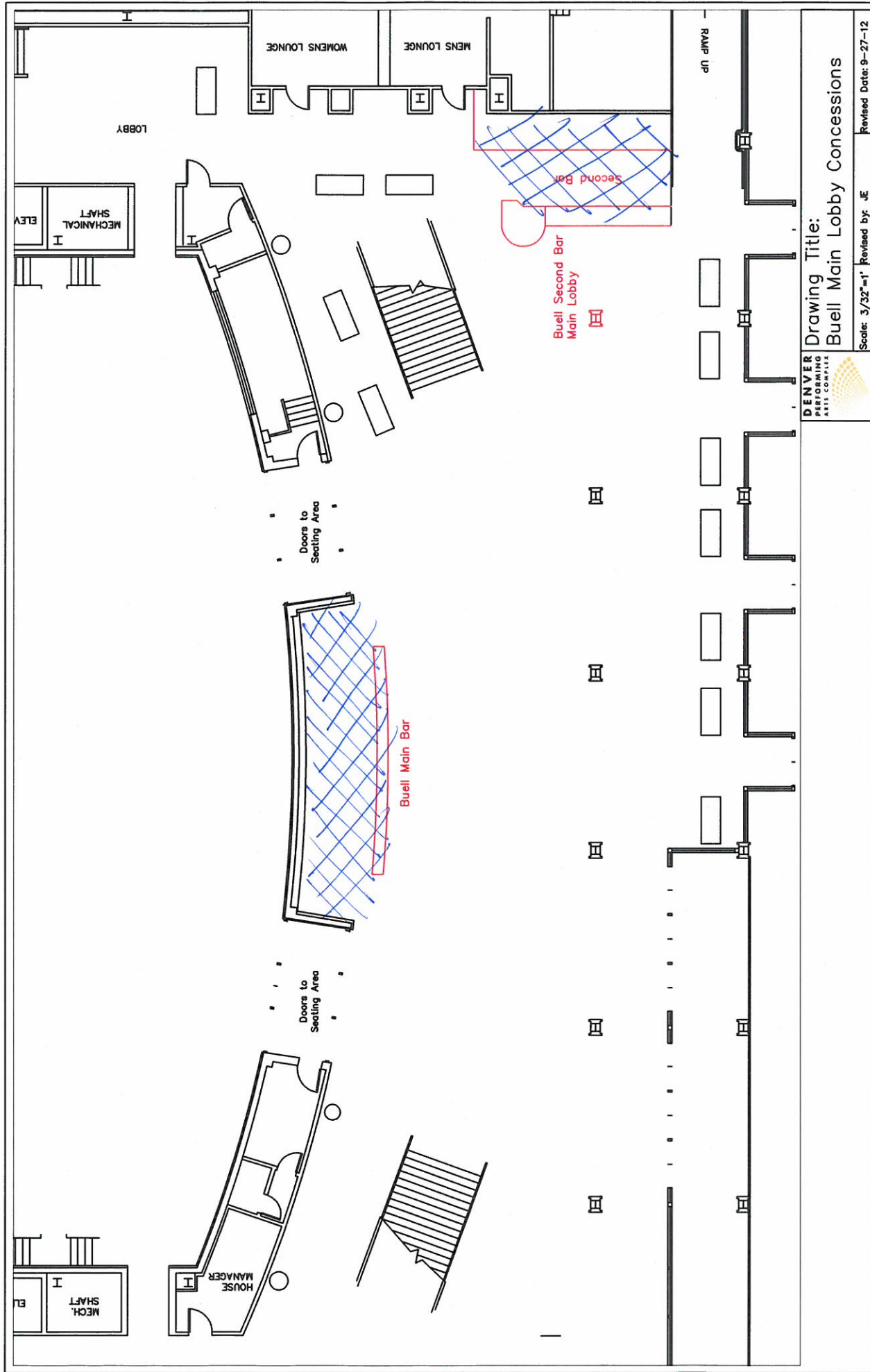
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