

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 SPORTS AND ENTERTAINMENT SERVICES, LLC**, a Delaware limited liability company, with an address of 1101 Market Street, Philadelphia, PA 19107 (the “Contractor”).

W I T N E S S E T H:

WHEREAS, the City and the Contractor previously entered into an Agreement dated October 22, 2012 and amended by the Amendatory Agreement dated September 23, 2015, under which Contractor is required to provide facility services as needed to various City venues and facilities (collectively the “Agreement”); and

WHEREAS, the parties have determined to extend the contract as already provided by Paragraph 4 of the Agreement for the allowed additional two (2) year period through October 31, 2017; and

WHEREAS, the parties wish to extend the term of the Agreement through December 31, 2017 and to provide additional compensation for the extension; and

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

1. The Agreement shall terminate on December 31, 2017.
2. Subparagraph “C.” of Paragraph 6 of the Agreement, entitled “**PAYMENT**,” is

amended to read as follows:

“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 Twenty-Four Million Four Hundred Thousand Dollars and No Cents (\$24,400,000.00). 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.”

2. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank. Signature pages follow.

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-201207615-02

Contractor Name: ARAMARK CORP-
ARAMARK Sports and Entertainment
Services, LLC

By: MLA

Name: Mark R. Adams
(please print)

Title: VP Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

