

## 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 **DENVER THEATRE DISTRICT, INC.**, a Colorado nonprofit corporation, whose address is 215 Fairfax Avenue, Denver, Colorado 80220 (“DTD” and, together with the City, the “Parties”).

### RECITALS

**A.** The City and DTD entered into a Master Lease dated July 29, 2008 (the “Master Lease”) for DTD to install and operate certain signage within the City’s B-5-T zoning district commonly known as the Downtown Theatre District (the “Theatre District”) and to perform certain sponsorship and activation activities, all as set forth in the Master Lease.

**B.** DTD and Branded Cities, LLC, a Delaware limited liability company (as successor-in-interest to Clear Channel Branded Cities, LLC, the “Service Provider”) entered into that certain Services Agreement dated April 18, 2008 (as may be amended from time to time, the “Services Agreement”) to implement the activation, sponsorship and other branding activities on signs within the Theatre District.

**C.** The City and DTD wish to amend the Master Lease to include certain signs, increase the maximum compensation, and modify the Scope of Work to be performed by DTD.

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

**1.** Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Master Lease.

**2.** The defined term “Applicable Premises” in Section 1.1(b)(iv) of the Master Lease is hereby amended to read as follows:

“‘Applicable Premises’ shall mean, individually, the Convention Center Premises, the DPAC Premises, the Buell Premises, the approximately 14’H x 48’W digital signage (the “California Street Signage”) located on the exterior façade of the Convention Center Premises located at 700 14th Street, Denver, Colorado 80202, which California Street Signage is more particularly depicted on Exhibit “A” attached to this Amendatory Agreement and incorporated herein”

**3.** The defined term “Signage” in Section 4.1 of the Master Lease, entitled “**The Signage**,” is hereby amended to include the California Street Signage.

**4.** The City hereby consents to the following payment terms to be included in the amended Services Agreement:

(1) **To the City:**

- (a) Base Payment. On or before the tenth (10<sup>th</sup>) day of each month during the “Term” (as defined in the Services Agreement), commencing on December 1, 2017, Service Provider shall pay the following base payment amounts to the City (prorated for any partial months) (collectively, the “Base Payments”), which Base Payments shall be inclusive of any costs incurred by the City in connection with the operation of the California Street Signage: (i) first year: \$1,825.00 per month, (ii) second year: \$2,867.25 per month, (iii) third year: \$4,267.83 per month, and (iv) fourth and all subsequent years: the prior year’s monthly payment amount plus 1% (over the immediately prior year); and
- (b) Percentage Payment. Within sixty (60) days following the expiration of each one year period during the “Term” (as defined in the Services Agreement), commencing on December 1, 2017 (each, an “Agreement Year”), Service Provider shall pay the City an amount equal to fifteen percent (15%) of all “Advertising Revenues” (as defined in the Services Agreement) from the sale and display of advertising on the California Street Signage for such Agreement Year, less (ii) the total amount of Base Payments paid pursuant for such Agreement Year (each, a “Percentage Payment”). Each Percentage Payment shall be accompanied by a statement showing the amount of the Base Payments and the Advertising Revenues during the Agreement Year, together with a calculation of the Percentage Payment.

and

- (2) To the DTD: the “Annual Fee” for the California Street Signage, as defined and in accordance with Section 3 of the Services Agreement.

Service Provider shall retain the remaining amount of such Advertising Revenues, following the payments to the City and the DTD under Paragraphs (1) and (2) above, respectively.

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

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**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-201311145-01

**Contractor Name:** Denver Theatre District

By: 

Name: DAVID Ehrlich  
(please print)

Title: Executive Director  
(please print)

**ATTEST: [if required]**

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

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

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



## Exhibit A

### California Street Signage

California Street Signage: Existing 14'H x 48'W Digital Signage on the Exterior Façade of the Colorado Convention Center located at 700 14th Street, Denver, Colorado 80202