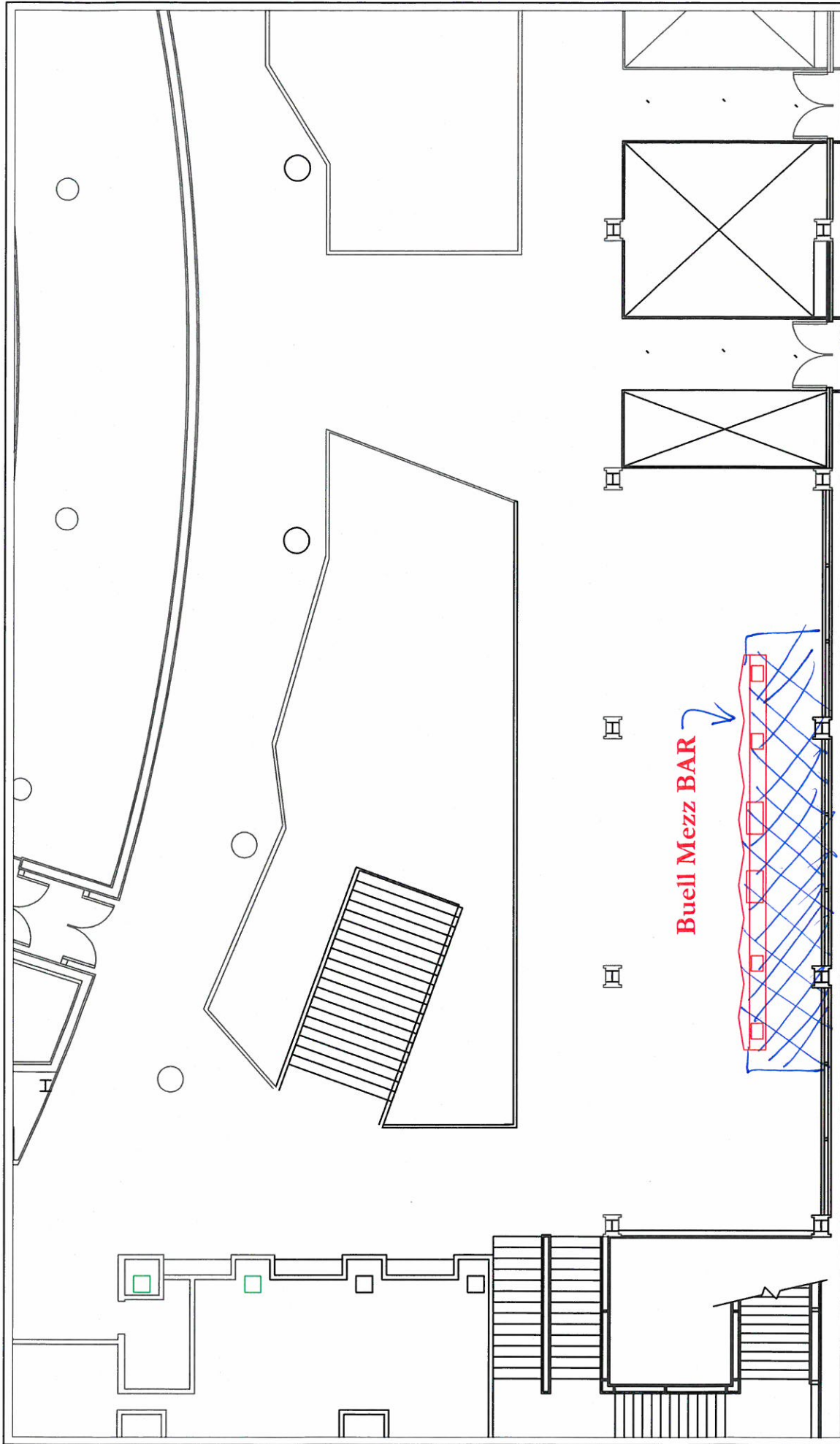
Drawing Title:  
 BCH Lobby & Pavilion Concessions

