

**FIRST AMENDMENT TO USER AGREEMENT  
DENVER COLISEUM**

**THIS FIRST AMENDMENT TO USER AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation, organized and existing by virtue of Article XX of the Constitution of the State of Colorado, hereinafter referred to as the "City", and **DENVER CUTTHROATS LLC**, a Colorado limited liability company whose address is c/o Packard Dierking, LLC, Attn: Scott Culley, Esq., 2595 Canyon Blvd, Suite 200, Boulder, CO 80302, hereinafter referred to as the "User."

**WITNESSETH:**

WHEREAS, the City and User entered into that certain City and County of Denver – Arts & Venues User Agreement Denver Coliseum dated May 11, 2012 (the "Original Agreement"), under which the City provided User with the right to use the Denver Coliseum for the hockey-related purposes specified thereunder; and

WHEREAS, the City and User desire to amend the Original Agreement in order to: (i) revise the Game day fees and expenses for year two and year three of the term and (ii) revise the ticket rebate schedule;

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

1. All references to the "Agreement" in the Original Agreement and this First Amendment shall mean and include the Original Agreement and this First Amendment.
2. Subparagraph a of Paragraph 4 of the Original Agreement, entitled "Game fees and expenses", is hereby amended to read as follows:

"Game fees and expenses. Game day fees and expenses shall be \$2,000 per Game in year one. In year two Game day fees and expenses shall be \$4,000 per Game. In year three Game day fees and expenses shall be \$6,000 per Game, and shall increase each year thereafter in accordance with the annual percentage increase in the Consumer Price Index ("CPI") (rounded up to the nearest dollar), as determined between the most recently published CPI prior to October 1 each year after year three and the most recently published CPI that is at least one year prior thereto. As used herein, CPI means the consumer price index for the Denver metropolitan area 1982-1984 = 100 as published by the United States Department of Labor, Bureau of Statistics or any successor index. Fees and other charges incurred by User pursuant to this Agreement are payable monthly in arrears, not more than 15 days from the date of invoicing by the City. Game day fees, expenses, facility fees, FDA or any

other fees and expenses only shall be payable by User for Games played at the Denver Coliseum.”

The remainder of Paragraph 4 is affirmed and ratified in each and every particular.

3. Paragraph 11 of the Original Agreement, entitled “Ticket Rebate”, is hereby amended to read as follows:

“Ticket Rebate. The City shall credit against the amounts owing hereunder by User a monthly rebate based upon the following per Game paid attendance figures:

Attendance	Rebate per ticket*
0 – 1750	\$0
1,751 and above	\$4.00

\*As increased annually by the CPI each season after Season 3, and rounded up to the nearest whole cent. The amount of any monthly rebate shall be netted against the amounts payable by User pursuant to this Agreement.”

4. The following new Subparagraph 41.G, entitled “Electronic Signatures and Electronic Records”, is added to the Agreement:

“ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: User consents to the use of electronic signatures by the City. This 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 this 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 this 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. As herein amended, the Original Agreement is affirmed and ratified in each and every particular.

**(Remainder 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 \_\_\_\_\_

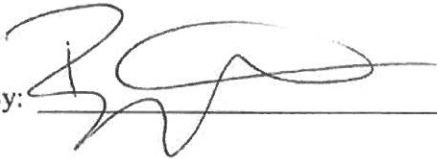
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: THTRS-201102885-01

Contractor Name: DENVER CUTTHROATS LLC

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

Name: Ben Rife  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

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

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

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