Scale:  $\frac{3}{32}'' = 1'$  Revised by: John E Revlead Date: 9-27-12

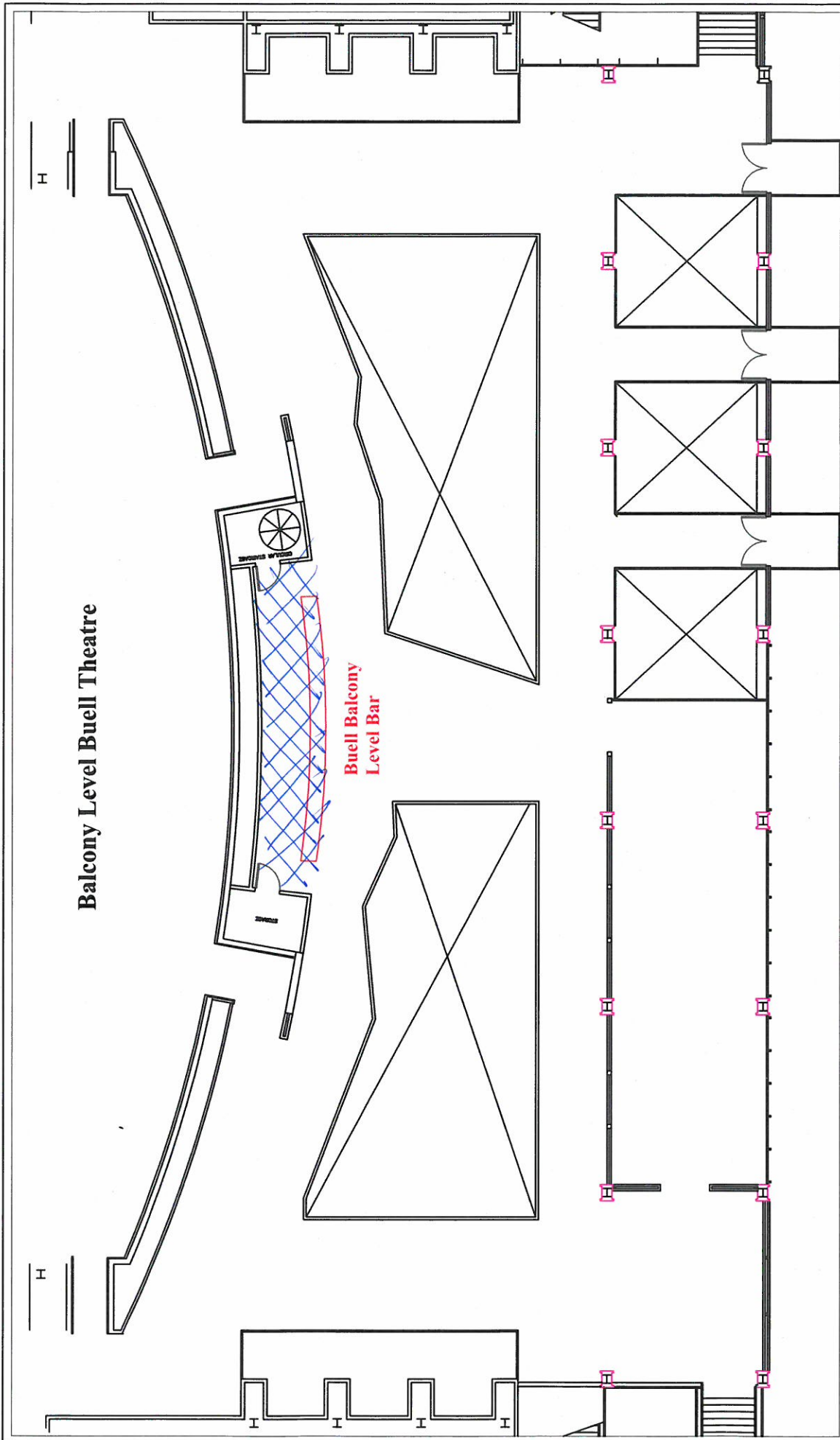
BOETICHER CONCERT HALL







DENVER PERFORMING ARTS CENTER  
 Drawing Title  
 Buell Mezz Concessions  
 Scale: 1/8"=1' Revised by: JE Revised Date: 9-27-12



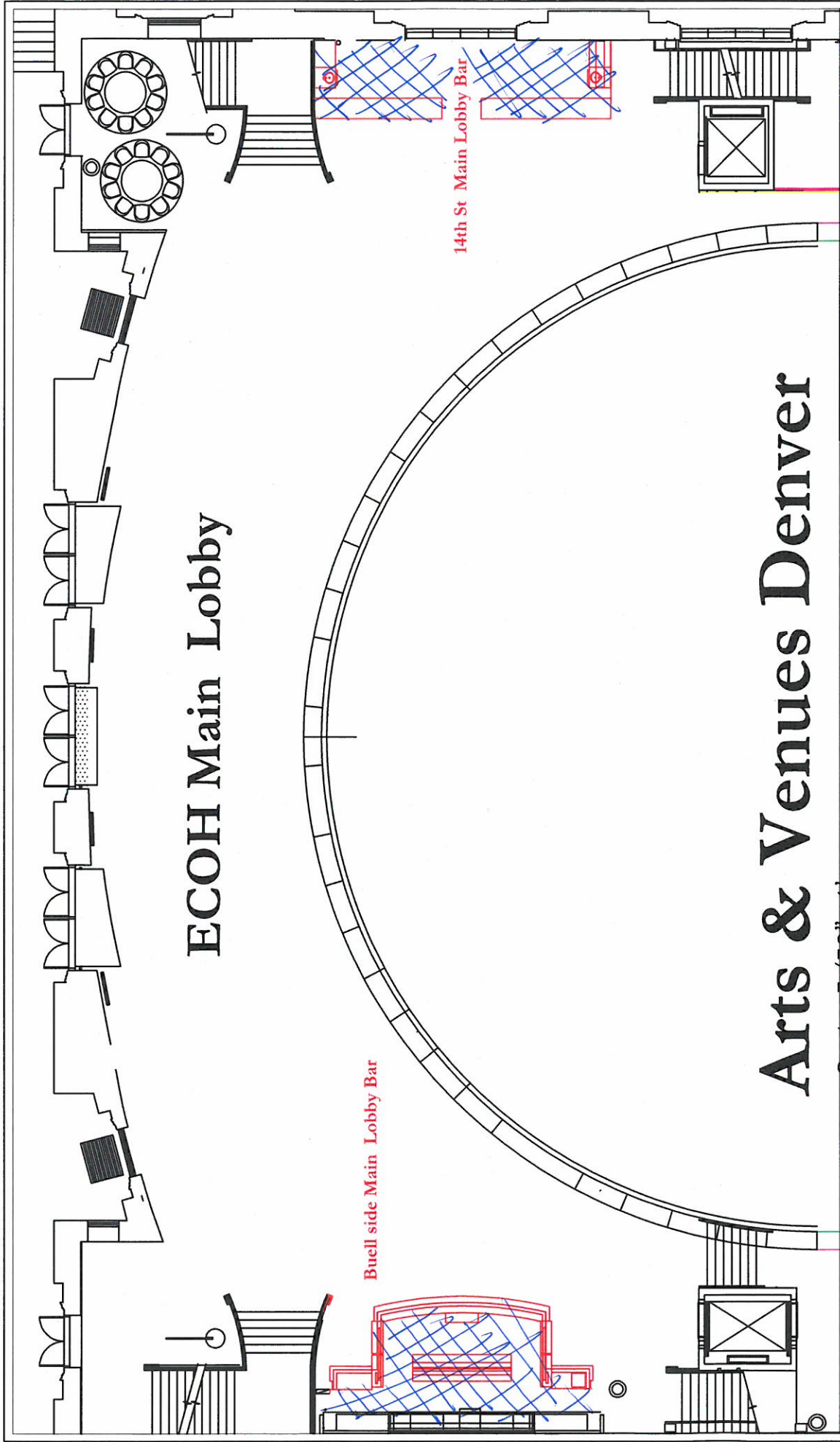
**Balcony Level Buell Theatre**

**Buell Balcony  
Level Bar**

**DENVER PERFORMING ARTS COMPLEX**

**Drawing Title**  
**Buell Balcony Concessions**

Scale: 3/32"=1'    Revised by: JE    Revised Date: 9-27-12



**ECO H Main Lobby**

**Arts & Venues Denver**

Buell side Main Lobby Bar

14th St Main Lobby Bar



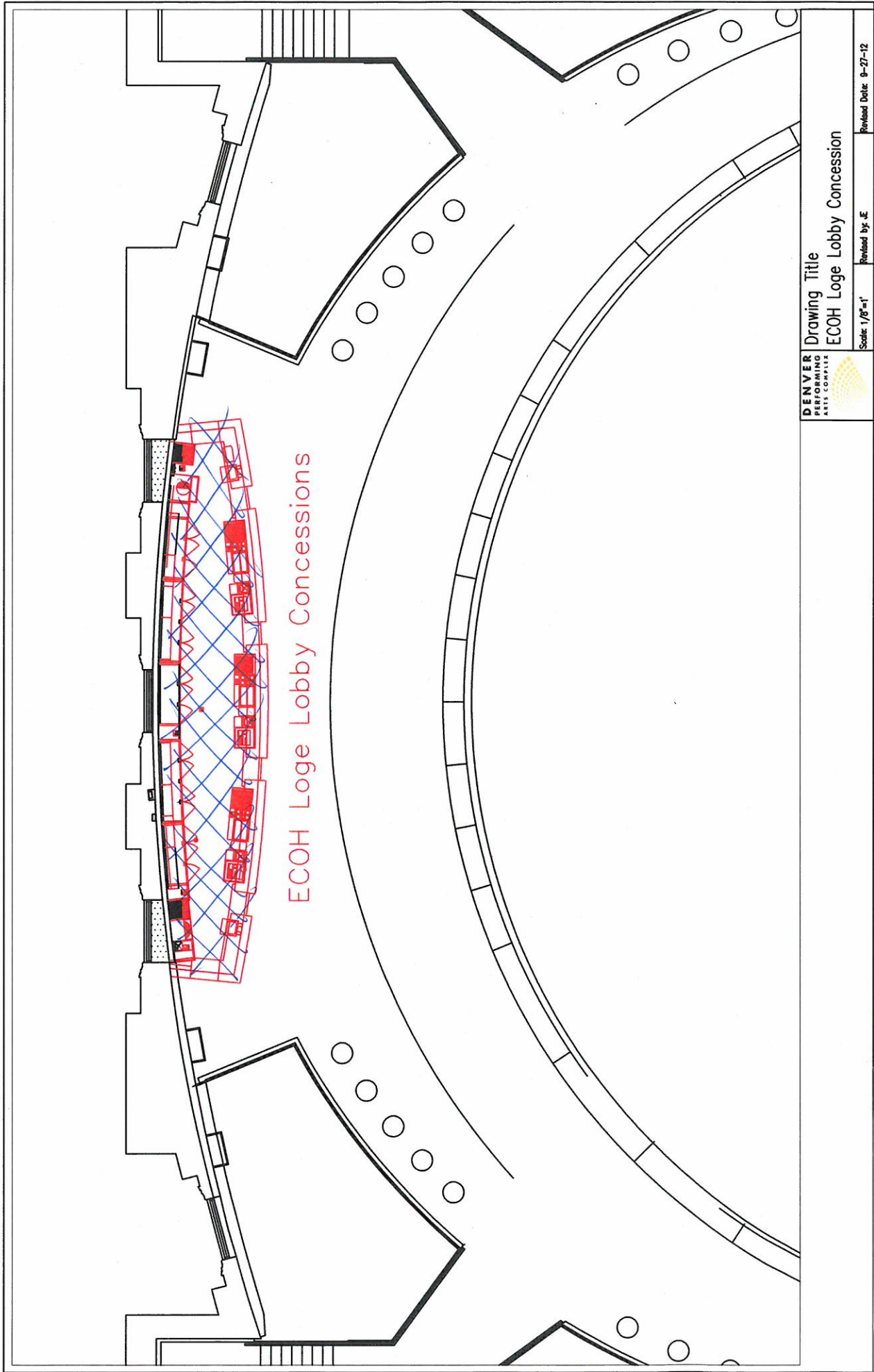
Drawing Title:

ELLE CAULKINS OPENA HOUSE

Scale: 3/32"=1'

Revised by: JE

Revised Date: 9-27-12



Drawing Title  
ECOH Loge Lobby Concession

Scale: 1/8"=1'

Revised by: E

Revised Date: 9-27-12



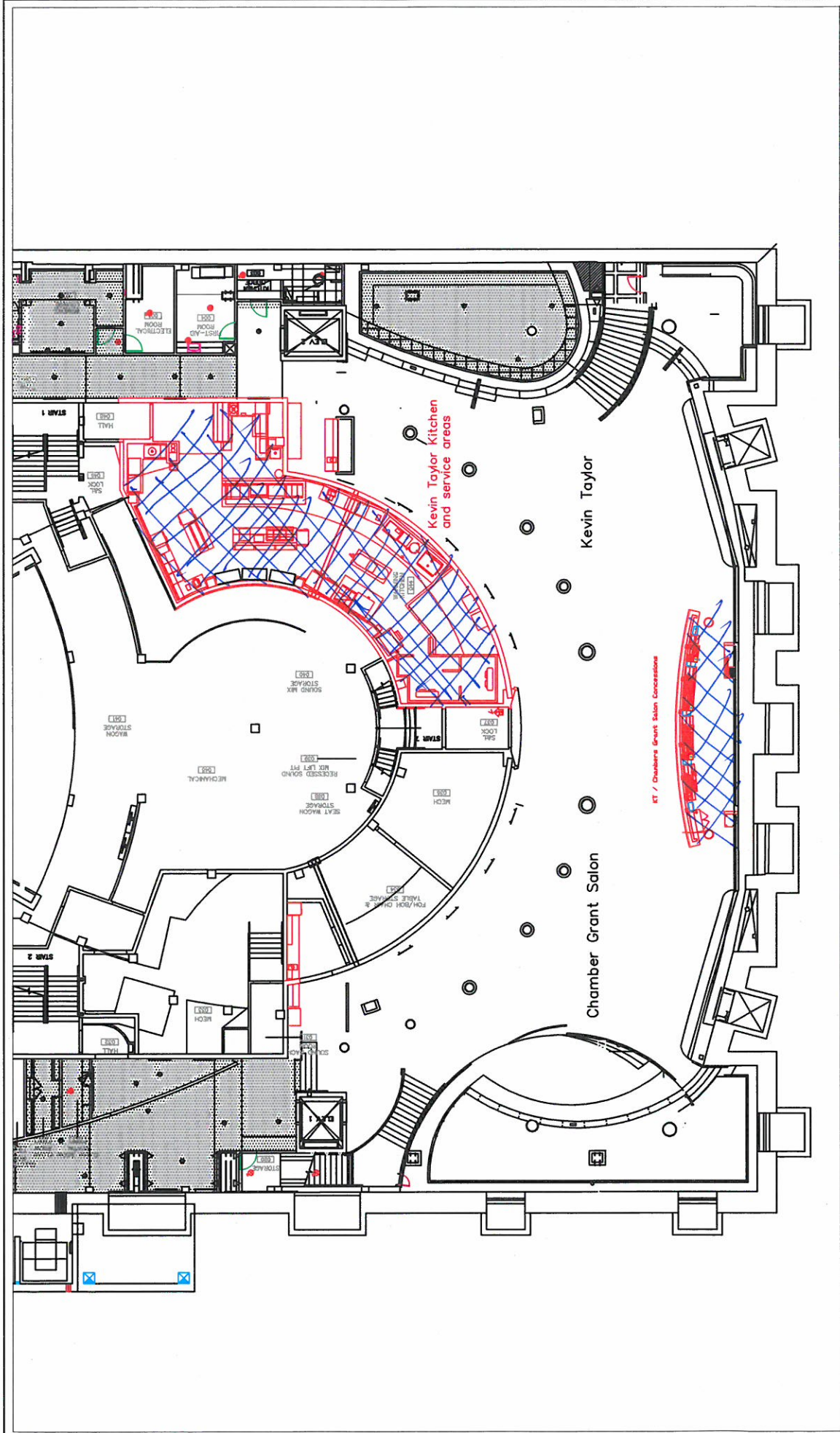
**Drawing Title:**

**The Loft / Ellie Caulkins Opera House**

Scale: 1/8" = 1'

Revised by: -JE

Revised Date: 9-27-12

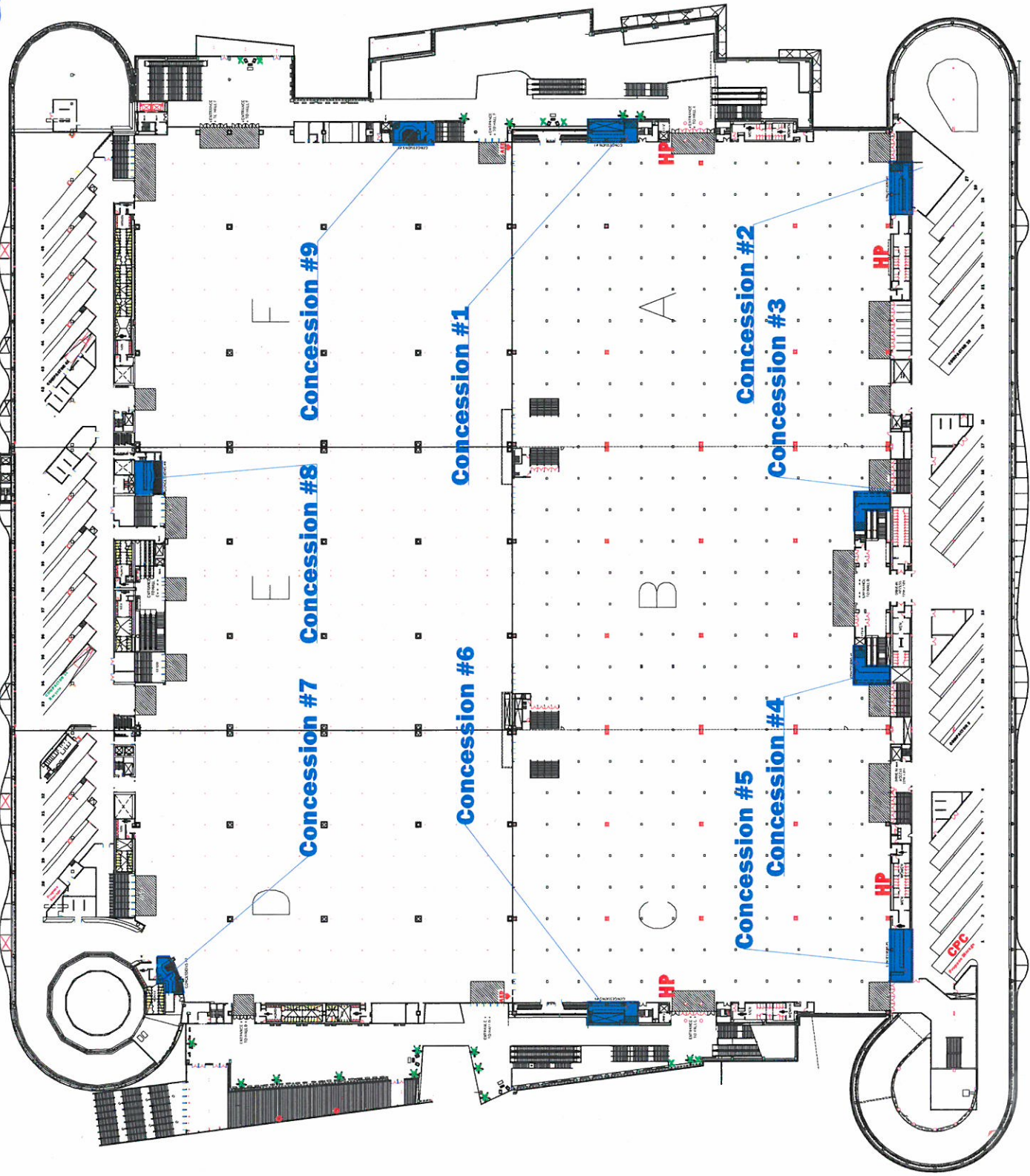


**DENVER PERFORMING ARTS CENTER**

**Drawing Title:**  
 KT/Chambers Grant Kitchen and Concessions

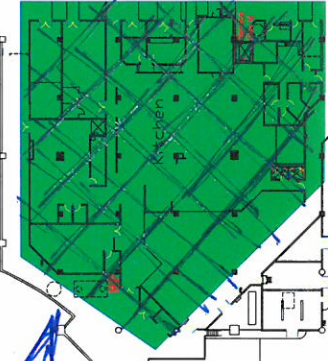
Scale: 1/16"=1' Revised by: JE Revised Date: 9-27-12

Exhibit Level Concession Stands



Colorado Convention Center  
Lower Level

■ = Kitchen Area



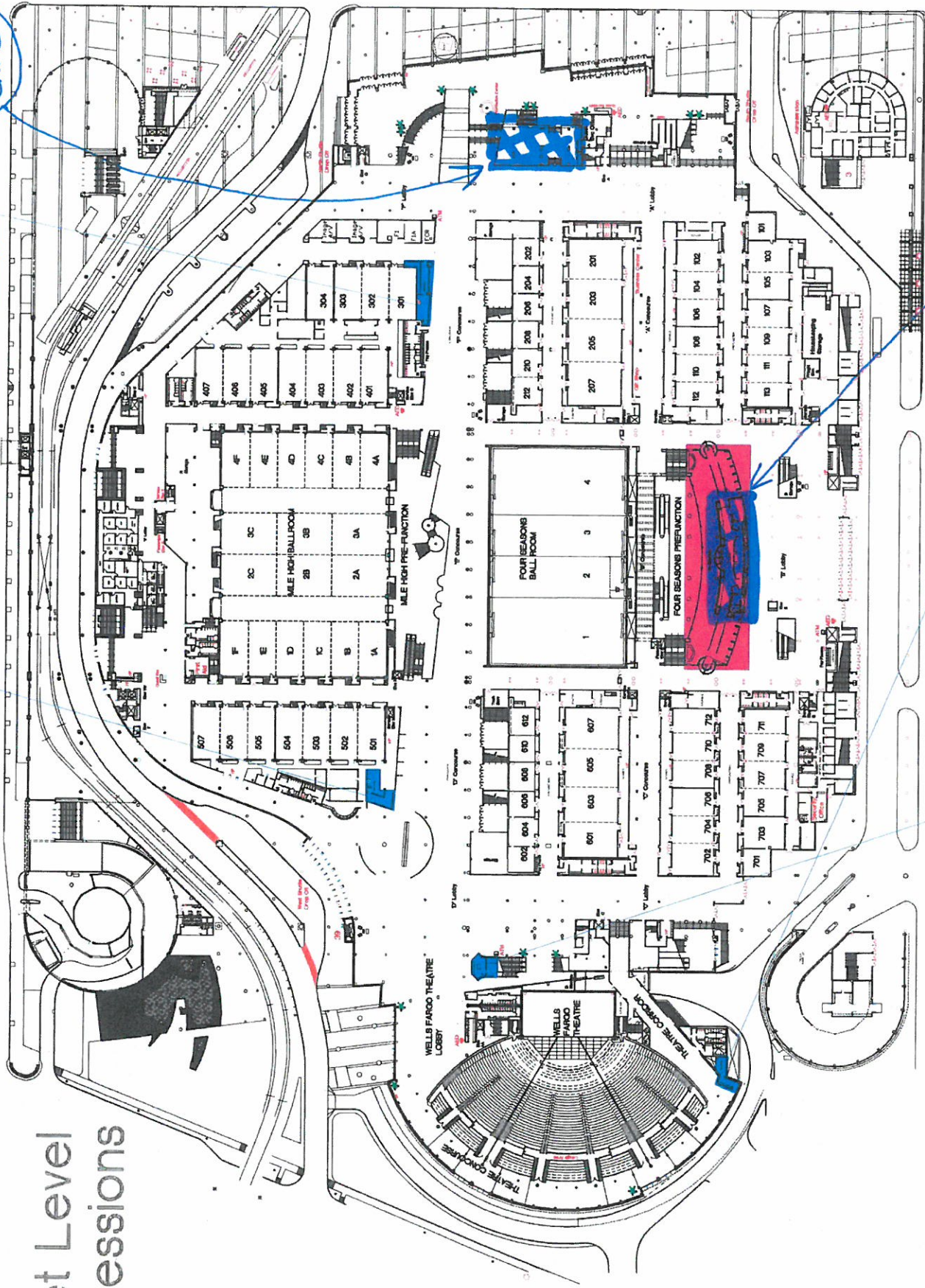


# Street Level Concessions

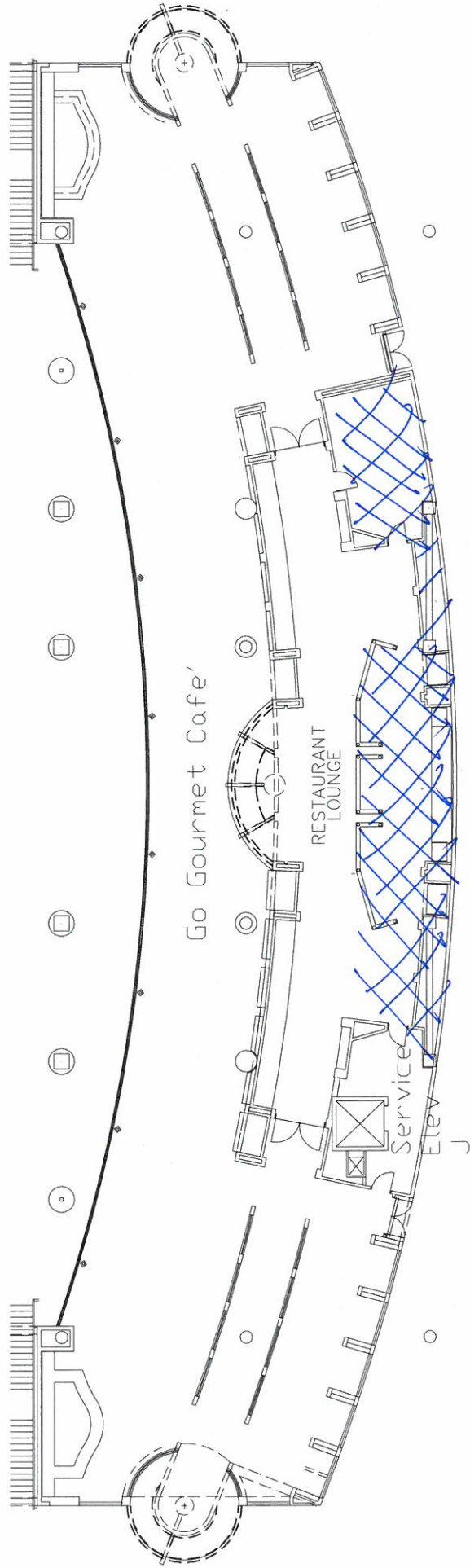
BLUE BEAR CAFE

Little Something A Little Something B Little Something C Little Something D

Go Gourmet SEE EXPANDED VIEW



Little Something A Little Something B Little Something C Little Something D



# EXHIBIT A-1: SITE PLAN



## Denver Performing Arts Complex (DPAC)

